* * Transmit Confirmation Report * *

P1 Dec 27 2013 03:28pm

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	

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

Thomas J. Popovich
Hans A. Mast
John A. Kornak

Mark J. Vogg
James P. Tutaj
Robert J. Lumber
Theresa M. Freeman

December 26, 2013

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 King Jr. Avenue
Waukegan, IL 60085

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.:

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.

Alexian Brothers Medical Center, Eberle Medical Office Building
800 Biesterfield Road, Suite 610, Elk Grove Village, IL 60007
847.981.3630 fax 847.981.3633

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	[redacted]	**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 sitting 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 1 tab daily	10/19/16	filled
gabapentin 300 mg capsule 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)	02/08/16	filled
gabapentin 600 mg tablet 11/2tabs in am, 11/2 tabs at noon, 2 tabs at hs (900-900-1200=3000mg/day) **Internal Note:** (uses 600mg & 300 mg)	10/19/16	filled
naproxen 500 mg tablet 1 tab at 6a & 6p PRN for neck pain	01/07/15	filled
prochlorperazine maleate 10 mg tablet PRN for migraines	03/18/15	filled

DULBERG, PAUL (id #315684, dob: [redacted])

SUMAtriptan 100 mg tablet 07/06/15 filled
PRN for migraines

Vitamin D3 2,000 unit tablet 11/06/14 entered
2.5 tabs daily

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: <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.

Encounter performed and documented by Kathy Kujawa, MD

DULBERG, PAUL (id #315684, dob: [redacted]

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: [redacted]

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 Kompoliti
Dr. Cynthia Comella (National expert on dystonia)
Dr. Jennifer Goldman
312-563-2900

c) Univ of Chicago
Dr. Tao Xie 773-702-3027

DULBERG, PAUL #315684
* 02362493w360 Single Page E-ProgNote

Encounter Date: 08/05/2016
Patient

Name	DULBERG, PAUL (46yo, M) ID# 315684	**Appt. Date/Time**	08/05/2016 10:00AM
DOB	[redacted]	**Service Dept.**	ABMG - ALEXIAN NSI EMR

Dulberg, Paul 7/28/15

Kathy A. Kujawa, M.D., Ph.D.
Alexian Brothers Neurosciences Institute
Charles Medical Building
DULBERG, PAUL 15684
512(9704)-380 Single Page E-Prognosis

(5) see me in 5-6 months K. Kujawa

(1) if not better by this Friday July 31st

- call Dr. Sagerman's office to have the wrist evaluated

(2) take Tylenol ES (extra strength) (500mg tabs) 2 tabs, every 4-6 hours for (R) wrist pain this week

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

(4) continue Neurontin/gabapentin 10 capsules a day

Encounter Date: 03/10/2015

Patient

Name	DULBERG, PAUL (44, M) ID# 315684	**Appt. Date/Time**	03/10/2015 09:00AM
DOB	[redacted]	**Service Dept.**	ABMG - ALEXIAN NSI EMR
Provider	KATHY KUJAWA, MD		

8/14/14
Dulberg,
Paul

Kathy A. Kujawa, 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 315686
* 4838278w300 Single Page E-ProgNote

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

	morning	noon	bed time	week
gabspentin 300mg	2 tabs	2	3	1
	2	3	3	2
	3	3	3	3
	3	3	4	4
			(3,000 mg)	

(we'll then switch to the 600 mg tabs)

② see me in 8-12 weeks

K. KUJAWA

Allstate.
You're in good hands.

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.

Olivia Leach
Claim Support

State of Texas, County of Dallas

On this 15th 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.

PATRICIA TORRES
Notary Public, State of Texas
My Commission Expires
October 31, 2017

Patricia Torres
Notary Public

RECEIVED
FEB 16 2016
STAFF COUNSEL

652-3

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 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 *5100048100810530042210O1* 000000912697167 070 065 WI

Have Questions? Please Contact Us

□o learn more about Personalized Options, or if you have □uestions about your policy, please call your Allstate representative at (□6□)□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 □4-hour-a-day, □-day-a-week service and information, just call □-800-A□□S□A□E® (□-800-□55-□8□8).

We Appreciate Your Business

□hanks again for choosing Allstate—where you get more than just great coverage and service. You get Allstate's □5 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

Allstate Property and Casualty Insurance Company

RENEWAL

Homeowners Policy Declarations

Summary

NAMED INSURED(S)	YOUR ALLSTATE AGENT IS:	CONTACT YOUR AGENT AT:
David and Pam Gagnon 39010 90th Place Genoa City WI 53128-2402	Michael Koch Ins 612 S Wells, Unit F Lake Geneva WI 53147	(262) 248-0861

POLICY NUMBER	POLICY PERIOD	PREMIUM PERIOD
9 12 697167 10/24	Begins on Oct. 24, 2010 at 12:01 A.M. standard time, with no fixed date of expiration	Oct. 24, 2010 to Oct. 24, 2011 at 12:01 A.M. standard time

LOCATION OF PROPERTY INSURED
39010 90th Place, Genoa City, WI 53128-2402

MORTGAGEE
- 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
TOTAL	**$615.91**

Your premium reflects the Gold Protection package.

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

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

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 %

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.

X67831

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.

PROP *5100048100810530042210O6*

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

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

Forestview Mortgage Insurance Company
Roadway Protection Auto Club, Inc.

General Underwriters Agency, Inc.

(ed. 05/2005)

PROP *5100048100810530042210O7*

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.

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*.

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

X71831

PROP *5100048100810530042210O8*

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

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*.

* 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.

PROP *5100048100810530042210O9*



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*.

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.

X72880

PROP *5100048100810530042210 10*



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.

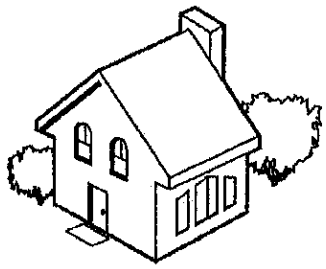
Allstate Property and Casualty Insurance Company Homeowners Policy

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



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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. 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,

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:
   a) the negligent supervision by any **insured person** of any person; or
   b) 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:
   a) Promptly notify **us** or **our** agent stating:
      1) **your** name and policy number;
      2) the date, the place and the circumstances 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.
   b) Promptly send **us** any legal papers relating to the accident.
   c) At **our** request, an **insured person** will:
      1) cooperate with **us** and assist **us** in any matter concerning a claim or suit;
      2) help **us** enforce any right of recovery against any person or organization who may be liable to an **insured person**;
      3) attend any hearing or trial.
   d) 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 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; DAMPNESS 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, DAMPNESS, 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, DAMPNESS 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.

Allstate Property and Casualty Insurance Company

RENEWAL

Homeowners Policy Declarations

Summary

NAMED INSURED(S)
David and Pam Gagnon
39010 90th Place
Genoa City WI 53128-2402

YOUR ALLSTATE AGENT IS:
Michael Koch Ins
612 S Wells, Unit F
Lake Geneva WI 53147

CONTACT YOUR AGENT AT:
(262) 248-0861

POLICY NUMBER
9 12 697167 10/24

POLICY PERIOD
Begins on Oct. 24, 2010
at 12:01 A.M. standard time,
with no fixed date of expiration

PREMIUM PERIOD
Oct. 24, 2010 to Oct. 24, 2011
at 12:01 A.M. standard time

LOCATION OF PROPERTY INSURED
39010 90th Place, Genoa City, WI 53128-2402

MORTGAGEE

- 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
TOTAL	**$615.91**

Your premium reflects the Gold Protection package.

PROP *5100048100810530042210003*

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

Allstate Property and Casualty Insurance Company Homeowners Policy

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:
   a) the negligent supervision by any **insured person** of any person; or
   b) 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:
   a) Promptly notify **us** or **our** agent stating:
      1) **your** name and policy number;
      2) the date, the place and the circumstances 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.
   b) Promptly send **us** any legal papers relating to the accident.
   c) At **our** request, an **insured person** will:
      1) cooperate with **us** and assist **us** in any matter concerning a claim or suit;
      2) help **us** enforce any right of recovery against any person or organization who may be liable to an **insured person**;
      3) attend any hearing or trial.
   d) 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.

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; DAMPNESS 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, DAMPNESS, 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, DAMPNESS 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 22ND 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

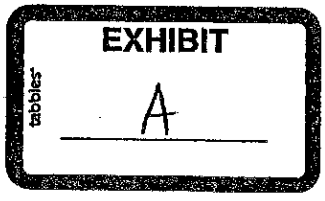
ANSWER TO COUNT I

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

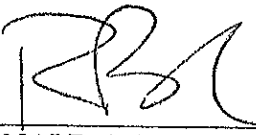
CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

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 22ND 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 1-25-13.

Tina A. Fink
Notary Public

OFFICIAL SEAL
TINA A FINK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/05/14

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 22ND 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 NOTICE OF DISCOVERY DEPOSITION**

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

On **January 24, 2013, at 12:00 noon,** at the Law Offices of Thomas J. Popovich, 3416 West Elm Street, McHenry, Illinois, the discovery deposition of **PAUL DULBERG** will be taken before a certified court reporter on oral interrogatories for discovery in this case.

RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700 fax: 226-7701

CERTIFICATE OF SERVICE

I certify that on January 15, 2013, I served this notice by mailing a copy to each person to whom it is directed.

cc: Deb Fisher Reporting

depnot2.plf (mj)

Pay Statement

Client: 10153
G827

ART MATERIALS SERVICE INC.
625 JOYCE KILMER AVENUE
NEW BRUNSWICK NJ 08901

Voucher # 68002
Check Date 03/24/2011
Period Ending Date 03/19/2011

Division	Department	Employee #	Social Security #	Pay Freq	Type	Base Pay
	900	326		BI-WEEKLY	HRLY	12.00000

PAUL DULBERG
4606 HAYDEN CT.
MCHENRY, IL 60051

Tax Type	Tax Jurisdiction	Stat	Exem	Add $	Flat %	Flat $
FEDERAL		S	0			
WORK STATE	ILLINOIS	S	0			
RES STATE		S	0			
SUI STATE	ILLINOIS					
DIS STATE	ILLINOIS					

Pay Type	Pay Rate	Hours (Units)	Gross Pay	YTD Hours (Units)	YTD Gross Pay
REGULAR	12.00000	63.50	762.00	63.50	762.00
Current		63.50	762.00		
YTD				63.50	762.00

Tax Deductions				Voluntary Deductions			
Desc	Wages	Amount	YTD Amount	Desc	Scheduled Amount	Amount Taken	YTD Amount
FEDERAL	762.00	85.84	85.84				
FICA	762.00	32.00	32.00				
MEDICARE	762.00	11.05	11.05				
IL SIT	762.00	38.10	38.10				
Current		166.99				.00	
YTD			166.99				.00

Net Pay 595.01

Accruals				Company Calculations							
Type	Accrued Amount	Taken Amount	Balance	Description	Scheduled Amount	Calc Amount	Y-T-D Amount	Description	Scheduled Amount	Calc Amount	Y-T-D Amount

Direct Deposit			
Account Number	Account Type	Description	Amount

Statement Of Earnings Detach at perforation below and keep for your records. A Payroll Service By Ceridian

Pay Statement

Client: 10153
G827

ART MATERIALS SERVICE INC.
625 JOYCE KILMER AVENUE
NEW BRUNSWICK NJ 08901

Voucher # 68012
Check Date 04/07/2011
Period Ending Date 04/02/2011

Division	Department	Employee #	Social Security #	Pay Freq	Type	Base Pay
	900	326	[redacted]	BI-WEEKLY	HRLY	12.00000

PAUL DULBERG
4606 HAYDEN CT.
MCHENRY, IL 60051

Tax Type	Tax Jurisdiction	Stat	Exem	Add $	Flat %	Flat $
FEDERAL		S	0			
WORK STATE	ILLINOIS	S	0			
RES STATE		S	0			
SUI STATE	ILLINOIS					
DIS STATE	ILLINOIS					

Pay Type	Pay Rate	Hours (Units)	Gross Pay	YTD Hours (Units)	YTD Gross Pay	Tax Deductions				Voluntary Deductions		
						Desc	Wages	Amount	YTD Amount	Desc	Scheduled Amount	Amount Taken	YTD Amount
REGULAR	12.00000	72.00	864.00	135.50	1626.00	FEDERAL	864.00	101.14	186.98				
						FICA	864.00	36.29	68.29				
						MEDICARE	864.00	12.53	23.58				
						IL SIT	864.00	43.20	81.30				
Current		72.00	864.00					193.16				.00	
YTD				135.50	1626.00				360.15				.00

Net Pay 670.84

Accruals				Company Calculations							
Type	Accrued Amount	Taken Amount	Balance	Description	Scheduled Amount	Calc Amount	Y-T-D Amount	Description	Scheduled Amount	Calc Amount	Y-T-D Amount

Direct Deposit

Account Number	Account Type	Description	Amount

Statement Of Earnings — Detach at perforation below and keep for your records. — A Payroll Service By Ceridian

Pay Statement

Client: E844A

ART MATERIALS SERVICE INC
625 JOYCE KILMER AVENUE
NEW BRUNSWICK, NJ 08901

Check #: 68028
Check Date: 05/05/2011
Period Ending Date: 04/29/2011

Division	Department	Emp. No.	SSN	Pay Freq	Type	Base Pay
	900	326	XXX-XX-4001	BIWEEKLY	HRLY	12.0000

PAUL DULBERG
4606 HAYDEN CT.
MCHENRY, IL 60051

Tax Type	Tax Jurisdiction		Stat	Exem	Tax Block	Add %	Add $
FEDERAL			S	0			
STATE	Work: IL	Res: IL	S	0			

Pay Type	Pay Rate	Hours (Units)	Gross Pay	YTD Hours (Units)	YTD Gross Pay
REG HRS	12.0000	44.00	528.00	179.50	2154.00
Current		44.00	528.00		
YTD				179.50	2154.00

Tax Deductions			
Desc	Wages	Amount	YTD Amount
Soc Sec	528.00	22.18	90.47
Medicare	528.00	7.65	31.23
Federal	528.00	50.74	237.72
IL St W/H	528.00	26.40	107.70
Current		106.97	
YTD			467.12

Voluntary Deductions			
Desc	Scheduled Amount	Amount Taken	YTD Amount
Current		0.00	
YTD			0.00

Net Pay 421.03

Other Payroll Information									
Description	Value	Description	Value	Description	Value	Description	Value	Description	Value

Direct Deposit				
Account Number	Account Type	Description	Status	Amount

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND 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 **ANSWER TO COMPLAINT - DEFENDANT BILL McGUIRE AND DEFENDANT CAROLYN McGUIRE**

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

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

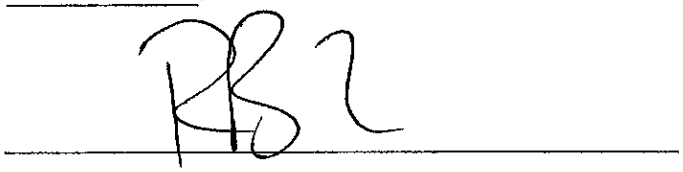
OFFICIAL SEAL
TINA A FINK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/05/14

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)

0245281968.1/SKO/ACCARDO/mr

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

FILED
SEP 05 2012
KATHERINE M. KEEFE
McHENRY COUNTY, CIR. CLK.

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

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: 312-358-9821

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 22ND 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

OFFICIAL SEAL
TINA A FINK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/05/14

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 22ND 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

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

OFFICIAL SEAL
MARLENE M JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/29/13

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 22ND 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

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.

ANSWER:

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 90th 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 90th Place Genoa City, WI 53128	Paul Dulberg 4606 Hayden McHenry, IL 60051
At Time Of Occurrence:	David Gagnon 39010 90th 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 90th 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 known 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

Subscribed and sworn to before
me on the 6th day August, 2012.

Notary Public

OFFICIAL SEAL
RONALD A BARCH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/07/14

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

CAROLYN McGUIRE, being first duly sworn on oath, deposes and states that she is one of the defendants herein; that she has read the foregoing interrogatory answers; and that the interrogatory answers herein are true, correct and complete to the best of her knowledge and belief.

Carolyn McGuire

Carolyn McGuire

Subscribed and sworn to before
me on the 6th day August, 2012.

Notary Public

OFFICIAL SEAL
RONALD A BARCH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05/07/14

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 6/6/12.



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),

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

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 90th 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 90th 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 90th Place, Genoa City Wisconsin 53128; Paul Dulberg, 4606 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), 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

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 90th 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 90th 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 90th Place, Genoa City Wisconsin 53128; Paul Dulberg, 4606 Hayden Ct, McHenry Illinois 60050; Carolyn McGuire, 1016 W. Elder

EXHIBIT
gagnon 3
PENGAD 800-631-6989

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 ~~front~~ BACK 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 90th 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 90th 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 A. Gagnon

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: 312-558-9821

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), 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

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 90th 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 90th 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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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.

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ANSWER: I do not know.

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ANSWER: The accident occurred in ~~front~~ BACK of my parent's home at 1016 W. Elder Avenue, McHenry Illinois 60051.

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ANSWER: Chainsaw, EFCO, Model # MT3500, 2.38 Cubic Inch, 16" blade.

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ANSWER: N/A

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David A. Gagnon

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: 312-558-9821

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, DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, FCODE:F-Code, RTX:Re-TX, RLY:Relay, MBX: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, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length over, POVR: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 22nd JUDICIAL CIRCUIT
McHENRY COUNTY

PAUL DULBERG

vs.

DAVID GAGNON, ET AL

Case Number **12 LA 178**

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

- ☑ REGULAR COUNSEL
- ☐ SPECIAL & LIMITED APPEARANCE
- ☐ PRO-SE
- ☐ ADDITIONAL COUNSEL
- ☐ GUARDIAN AD LITEM
- ☐ TRIAL COUNSEL
- ☐ SUBSTITUTE COUNSEL
- ☐ COUNSEL IN FORCIBLE ENTRY
- ☐ APPELLATE COUNSEL
- ☐ 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**
ARDC Number **6238991**
Attorney for **PAUL DULBERG**
Address **P.O. BOX 1678**
City, State Zip **CRYSTAL LAKE, IL 60039-1678**
Phone **(815) 814-2193**

W. RANDAL BAUDIN II
Printed Name

CC-APP1 (Revised 12/01/06)

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22nd JUDICIAL CIRCUIT
McHENRY COUNTY

PAUL DULBERG

vs.

Case Number 12 LA 178

DAVID GAGNON, ET AL

FILED
McHenry County, Illinois
NOV - 6 2015
KATHERINE M. KEEFE
Clerk of the Circuit Court

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

- [x] REGULAR COUNSEL
- [ ] TRIAL COUNSEL
- [ ] SPECIAL & LIMITED APPEARANCE
- [ ] SUBSTITUTE COUNSEL
- [ ] PRO-SE
- [ ] COUNSEL IN FORCIBLE ENTRY
- [ ] ADDITIONAL COUNSEL
- [ ] APPELLATE COUNSEL
- [ ] GUARDIAN AD LITEM
- [ ] 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

CC-APP1 (Revised 12/01/06)

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. 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

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 60601-1092
Telephone: 312-558-9821

By: _____
PERRY A. ACCARDO
Firm No.: **46878**
Attorney Bar No.: 6228720
Attorney for Defendant(s):
David Gagnon

ADR systems

Binding Mediation Award

Paul Dulberg)
)
)
)
v.) ADR Systems File # 33391BMAG
)
)
David Gagnon)

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	
Medical	$ 60,000.
future medical	$ 200,000.
Lost Wage	$ 250,000.
P+S	75,000.
LNL	75,000.

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 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

1900 HOLLISTER DRIVE, SUITE 250, LIBERTYVILLE, IL 60048
PHONE (847) 549-0055 • FAX (847) 549-0404

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 mm	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 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
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 µV	Wrist-Digit II (index finger)	2.3 ms	130 mm	57 m/s
Ulnar.R							
Digit V (little fing	2.0 ms	2.6 ms	28 µV	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.

1900 HOLLISTER DRIVE, SUITE 250, LIBERTYVILLE, IL 60048
PHONE (847) 549-0055 • FAX (847) 549-0404

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

COPY

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:

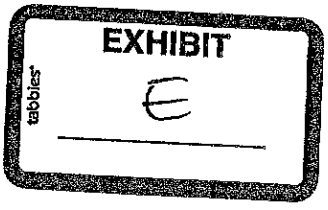
With my departure from the case I feel compelled to address the subject of the chain saw that was involved in Mr. Dulberg's injury. Early on in the case a protective order was entered which prohibited Mr. and Mrs. McGuire from destroying or otherwise disposing of the chain saw and any associated documentation. 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.

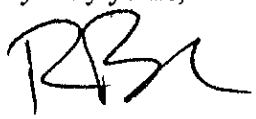
On April 3, 2013, the protective order was modified to allow the Plaintiffs to use the subject chainsaw, owner's manual and associated paperwork in the ordinary course. The order further provides, however, that the owners may not destroy, dispose of, or sell the items without further order of the court.

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.



Very truly yours,



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, 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

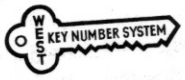
By: _____
Randall Baudin, II / Attorney for the Plaintiff Date

By: _____
Shoshan Reddington / Attorney for the Defendant Date

debridement and skin grafting. In *Fomond*, a two-and-one-half-year-old girl sustained third-degree burns that required at least seven surgeries, including two skin grafts and continued physical therapy even several years after receiving the burns. In *Negrete*, a 17–month–old baby boy sustained burns from hot water, resulting in permanent scarring across 60% of his body and, due to the burning of his genital area, possible permanent damage to his reproductive capacity. In *Rogers*, the defendant poured grain alcohol on top of the female victim's head and then threw a lit match at her, causing her head, face, chest and pants to ignite.

In light of the above-cited case law, I would reverse defendant's conviction for heinous battery.

Defendant was properly convicted of aggravated battery against a child, however, no sentence was imposed for that crime. If a reviewing court reverses a conviction on which the sentence was imposed, it can remand for sentencing on a conviction on which no sentence was imposed. Such process has been approved in *People v. Dixon*, 91 Ill.2d 346, 63 Ill.Dec. 442, 438 N.E.2d 180 (1982) and *People v. Frantz*, 150 Ill.App.3d 296, 300, 103 Ill.Dec. 649, 501 N.E.2d 966 (1986) ("[i]f the reviewing court acts to affirm the incomplete judgment of conviction, the reviewing court then must remand the cause for imposition of sentence").



283 Ill.App.3d 126
669 N.E.2d 645

Fernando LAJATO, Plaintiff–Appellant,

v.

AT & T, INC., Defendant–Appellee, and Third Party Plaintiff (Quinn Delivery Service, Inc., Third Party Defendant).

No. 1–95–0447.

Appellate Court of Illinois,
First District, Fifth Division.

Aug. 9, 1996.

Independent contractor who was injured when loading telephone company's battery hoist for transport brought negligence action against telephone company. The Circuit Court, Cook County, Anthony J. Bosco, J., granted summary judgment for telephone company. Contractor appealed. The Appellate Court, Gordon, J., held that: (1) contractor's motion for reconsideration was timely; (2) telephone company had not voluntarily undertaken duty to properly maintain and secure battery hoist for transport; (3) telephone company was not liable as gratuitous bailor; and (4) trial court did not abuse its discretion by denying contractor's motion to amend his complaint.

Affirmed.

1. Judgment ⇐321, 386(1)

Posttrial motion must be filed within 30 days of final judgment or trial court will lose jurisdiction to modify or vacate final order which it entered after lapse of 30 days. S.H.A. 735 ILCS 5/2–1203.

2. Motions ⇐39

Motion to reconsider is posttrial motion, and therefore falls within purview of post-judgment motions which must be filed within 30 days after challenged judgment is entered. S.H.A. 735 ILCS 5/2–1203.

3. Appeal and Error ⇐344

Only if posttrial motion is timely filed will it extend time for filing notice of appeal. Sup.Ct.Rules, Rule 303(a)(1).

4. Judgment ⇐186

Motion to reconsider filed within 30 days of entry of summary judgment was timely, although no certificate of service was filed until well after 30 days of entry of summary judgment. S.H.A. 735 ILCS 5/2–1203; Sup. Ct.Rules, Rule 104.

5. Appeal and Error ⇐893(1), 1073(1)

Although trial court did not entertain motion for reconsideration of summary judgment in erroneous belief that it did not have jurisdiction to hear motion, appellate court

did not need to remand to allow trial court to consider merit of motion, as grant of summary judgment required de novo review by appellate court to determine question of law.

6. Negligence ⇐36

Independent contractor could not base personal injury action against defendant on theory of premises liability, where he was injured in bed of his truck and not due to any condition of defendant's premises.

7. Appeal and Error ⇐893(1)

Appellate review of order granting summary judgment is de novo.

8. Judgment ⇐185(2)
Negligence ⇐1

To withstand motion for summary judgment in action based in negligence, plaintiff must allege facts sufficient to show that defendant owed him a duty, that defendant breached that duty, and that his injury proximately resulted from that breach.

9. Negligence ⇐20

Telephone company did not voluntarily undertake duty to properly maintain and secure its battery hoist for transport, where independent contractor, who was injured by hoist when loading it for transport as result of loosening of strap securing motor, had total discretion in preparing and moving hoist, and there was no evidence that telephone company had strapped motor, that strapping was undertaken as protection for contractor, or that contractor relied upon safety of strapping. Restatement (Second) of Torts § 323.

10. Negligence ⇐136(14)

Whether a duty has been voluntarily undertaken is question of law to be determined by court. Restatement (Second) of Torts § 323.

11. Bailment ⇐35

Telephone company was not liable as gratuitous bailor for injuries sustained by independent contractor when strap securing motor on battery hoist loosened when contractor was loading hoist for transport, where contractor presented no evidence other than inadmissible hearsay rumors to show either defect in hoist or that telephone company knew or should have known of any dangerous propensities in hoist.

12. Appeal and Error ⇐169

Contentions not raised in trial court are waived on appeal, even in summary judgment case.

13. Bailment ⇐9, 21

Gratuitous bailor may be liable for physical harm caused by use of chattel when he knows or has reason to know that chattel is or is likely to be dangerous when put to use for which it was supplied, has no reason to believe that those for whose use chattel is supplied will realize its dangerous condition, and fails to exercise reasonable care to inform user of its dangerous condition or of facts which make it likely to be dangerous.

14. Judgment ⇐185(1)

Unsubstantiated hearsay statements cannot be considered in ruling on motion for summary judgment.

15. Pleading ⇐236(6)

Trial court did not abuse its discretion by denying motion of independent contractor, who was injured when loading telephone company's battery hoist for transport, to amend his complaint to allege more specifically facts that there was voluntary undertaking by telephone company, after trial court granted summary judgment for telephone company, where issue was not that complaint was deficient in its framing of issues but that evidence presented in support of voluntary undertaking theory failed to establish genuine issue of material fact, and amendment would be prejudicial to telephone company in that amendment was sought on eve of trial and five years after inception of lawsuit, with no explanation as to why contractor never before attempted to develop facts necessary to withstand telephone company's summary judgment motion.

Beerman, Swerdlove, Woloshin, Barezky, Becker, Genin & London, Harvey L. Walner & Associates, Chicago (Alvin R. Becker, Harvey L. Walner, Christopher A. White, of counsel), for Appellant.

William F. DeYoung, Loretto M. Kennedy, Carole C. Tubbesing Burke, Weaver & Prell, Chicago, for American Telephone & Telegraph.

Justice GORDON delivered the opinion of the Court:

This is an action for damages brought by the plaintiff, Fernando Lajato, arising from injuries he incurred while working as an independent contractor for third-party defendant Quinn Delivery Service, Inc. (Quinn) to move a battery hoist owned by defendant AT & T. AT & T filed a contingent third-party complaint against Quinn, not at issue in this appeal, seeking indemnification pursuant to the delivery service contract between Quinn and AT & T, in the event plaintiff recovered a judgment in his tort action against AT & T. AT & T subsequently filed a motion for summary judgment against plaintiff which the trial court granted. In that order, the court also denied plaintiff's oral motion requesting leave to amend his complaint. Subsequently, plaintiff filed a motion to reconsider, which the court ultimately struck by reason of its alleged lack of jurisdiction to hear it. Plaintiff appeals from the orders granting summary judgment to AT & T, denying his motion to amend his complaint, and refusing to hear his motion to reconsider. AT & T has moved to dismiss this appeal for lack of appellate jurisdiction.

In November 1989, plaintiff filed a complaint against AT & T, wherein he alleged that on July 1, 1988, he was on the premises of AT & T on behalf of Quinn in order to move an AT & T battery hoist. The complaint further alleged that while performing that task, the hoist fell upon him, causing him injuries for which he sought damages. The complaint averred that AT & T was negligent in its failure to maintain, inspect, and repair the battery hoist, and for AT & T's failure to warn plaintiff of the propensity of the hoist to fall. In April 1990, AT & T filed its answer, specifically denying each basis for recovery alleged in plaintiff's complaint. The matter was scheduled for trial in June 1995.

On April 25, 1994, AT & T filed a motion for summary judgment, alleging that, based upon the undisputed facts, it was clear that it owed no duty of care to plaintiff with respect to his injuries. In support of its motion, AT & T submitted excerpts of the deposition testimony of plaintiff and a copy of the delivery services contract between AT & T and Quinn. In his deposition, plaintiff testified that on the date of the accident, July 1, 1988, he was making pick-ups and deliveries of telephone equipment at various AT & T locations as an independent contractor for Quinn. He stated that he had received instructions from Quinn via radio to go to an AT & T property in Rolling Meadows, Illinois, the scene of the accident, to pick up a battery hoist and to transport it to another AT & T location in Rockford, Illinois. Approximately 99% of plaintiff's delivery work for Quinn involved pick-ups and deliveries of AT & T equipment. The plaintiff stated that AT & T did not direct him in his moving work, but rather, allowed him to use his own expertise to determine how each move would be accomplished.

Plaintiff further testified that the battery hoist, which weighs approximately 500 pounds, was used to lift batteries weighing approximately 300 pounds up onto shelves. Plaintiff described the hoist as being rectangular in shape, on wheels, and consisting of a large, black metal frame with a motor and hoist accessories suspended from the top middle of the frame. The hanging motor and accessories could be pulled to one side of the hoist frame and secured thereto with a nylon strap and a chain, both of which were also attached to the hoist, in order to stabilize the hoist during transport and when not in use to perform its battery-lifting function. It was plaintiff's customary practice to inspect the hoist to ensure that the motor and accessories were firmly secured with the strap and the chain prior to moving the hoist. Plaintiff had moved this particular hoist on at least 10–15 different occasions.

Plaintiff's deposition further revealed that when he reached the AT & T Rolling Meadows location, an AT & T employee directed him to the hoist, and that after that brief conversation, plaintiff had no further discussions with anyone, AT & T employees or otherwise, until after the accident. Wh

plaintiff approached the hoist, he observed that its motor and accessories were already strapped and secured to the hoist's frame. He also testified that he personally examined the strap to ensure that the hanging apparatus was firmly secured to the frame of the hoist with the nylon strap and the motor chain before attempting to move the hoist. Plaintiff then wheeled the hoist to the back of his truck and onto his truck's hydraulic lift platform, which he had lowered to ground-level in order to lift the hoist into his truck. After raising the lift and the hoist from ground-level up to the truck's bed, plaintiff climbed into the truck bed and began to pull the hoist into the bed.

Plaintiff further testified that while pulling the hoist into the truck, the strap around the motor and hoist accessories loosened for reasons beyond his knowledge, permitting the motor and the accessories to swing free and the weight of the hoist to shift towards him. Immediately thereafter, the hoist fell onto plaintiff, causing him various injuries. Plaintiff stated that there were no known witnesses to the accident. He also stated that about two months after the accident, he heard from an AT & T installer that certain fellow laborers at AT & T had told him that after plaintiff's accident, they would not use that hoist because it was unsafe, and that AT & T ultimately shipped the hoist back to the manufacturer.

In addition to plaintiff's deposition testimony, AT & T submitted the Quinn–AT & T delivery contract in support of its motion for summary judgment. That contract reveals that Quinn, through its own independent contractors, performed moving services for defendant AT & T. The contract required Quinn to

> "receive, pick up, load, transport, unload, and deliver telephone equipment and other material (the "Material"), and perform the other services provided for in this agreement as ordered by [AT & T] from April 1, 1987 to March 31, 1989."

The contract further provided that Quinn or its agents

> "shall have the sole and exclusive care, custody and control of the Material from the time it is tendered to [Quinn], [Quinn's] agents or servants, until it is delivered to and accepted by [AT & T] * * *."

In his response to AT & T's motion for summary judgment, plaintiff argued that AT & T had voluntarily assumed and breached a duty to him to keep its premises safe and to maintain the hoist such that it would not do harm to those moving it. In support of his position, plaintiff attached additional excerpts from his own deposition, pointing to his testimony that the AT & T hoist's motor and accessories were already secured to the frame of the hoist by the nylon strap and the motor chain when he arrived at the site to move the hoist. He also referred to his testimony that there was no motor lock securing the motor to the frame, and that the motor and accessories would not have swung free after the strap loosened if there had been such a motor lock.

In a hearing on July 27, 1994, the trial court granted AT & T's motion for summary judgment with prejudice. Later at that same hearing, the trial court heard plaintiff's oral request for leave to amend his complaint pursuant to section 2–1005(g) of the Illinois Code of Civil Procedure (735 ILCS 5/2–1005(g) (West 1994)), where plaintiff argued that he should be allowed to amend his complaint to show that AT & T voluntarily undertook to secure the hoist and did so negligently. The court denied plaintiff's motion to amend, stating as its reason that "[i]t's an '89 case."

On August 25, 1994, within 30 days of the July 27 order granting summary judgment and denying leave to amend, plaintiff filed a motion to reconsider. However, plaintiff did not serve AT & T with that motion until September 18, 1994, at which time he transmitted that motion to AT & T via facsimile at AT & T's request. No notice of motion was served upon AT & T until November 9, 1994, and plaintiff did not file a certificate of service for that motion until November 17, 1994.

AT & T subsequently filed a motion objecting to plaintiff's motion to reconsider, arguing that the trial court had no jurisdiction to hear it based on plaintiff's failure to file a proof of service within 30 days of the July 27 order. On January 13, 1995, the trial court

sustained AT & T's objection, finding that it had no jurisdiction to hear plaintiff's motion to reconsider, and therefore did not address the merits of that motion. On January 25, 1995, within 30 days of the trial court's January 13 order, plaintiff filed his notice of appeal, both from that order and from the July 27, 1994 order granting summary judgment and denying plaintiff leave to amend.

Plaintiff contends on appeal that the trial court erred in granting summary judgment because by improperly securing the battery hoist for transport, AT & T negligently performed a voluntary undertaking, and because as a gratuitous bailor, AT & T knew the hoist was dangerous yet failed to inform plaintiff of its dangerous condition. Plaintiff also contends that the trial court abused its discretion in denying him leave to amend his complaint after the grant of summary judgment.

I. JURISDICTION:

Before reaching plaintiff's contentions on appeal, we must first address defendant's motion to dismiss this appeal for want of appellate jurisdiction. *Bell Federal Savings & Loan Ass'n v. Bank of Ravenswood*, 203 Ill.App.3d 219, 148 Ill.Dec. 559, 560 N.E.2d 1156 (1990). In its motion to dismiss, AT & T contends that plaintiff's failure to file a proof of service with its August 25, 1994 motion to reconsider prevents this court from reviewing either of the trial court's July 27 or January 13 orders. Defendant argues, somewhat obliquely, that plaintiff's motion to reconsider should not be considered as being timely filed, because it was not accompanied by a proof of service, and as a result, the trial court was correct in stating that it had no jurisdiction to consider it. Consequently, defendant would urge that the motion to reconsider did not have the effect of extending the time for filing plaintiff's notice of appeal beyond the initial 30 day period following entry of the summary judgment order. See Illinois Supreme Court Rule 303(a)(1) (155 Ill.2d R. 303(a)(1)) (discussed more fully below). We disagree.

[1–3] Under Supreme Court Rule 303(a)(1), a notice of appeal must be filed within 30 days after the entry of the final judgment from which the appeal is taken, or, if a timely post-trial motion directed at the judgment is filed, within 30 days after entry of the order disposing of the last pending post-trial motion. (134 Ill.2d R. 303(a)(1)). Under section 2–1203 of the Illinois Code of Civil Procedure, a post-trial motion must be filed within 30 days of a final judgment. 735 ILCS 5/2–1203 (West 1994). Otherwise, the trial court will lose jurisdiction to modify or vacate the final order which it entered after the lapse of 30 days. *Archer Daniels Midland Co. v. Barth*, 103 Ill.2d 536, 83 Ill.Dec. 332, 470 N.E.2d 290 (1984); *In Matter of Application of County Treasurer*, 208 Ill.App.3d 561, 153 Ill.Dec. 528, 567 N.E.2d 486 (1990). A motion to reconsider is a post-trial motion (*Elmhurst Auto Parts v. Fencl–Tufo Chevrolet*, 235 Ill.App.3d 88, 175 Ill.Dec. 771, 600 N.E.2d 1229 (1992)), and therefore "falls within the purview of post-judgment motions which must be filed within 30 days after the challenged judgment is entered." *Sho–Deen, Inc. v. Michel*, 263 Ill.App.3d 288, 290, 200 Ill.Dec. 729, 732, 635 N.E.2d 1068, 1071 (1994). Only if a post-trial motion is timely filed pursuant to section 2–1203 will it extend the time for filing the notice of appeal under Rule 303(a). *In Matter of Application of County Treasurer.*

[4] Thus, the question as to whether the appellant's notice of appeal was filed beyond the 30 day period allowed under Rule 303(a), thereby depriving this court of its jurisdiction, depends upon whether the failure to file a certificate of service vitiated the filing of the plaintiff's motion to reconsider. If we determine that the filing of plaintiff's motion to reconsider on August 25 within 30 days after the July 27 summary judgment order was timely, notwithstanding the failure to file an accompanying certificate of service within that 30–day period, then plaintiff's notice of appeal from both the July 27 and the January 13 orders was timely. This would follow under Rule 303(a), since the notice of appeal was filed on January 25, within 30 days after the trial court's disposition on January 13 of plaintiff's motion to reconsider. On the other hand, if the trial court was correct in its determination that under section 2–1203, the timely filing of a certificate of service is

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jurisdictional, without which the motion to reconsider cannot be deemed to have been timely filed, then the notice of appeal in this case, filed more than three months after the entry of the summary judgment order, would be untimely pursuant to Rule 303(a) and leave this court without appellate jurisdiction.

The rule is clear that the absence of a certificate of service will not vitiate the filing of a motion to reconsider. This matter has been specifically preempted by Illinois Supreme Court Rule 104 (134 Ill.2d Rule 104), which provides at parts (b) and (d) as follows:

"(b) Filing of Papers and Proof of Service. Pleadings subsequent to the complaint, written motions, and other papers required to be filed shall be filed with the clerk with a certificate of counsel or other proof that copies have been served on all parties who have appeared * * *.

* * * * * *

(d) Failure to deliver or serve copies as required by this rule *does not in any way impair the jurisdiction of the court* over the person of any party, but the aggrieved party may obtain a copy from the clerk and the court shall order the offending party to reimburse the aggrieved party for the expense thereof." 134 Ill.2d R. 104(b), (d) (Emphasis added).

Thus, under Rule 104(d), the failure to deliver or serve copies does not impair the jurisdiction of the court. This rule has been applied to post-trial motions in *In re Marriage of Collins*, 154 Ill.App.3d 655, 107 Ill.Dec. 109, 506 N.E.2d 1000 (1987) and in *Kollath v. Chicago Title and Trust Co.*, 24 Ill.App.3d 353, 321 N.E.2d 344 (1974), which held that the failure to include proof of service with a post-trial motion will not invalidate the motion or render it untimely.

Defendant contends that Rule 104(d) only addresses the failure to actually serve copies of the motion but does not address the failure to file a certificate of service. This contention is devoid of any rationale since a failure to serve will preclude the filing of a certificate, unless the movant seeks to perjure himself. Thus, if the failure to actually serve notice does not impair jurisdiction, then *a fortiori*, the failure to serve a certificate of service will not impair the validity or timeliness of the motion. See *In re Marriage of Collins*.

Defendant's reliance on *Vlahakis v. Parker*, 3 Ill.App.3d 126, 278 N.E.2d 523 (1971) (abstract of op.) and *Ingrassia v. Ingrassia*, 156 Ill.App.3d 483, 109 Ill.Dec. 68, 509 N.E.2d 729 (1987) is misplaced. Although *Vlahakis* reached a contrary result, it is clear that that opinion did not purport to in any way consider or confront the impact of Rule 104(d) in its determination. That opinion has therefore been distinguished and rejected on that basis in *Kollath v. Chicago Title and Trust Co.*, 24 Ill.App.3d at 357–58, 321 N.E.2d at 348 ("Rule 104(d) renders a failure to comply with Rule 104(b) * * * non-jurisdictional * * * [and] the only cases decided since enactment of rule 104(d) which reached a contrary result [, including *Vlahakis v. Parker*,] did not consider that provision at all"). Likewise, the opinion in *Ingrassia* does not purport to consider rule 104(d) in its determination. Moreover, *Ingrassia* does not purport to deal with the validity or timeliness of the filing of a post-trial motion, but, rather, with the sufficiency of the notice of that motion when given to the opposing party only a few hours before the hearing on the motion. Hence, *Ingrassia* is not in point, since here there is no question that defendant had actual knowledge of the pendency of plaintiff's motion to reconsider well in advance of the scheduled hearing date on that motion.

Consequently, plaintiff's August 25 motion to reconsider, and therefore his January 25 notice of appeal, were seasonably filed, notwithstanding that no certificate of service was filed until long after 30 days had passed since summary judgment was entered on July 27. Since the August 25 motion was timely, the notice of appeal filed on January 25 complied with Rule 303(a) since it was filed within 30 days after the trial court disposed of the motion to reconsider, albeit on jurisdictional grounds, on January 13. Accordingly, our jurisdiction to review both the July 27 and January 13 orders of the trial court remains unimpaired.

[5] Defendant next would urge that if we determine that the January 13 order is reviewable, we should confine our review solely to the correctness of the trial court's denial of its jurisdiction over the motion to reconsider. Defendant contends that if we find that the trial court's jurisdictional determination was erroneous, we should remand the matter to the trial court to allow the trial court to first consider the merit of that motion. We disagree for the same reasons as articulated in *Myers v. Health Specialists, S.C.*, 225 Ill.App.3d 68, 167 Ill.Dec. 225, 587 N.E.2d 494 (1992). There, the court stated as follows:

> "Defendant initially urges us, without citation to authority, to remand this matter to the circuit court because that court did not address the merits of plaintiff's motion. This argument betrays a misperception of the nature both of the question presented and of our review. As noted above, we consider summary judgment orders *de novo:* we, like the circuit court, must decide only whether the parties' pleadings and other submissions present an issue of triable fact and if not, whether plaintiff is entitled to judgment as a matter of law. This is a question of law, not of fact." *Myers v. Health Specialists, S.C.*, 225 Ill.App.3d 68, 76, 167 Ill.Dec. 225, 231, 587 N.E.2d 494, 500 (1992).

Here, too, the grant of summary judgment is subject to *de novo* review, requiring our *de novo* determination whether the submissions of the parties presented triable issues of fact and if not whether defendant was entitled to a judgment as a matter of law. Thus, here, as in *Myers*, we may consider this appeal on its merits without the necessity of a remand.

II. MERITS:

[6] As noted earlier, plaintiff contends on appeal that the trial court erred in granting summary judgment because the facts are sufficient to create an inference that AT & T voluntarily assumed a duty to properly secure the battery hoist for transport, a duty which was breached as a result of AT & T's negligence. Additionally, plaintiff contends, for the first time on appeal, that there was error in granting summary judgment because the facts are sufficient to create an inference that as a gratuitous bailor, AT & T knew the hoist was dangerous yet failed to inform plaintiff of its dangerous condition. Plaintiff also contends that even if summary judgment was properly entered in favor of AT & T under the issues framed by the existing complaint, the trial court abused its discretion in denying him leave to amend his complaint pursuant to section 2–1005(g) of the Illinois Code of Civil Procedure (735 ILCS 5/2–1005(g) (West 1994)).[1]

[7, 8] We first address plaintiff's contention that the trial court erred in entering summary judgment pursuant to the issues framed by the existing complaint. Summary judgment is proper when the pleadings, depositions and affidavits on file, construed in the light most favorable to the nonmoving party, establish that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law. See generally 735 ILCS 5/2–1005 (West 1994); *First State Insurance Co. v. Montgomery Ward & Co.*, 267 Ill.App.3d 851, 204 Ill.Dec. 814, 642 N.E.2d 715 (1994); *Torres v. City of Chicago*, 261 Ill.App.3d 499, 197 Ill.Dec. 985, 632 N.E.2d 54 (1994); *Giannoble v. P & M Heating & Air Conditioning, Inc.*, 233 Ill.App.3d 1051, 175 Ill.Dec. 169, 599 N.E.2d 1183 (1992). Appellate review of an order granting summary judgment is *de novo. E.g., Hesselink v. R.L. Perlow Corp.*, 265 Ill.App.3d 473, 202 Ill.Dec. 36, 637 N.E.2d 575 (1994); *La Salle National Bank v. Skidmore, Owings & Merrill*, 262 Ill.App.3d 899, 200 Ill.Dec. 225, 635 N.E.2d 564

1. As previously noted, at the trial level, plaintiff urged liability both on the basis of premises liability and the law governing voluntary undertakings. Plaintiff has conceded on appeal that he cannot base his action against AT & T upon a theory of premises liability as a matter of law, due to the holding in *Pagano v. Occidental Chemical Corp.*, 257 Ill.App.3d 905, 913, 196 Ill.Dec. 24, 30, 629 N.E.2d 569, 575 (1994), insofar as he incurred his injuries in the bed of his truck, and not due to any condition of AT & T's premises. See also *Jackson v. Hilton Hotels Corp.*, 277 Ill.App.3d 457, 214 Ill.Dec. 31, 660 N.E.2d 222 (1995) (in action based on premises liability, no duty to plaintiff existed where plaintiff failed to show that his injuries were caused by any condition of the premises).

(1994). To withstand a motion for summary judgment in an action based in negligence, a plaintiff must allege facts sufficient to show that the defendant owed him a duty, that defendant breached that duty, and that his injury proximately resulted from that breach. See *DiBenedetto v. Flora Township*, 153 Ill.2d 66, 178 Ill.Dec. 777, 605 N.E.2d 571 (1992); *Ziemba v. Mierzwa*, 142 Ill.2d 42, 153 Ill.Dec. 259, 566 N.E.2d 1365 (1991).

[9, 10] With respect to plaintiff's contention concerning AT & T's duty arising from its purported voluntary undertaking, section 323 of the Restatement (Second) of Torts provides as follows:

> "One who undertakes, gratuitously or for consideration, to render services to another which he should recognize as necessary for the protection of the other's person or things, is subject to liability to the other for physical harm resulting from his failure to exercise reasonable care to perform his undertaking, if
>
> (a) his failure to exercise such care increases the risk of such harm, or
>
> (b) the harm is suffered because of the other's reliance upon the undertaking." Restatement (Second) of Torts § 323, at 135 (1965).

See generally, *Cross v. Wells Fargo Alarm Services*, 82 Ill.2d 313, 45 Ill.Dec. 121, 412 N.E.2d 472 (1980); *Jackson v. Hilton Hotels Corp.*, 277 Ill.App.3d 457, 214 Ill.Dec. 31, 660 N.E.2d 222 (1995). Whether a duty has been voluntarily undertaken is a question of law to be determined by the court. *Gouge v. Central Illinois Public Service Co.*, 144 Ill.2d 535, 163 Ill.Dec. 842, 582 N.E.2d 108 (1991); *Jackson v. Hilton Hotels Corp.*

In the instant case, plaintiff has failed to allege facts sufficient to establish in the first instance that defendant voluntarily assumed or undertook any duty to properly maintain and secure the battery hoist for transport. First, it is undisputed that AT & T had neither control nor influence over the manner in which plaintiff, an independent contractor retained by Quinn (who was also an independent contractor), readied or moved the hoist, and that plaintiff had total discretion in preparing and moving the hoist. Moreover, plaintiff did not submit any evidence that AT & T strapped the motor to the hoist, nor any evidence regarding whether the strapping was undertaken as protection for the plaintiff. Lastly, and more overridingly, even if we were to presume that the strapping was effected by AT & T, there is no evidence whatsoever submitted by plaintiff that he relied upon the safety of that strapping. In fact, the record is clear that plaintiff himself checked the strapping of the motor to ensure it was fastened securely prior to moving the hoist, as was his customary practice when moving that particular hoist.

[11–13] Plaintiff urges that even if there is no basis for liability under a theory of voluntary undertaking, there is a basis established for liability under a theory of gratuitous bailment. In that regard, he contends that there is a genuine issue of material fact that AT & T, as a gratuitous bailor of the hoist, breached a duty to plaintiff to provide a safe hoist or to warn plaintiff of its dangers. We first note that contentions not raised in the trial court are waived on appeal, even in a summary judgment case. *Witek v. Leisure Technology Midwest, Inc.*, 39 Ill.App.3d 637, 640, 350 N.E.2d 242, 245 (1976) ("This rule of waiver applies even in a summary judgment case"); *Wilson v. Gorski's Food Fair*, 196 Ill.App.3d 612, 143 Ill.Dec. 477, 554 N.E.2d 412 (1990). However, even if the argument were preserved, we note that there was no evidence presented that AT & T breached a duty to plaintiff as a gratuitous bailor of the hoist.

> "[A] gratuitous bailor may be liable for physical harm caused by the use of his chattel when he knows or has reason to know that the chattel is or is likely to be dangerous when put to the use for which it is supplied; has no reason to believe that those for whose use the chattel is supplied will realize its dangerous condition; and fails to exercise reasonable care to inform the user of its dangerous condition or of the facts which make it likely to be dangerous." *Pagano v. Occidental Chemical Corp.*, 257 Ill.App.3d 905, 913, 196 Ill.Dec. 24, 30, 629 N.E.2d 569, 575 (1994).

[14] Plaintiff has not produced evidence as to any specific defect either in the design or manufacture of the hoist itself which would indicate that AT & T had actual or constructive knowledge that the hoist was unsafe when it was handed over to plaintiff. Plaintiff himself did not testify as to the condition of the hoist except to say that the strap loosened. The only other evidence that plaintiff has presented consists of unsubstantiated hearsay statements. In that regard, plaintiff testified in his deposition to a conversation which took place after the accident with an AT & T installer who told plaintiff that certain other fellow employees had stated that after plaintiff's accident they refused to use the hoist because it was unsafe, and that AT & T ultimately returned the hoist to its manufacturer. However, plaintiff was unable to identify those other AT & T employees, and he did not provide any further detail regarding the specific contents of their statements. Such unsubstantiated hearsay statements cannot be considered in a ruling on a motion for summary judgment. See *Certified Mechanical Contractors, Inc. v. Wight & Co., Inc.*, 162 Ill.App.3d 391, 113 Ill.Dec. 888, 515 N.E.2d 1047 (1987) (in deciding a motion for summary judgment, court should ignore personal conclusions, opinions and self-serving statements and consider only facts admissible in evidence under the rules of evidence); *Seefeldt v. Millikin National Bank of Decatur*, 154 Ill.App.3d 715, 107 Ill.Dec. 161, 506 N.E.2d 1052 (1987) (although a complaint may purport to raise an issue of material fact, summary judgment is appropriate if such issue is not further supported by evidentiary facts, and in determining the genuineness of a fact, a court should ignore personal conclusions and opinions and consider only admissible facts).

Plaintiff's reliance on *Pagano* is not well taken. There, the court on appeal did find an issue of fact as to whether a defective dolly supplied by the defendant to help move certain barrel drums of ink rendered the defendant liable under a theory of gratuitous bailment. However, in that case, plaintiff gave direct testimony as to specific, observable defects in the dolly which, if believed, would establish that the dolly was defective. Here, aside from the inadmissible hearsay rumors which were reported, the plaintiff himself presented no evidence to show either a defect in the hoist or that AT & T knew or should have known of any dangerous propensities in the hoist. Consequently, the evidence presented here was not effective to support a counterinference for purposes of summary judgment.

[15] Plaintiff next contends that the trial court erred in its refusal in its July 27 order to allow him leave to amend his complaint to more specifically allege facts that there was a voluntary undertaking and that it was implemented negligently. We disagree.

Section 2–1005(g) of the Illinois Code of Civil Procedure (735 ILCS 5/2–1005(g) (West 1994)) provides as follows:

> "(g) Amendment of pleading. Before or after the entry of a summary judgment, the court shall permit pleadings to be amended upon just and reasonable terms."

The allowance of an amendment to the pleadings is in the trial court's discretion, and reversible error can only be found if there is a manifest abuse of discretion. *Loyola Academy v. S & S Roof Maintenance, Inc.*, 146 Ill.2d 263, 166 Ill.Dec. 882, 586 N.E.2d 1211 (1992). See also *Misselhorn v. Doyle*, 257 Ill.App.3d 983, 195 Ill.Dec. 881, 629 N.E.2d 189 (1994); *Eyman v. McDonough District Hospital*, 245 Ill.App.3d 394, 184 Ill.Dec. 502, 613 N.E.2d 819 (1993).

As noted, on July 27, immediately after the trial court entered summary judgment against him, plaintiff made an oral motion to amend his complaint, as follows:

> "**MR. JOHNSON** [Plaintiff's attorney]: I'll set it out to specifics that they undertook the duty to secure the hoist and they negligently performed that duty and as a result Plaintiff was injured based upon the *Nelson v. Pippen, Phillips* [*sic*] case, that one undertakes a duty to do something, they do so negligently, and someone is injured, they are absolutely liable.
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> If the fact that the Court feels that the premises liability count cannot stand does not mean then that a negligent voluntarily [*sic*] undertaking is not proper here.

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The court denied plaintiff's motion to amend, stating that "It's an '89 case. I'll deny the motion [to amend]."

We first note that plaintiff never made the proposed amended complaint a part of the record on appeal, except for his oral proposal before the trial judge which, without any offers of new evidence, essentially duplicates the voluntary undertaking theory which has already been argued and rejected. Plaintiff's failure to include the proposed amendment and supporting facts therefor in the record could be found to constitute a waiver in this court of his right to have the denial of his request for leave to amend reviewed. See *Mendelson v. Ben A. Borenstein & Co.*, 240 Ill.App.3d 605, 181 Ill.Dec. 114, 608 N.E.2d 187 (1992) (plaintiff's failure to tender amended complaint or to include it in the appellate record diminished the appellate court's ability to determine whether the proposed amendment would provide a viable theory against defendant, and constituted waiver of right to a review of the denial of his request for leave to amend). See also *Ignarski v. Norbut*, 271 Ill.App.3d 522, 207 Ill.Dec. 529, 648 N.E.2d 285 (1995) (no abuse of discretion in denying motion for leave to amend complaint where movant orally moved to amend yet failed to submit proposed amendment to trial court).

Notwithstanding waiver, even if we were to review the amendment which plaintiff orally proposed, we would find no abuse of discretion by the trial court in denying plaintiff leave to amend. As already discussed, there was ample evidence before the trial court to support its conclusion that the facts in this case as revealed in the summary judgment submissions would not permit a pleading which could allege a valid cause of action. Moreover, by the same token, even if the complaint were amended to more specifically allege a voluntary undertaking as requested by the plaintiff, the allegations of the complaint would be superseded by the extrinsic facts already submitted which as noted would facilitate for summary judgment. See *Werckenthein v. Bucher Petrochemical Co.*, 248 Ill.App.3d 282, 188 Ill.Dec. 332, 618 N.E.2d 902 (1993) (where allegations in nonmovant's complaint are contravened by movant's extrinsic submissions in summary judgment proceedings, extrinsic submissions control); *East Side Fire Protection District v. City of Belleville*, 221 Ill.App.3d 654, 164 Ill.Dec. 192, 582 N.E.2d 755 (1991) (nonmovant must controvert proofs offered by movant in support of motion for summary judgment and cannot merely rest on pleadings); *Seefeldt v. Millikin National Bank of Decatur*. The issue here is not simply that plaintiff's complaint is deficient in its framing of the issues, but that, as discussed, the testimony and evidence presented in support of his negligent voluntary undertaking theory are deficient, and fall short of establishing a genuine issue of material fact such that judgment should not be entered as a matter of law on that theory of action.

Plaintiff's reliance on *Loyola Academy v. S & S Roof Maintenance, Inc.*, 146 Ill.2d 263, 166 Ill.Dec. 882, 586 N.E.2d 1211 (1992) is not well taken. In *Loyola*, the court on appeal set forth four factors to determine whether the trial court had abused its discretion in denying a section 2–1005(g) amendment, including whether the proposed amendment would cure the defective pleading, whether it would cause prejudice or surprise to other parties, whether it was timely, and whether previous opportunities to amend the pleading could be identified.

Applying these factors in order, in the instant case the question of whether plaintiff's proposed amendment would cure the defective pleading is not relevant, because as already discussed, AT & T succeeded in its motion for summary judgment not because plaintiff's complaint was improperly pleaded, but because the evidence presented at summary judgment shows no genuine issue of material fact regarding the allegations in the complaint. *Werckenthein v. Bucher Petrochemical Co.; East Side Fire Protection District v. City of Belleville.* Taking the second and third *Loyola* factors together (whether there would be prejudice or surprise to AT & T and whether the proposed amendment was timely), the record is ample to support the trial court's determination that the allowance

of an amendment would in fact be prejudicial to AT & T, insofar as the amendment was being sought on the eve of trial, five years after the inception of this lawsuit, with no explanation from plaintiff as to why he never before attempted to develop the facts which would be necessary to withstand AT & T's motion for summary judgment. See *Mendelson v. Ben A. Borenstein & Co.* (no abuse of discretion in denying leave to amend following grant of summary judgment where proposed amendment was sought beyond the pleading stages). See also *Ignarski v. Norbut.*

The final *Loyola* factor is whether plaintiff had sufficient prior opportunities to amend. To that extent, we note that plaintiff indeed had substantial opportunities to amend. Although plaintiff complains that AT & T never gave him notice of any deficiency in his complaint which would require amendment because AT & T never filed a motion to dismiss prior to filing its motion for summary judgment, it is axiomatic that a party can amend its pleading on its own motion. See 3 R. Michael, Illinois Practice, ch. 26, at 446 (West 1989). The case of *Evans v. United Bank of Illinois, N.A.*, 226 Ill.App.3d 526, 168 Ill.Dec. 533, 589 N.E.2d 933 (1992), upon which plaintiff relies, does give credence to plaintiff's contention under the fourth *Loyola* factor that the failure of AT & T to challenge his pleadings prior to its motion for summary judgment deprived plaintiff of any prior opportunity to amend. However, we note that in *Evans* the court on appeal did not rely on that factor alone in finding that the trial court abused its discretion in denying the plaintiff in that case leave to amend, but found that *all* of the *Loyola* factors supported that plaintiff's motion for leave to amend.

In any event, even if plaintiff were correct in his reliance upon *Evans*, we need not consider its application here. As already discussed, the issue here is not whether the allegations of the complaint were sufficient to state a cause of action based upon a voluntary undertaking theory, but whether the facts adduced were sufficient to create an inference to support such allegations. See *Werckenthein v. Bucher Petrochemical Co.; East Side Fire Protection District v. City of Belleville.* As previously noted, the facts submitted here are insufficient to raise such an inference. Hence, we find that the trial court's denial of the motion to amend was not an abuse of discretion. See *Regas v. Associated Radiologists, Ltd.*, 230 Ill.App.3d 958, 172 Ill.Dec. 553, 595 N.E.2d 1223 (1992) (where a cause of action cannot be stated even after amendment, leave to amend should be denied).

For the foregoing reasons, the judgment of the Circuit Court of Cook County is affirmed.

McNULTY, P.J., and HOURIHANE, J., concur.



283 Ill.App.3d 112
669 N.E.2d 655

The PEOPLE of the State of Illinois, Plaintiff–Appellee,

v.

Vernetta CASSELL, Defendant–Appellant.

The PEOPLE of the State of Illinois, Plaintiff–Appellee,

v.

Curlee SIMMONS, Defendant–Appellant.

Nos. 1–94–2782, 1–95–1380.

Appellate Court of Illinois, First District, Fifth Division.

Aug. 9, 1996.

Rehearing Denied Sept. 11, 1996.

Defendants were convicted in the Circuit Court, Cook County, John J. Moran, J., of aggravated criminal sexual assault, and one defendant was convicted of additional crimes of home invasion and aggravated kidnapping. Defendants appealed. The Appellate Court, McNulty, P.J., held that: (1) circuit court had adequate basis for its determination that victim was not entitled to assert privilege

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against self-incrimination; ficient evidence that defe threat of force in order to course with victim to sup aggravated criminal sexua was sufficient evidence tha ly confined victim to supp napping conviction; (4) denied effective assistan defendant who drove vehi assault occurred was crir for the assault; and (6) e of emergency room nurse ny that victim identified d al who dragged her fr harmless error.

Affirmed.

1. Witnesses ⇐297(13.1)

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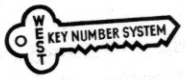
debridement and skin grafting. In *Fomond*, a two-and-one-half-year-old girl sustained third-degree burns that required at least seven surgeries, including two skin grafts and continued physical therapy even several years after receiving the burns. In *Negrete*, a 17–month–old baby boy sustained burns from hot water, resulting in permanent scarring across 60% of his body and, due to the burning of his genital area, possible permanent damage to his reproductive capacity. In *Rogers*, the defendant poured grain alcohol on top of the female victim's head and then threw a lit match at her, causing her head, face, chest and pants to ignite.

In light of the above-cited case law, I would reverse defendant's conviction for heinous battery.

Defendant was properly convicted of aggravated battery against a child, however, no sentence was imposed for that crime. If a reviewing court reverses a conviction on which the sentence was imposed, it can remand for sentencing on a conviction on which no sentence was imposed. Such process has been approved in *People v. Dixon*, 91 Ill.2d 346, 63 Ill.Dec. 442, 438 N.E.2d 180 (1982) and *People v. Frantz*, 150 Ill.App.3d 296, 300, 103 Ill.Dec. 649, 501 N.E.2d 966 (1986) ("[i]f the reviewing court acts to affirm the incomplete judgment of conviction, the reviewing court then must remand the cause for imposition of sentence").



283 Ill.App.3d 126
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Fernando LAJATO, Plaintiff–Appellant,

v.

AT & T, INC., Defendant–Appellee, and Third Party Plaintiff (Quinn Delivery Service, Inc., Third Party Defendant).

No. 1–95–0447.

Appellate Court of Illinois,
First District, Fifth Division.

Aug. 9, 1996.

Independent contractor who was injured when loading telephone company's battery hoist for transport brought negligence action against telephone company. The Circuit Court, Cook County, Anthony J. Bosco, J., granted summary judgment for telephone company. Contractor appealed. The Appellate Court, Gordon, J., held that: (1) contractor's motion for reconsideration was timely; (2) telephone company had not voluntarily undertaken duty to properly maintain and secure battery hoist for transport; (3) telephone company was not liable as gratuitous bailor; and (4) trial court did not abuse its discretion by denying contractor's motion to amend his complaint.

Affirmed.

1. Judgment ⇐321, 386(1)

Posttrial motion must be filed within 30 days of final judgment or trial court will lose jurisdiction to modify or vacate final order which it entered after lapse of 30 days. S.H.A. 735 ILCS 5/2–1203.

2. Motions ⇐39

Motion to reconsider is posttrial motion, and therefore falls within purview of post-judgment motions which must be filed within 30 days after challenged judgment is entered. S.H.A. 735 ILCS 5/2–1203.

3. Appeal and Error ⇐344

Only if posttrial motion is timely filed will it extend time for filing notice of appeal. Sup.Ct.Rules, Rule 303(a)(1).

4. Judgment ⇐186

Motion to reconsider filed within 30 days of entry of summary judgment was timely, although no certificate of service was filed until well after 30 days of entry of summary judgment. S.H.A. 735 ILCS 5/2–1203; Sup. Ct.Rules, Rule 104.

5. Appeal and Error ⇐893(1), 1073(1)

Although trial court did not entertain motion for reconsideration of summary judgment in erroneous belief that it did not have jurisdiction to hear motion, appellate court

did not need to remand to allow trial court to consider merit of motion, as grant of summary judgment required de novo review by appellate court to determine question of law.

6. Negligence ⇐36

Independent contractor could not base personal injury action against defendant on theory of premises liability, where he was injured in bed of his truck and not due to any condition of defendant's premises.

7. Appeal and Error ⇐893(1)

Appellate review of order granting summary judgment is de novo.

8. Judgment ⇐185(2)
Negligence ⇐1

To withstand motion for summary judgment in action based in negligence, plaintiff must allege facts sufficient to show that defendant owed him a duty, that defendant breached that duty, and that his injury proximately resulted from that breach.

9. Negligence ⇐20

Telephone company did not voluntarily undertake duty to properly maintain and secure its battery hoist for transport, where independent contractor, who was injured by hoist when loading it for transport as result of loosening of strap securing motor, had total discretion in preparing and moving hoist, and there was no evidence that telephone company had strapped motor, that strapping was undertaken as protection for contractor, or that contractor relied upon safety of strapping. Restatement (Second) of Torts § 323.

10. Negligence ⇐136(14)

Whether a duty has been voluntarily undertaken is question of law to be determined by court. Restatement (Second) of Torts § 323.

11. Bailment ⇐35

Telephone company was not liable as gratuitous bailor for injuries sustained by independent contractor when strap securing motor on battery hoist loosened when contractor was loading hoist for transport, where contractor presented no evidence other than inadmissible hearsay rumors to show either defect in hoist or that telephone company knew or should have known of any dangerous propensities in hoist.

12. Appeal and Error ⇐169

Contentions not raised in trial court are waived on appeal, even in summary judgment case.

13. Bailment ⇐9, 21

Gratuitous bailor may be liable for physical harm caused by use of chattel when he knows or has reason to know that chattel is or is likely to be dangerous when put to use for which it was supplied, has no reason to believe that those for whose use chattel is supplied will realize its dangerous condition, and fails to exercise reasonable care to inform user of its dangerous condition or of facts which make it likely to be dangerous.

14. Judgment ⇐185(1)

Unsubstantiated hearsay statements cannot be considered in ruling on motion for summary judgment.

15. Pleading ⇐236(6)

Trial court did not abuse its discretion by denying motion of independent contractor, who was injured when loading telephone company's battery hoist for transport, to amend his complaint to allege more specifically facts that there was voluntary undertaking by telephone company, after trial court granted summary judgment for telephone company, where issue was not that complaint was deficient in its framing of issues but that evidence presented in support of voluntary undertaking theory failed to establish genuine issue of material fact, and amendment would be prejudicial to telephone company in that amendment was sought on eve of trial and five years after inception of lawsuit, with no explanation as to why contractor never before attempted to develop facts necessary to withstand telephone company's summary judgment motion.

Beerman, Swerdlove, Woloshin, Barezky, Becker, Genin & London, Harvey L. Walner & Associates, Chicago (Alvin R. Becker, Harvey L. Walner, Christopher A. White, of counsel), for Appellant.

William F. DeYoung, Loretto M. Kennedy, Carole C. Tubbesing Burke, Weaver & Prell, Chicago, for American Telephone & Telegraph.

Justice GORDON delivered the opinion of the Court:

This is an action for damages brought by the plaintiff, Fernando Lajato, arising from injuries he incurred while working as an independent contractor for third-party defendant Quinn Delivery Service, Inc. (Quinn) to move a battery hoist owned by defendant AT & T. AT & T filed a contingent third-party complaint against Quinn, not at issue in this appeal, seeking indemnification pursuant to the delivery service contract between Quinn and AT & T, in the event plaintiff recovered a judgment in his tort action against AT & T. AT & T subsequently filed a motion for summary judgment against plaintiff which the trial court granted. In that order, the court also denied plaintiff's oral motion requesting leave to amend his complaint. Subsequently, plaintiff filed a motion to reconsider, which the court ultimately struck by reason of its alleged lack of jurisdiction to hear it. Plaintiff appeals from the orders granting summary judgment to AT & T, denying his motion to amend his complaint, and refusing to hear his motion to reconsider. AT & T has moved to dismiss this appeal for lack of appellate jurisdiction.

In November 1989, plaintiff filed a complaint against AT & T, wherein he alleged that on July 1, 1988, he was on the premises of AT & T on behalf of Quinn in order to move an AT & T battery hoist. The complaint further alleged that while performing that task, the hoist fell upon him, causing him injuries for which he sought damages. The complaint averred that AT & T was negligent in its failure to maintain, inspect, and repair the battery hoist, and for AT & T's failure to warn plaintiff of the propensity of the hoist to fall. In April 1990, AT & T filed its answer, specifically denying each basis for recovery alleged in plaintiff's complaint. The matter was scheduled for trial in June 1995.

On April 25, 1994, AT & T filed a motion for summary judgment, alleging that, based upon the undisputed facts, it was clear that it owed no duty of care to plaintiff with respect to his injuries. In support of its motion, AT & T submitted excerpts of the deposition testimony of plaintiff and a copy of the delivery services contract between AT & T and Quinn. In his deposition, plaintiff testified that on the date of the accident, July 1, 1988, he was making pick-ups and deliveries of telephone equipment at various AT & T locations as an independent contractor for Quinn. He stated that he had received instructions from Quinn via radio to go to an AT & T property in Rolling Meadows, Illinois, the scene of the accident, to pick up a battery hoist and to transport it to another AT & T location in Rockford, Illinois. Approximately 99% of plaintiff's delivery work for Quinn involved pick-ups and deliveries of AT & T equipment. The plaintiff stated that AT & T did not direct him in his moving work, but rather, allowed him to use his own expertise to determine how each move would be accomplished.

Plaintiff further testified that the battery hoist, which weighs approximately 500 pounds, was used to lift batteries weighing approximately 300 pounds up onto shelves. Plaintiff described the hoist as being rectangular in shape, on wheels, and consisting of a large, black metal frame with a motor and hoist accessories suspended from the top middle of the frame. The hanging motor and accessories could be pulled to one side of the hoist frame and secured thereto with a nylon strap and a chain, both of which were also attached to the hoist, in order to stabilize the hoist during transport and when not in use to perform its battery-lifting function. It was plaintiff's customary practice to inspect the hoist to ensure that the motor and accessories were firmly secured with the strap and the chain prior to moving the hoist. Plaintiff had moved this particular hoist on at least 10–15 different occasions.

Plaintiff's deposition further revealed that when he reached the AT & T Rolling Meadows location, an AT & T employee directed him to the hoist, and that after that brief conversation, plaintiff had no further discussions with anyone, AT & T employees or otherwise, until after the accident. Wh

plaintiff approached the hoist, he observed that its motor and accessories were already strapped and secured to the hoist's frame. He also testified that he personally examined the strap to ensure that the hanging apparatus was firmly secured to the frame of the hoist with the nylon strap and the motor chain before attempting to move the hoist. Plaintiff then wheeled the hoist to the back of his truck and onto his truck's hydraulic lift platform, which he had lowered to ground-level in order to lift the hoist into his truck. After raising the lift and the hoist from ground-level up to the truck's bed, plaintiff climbed into the truck bed and began to pull the hoist into the bed.

Plaintiff further testified that while pulling the hoist into the truck, the strap around the motor and hoist accessories loosened for reasons beyond his knowledge, permitting the motor and the accessories to swing free and the weight of the hoist to shift towards him. Immediately thereafter, the hoist fell onto plaintiff, causing him various injuries. Plaintiff stated that there were no known witnesses to the accident. He also stated that about two months after the accident, he heard from an AT & T installer that certain fellow laborers at AT & T had told him that after plaintiff's accident, they would not use that hoist because it was unsafe, and that AT & T ultimately shipped the hoist back to the manufacturer.

In addition to plaintiff's deposition testimony, AT & T submitted the Quinn–AT & T delivery contract in support of its motion for summary judgment. That contract reveals that Quinn, through its own independent contractors, performed moving services for defendant AT & T. The contract required Quinn to

> "receive, pick up, load, transport, unload, and deliver telephone equipment and other material (the "Material"), and perform the other services provided for in this agreement as ordered by [AT & T] from April 1, 1987 to March 31, 1989."

The contract further provided that Quinn or its agents

> "shall have the sole and exclusive care, custody and control of the Material from the time it is tendered to [Quinn], [Quinn's] agents or servants, until it is delivered to and accepted by [AT & T] * * *."

In his response to AT & T's motion for summary judgment, plaintiff argued that AT & T had voluntarily assumed and breached a duty to him to keep its premises safe and to maintain the hoist such that it would not do harm to those moving it. In support of his position, plaintiff attached additional excerpts from his own deposition, pointing to his testimony that the AT & T hoist's motor and accessories were already secured to the frame of the hoist by the nylon strap and the motor chain when he arrived at the site to move the hoist. He also referred to his testimony that there was no motor lock securing the motor to the frame, and that the motor and accessories would not have swung free after the strap loosened if there had been such a motor lock.

In a hearing on July 27, 1994, the trial court granted AT & T's motion for summary judgment with prejudice. Later at that same hearing, the trial court heard plaintiff's oral request for leave to amend his complaint pursuant to section 2–1005(g) of the Illinois Code of Civil Procedure (735 ILCS 5/2–1005(g) (West 1994)), where plaintiff argued that he should be allowed to amend his complaint to show that AT & T voluntarily undertook to secure the hoist and did so negligently. The court denied plaintiff's motion to amend, stating as its reason that "[i]t's an '89 case."

On August 25, 1994, within 30 days of the July 27 order granting summary judgment and denying leave to amend, plaintiff filed a motion to reconsider. However, plaintiff did not serve AT & T with that motion until September 18, 1994, at which time he transmitted that motion to AT & T via facsimile at AT & T's request. No notice of motion was served upon AT & T until November 9, 1994, and plaintiff did not file a certificate of service for that motion until November 17, 1994.

AT & T subsequently filed a motion objecting to plaintiff's motion to reconsider, arguing that the trial court had no jurisdiction to hear it based on plaintiff's failure to file a proof of service within 30 days of the July 27 order. On January 13, 1995, the trial court

sustained AT & T's objection, finding that it had no jurisdiction to hear plaintiff's motion to reconsider, and therefore did not address the merits of that motion. On January 25, 1995, within 30 days of the trial court's January 13 order, plaintiff filed his notice of appeal, both from that order and from the July 27, 1994 order granting summary judgment and denying plaintiff leave to amend.

Plaintiff contends on appeal that the trial court erred in granting summary judgment because by improperly securing the battery hoist for transport, AT & T negligently performed a voluntary undertaking, and because as a gratuitous bailor, AT & T knew the hoist was dangerous yet failed to inform plaintiff of its dangerous condition. Plaintiff also contends that the trial court abused its discretion in denying him leave to amend his complaint after the grant of summary judgment.

I. JURISDICTION:

Before reaching plaintiff's contentions on appeal, we must first address defendant's motion to dismiss this appeal for want of appellate jurisdiction. *Bell Federal Savings & Loan Ass'n v. Bank of Ravenswood*, 203 Ill.App.3d 219, 148 Ill.Dec. 559, 560 N.E.2d 1156 (1990). In its motion to dismiss, AT & T contends that plaintiff's failure to file a proof of service with its August 25, 1994 motion to reconsider prevents this court from reviewing either of the trial court's July 27 or January 13 orders. Defendant argues, somewhat obliquely, that plaintiff's motion to reconsider should not be considered as being timely filed, because it was not accompanied by a proof of service, and as a result, the trial court was correct in stating that it had no jurisdiction to consider it. Consequently, defendant would urge that the motion to reconsider did not have the effect of extending the time for filing plaintiff's notice of appeal beyond the initial 30 day period following entry of the summary judgment order. See Illinois Supreme Court Rule 303(a)(1) (155 Ill.2d R. 303(a)(1)) (discussed more fully below). We disagree.

[1–3] Under Supreme Court Rule 303(a)(1), a notice of appeal must be filed within 30 days after the entry of the final judgment from which the appeal is taken, or, if a timely post-trial motion directed at the judgment is filed, within 30 days after entry of the order disposing of the last pending post-trial motion. (134 Ill.2d R. 303(a)(1)). Under section 2–1203 of the Illinois Code of Civil Procedure, a post-trial motion must be filed within 30 days of a final judgment. 735 ILCS 5/2–1203 (West 1994). Otherwise, the trial court will lose jurisdiction to modify or vacate the final order which it entered after the lapse of 30 days. *Archer Daniels Midland Co. v. Barth*, 103 Ill.2d 536, 83 Ill.Dec. 332, 470 N.E.2d 290 (1984); *In Matter of Application of County Treasurer*, 208 Ill.App.3d 561, 153 Ill.Dec. 528, 567 N.E.2d 486 (1990). A motion to reconsider is a post-trial motion (*Elmhurst Auto Parts v. Fencl–Tufo Chevrolet*, 235 Ill.App.3d 88, 175 Ill.Dec. 771, 600 N.E.2d 1229 (1992)), and therefore "falls within the purview of post-judgment motions which must be filed within 30 days after the challenged judgment is entered." *Sho–Deen, Inc. v. Michel*, 263 Ill.App.3d 288, 290, 200 Ill.Dec. 729, 732, 635 N.E.2d 1068, 1071 (1994). Only if a post-trial motion is timely filed pursuant to section 2–1203 will it extend the time for filing the notice of appeal under Rule 303(a). *In Matter of Application of County Treasurer.*

[4] Thus, the question as to whether the appellant's notice of appeal was filed beyond the 30 day period allowed under Rule 303(a), thereby depriving this court of its jurisdiction, depends upon whether the failure to file a certificate of service vitiated the filing of the plaintiff's motion to reconsider. If we determine that the filing of plaintiff's motion to reconsider on August 25 within 30 days after the July 27 summary judgment order was timely, notwithstanding the failure to file an accompanying certificate of service within that 30–day period, then plaintiff's notice of appeal from both the July 27 and the January 13 orders was timely. This would follow under Rule 303(a), since the notice of appeal was filed on January 25, within 30 days after the trial court's disposition on January 13 of plaintiff's motion to reconsider. On the other hand, if the trial court was correct in its determination that under section 2–1203, the timely filing of a certificate of service is

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jurisdictional, without which the motion to reconsider cannot be deemed to have been timely filed, then the notice of appeal in this case, filed more than three months after the entry of the summary judgment order, would be untimely pursuant to Rule 303(a) and leave this court without appellate jurisdiction.

The rule is clear that the absence of a certificate of service will not vitiate the filing of a motion to reconsider. This matter has been specifically preempted by Illinois Supreme Court Rule 104 (134 Ill.2d Rule 104), which provides at parts (b) and (d) as follows:

"(b) Filing of Papers and Proof of Service. Pleadings subsequent to the complaint, written motions, and other papers required to be filed shall be filed with the clerk with a certificate of counsel or other proof that copies have been served on all parties who have appeared * * *.

* * * * * *

(d) Failure to deliver or serve copies as required by this rule *does not in any way impair the jurisdiction of the court* over the person of any party, but the aggrieved party may obtain a copy from the clerk and the court shall order the offending party to reimburse the aggrieved party for the expense thereof." 134 Ill.2d R. 104(b), (d) (Emphasis added).

Thus, under Rule 104(d), the failure to deliver or serve copies does not impair the jurisdiction of the court. This rule has been applied to post-trial motions in *In re Marriage of Collins*, 154 Ill.App.3d 655, 107 Ill.Dec. 109, 506 N.E.2d 1000 (1987) and in *Kollath v. Chicago Title and Trust Co.*, 24 Ill.App.3d 353, 321 N.E.2d 344 (1974), which held that the failure to include proof of service with a post-trial motion will not invalidate the motion or render it untimely.

Defendant contends that Rule 104(d) only addresses the failure to actually serve copies of the motion but does not address the failure to file a certificate of service. This contention is devoid of any rationale since a failure to serve will preclude the filing of a certificate, unless the movant seeks to perjure himself. Thus, if the failure to actually serve notice does not impair jurisdiction, then *a fortiori*, the failure to serve a certificate of service will not impair the validity or timeliness of the motion. See *In re Marriage of Collins*.

Defendant's reliance on *Vlahakis v. Parker*, 3 Ill.App.3d 126, 278 N.E.2d 523 (1971) (abstract of op.) and *Ingrassia v. Ingrassia*, 156 Ill.App.3d 483, 109 Ill.Dec. 68, 509 N.E.2d 729 (1987) is misplaced. Although *Vlahakis* reached a contrary result, it is clear that that opinion did not purport to in any way consider or confront the impact of Rule 104(d) in its determination. That opinion has therefore been distinguished and rejected on that basis in *Kollath v. Chicago Title and Trust Co.*, 24 Ill.App.3d at 357–58, 321 N.E.2d at 348 ("Rule 104(d) renders a failure to comply with Rule 104(b) * * * non-jurisdictional * * * [and] the only cases decided since enactment of rule 104(d) which reached a contrary result [, including *Vlahakis v. Parker*,] did not consider that provision at all"). Likewise, the opinion in *Ingrassia* does not purport to consider rule 104(d) in its determination. Moreover, *Ingrassia* does not purport to deal with the validity or timeliness of the filing of a post-trial motion, but, rather, with the sufficiency of the notice of that motion when given to the opposing party only a few hours before the hearing on the motion. Hence, *Ingrassia* is not in point, since here there is no question that defendant had actual knowledge of the pendency of plaintiff's motion to reconsider well in advance of the scheduled hearing date on that motion.

Consequently, plaintiff's August 25 motion to reconsider, and therefore his January 25 notice of appeal, were seasonably filed, notwithstanding that no certificate of service was filed until long after 30 days had passed since summary judgment was entered on July 27. Since the August 25 motion was timely, the notice of appeal filed on January 25 complied with Rule 303(a) since it was filed within 30 days after the trial court disposed of the motion to reconsider, albeit on jurisdictional grounds, on January 13. Accordingly, our jurisdiction to review both the July 27 and January 13 orders of the trial court remains unimpaired.

[5] Defendant next would urge that if we determine that the January 13 order is reviewable, we should confine our review solely to the correctness of the trial court's denial of its jurisdiction over the motion to reconsider. Defendant contends that if we find that the trial court's jurisdictional determination was erroneous, we should remand the matter to the trial court to allow the trial court to first consider the merit of that motion. We disagree for the same reasons as articulated in *Myers v. Health Specialists, S.C.*, 225 Ill.App.3d 68, 167 Ill.Dec. 225, 587 N.E.2d 494 (1992). There, the court stated as follows:

> "Defendant initially urges us, without citation to authority, to remand this matter to the circuit court because that court did not address the merits of plaintiff's motion. This argument betrays a misperception of the nature both of the question presented and of our review. As noted above, we consider summary judgment orders *de novo:* we, like the circuit court, must decide only whether the parties' pleadings and other submissions present an issue of triable fact and if not, whether plaintiff is entitled to judgment as a matter of law. This is a question of law, not of fact." *Myers v. Health Specialists, S.C.*, 225 Ill.App.3d 68, 76, 167 Ill.Dec. 225, 231, 587 N.E.2d 494, 500 (1992).

Here, too, the grant of summary judgment is subject to *de novo* review, requiring our *de novo* determination whether the submissions of the parties presented triable issues of fact and if not whether defendant was entitled to a judgment as a matter of law. Thus, here, as in *Myers*, we may consider this appeal on its merits without the necessity of a remand.

II. MERITS:

[6] As noted earlier, plaintiff contends on appeal that the trial court erred in granting summary judgment because the facts are sufficient to create an inference that AT & T voluntarily assumed a duty to properly secure the battery hoist for transport, a duty which was breached as a result of AT & T's negligence. Additionally, plaintiff contends, for the first time on appeal, that there was error in granting summary judgment because the facts are sufficient to create an inference that as a gratuitous bailor, AT & T knew the hoist was dangerous yet failed to inform plaintiff of its dangerous condition. Plaintiff also contends that even if summary judgment was properly entered in favor of AT & T under the issues framed by the existing complaint, the trial court abused its discretion in denying him leave to amend his complaint pursuant to section 2–1005(g) of the Illinois Code of Civil Procedure (735 ILCS 5/2–1005(g) (West 1994)).[1]

[7, 8] We first address plaintiff's contention that the trial court erred in entering summary judgment pursuant to the issues framed by the existing complaint. Summary judgment is proper when the pleadings, depositions and affidavits on file, construed in the light most favorable to the nonmoving party, establish that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law. See generally 735 ILCS 5/2–1005 (West 1994); *First State Insurance Co. v. Montgomery Ward & Co.*, 267 Ill.App.3d 851, 204 Ill.Dec. 814, 642 N.E.2d 715 (1994); *Torres v. City of Chicago*, 261 Ill.App.3d 499, 197 Ill.Dec. 985, 632 N.E.2d 54 (1994); *Giannoble v. P & M Heating & Air Conditioning, Inc.*, 233 Ill.App.3d 1051, 175 Ill.Dec. 169, 599 N.E.2d 1183 (1992). Appellate review of an order granting summary judgment is *de novo. E.g., Hesselink v. R.L. Perlow Corp.*, 265 Ill.App.3d 473, 202 Ill.Dec. 36, 637 N.E.2d 575 (1994); *La Salle National Bank v. Skidmore, Owings & Merrill*, 262 Ill.App.3d 899, 200 Ill.Dec. 225, 635 N.E.2d 564

1. As previously noted, at the trial level, plaintiff urged liability both on the basis of premises liability and the law governing voluntary undertakings. Plaintiff has conceded on appeal that he cannot base his action against AT & T upon a theory of premises liability as a matter of law, due to the holding in *Pagano v. Occidental Chemical Corp.*, 257 Ill.App.3d 905, 913, 196 Ill.Dec. 24, 30, 629 N.E.2d 569, 575 (1994), insofar as he incurred his injuries in the bed of his truck, and not due to any condition of AT & T's premises. See also *Jackson v. Hilton Hotels Corp.*, 277 Ill.App.3d 457, 214 Ill.Dec. 31, 660 N.E.2d 222 (1995) (in action based on premises liability, no duty to plaintiff existed where plaintiff failed to show that his injuries were caused by any condition of the premises).

(1994). To withstand a motion for summary judgment in an action based in negligence, a plaintiff must allege facts sufficient to show that the defendant owed him a duty, that defendant breached that duty, and that his injury proximately resulted from that breach. See *DiBenedetto v. Flora Township*, 153 Ill.2d 66, 178 Ill.Dec. 777, 605 N.E.2d 571 (1992); *Ziemba v. Mierzwa*, 142 Ill.2d 42, 153 Ill.Dec. 259, 566 N.E.2d 1365 (1991).

[9, 10] With respect to plaintiff's contention concerning AT & T's duty arising from its purported voluntary undertaking, section 323 of the Restatement (Second) of Torts provides as follows:

> "One who undertakes, gratuitously or for consideration, to render services to another which he should recognize as necessary for the protection of the other's person or things, is subject to liability to the other for physical harm resulting from his failure to exercise reasonable care to perform his undertaking, if
>
> (a) his failure to exercise such care increases the risk of such harm, or
>
> (b) the harm is suffered because of the other's reliance upon the undertaking." Restatement (Second) of Torts § 323, at 135 (1965).

See generally, *Cross v. Wells Fargo Alarm Services*, 82 Ill.2d 313, 45 Ill.Dec. 121, 412 N.E.2d 472 (1980); *Jackson v. Hilton Hotels Corp.*, 277 Ill.App.3d 457, 214 Ill.Dec. 31, 660 N.E.2d 222 (1995). Whether a duty has been voluntarily undertaken is a question of law to be determined by the court. *Gouge v. Central Illinois Public Service Co.*, 144 Ill.2d 535, 163 Ill.Dec. 842, 582 N.E.2d 108 (1991); *Jackson v. Hilton Hotels Corp.*

In the instant case, plaintiff has failed to allege facts sufficient to establish in the first instance that defendant voluntarily assumed or undertook any duty to properly maintain and secure the battery hoist for transport. First, it is undisputed that AT & T had neither control nor influence over the manner in which plaintiff, an independent contractor retained by Quinn (who was also an independent contractor), readied or moved the hoist, and that plaintiff had total discretion in preparing and moving the hoist. Moreover, plaintiff did not submit any evidence that AT & T strapped the motor to the hoist, nor any evidence regarding whether the strapping was undertaken as protection for the plaintiff. Lastly, and more overridingly, even if we were to presume that the strapping was effected by AT & T, there is no evidence whatsoever submitted by plaintiff that he relied upon the safety of that strapping. In fact, the record is clear that plaintiff himself checked the strapping of the motor to ensure it was fastened securely prior to moving the hoist, as was his customary practice when moving that particular hoist.

[11–13] Plaintiff urges that even if there is no basis for liability under a theory of voluntary undertaking, there is a basis established for liability under a theory of gratuitous bailment. In that regard, he contends that there is a genuine issue of material fact that AT & T, as a gratuitous bailor of the hoist, breached a duty to plaintiff to provide a safe hoist or to warn plaintiff of its dangers. We first note that contentions not raised in the trial court are waived on appeal, even in a summary judgment case. *Witek v. Leisure Technology Midwest, Inc.*, 39 Ill.App.3d 637, 640, 350 N.E.2d 242, 245 (1976) ("This rule of waiver applies even in a summary judgment case"); *Wilson v. Gorski's Food Fair*, 196 Ill.App.3d 612, 143 Ill.Dec. 477, 554 N.E.2d 412 (1990). However, even if the argument were preserved, we note that there was no evidence presented that AT & T breached a duty to plaintiff as a gratuitous bailor of the hoist.

> "[A] gratuitous bailor may be liable for physical harm caused by the use of his chattel when he knows or has reason to know that the chattel is or is likely to be dangerous when put to the use for which it is supplied; has no reason to believe that those for whose use the chattel is supplied will realize its dangerous condition; and fails to exercise reasonable care to inform the user of its dangerous condition or of the facts which make it likely to be dangerous." *Pagano v. Occidental Chemical Corp.*, 257 Ill.App.3d 905, 913, 196 Ill.Dec. 24, 30, 629 N.E.2d 569, 575 (1994).

[14] Plaintiff has not produced evidence as to any specific defect either in the design or manufacture of the hoist itself which would indicate that AT & T had actual or constructive knowledge that the hoist was unsafe when it was handed over to plaintiff. Plaintiff himself did not testify as to the condition of the hoist except to say that the strap loosened. The only other evidence that plaintiff has presented consists of unsubstantiated hearsay statements. In that regard, plaintiff testified in his deposition to a conversation which took place after the accident with an AT & T installer who told plaintiff that certain other fellow employees had stated that after plaintiff's accident they refused to use the hoist because it was unsafe, and that AT & T ultimately returned the hoist to its manufacturer. However, plaintiff was unable to identify those other AT & T employees, and he did not provide any further detail regarding the specific contents of their statements. Such unsubstantiated hearsay statements cannot be considered in a ruling on a motion for summary judgment. See *Certified Mechanical Contractors, Inc. v. Wight & Co., Inc.*, 162 Ill.App.3d 391, 113 Ill.Dec. 888, 515 N.E.2d 1047 (1987) (in deciding a motion for summary judgment, court should ignore personal conclusions, opinions and self-serving statements and consider only facts admissible in evidence under the rules of evidence); *Seefeldt v. Millikin National Bank of Decatur*, 154 Ill.App.3d 715, 107 Ill.Dec. 161, 506 N.E.2d 1052 (1987) (although a complaint may purport to raise an issue of material fact, summary judgment is appropriate if such issue is not further supported by evidentiary facts, and in determining the genuineness of a fact, a court should ignore personal conclusions and opinions and consider only admissible facts).

Plaintiff's reliance on *Pagano* is not well taken. There, the court on appeal did find an issue of fact as to whether a defective dolly supplied by the defendant to help move certain barrel drums of ink rendered the defendant liable under a theory of gratuitous bailment. However, in that case, plaintiff gave direct testimony as to specific, observable defects in the dolly which, if believed, would establish that the dolly was defective. Here, aside from the inadmissible hearsay rumors which were reported, the plaintiff himself presented no evidence to show either a defect in the hoist or that AT & T knew or should have known of any dangerous propensities in the hoist. Consequently, the evidence presented here was not effective to support a counterinference for purposes of summary judgment.

[15] Plaintiff next contends that the trial court erred in its refusal in its July 27 order to allow him leave to amend his complaint to more specifically allege facts that there was a voluntary undertaking and that it was implemented negligently. We disagree.

Section 2–1005(g) of the Illinois Code of Civil Procedure (735 ILCS 5/2–1005(g) (West 1994)) provides as follows:

> "(g) Amendment of pleading. Before or after the entry of a summary judgment, the court shall permit pleadings to be amended upon just and reasonable terms."

The allowance of an amendment to the pleadings is in the trial court's discretion, and reversible error can only be found if there is a manifest abuse of discretion. *Loyola Academy v. S & S Roof Maintenance, Inc.*, 146 Ill.2d 263, 166 Ill.Dec. 882, 586 N.E.2d 1211 (1992). See also *Misselhorn v. Doyle*, 257 Ill.App.3d 983, 195 Ill.Dec. 881, 629 N.E.2d 189 (1994); *Eyman v. McDonough District Hospital*, 245 Ill.App.3d 394, 184 Ill.Dec. 502, 613 N.E.2d 819 (1993).

As noted, on July 27, immediately after the trial court entered summary judgment against him, plaintiff made an oral motion to amend his complaint, as follows:

> "**MR. JOHNSON** [Plaintiff's attorney]: I'll set it out to specifics that they undertook the duty to secure the hoist and they negligently performed that duty and as a result Plaintiff was injured based upon the *Nelson v. Pippen, Phillips* [*sic*] case, that one undertakes a duty to do something, they do so negligently, and someone is injured, they are absolutely liable.
>
> * * * * * *
>
> If the fact that the Court feels that the premises liability count cannot stand does not mean then that a negligent voluntarily [*sic*] undertaking is not proper here.

669 N.E.2d 654

There will be no
the evidence is t
position."

The court denied pl
stating that "It's a
motion [to amend]."

We first note tha
proposed amended
record on appeal, e
before the trial ju
offers of new evide
the voluntary unde
already been argue
failure to include t
and supporting fac
could be found to c
court of his right
request for leave t
Mendelson v. Ben
Ill.App.3d 605, 181
187 (1992) (plain
amended complaint
appellate record
court's ability to de
posed amendment
theory against de
waiver of right to a
request for leave to
ski v. Norbut, 271 I
629, 648 N.E.2d
discretion in deny
amend complaint w
to amend yet fai
amendment to trial

Notwithstanding
to review the amen
by proposed, we w
cretion by the trial
leave to amend. A
was ample evidenc
support its conclus
case as revealed i
submissions would
which could allege
Moreover, by the
complaint were am
allege a voluntary
by the plaintiff, th
plaint would be su
facts already submi
militate for summa
thein v. Bucher

There will be no new deps. That's what the evidence is through the Plaintiff's deposition."

The court denied plaintiff's motion to amend, stating that "It's an '89 case. I'll deny the motion [to amend]."

We first note that plaintiff never made the proposed amended complaint a part of the record on appeal, except for his oral proposal before the trial judge which, without any offers of new evidence, essentially duplicates the voluntary undertaking theory which has already been argued and rejected. Plaintiff's failure to include the proposed amendment and supporting facts therefor in the record could be found to constitute a waiver in this court of his right to have the denial of his request for leave to amend reviewed. See *Mendelson v. Ben A. Borenstein & Co.*, 240 Ill.App.3d 605, 181 Ill.Dec. 114, 608 N.E.2d 187 (1992) (plaintiff's failure to tender amended complaint or to include it in the appellate record diminished the appellate court's ability to determine whether the proposed amendment would provide a viable theory against defendant, and constituted waiver of right to a review of the denial of his request for leave to amend). See also *Ignarski v. Norbut*, 271 Ill.App.3d 522, 207 Ill.Dec. 529, 648 N.E.2d 285 (1995) (no abuse of discretion in denying motion for leave to amend complaint where movant orally moved to amend yet failed to submit proposed amendment to trial court).

Notwithstanding waiver, even if we were to review the amendment which plaintiff orally proposed, we would find no abuse of discretion by the trial court in denying plaintiff leave to amend. As already discussed, there was ample evidence before the trial court to support its conclusion that the facts in this case as revealed in the summary judgment submissions would not permit a pleading which could allege a valid cause of action. Moreover, by the same token, even if the complaint were amended to more specifically allege a voluntary undertaking as requested by the plaintiff, the allegations of the complaint would be superseded by the extrinsic facts already submitted which as noted would facilitate for summary judgment. See *Werckenthein v. Bucher Petrochemical Co.*, 248 Ill.App.3d 282, 188 Ill.Dec. 332, 618 N.E.2d 902 (1993) (where allegations in nonmovant's complaint are contravened by movant's extrinsic submissions in summary judgment proceedings, extrinsic submissions control); *East Side Fire Protection District v. City of Belleville*, 221 Ill.App.3d 654, 164 Ill.Dec. 192, 582 N.E.2d 755 (1991) (nonmovant must controvert proofs offered by movant in support of motion for summary judgment and cannot merely rest on pleadings); *Seefeldt v. Millikin National Bank of Decatur*. The issue here is not simply that plaintiff's complaint is deficient in its framing of the issues, but that, as discussed, the testimony and evidence presented in support of his negligent voluntary undertaking theory are deficient, and fall short of establishing a genuine issue of material fact such that judgment should not be entered as a matter of law on that theory of action.

Plaintiff's reliance on *Loyola Academy v. S & S Roof Maintenance, Inc.*, 146 Ill.2d 263, 166 Ill.Dec. 882, 586 N.E.2d 1211 (1992) is not well taken. In *Loyola*, the court on appeal set forth four factors to determine whether the trial court had abused its discretion in denying a section 2–1005(g) amendment, including whether the proposed amendment would cure the defective pleading, whether it would cause prejudice or surprise to other parties, whether it was timely, and whether previous opportunities to amend the pleading could be identified.

Applying these factors in order, in the instant case the question of whether plaintiff's proposed amendment would cure the defective pleading is not relevant, because as already discussed, AT & T succeeded in its motion for summary judgment not because plaintiff's complaint was improperly pleaded, but because the evidence presented at summary judgment shows no genuine issue of material fact regarding the allegations in the complaint. *Werckenthein v. Bucher Petrochemical Co.; East Side Fire Protection District v. City of Belleville.* Taking the second and third *Loyola* factors together (whether there would be prejudice or surprise to AT & T and whether the proposed amendment was timely), the record is ample to support the trial court's determination that the allowance

of an amendment would in fact be prejudicial to AT & T, insofar as the amendment was being sought on the eve of trial, five years after the inception of this lawsuit, with no explanation from plaintiff as to why he never before attempted to develop the facts which would be necessary to withstand AT & T's motion for summary judgment. See *Mendelson v. Ben A. Borenstein & Co.* (no abuse of discretion in denying leave to amend following grant of summary judgment where proposed amendment was sought beyond the pleading stages). See also *Ignarski v. Norbut.*

The final *Loyola* factor is whether plaintiff had sufficient prior opportunities to amend. To that extent, we note that plaintiff indeed had substantial opportunities to amend. Although plaintiff complains that AT & T never gave him notice of any deficiency in his complaint which would require amendment because AT & T never filed a motion to dismiss prior to filing its motion for summary judgment, it is axiomatic that a party can amend its pleading on its own motion. See 3 R. Michael, Illinois Practice, ch. 26, at 446 (West 1989). The case of *Evans v. United Bank of Illinois, N.A.*, 226 Ill.App.3d 526, 168 Ill.Dec. 533, 589 N.E.2d 933 (1992), upon which plaintiff relies, does give credence to plaintiff's contention under the fourth *Loyola* factor that the failure of AT & T to challenge his pleadings prior to its motion for summary judgment deprived plaintiff of any prior opportunity to amend. However, we note that in *Evans* the court on appeal did not rely on that factor alone in finding that the trial court abused its discretion in denying the plaintiff in that case leave to amend, but found that *all* of the *Loyola* factors supported that plaintiff's motion for leave to amend.

In any event, even if plaintiff were correct in his reliance upon *Evans*, we need not consider its application here. As already discussed, the issue here is not whether the allegations of the complaint were sufficient to state a cause of action based upon a voluntary undertaking theory, but whether the facts adduced were sufficient to create an inference to support such allegations. See *Werckenthein v. Bucher Petrochemical Co.; East Side Fire Protection District v. City of Belleville.* As previously noted, the facts submitted here are insufficient to raise such an inference. Hence, we find that the trial court's denial of the motion to amend was not an abuse of discretion. See *Regas v. Associated Radiologists, Ltd.*, 230 Ill.App.3d 958, 172 Ill.Dec. 553, 595 N.E.2d 1223 (1992) (where a cause of action cannot be stated even after amendment, leave to amend should be denied).

For the foregoing reasons, the judgment of the Circuit Court of Cook County is affirmed.

McNULTY, P.J., and HOURIHANE, J., concur.



283 Ill.App.3d 112
669 N.E.2d 655

The PEOPLE of the State of Illinois, Plaintiff–Appellee,

v.

Vernetta CASSELL, Defendant–Appellant.

The PEOPLE of the State of Illinois, Plaintiff–Appellee,

v.

Curlee SIMMONS, Defendant–Appellant.

Nos. 1–94–2782, 1–95–1380.

Appellate Court of Illinois, First District, Fifth Division.

Aug. 9, 1996.

Rehearing Denied Sept. 11, 1996.

Defendants were convicted in the Circuit Court, Cook County, John J. Moran, J., of aggravated criminal sexual assault, and one defendant was convicted of additional crimes of home invasion and aggravated kidnapping. Defendants appealed. The Appellate Court, McNulty, P.J., held that: (1) circuit court had adequate basis for its determination that victim was not entitled to assert privilege

Cite a

against self-incrimination; ficient evidence that defe threat of force in order to course with victim to sup aggravated criminal sexua was sufficient evidence tha ly confined victim to supp napping conviction; (4) denied effective assistan defendant who drove vehi assault occurred was crir for the assault; and (6) e of emergency room nurse ny that victim identified d al who dragged her fr harmless error.

Affirmed.

1. Witnesses ⇐297(13.1)

Trial court had adequ cation for aggravated crir for its determination th entitled to assert Fifth A against self-incrimination court did not conduct he whether victim's testimon her, where, in response t tions as to why she wan lege, victim never expres fear of being charged wit that she could not remem clearly. U.S.C.A. Const.A

2. Witnesses ⇐297(1)

Privilege against guards against compulsor tending to establish U.S.C.A. Const.Amend. 5

3. Witnesses ⇐297(1)

Although witness ir privilege to refuse to an tend to incriminate him secured by Fifth Amend those instances where wit cause to believe he or himself or herself to pro answers. U.S.C.A. Const

4. Witnesses ⇐297(1)

Once witness asser Amendment privilege not self or herself, trial cou

CENTEGRA Health System

DISCHARGE DATE | TIME

ACCOUNT NO.	ADMISSION DATE/TIME	BY	STATION ROOM	ACC	SERVICE	TYPE	A1	AS	UNIT NO AMEDICAL RECORD NO
B11179-00323	06/28/11 0246pm	MXC	EDB -		EMD	EDB	1	1	B0000109381

SEX	RC	MS	BIRTHDATE	SOC SEC NO	CLERGY	AD	OD	INJURY	FIN CLASS
M	3	S	03/19/70 41Y	[redacted]		N		AT WORK	L LIAB-MVA/M

PATIENT

PATIENT NAME AND ADDRESS
ENGLISH
DULBERG,PAUL R
4606 HAYDEN CT [redacted]
CELL#
MCHENRY IL 60051-7918 *MCHENRY CNTY, IL
PREVIOUS NAME

PATIENT EMPLOYER
SHARP PRINTING
4606 HAYDEN CT [redacted]
SELF EMP
MCHENRY IL 60050

GUARANTOR

GUARANTOR NAME AND ADDRESS
DULBERG, PAUL R
4606 HAYDEN CT [redacted]
SELF
MCHENRY IL 60051-7918 CELL#
SOC SEC NO [redacted] PHI CONTACT: Y

EMPLOYERS

GUARANTOR EMPLOYER
SHARP PRINTING
4606 HAYDEN CT [redacted]
SELF EMP
MCHENRY IL 60050

EMERGENCY CONTACT/RELATIVE 1
DULBERG, HERBERT [redacted]
4606 HAYDEN CT *FATHER
MCHENRY IL 60051-7918
PHI CONTACT: Y
SOC SEC NO

RELATIVE 1 EMPLOYER

INSURANCE

EMERGENCY CONTACT 2
DULBERG, BARBARA [redacted]
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: [redacted]
ACCIDENT DULBERG,PAUL R
99999 999999999 [redacted]

INSURANCE 2
DOB:

INSURANCE 3
DOB:

INSURANCE 4
DOB:

MISC.

DIAGNOSIS/COMPLAINT
ER

ATTENDING PHYSICIAN
FORD, APIWAT W

PRIMARY CARE PHYSICIAN
SEK, FRANK

COMMENT

ADMITTING PHYSICIAN
FORD, APIWAT W

ADDITIONAL PHYSICIAN

STN:ERA

PRINCIPAL DIAGNOSIS

COMPLICATIONS AND COMORBIDITIES

PRINCIPAL PROCEDURE & DATE

OTHER PROCEDURES & DATE

PRINTED BY: MRV0127

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 _____

Centegra Hospital-McHenry

CentegraHealthSystem

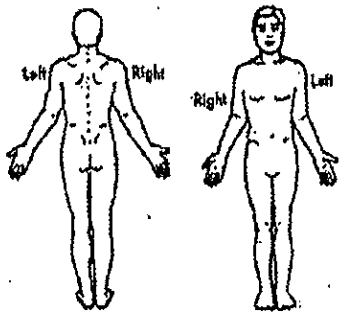
B1117900323
DULBERG, PAUL R
M 41Y
06/28/2011
0000109381

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 18 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: ___

FALL RISK ASSESSMENT
☐ Medically unsafe to be independently mobile
☐ Unaware or forgetful of physical limitations
☐ Recent history of falls

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: _____

Respiratory ☒ NA
☐ Distress ☐ None ☐ Mild
☐ Moderate ☐ Severe
☐ Stridor ☐ Nasal Flaring
☐ Retractions
☐ Productive cough: _____
☐ Unproductive cough

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: _____

ANY POSITIVE ANSWER INDICATES ENHANCED FALL RISK ☐ No risks noted

1455 Pt accompanied to ED by co-worker for lac laceration by chainsaw to (R) forearm. Pt alert to xray (1505) Pt back in ER at 18 Dr Ford at bedside (1522) Pt medicated as ordered (1530) Wound irrigated and cleaned. Dr Ford to suture. (1713) D/C instructions to pt. All questions addressed Pt ambulated in NAD

Associate Signature/Initials: WJD/KMD Associate Signature/Initials:_____

Centegra Hospital-McHenry

CentegraHealthSystem

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M 41Y (redacted)
06/28/2011
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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
☐ ABG		☐ PTT		☐ wound culture		☐ T Spine	
☐ Amylase		☐ RSV		☐		☐ LS Spine	
☐ Blood Culture		☐ Salicylate				☐ Ultrasound-	
☐ BMP		☐ Sputum culture				☐ CT Scan-Brain	
☐ BNP		☐ Strep				☐ CT Scan-C Spine	
☐ CBC w/diff		☐ Trichimonas				☐ CT Scan-Chest	
☐ CMPL		☐ Troponin ☐ POC		**Other/Miscellaneous**		☐ CT Scan-Chest PE	
☐ D. Dimer		☐ Tylenol		☐ O_2		☐ CT Scan-Abd/Pelvis	
☐ Digoxin Level		☐ Type & screen		☐ EKG Time Acquired		☐ MRI	
☐ ETOH		☐ Type & cross		Time Read		☐ FAST Scan	
☐ GC/Chlamydia		of units		☐ EKG Time Acquired		☐ ED Preg Ltd US	
☐ Hepatic Panel		☐ UA		Time Read		☐ ED Preg follow up US	
☐ HCG Qualitative		☐ UA/Reflex culture		**Medical Imaging**		☐ ED Pelvis Ltd US	
☐ HCG Quantitative		☐ Urine Culture		☐ Chest PA/Lat		☐ ED Abd Aorta US	
☐ Influenza Screen		☐ Urine Drug Screen		☐ Chest Port		☐ ED Doppler pelvis	
☐ Lipase		☐ Urine HCG ☐ Pos ☐ Neg ☐ POC		☐ C-Spine		☐ ED Venous Duplx Ext	
☐ MRSA		☐ Urine Dip ☐ POC		☐ X-Table		☐ ED Trauma trans echo	
☐ PT		☐ Wet prep		☐ Pelvis		☐ 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: 5'04" 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

☐ 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: _____ Initials: _____

RN: _____ Initials: _____ Physician: _____ Initials: _____

RN: _____ Initials: _____ Physician: _____ Initials: _____

Rev 04/04/11

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DATE: 06/28/2011

Centegra Hospital-McHenry

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M 41Y
06/28/2011
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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_2 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
☒ Irrigation: 1 Liter NS
☐ Soak: _____
☒ Antiseptic Wash
☐ Other: _____

Isolation Type: _____

☐ Dressing: _____
☐ Antibiotic
☐ Adaptic
☐ 4X4
☐ Kling
☐ Tube gauze
☐ Steristrip
☐ Burn dressing

☐ Ortho Care: _____
☐ Ice Time: _____ ☐ Cast
☐ Elevate Time: _____ ☐ Sling
☐ Splint: _____ ☐ Tubi Grip
☐ Knee immobilizer: _____
☐ Shoulder Immobilizer
☐ Ace Wrap
☐ SMV's after immobilization

☐ Crutches
☐ Patient's own crutches
☐ Crutch walking instr/ret demo
☐ Velcro Splint: _____
☐ Posterior mold: _____
☐ Location: _____
☐ Width: _____
☐ 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: WJD0610 @ 1713

Discharge Vital Signs:

Discharge Summary

RN: WJD0610 Initials: WJD
Tech: Rebecca Rotis Initials: RR0120

☐ 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)

RN: _____ Initials: _____

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B1117900323
DULBERG, PAUL R
M 41Y [redacted]
06/28/20
0000109381

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06

CentegraHealthSystem

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
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)
loss feeling / power arms / legs
headache / neck pain
double vision / hearing loss
nausea / vomiting

trouble breathing / chest pain
loss of bladder function
recent fever / illness
other injuries
☐ all systems neg except as marked

SOCIAL HX smoker +
recent ETOH −
lives at home +
drug use / abuse −
lives alone
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
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
__alert
__mild / moderate / severe distress
__anxious

EXTREMITIES

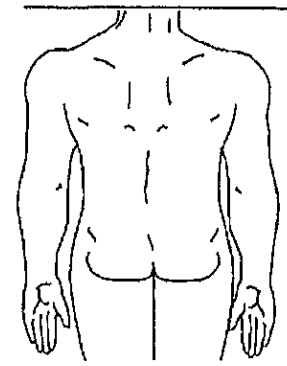
HAND
✓ nml inspection
✓ non-tender
__see diagram
__tenderness soft-tissue / bony
__swelling / ecchymosis
__deformity

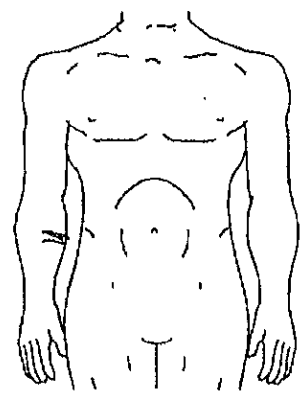
WRIST
✓ nml inspection
✓ non-tender
✓ nml ROM*
__see diagram
__tenderness soft-tissue / bony
__tenderness in anatomical snuff box
__wrist pain on axial thumb load
__swelling / ecchymosis
__limited ROM
__deformity

FOREARM / ELBOW
__nml inspection
__non-tender
✓ nml ROM*
✓ see diagram
__tenderness soft-tissue / bony
__swelling / ecchymosis
__limited ROM
__deformity

ARM / SHOULDER
✓ nml inspection
✓ non-tender
✓ nml ROM*
__see diagram
__tenderness soft-tissue / bony
__swelling / ecchymosis
__limited ROM
__deformity

SCM LACERATION (R) FOREARM BELLY





T=Tenderness PtT=Point Tenderness S=Swelling E=Ecchymosis B=Burn C=Contusion
L=Laceration A=Abrasion M=Muscle spasm PW=Puncture Wound
(Ø= without m=mild mod=moderate sv=severe)
Example- Tsv = Tenderness on palpation (severe)

NEURO / VASC / TENDON
✓ sensation intact
✓ motor intact
✓ no vascular compromise
✓ tendon function normal
__sensory / motor deficit
__pallor / cool skin / abnml cap refill
__pulse deficit radial ulnar
__deficit in tendon function

NUMBNESS @ 5/10 MMSEA

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SKIN
__warm, dry
__diaphoretic / cool / cyanotic

HEAD / ENT
__nml inspection
__pharynx nml
__tenderness
__swelling / ecchymosis

NECK / BACK
__nml inspection
__non-tender
__tenderness
__swelling / ecchymosis

RESPIRATORY
__chest non-tender
__breath snds nml
__tenderness
__swelling / ecchymosis / abrasions
__crepitus / subcutaneous emphysema
__decreased breath sounds
__wheezes / rales / rhonchi

CVS
__heart sounds nml
__tachycardia / bradycardia

GI (ABDOMEN)
__non-tender
__no organomegaly
__nml bowel snds*
__tenderness / guarding

XRAYS ☐ Interp. by me ☐ Reviewed by me ☐ Discad w/ radiologist
R / L *hand wrist forearm elbow humerus shoulder*
__normal / NAD
__no fracture
__nml alignment
__no foreign body
__DJD
__dislocation
__soft-tissue swelling
__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

PROCEDURES

Wound Description / Repair
length 8cm m 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: SOURCLENS TOPAZ
Betadine / scrub
irrigated / washed w/ saline 1L NSS 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 / steri-strips
SKIN- #11 4-0 nylon / prolene / 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 Velcro 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

Underling *indicates organ system*
* *equivalent or minimum required for organ system exam*

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.

Avtad 9025 _____
Physician Signature *RTI #* *turned care over at*

_____ _____ _____
Physician Signature *RTI #* *assumed care at*

☐ Template Complete ☐ Additional T-Sheet

PRINTED BY: MRV0127

 DATE: 09/14/2012

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, 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?

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PRINTED BY: MRV0127
DATE 09/14/2012
Patient Name, PAUL R
Account Number, B1117900323

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

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PRINTED BY: MRV0127
DATE 09/14/2012
Patient Name, PAUL R
Account Number, B1117900323

efco®

Legendary Italian Design and Performance

Fuel/oil mix 50:1

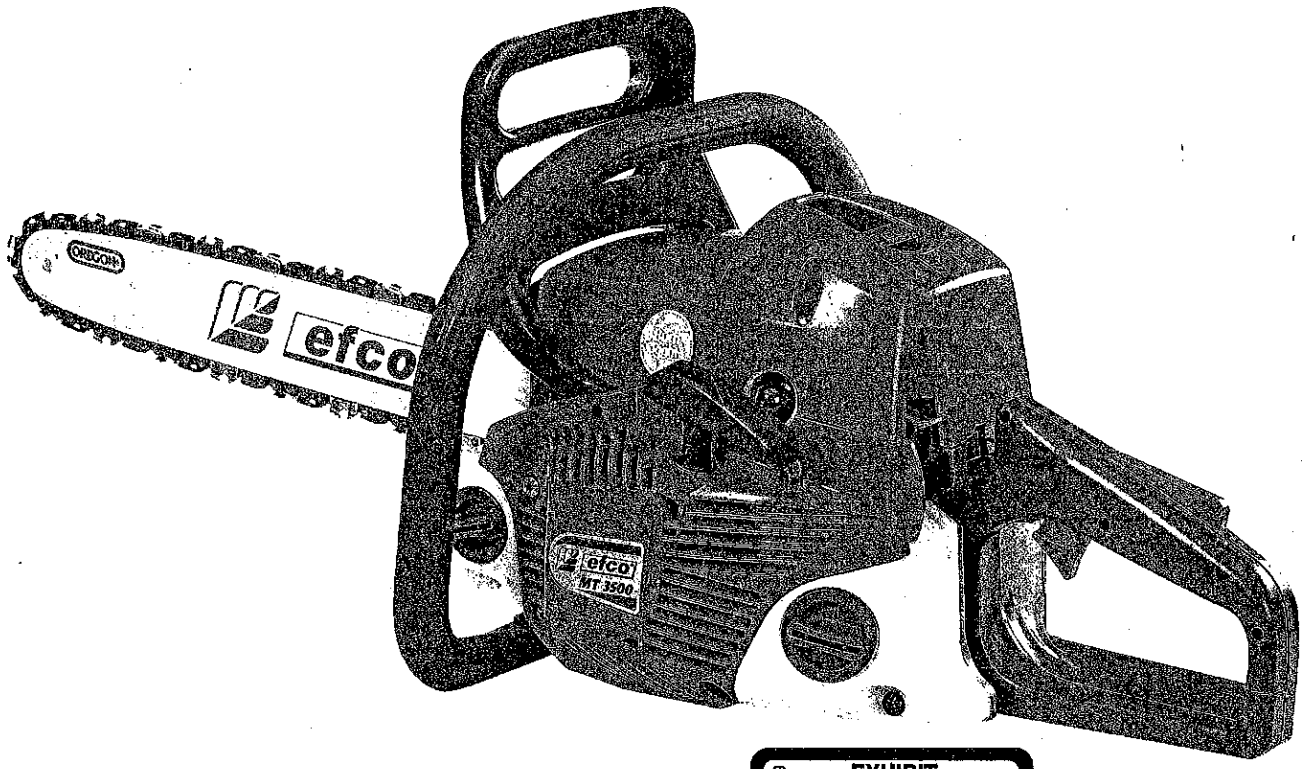
MT 3500 (2.38 cu.in)

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

EXHIBIT
PENGAD 800-631-6989
NO. 2
3-20-13 PE

we care
Quality Ethics Environment
ISO 9001 - SA 8000 - ISO 14001





UL®

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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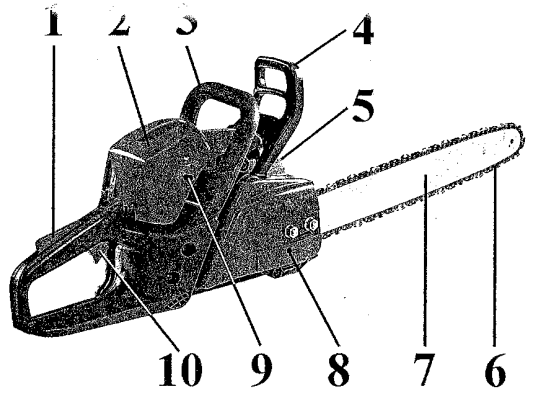
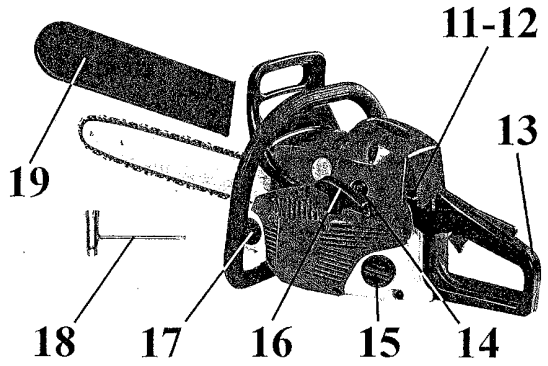




Chain Saw Components

1 - Throttle Trigger Lockout
2 - Air Filter Cover
3 - Front Handle
4 - Chain Brake Lever / Hand Guard
5 - Muffler
6 - Chain
7 - Guide Bar
8 - Guide Bar Adjusting Screw
9 - Carburetor Adjustment Screws
10 - Throttle Trigger
11 - On/Off Switch
12 - Choke Lever
13 - Rear Handle
14 - Purge Bulb
15 - Fuel Tank Cap
16 - Starter Handle
17 - Oil Tank Cap
18 - Combination Wrench
19 - Bar Cover

Understanding Safety Labels Simbols

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)

OIL
Chain Oil

Chain Brake

Chain Brake **ON**

Chain brake **OFF**

STOP
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.

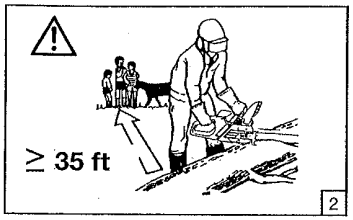
WARNING: The ignition system of your unit produces an electromagnetic field of a very low intensity. This field may interfere with some pacemakers. To reduce the risk of serious or fatal injury, persons with pacemaker should consult their physician and the pacemaker manufacturer before operating this 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.


1



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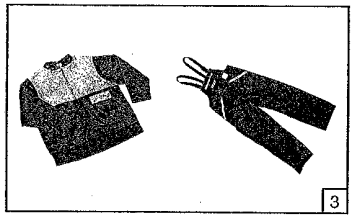
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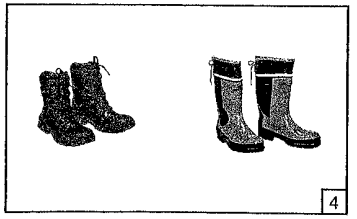
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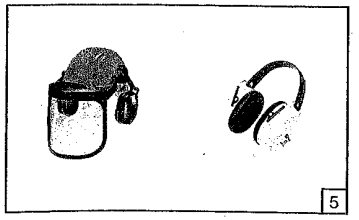
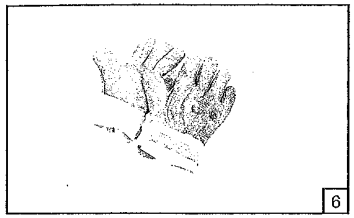

5

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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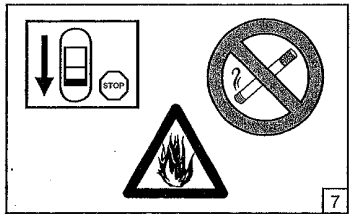

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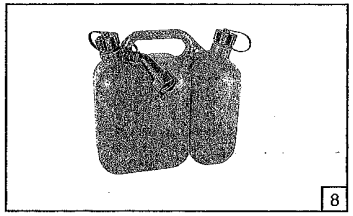
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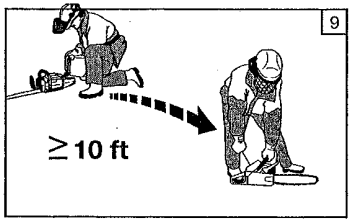

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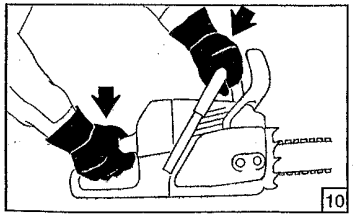

10

Fuel Handling

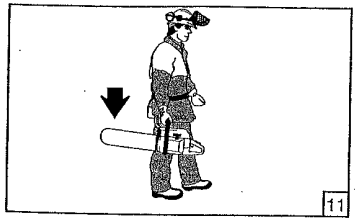
WARNING: Gasoline is an extremely flammable fuel. Use extreme caution when handling gasoline or fuel mix. Do not smoke or bring any fire or flame near the fuel or the chainsaw (Fig. 7).

- **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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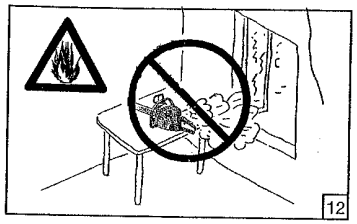
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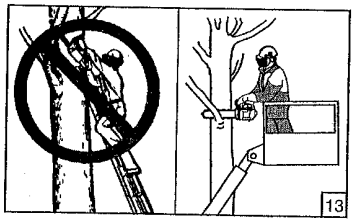
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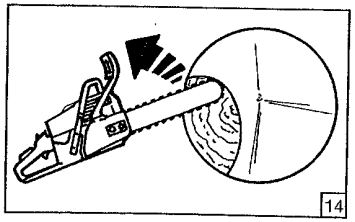
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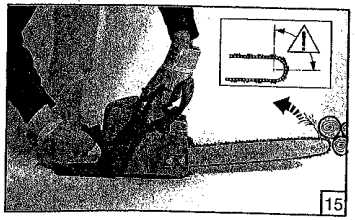
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- As an additional safety precaution, apply the chain brake prior to setting down the saw.
- Only use the chain saw in well-ventilated places, do not operate the chain saw in explosive or flammable atmospheres or in closed environments (Fig. 12). Beware 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.

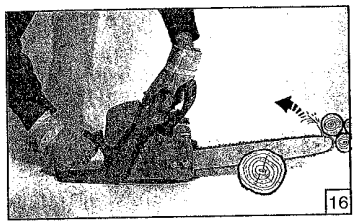
Precautions Against Kickback

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.

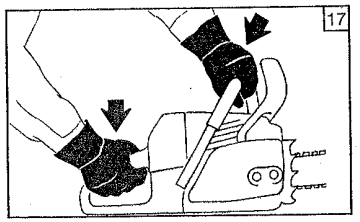
Avoid Pull-In:

- 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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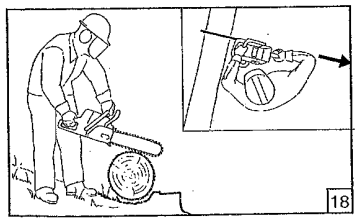
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Maintain Control (Fig.17-18)

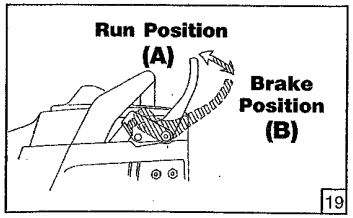
- Keep a good, firm grip on the saw with both hands when the engine is running and don't let go. A firm grip will help you reduce kickback and maintain control of the saw. Keep the fingers of your left hand encircling and your left thumb under the front handlebar. Keep your right hand completely around 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.

- 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.



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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.

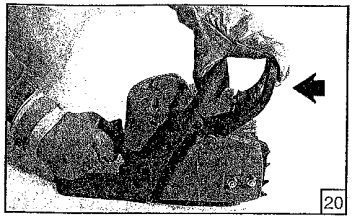
WARNING: All chain saw service, other than items in the Operator's Manual maintenance instructions, have to be performed by competent chain saw service personnel. (If improper tools are used to remove the flywheel or clutch, or if an improper tool is used to hold the flywheel in order to remove the clutch, 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.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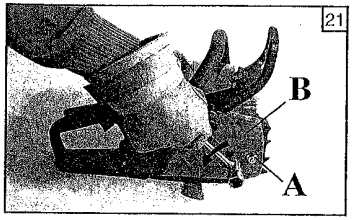

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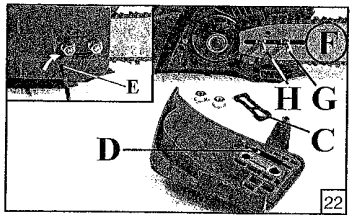

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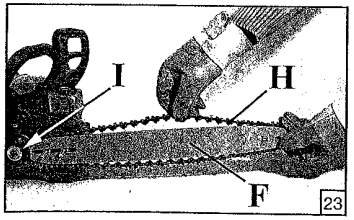

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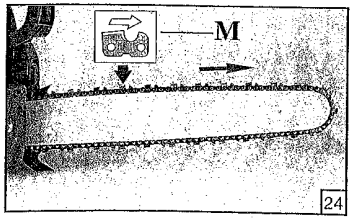

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Assembling the Bar and Chain

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.

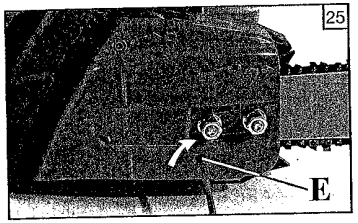
CAUTION: Severe damage can occur to the rim sprocket, clutch drum, guide bar and chain, if the chain is not correctly seated into the rim sprocket.

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.



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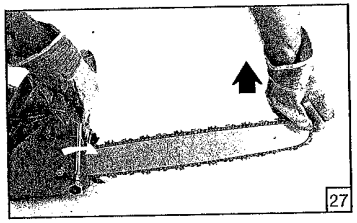
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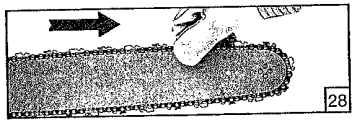
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13. Chain is correctly tensioned when there is no slack on the underside of the guide bar, the chain is snug, but it can be turned by hand without binding, see Fig. 28. Ensure that the chain brake is not set.

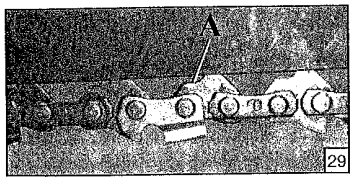
NOTE: If chain is too tight, it will not rotate. Loosen bar nuts slightly and turn adjusting screw 1/4 turn counterclockwise. Lift the tip of the guide bar up and retighten bar nuts.

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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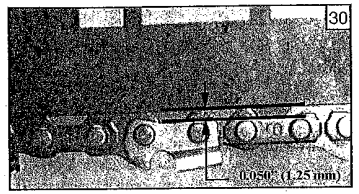

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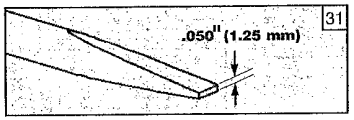

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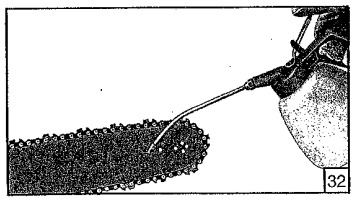
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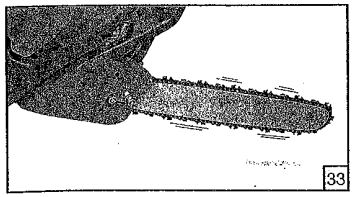
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Chain Tension

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.

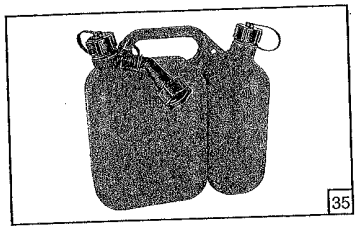
CAUTION: Chain tensioned while warm, may be too tight upon cooling. Check the "cold tension" before next use.

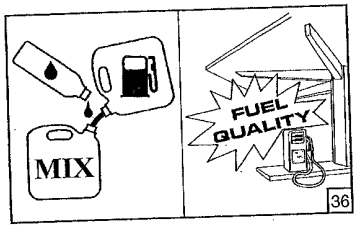
CAUTION: A new chain has to be retensioned more often than one that has been in use for some time.

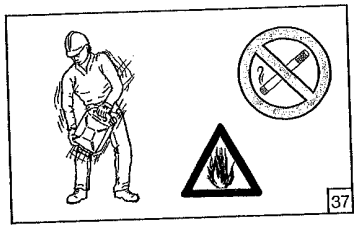
Breaking-in the Chain

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.**









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) Efco Two Cycle Engine Oil, which is specifically formulated for all Efco air-cooled two-stroke engines.

The correct oil / fuel proportions shown in the table below are suitable when using the Efco 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.

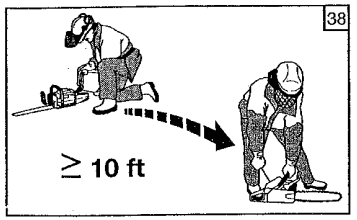
When using an Oxygenated Gasoline a good practice of Fuel Management is necessary.

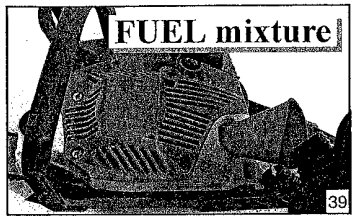
Gasoline Oxygenated with alcohol readily takes/up water when it is present; the water may be condensed out of humid air or be a contaminant in the fuel system, including tank.

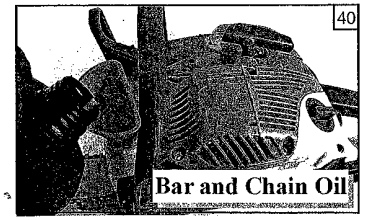
CAUTION:
- **Match your fuel purchases to your consumption; don't buy more than you will use in one or two months;**
- **Store gasoline in a tightly-closed container in a cool, dry place.**

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.







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)

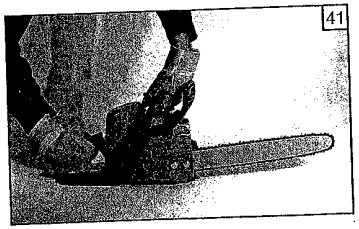
The bar and chain require continuous lubrication. Lubrication is provided by the automatic oiler system when the oil tank is kept filled. Lack of oil will quickly ruin the bar and chain. Too little oil will cause overheating shown by smoke coming from the chain and/or discoloration of the bar. In freezing 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 lubrificant 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.

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.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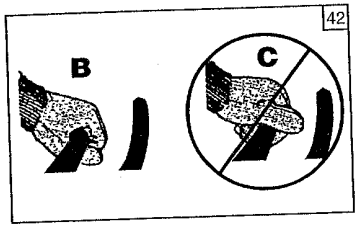
Preparation for Cutting

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.**



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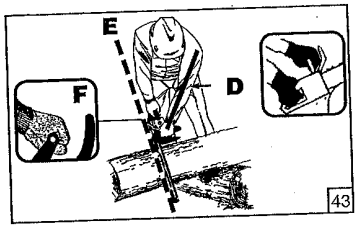
2. Maintain a proper grip **(B, Fig. 42)** on the saw whenever the engine is running. The fingers should encircle the handlebar and the thumb is wrapped under the handlebar. This grip is least likely to be broken (by a kickback or other sudden reaction of the saw). Any grip in which the thumb and fingers 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).**



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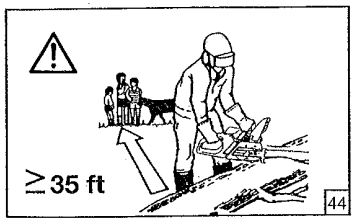
Basic Cutting Procedure

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.



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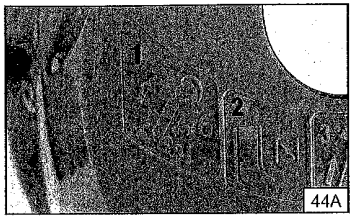
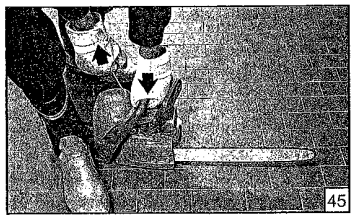


44A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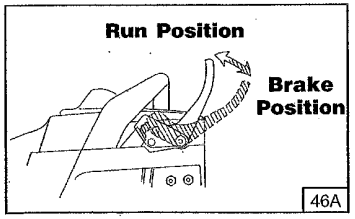

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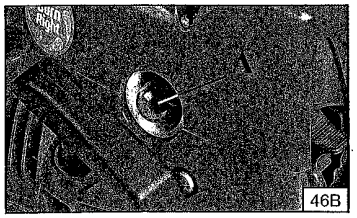

46B

Work Area Precautions

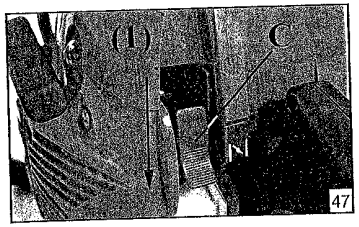
> ⚠ **WARNING: Cut only wood or materials made from wood. Do not cut metal, plastics, masonry, or non-wood building materials.**

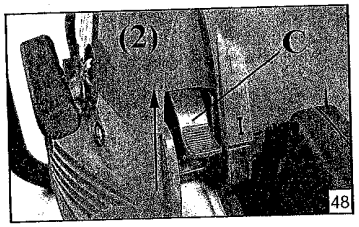
- Never allow children to operate your saw. Only allow others to use this chainsaw who have read this Operator's Manual or received adequate instructions for the safe and proper use of this chain saw.
- Keep everyone - helpers, bystanders, children, and animals a safe distance from the cutting area **(Fig. 44)**. During felling operations, the safe distance should be 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.

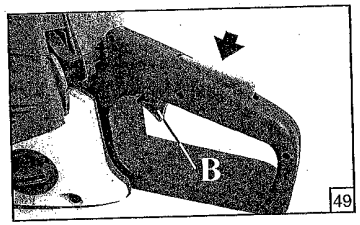
Starting The Engine

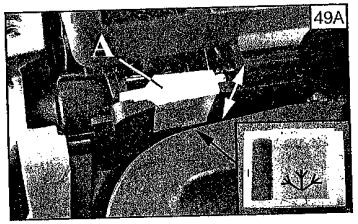
> ⚠ **WARNING: Keep body to the left of the chain line. Never straddle the saw or chain, or lean over past the chain line. The chain brake must be engaged when starting the saw.**

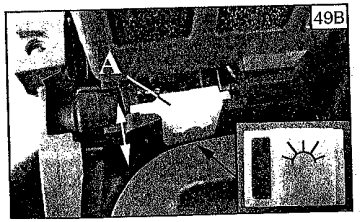
- Place the chain saw on level ground and ensure that no objects or obstructions are in immediate vicinity which could come in contact with the bar and chain. Hold the front handle firmly with the left hand and put your right foot onto the base of the rear handle, see Fig. 45.
- Set the chain brake by 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.

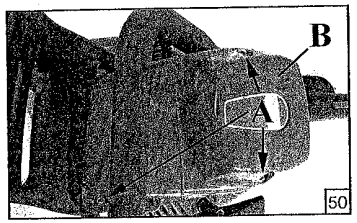
WARNING: Weather conditions and altitude may affect carburetion. Do not allow bystanders close to the chain saw while adjusting the carburetor.

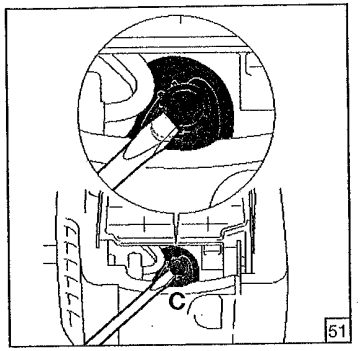
WARNING: Never attempt to start the chainsaw when the guide bar is in a cut or kerf.

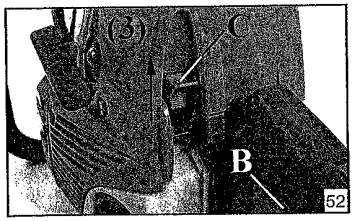
WARNING: Never start the saw engine without the bar, chain and clutch cover (chain brake) assembled - or else the clutch can come loose and cause personal injuries.

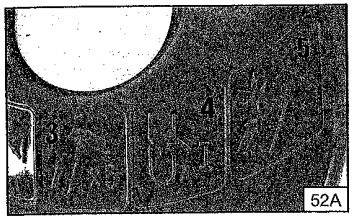
Ice Device System

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 carburettor.
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 swich 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 swich to **I**, the starting position.
- Set the choke lever to warm start – even if engine is cold.
- Now start the engine.

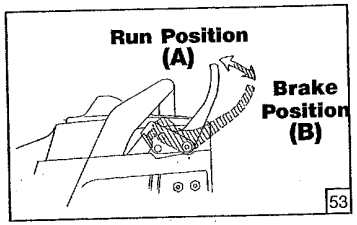
Stopping The Engine

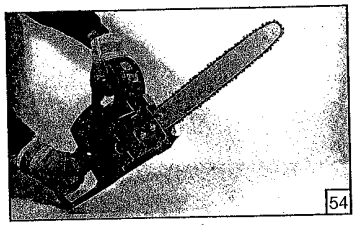
Release the throttle trigger **(B, Fig. 52)** and let the engine return to idle.
Switch off the engine, returning the choke lever (C) to the fully up position (3). Do not put the chain saw on the ground when the chain is still moving. For additional safety, set the chain brake when the saw is not in use.
In the event that the **"STOP"** position of the switch will not function, pull the choke lever out to the fully extended position / Full Choke, refer to Fig. 52 to stop the engine.

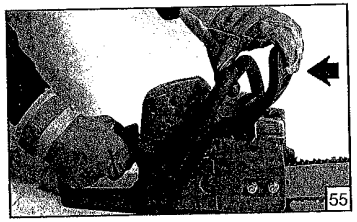
CAUTION: The chain contracts as it cools down. If it is not slackened, it could damage the crankshaft and bearings.

Pre-operation checking

WARNING: THE SAW CHAIN SHOULD NEVER TURN AT IDLE. Turn the idle speed 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.







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

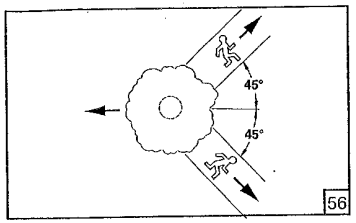
WARNING: Do not fell trees during periods of high wind or heavy precipitation.

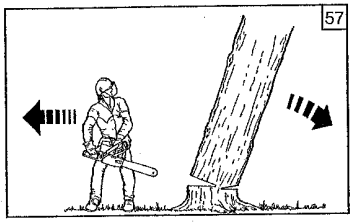
WARNING: Never cut, when visibility is poor or in very high or low temperatures or in freezing weather.

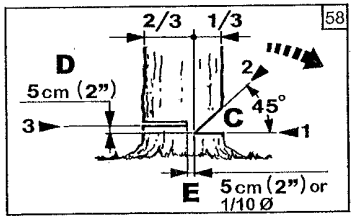
WARNING: Do not cut trees that have an extreme lean or hollow trunks rotten limbs or loose bark. Proper notching and back cutting cannot be performed on trees with extreme lean or hollow trunks. Have these trees dragged down with heavy equipment.

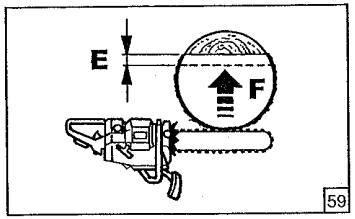
WARNING: Do not cut trees near electrical wires or buildings. If the tree makes contact with any utility line, the utility company should be notified immediately.

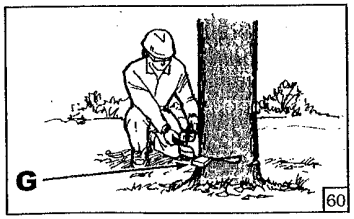
WARNING: Check the tree for damaged or dead branches that could fall and hit you during felling.











WARNING: Periodically glance at the top of the tree during the backcut to assure the tree is going to fall in the desired direction.

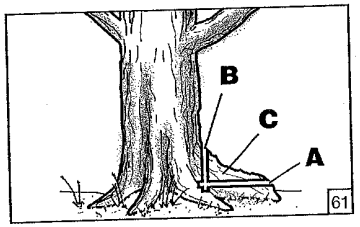
WARNING: If the tree starts to fall in the wrong direction, or if the saw gets caught or hung up during the fall, LEAVE THE SAW AND SAVE YOURSELF!

- 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.

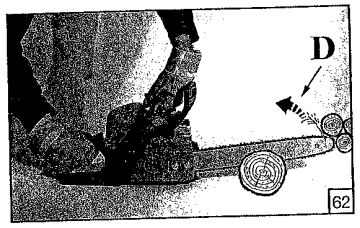
1. Pick your escape route (or routes in case the intended route is blocked). Clear the immediate area around the tree, and make sure there are no obstructions in your planned path of retreat. Clear path of safe retreat (Fig. 56) 45° from planned line of fall (Fig. 57).
2. Consider the force and direction 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

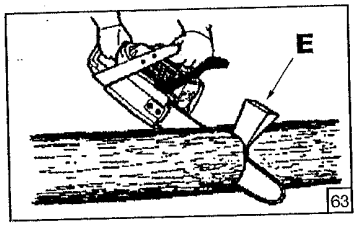
Bucking is the term used for cutting a fallen tree to the desired log length.

- 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).

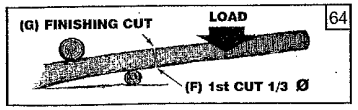
WARNING: During bucking operations always stand on the uphill side so that the cut-off section of the log can not roll over you.

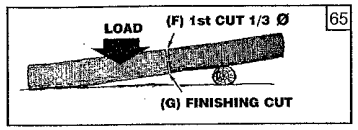


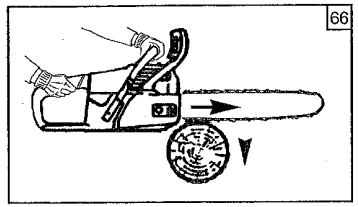
WARNING: If saw becomes pinched or hung in a log, don't try to force it out. You can lose control of the saw resulting in injury and/or damage to the saw. Stop the saw, drive a wedge of plastic or wood into the cut until the saw can be removed easily (E, Fig. 63). Restart the saw and carefully reenter the cut. Do not attempt to restart your saw when it is pinched or hung in a log.

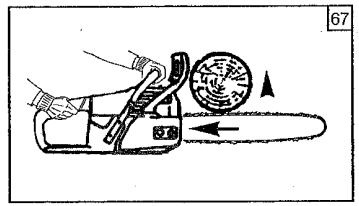
WARNING: Do not stand on the log being cut. Any portion can roll causing loss of footing and control. Do not cut in an area where logs, limbs, and roots are tangled. Drag the logs into a clear area before cutting by pulling out exposed and cleared logs first.

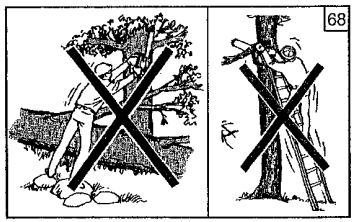
Bucking with a Wedge
If the wood diameter is large enough for you to insert a soft bucking wedge **(E, Fig. 63)** without touching the chain, you should use the wedge to hold the cut open to prevent pinching.

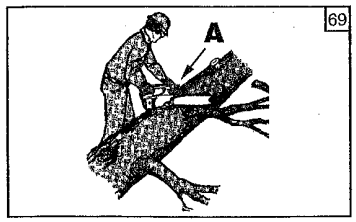












Logs Under Stress (Fig. 64-65)
Make the first bucking cut **(F)** 1/3 of the way through the log and finish with a 2/3 cut **(G)** on the opposite side. As the log is being cut, it will tend to bend. The saw can become pinched or hung in the log if you make the first cut deeper than 1/3 of the diameter 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.

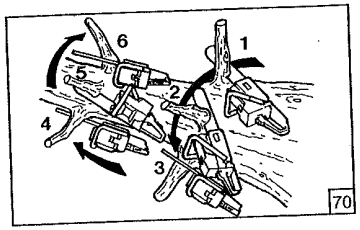
WARNING: Never turn saw upside down to undercut. The saw cannot be controlled in this position. Always make your first cut on the compression side of the log. The compression side of the log is where the pressure of the log's weight is concentrated.

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.



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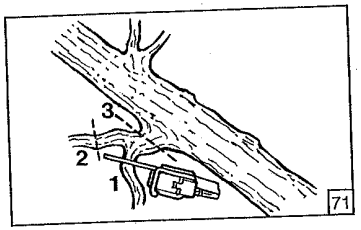

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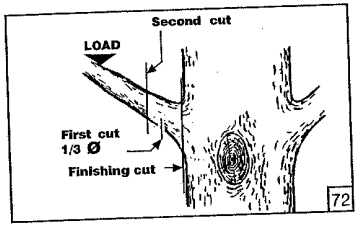

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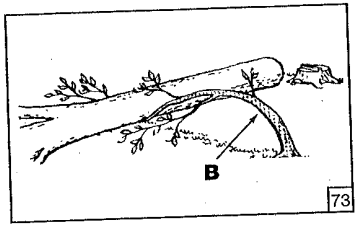

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Limbing Operation (Fig. 70-71)

- 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.

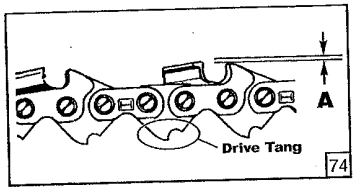
Springpoles

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 maintanance 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						
	Retighten				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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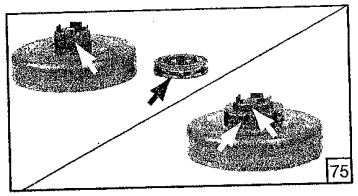
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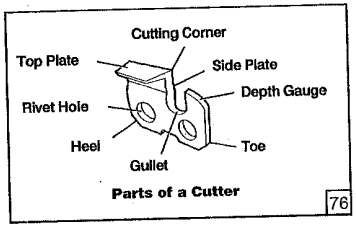

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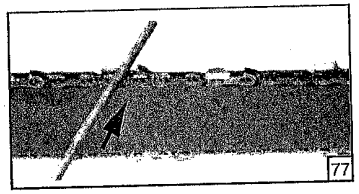
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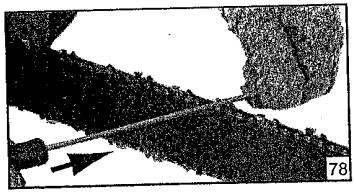
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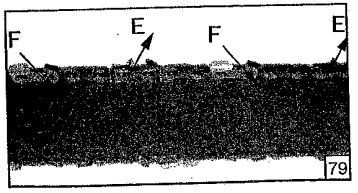

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Chain Maintenance

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.

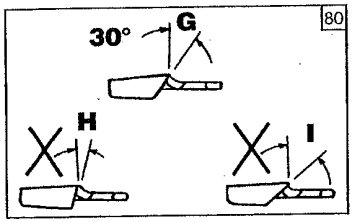
How to Sharpen the Cutters (Fig. 76)

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.



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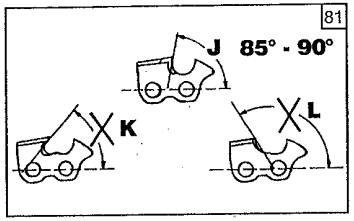

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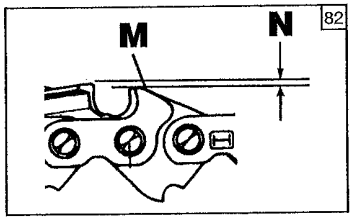

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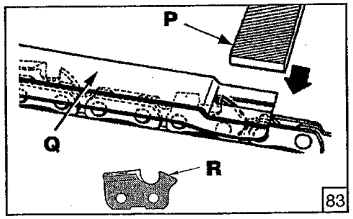

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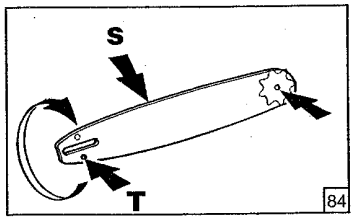

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Top Plate Angle

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.

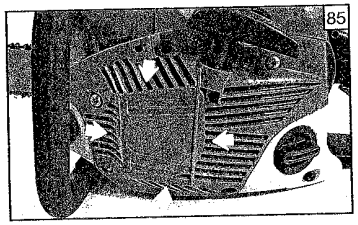
Guide Bar Maintenance

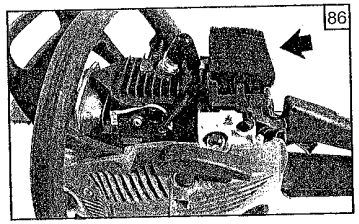
Every day of use, reverse the guide bar on the saw to distribute the wear for maximum bar life (see Fig. 84). The bar should be cleaned every day of use and checked for wear and damage. Feathering or burring of the bar rails is a normal process of bar wear. Such faults should be smoothed with a file or stone as soon as they occur.

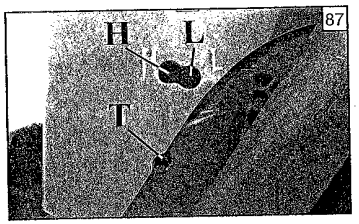
A bar with any of the following faults should be replaced:

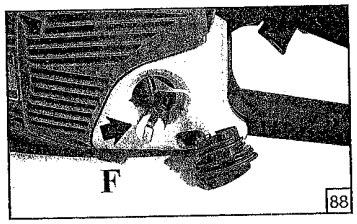
- Wear inside the bar rails which permits the chain to lay over sideways.
- Bent guide bar.
- Cracked or broken rails.
- Spread rails.

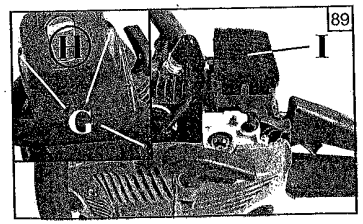
In addition, guide bars with a sprocket at their tip must be lubricated periodically with a grease syringe to extend the guide bar life.
Turn the guide bar and check that the lubrication holes **(T)** and chain groove **(S)** are free from impurities.











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

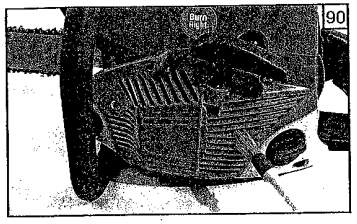
Check the fuel filter **(F, Fig. 88)** periodically. Replace it if contaminated or damaged.

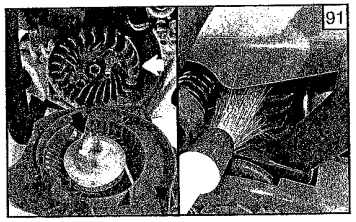
Air Filter

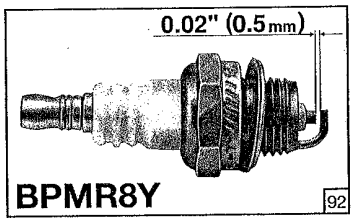
WARNING: Do not clean filter in gasoline or other flammable solvent to avoid creating a fire hazard or producing harmful evaporative emissions.

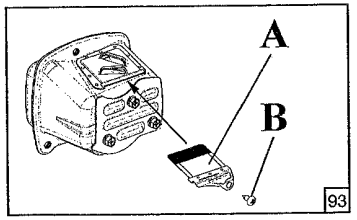
Unscrew the screws on the cover **(G, Fig. 89)**, remove air filter cover **(H)** and check the air filter **(I)** each day. Clean with degreaser, wash with water and blow from a distance with compressed air. Reinstall the air filter. Place the air filter cover onto the chain saw. Tighten the air filter 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.

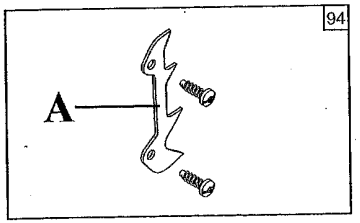
Use only resistor type spark plugs of the approved range.
Factors such as:
- too much oil in fuel mix;
- dirty air filter;
- unfavourable running conditions, e.g. operating at part load; may result in rapid deterioration of the spark plug.

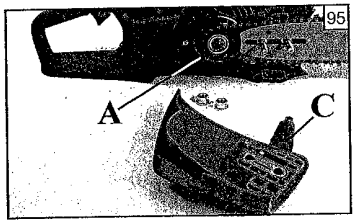
Spark Arresting Muffler

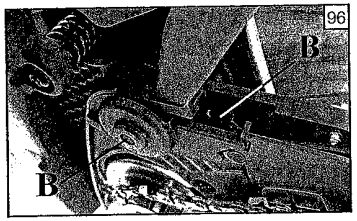
The chainsaw is provided with a Spark Arrester System p.n. 50240109 (Fig. 93) complying with the requirements of SAE J335 standard; you can check the p.n. of the Spark Arrester System on the muffler itself.

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.







- 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 **WARNING: Never touch the chain while the engine is running.**	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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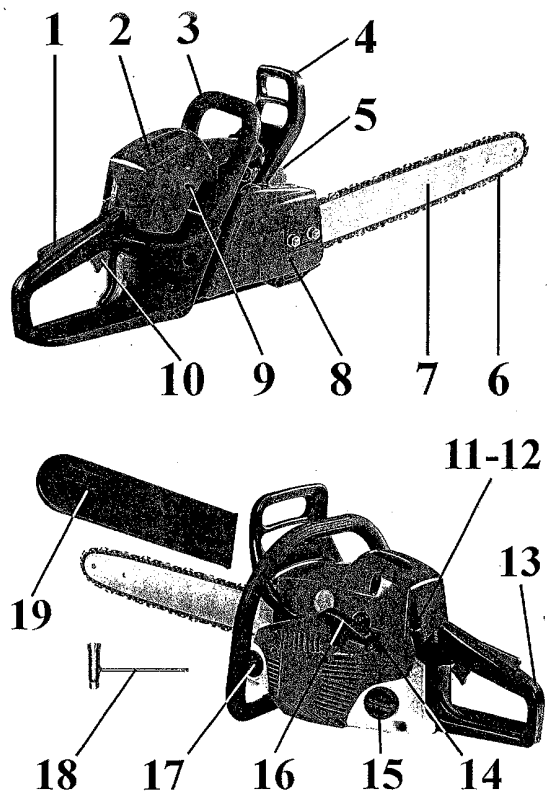


Composants de la tronçonneuse

1 - Gâchette de verrouillage des gaz
2 - Couvercle de filtre à air
3 - Poignée avant
4 - Levier de frein de chaîne / Protecteur de main
5 - Silencieux d'échappement
6 - Chaîne
7 - Guide-chaîne
8 - Vis de réglage de guide-chaîne
9 - Vis de réglage du carburateur
10 - Gâchette des gaz
11 - Interrupteur Marche/Arrêt
12 - Levier de l'étrangleur
13 - Poignée arrière
14 - Poire d'amorçage
15 - Bouchon du réservoir de carburant
16 - Poignée de lanceur
17 - Bouchon du réservoir d'huile
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 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.**

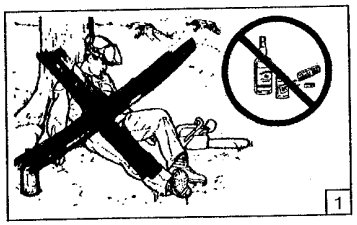
Remarque: pour ce qui concerne l'utilisation de tronçonneuses dans le cadre d'une exploitation forestière, reportez-vous au Code de réglementation fédérale, Articles 1910 et 1928.

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.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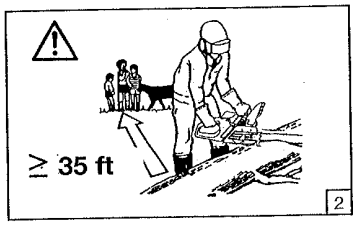

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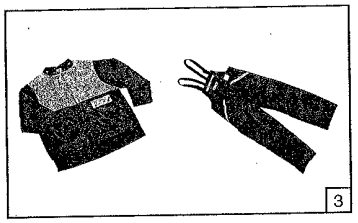
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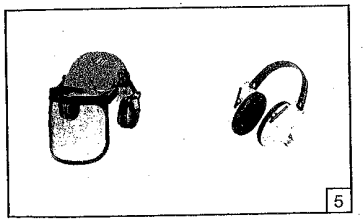
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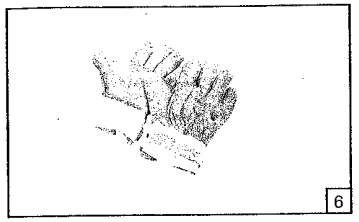
Précautions de base

- 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 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 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 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.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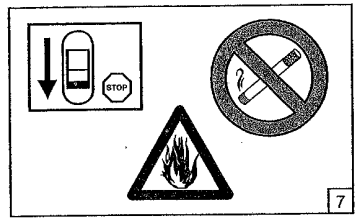

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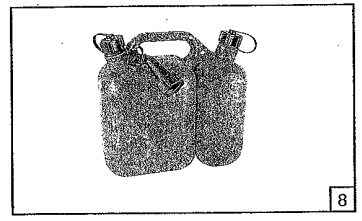
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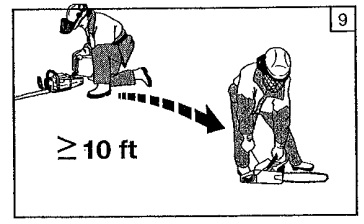

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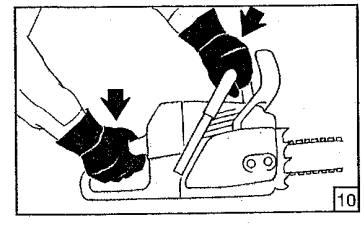
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- Il est fortement déconseillé de raccorder à la prise de force de la tronçonneuse tout outil ou accessoire non spécifié par le fabricant.

Manipulation du carburant

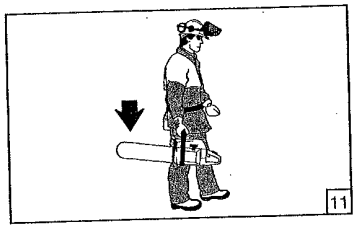
AVERTISSEMENT : L'essence est un carburant hautement inflammable. Manipulez l'essence ou le mélange de carburant avec une extrême précaution. Ne fumez pas ou ne produisez pas de source de flamme à proximité du carburant ou de la tronçonneuse (Fig.7).

- **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.
- Devissez 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.
- Entreposez 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.
- Entreposez 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. Enserrer 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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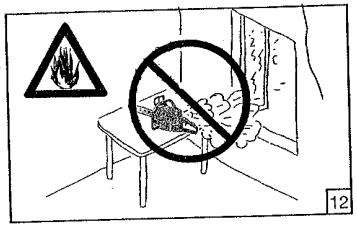
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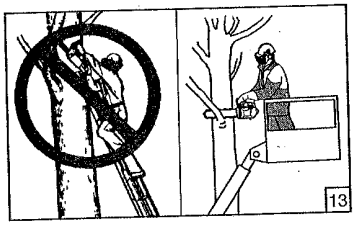
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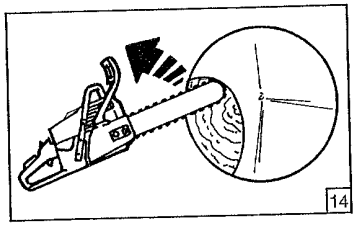
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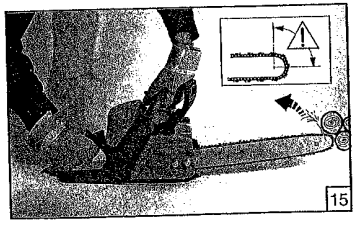
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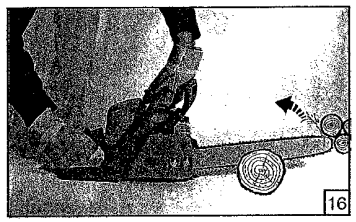
- **N'utilisez jamais la tronçonneuse d'une seule main !** Une telle manipulation peut blesser gravement l'utilisateur ou les personnes se tenant dans la zone de travail. **Une tronçonneuse s'utilise à deux mains.**
- Avant de démarrer le moteur, vérifiez que la chaîne n'est en contact avec aucun objet. 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 rétroaction 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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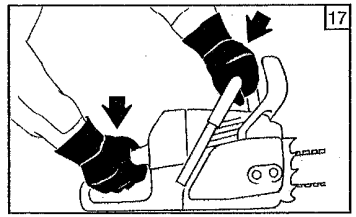
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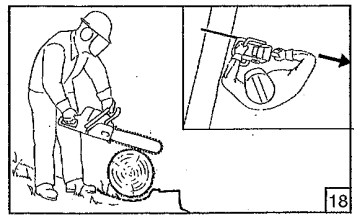
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- **Le phénomène de tirage** peut se produire lorsque la chaîne en mouvement rencontre un corps étranger dans le bois au niveau de la partie inférieure du guide-chaîne, entraînant l'arrêt soudain de la chaîne. Cet arrêt soudain a pour effet de propulser 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 contrôler 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.

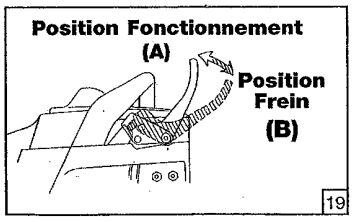
Dispositifs de sécurité contre l'effet de rebond

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 cm3 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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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 PROTÉGERA 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. Rapportez 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 vote tronçonneuse Efco d'un guide-chaîne arqué. Le risque de rebond est accrû 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.

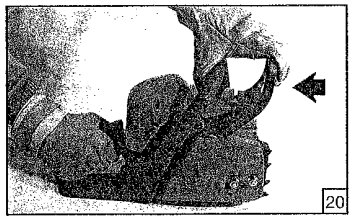
AVERTISSEMENT : Hormis les instructions d'entretien fournies par le Manuel de l'opérateur, toutes les autres procédures d'entretien de la tronçonneuse doivent être effectuées par un personnel de maintenance qualifié. (En cas d'utilisation d'outils non appropriés pour le démontage du volant-moteur ou 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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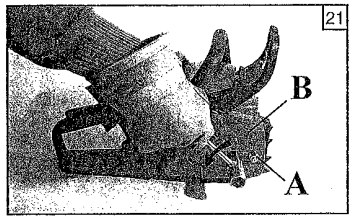

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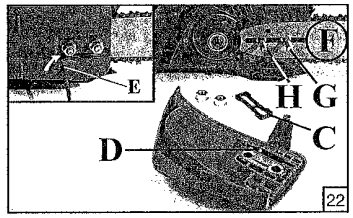

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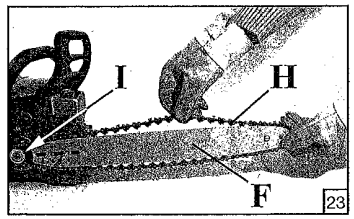

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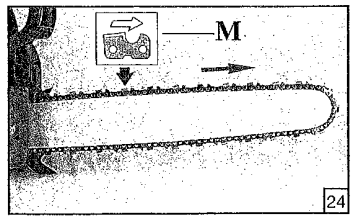

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Montage du guide-chaîne et de la chaîne

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.

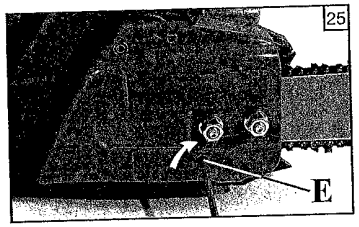
1. Vérifiez que le frein de chaîne n'est pas appliqué en tirant le levier de frein de chaîne / protecteur de main vers la poignée avant comme indiqué dans la Fig. 20. Voir les sections Sécurité-Frein de chaîne et Fonctionnement-Frein de chaîne pour de plus amples informations.
2. Retirez les deux (2) 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)** st 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. Monter 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 sir 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.



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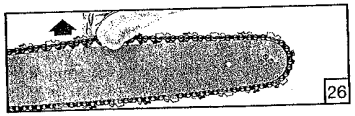
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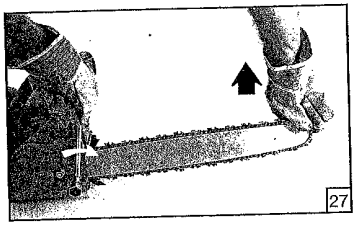
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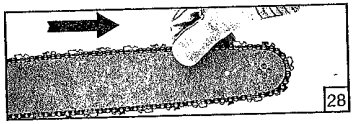
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10. Éliminez tout jeu au niveau de la chaîne en tournant la vis de tension de chaîne **(E)** dans le sens des aiguilles d'une montre, en vérifiant que la chaîne est bien logée dans la rainure du guide-chaîne lors du réglage de la tension (Voir Fig. 25).
11. Soulevez la partie supérieure du guide-chaîne pour vérifier le jeu (Voir Fig. 26). Relâchez la partie supérieure du guide-chaîne et tourner 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 présent 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.

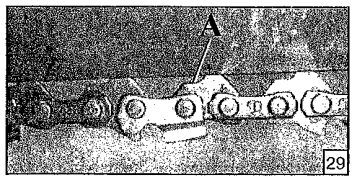
REMARQUE: Si la chaîne est montée trop serrée, elle ne pourra tourner. Desserrez légèrement les écrous de guide-chaîne et tournez la vis de réglage d'un quart de tour dans le sens inverse des aiguilles d'une montre. Soulevez l'extrémité du guide-chaîne et resserrez les écrous.

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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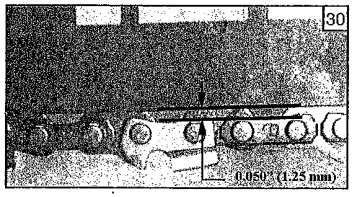

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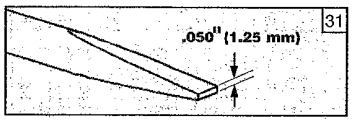

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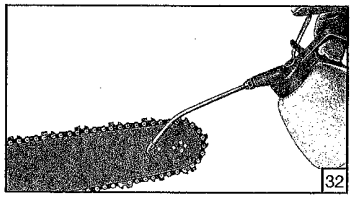
Tension de la chaîne

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 présent 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.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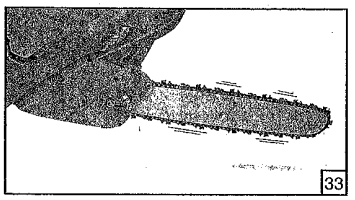
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Rodage de la chaîne

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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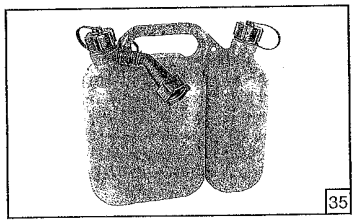
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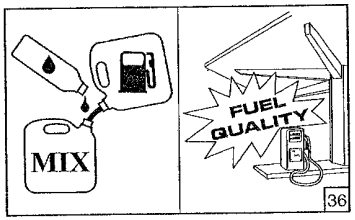

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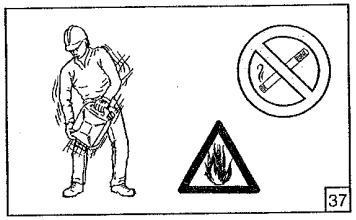
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Crampon de débitage

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 ([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.

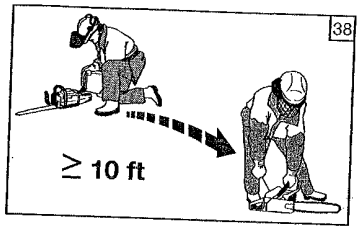
Une bonne pratique de la gestion des carburants est nécessaire lors de l'utilisation d'essence oxygénée.

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;**
- **Entreposez l'essence dans un conteneur hermétique et dans un endroit se 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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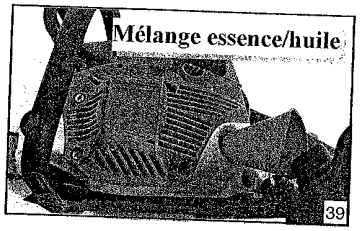

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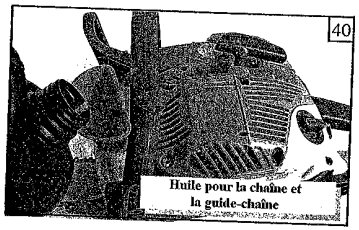

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Mélange de carburant

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. Essuyez 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.

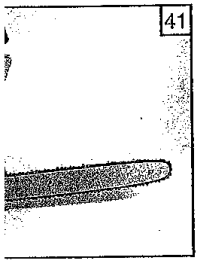
AVERTISSEMENT: N'utilisez pas d'huile usagée! Des essais médicaux ont démontré qu'un contact répété avec de l'huile usagée peut être à l'origine de cancers de la peau.

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.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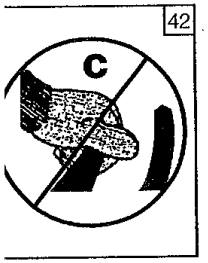
AVERTISSEMENT: Tenez fermement la tronçonneuse à deux mains. Tenez toujours la poignée avant de la MAIN GAUCHE et la poignée arrière (accélérateur) de la MAIN DROITE, comme indiqué dans la Fig.41, de telle façon à placer votre corps sur la gauche du plan de rotation de la chaîne. Ne croisez jamais les 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.



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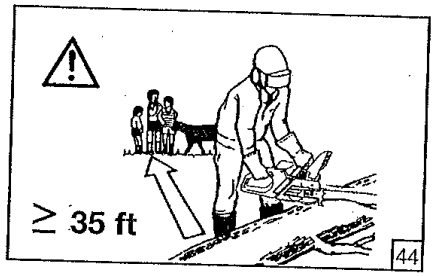
2. Gardez une bonne prise en main **(B, Fig. 42)** de la machine lorsque le moteur tourne. Les doigts doivent venir enserrer la poignée et le pouce s'enrouler sous la poignée. C'est dans cette position que le risque de lâcher prise est le plus minime (notamment par un effet de rebond ou par une brusque 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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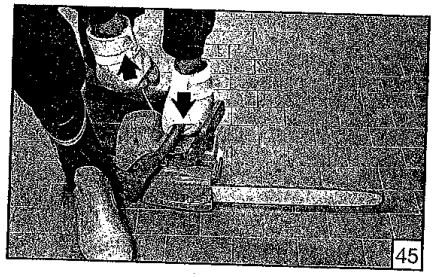
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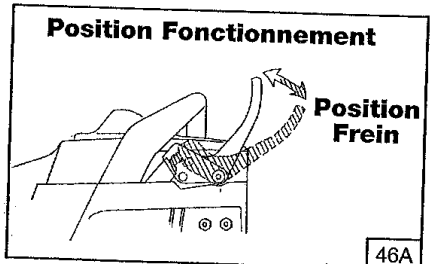


46A

Méthode de coupe de base

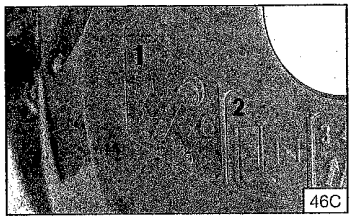
Exercez-vous sur quelques rondins de faible diamètre en utilisant la technique suivante afin de vous "familiariser" avec la prise en main de votre tronçonneuse avant de débuter des travaux de coupe plus conséquents.

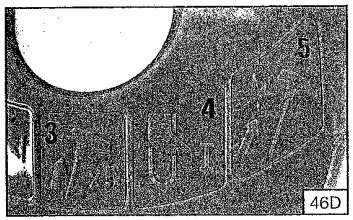
1. Adoptez la position appropriée face à la bille de bois avec la tronçonneuse tournant au ralenti.
2. Accélérez jusqu'au régime moteur maximal en appuyant sur la gâchette des gaz avant d'enfoncer la chaîne dans la bille de bois.
3. Commencez la coupe en plaquant la tronçonneuse contre la bille de bois.
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 aucun pression sur la tronçonneuse en fin de coupe.

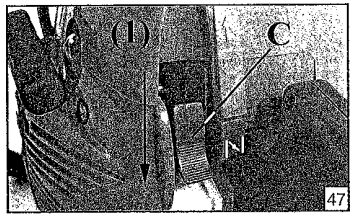
Précautions relatives à la zone de travail

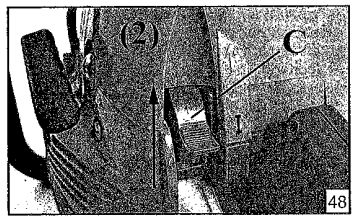
AVERTISSEMENT: Ne coupez que du bois ou des matériaux dérivés du bois. Ne coupez ni métaux, ni plastiques, ni pièces de maçonnerie ou tout autre matériau qui ne serait pas dérivé du bois.

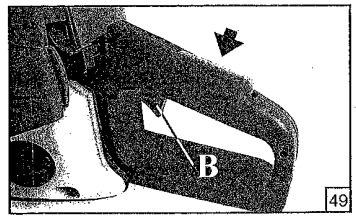
- Ne laissez jamais un enfant utiliser la tronçonneuse. Toute autre personne susceptible d'utiliser la tronçonneuse doit avoir préalablement lu le présent Manuel de l'opérateur ou avoir pris connaissance des instructions appropriées à une utilisation correcte et en toute sécurité de cette tronçonneuse.
- 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.

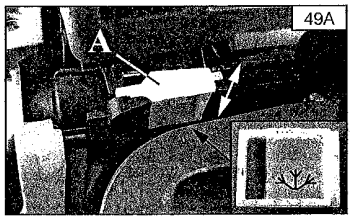
Démarrage du moteur

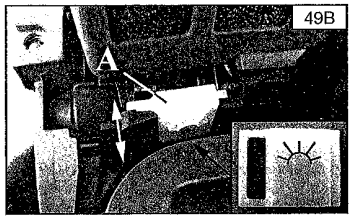
AVERTISSEMENT: Placez votre corps à gauche du plan de rotation de la chaîne. Ne vous tenez jamais les deux jambes écartées de part et d'autre de la tronçonneuse ou de la chaîne, ou ne vous penchez jamais au-delà du plan de rotation de la chaîne. Le frein de chaîne doit être appliqué au démarrage de la tronçonneuse.

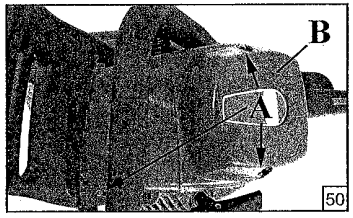
- Posez la tronçonneuse sur un sol de niveau et vérifiez qu'aucun objet ou obstacle n'est en contact immédiat avec le guide ou la chaîne. Saisissez fermement la poignée avant de la main gauche et posez votre pied droit sur la base de la poignée arrière; voir Fig. 45, Pag. 55.
- Enclenchez le frein de 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.

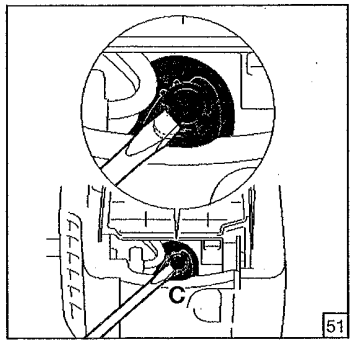
AVERTISSEMENT: Ne procédez pas à la coupe alors que le levier d'étrangleur/ralenti accéléré est en position d'étranglement maximal (FULL CHOKE). N'utilisez pas votre tronçonneuse alors que le blocage d'accélérateur appliqué. Le fait de travailler avec le blocage d'accélérateur de démarrage engagé ne 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'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.

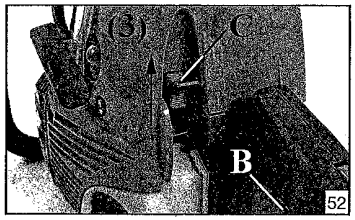
Rodage du moteur

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.

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'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 levier 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.
- Basculer 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.



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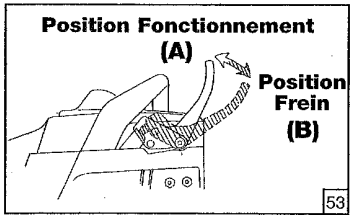

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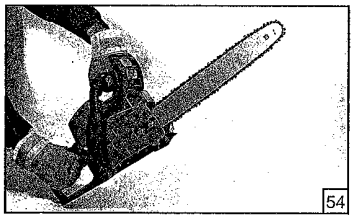
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Arrêt du moteur

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'étrangleur (⍾) / 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.

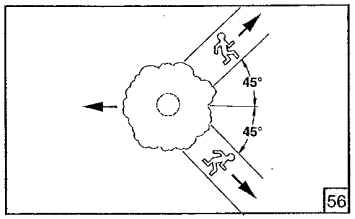
Fonctionnement du frein de chaîne

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. Replacez le frein de chaîne en position de fonctionnement en saisissant 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'arrêt 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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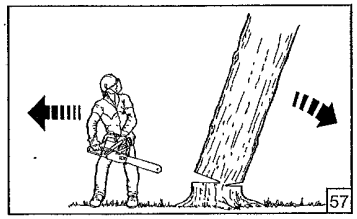
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Abattage

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.

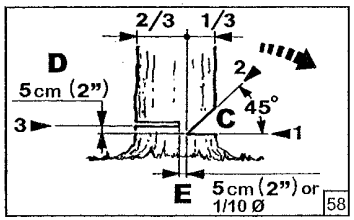
⚠ AVERTISSEMENT: Observez fréquemment la cime de l'arbre lorsque vous effectuez le trait d'abattage afin de vous assurer que l'arbre va chuter dans la direction souhaitée.

⚠ 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).



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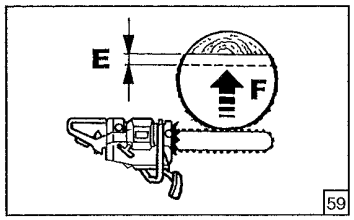

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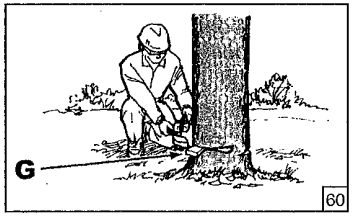

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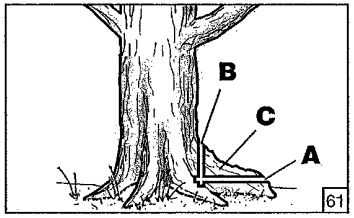

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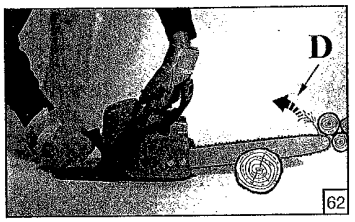
2. Prenez en compte la force et le sens du vent, l'angle d'inclinaison et le point d'équilibre de l'arbre, ainsi que l'emplacement des grosses branches. Ces éléments agissent sur le sens dans lequel l'arbre va tomber. Ne tentez pas d'abattre un arbre sur une ligne différente de sa ligne de chute naturelle.
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 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'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.



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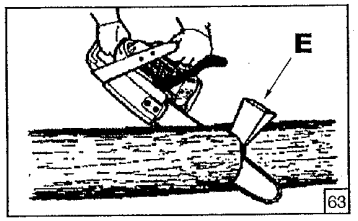

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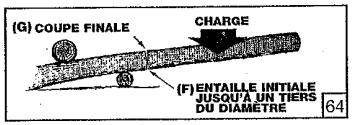

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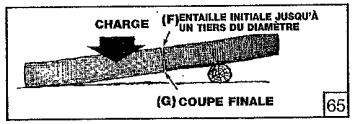

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Débitage

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).

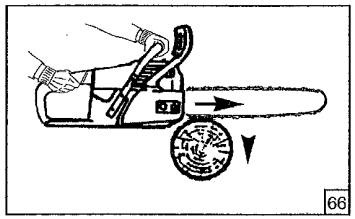
AVERTISSEMENT: Au cours des opérations de débitage, tenez-vous toujours en amont de façon à ce que la section découpée du rondin ne puisse pas rouler en votre direction.

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.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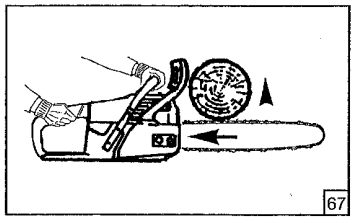
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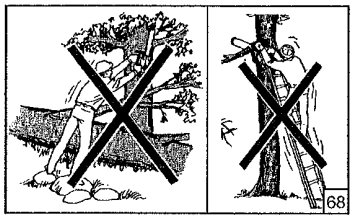
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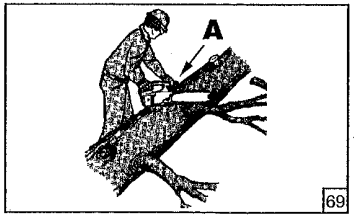

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Méthodes de coupes utilisées
Débitage par le haut (Fig. 66)
Commencez par la face supérieure du rondin en plaçant la face inférieure de la tronçonneuse contre le rondin ; exercez une légère pression vers le bas.

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.

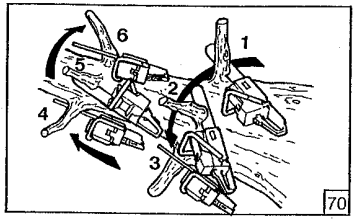
AVERTISSEMENT: Ne retournez jamais la tronçonneuse pour le débitage par le bas. Il n'est pas possible de contrôler la tronçonneuse dans une telle position. Effectuez toujours la première entaille de débitage sur le côté du rondin en compression. Le côté du rondin en compression correspond à la zone où 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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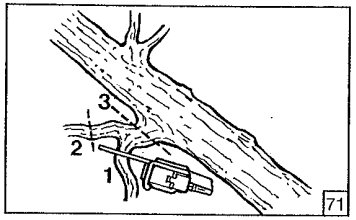

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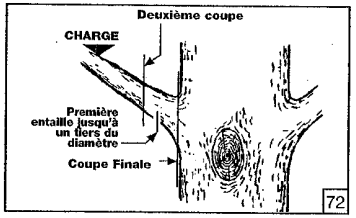

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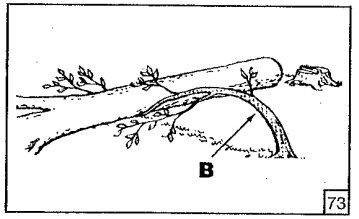

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Opération d'ébranchage (Fig. 70-71)
- Procédez toujours à l'ébranchage après que l'arbre a été abattu. C'est à cette condition que l'ébranchage peut être effectué correctement et en toute sécurité.
- Laissez les plus grosses branches sous l'arbre abattu 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 effectuez 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.

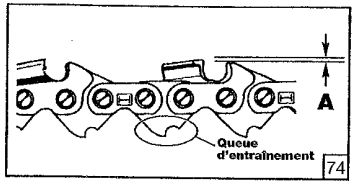
AVERTISSEMENT: Si le branche à élaguer se trouvent au-dessus de la hauteur de poitrine, faites intervenir un professionnel pour l'opération.

"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.

Tableau d'entretien

Veuillez 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 la nouvelle dates
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 replacement						X	X
Toute la visserie accessible (sauf vis de réglage)	Inspection	X						
	Resserrage				X			
Filtre à air	Nettoyage	X						X
	Replacement						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			
	Replacement						X	
Carburateur	Contrôle du ralenti (la chaîne ne doit pas tourner au régime de ralenti)	X	X					
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



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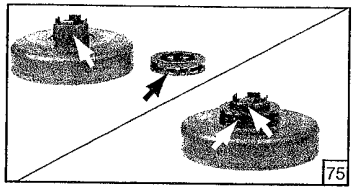
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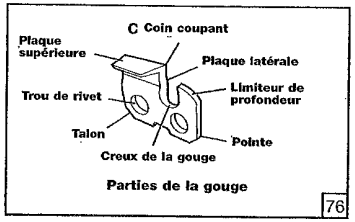

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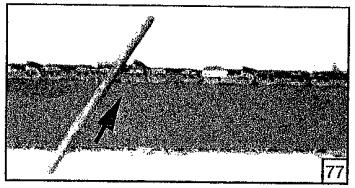
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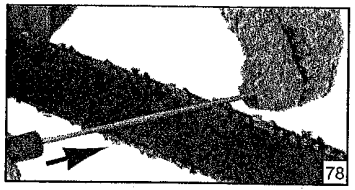
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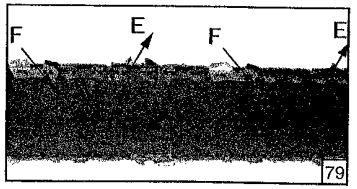

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Entretien de la chaîne

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.

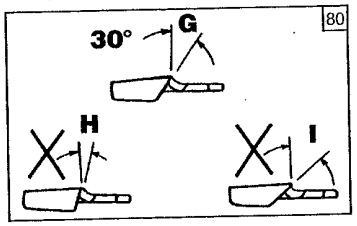
Affûtage des gouges (Fig.76)

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 et absolument essentiel. Si la chaîne est mal affûtée, et tout particulièrement si le limiteur d'épaisseur est trop profond, le risque de rebond est accrû, 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.



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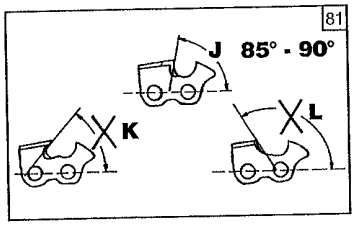

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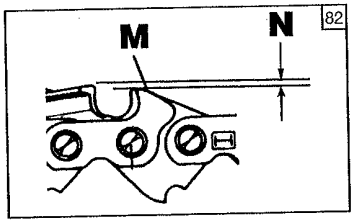

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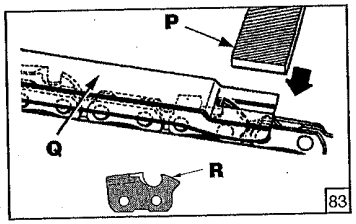

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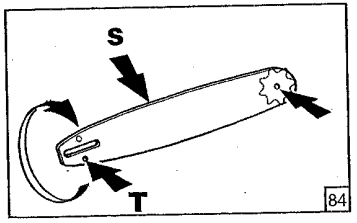

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Angle des plaques supérieures
Les porte-lime sont équipés de repères permettant d'aligner correctement la lime afin d'obtenir l'ANGLE DE PLAQUE SUPÉRIEURE correct (Fig. 80).
G) CORRECT- 30°
H) INFÉRIEUR À 30° - Pour débitage.
I) SUPÉRIEUR À 30°- Bord 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.

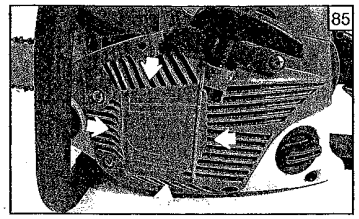
Réglage du limiteur d'épaisseur
1. La hauteur **(N, Fig.82)** du limiteur d'épaisseur **(M)** doit être comprise entre 0,5 mm (0,020 po.) et 0,6 mm (0,024 po.). Utilisez une cale d'épaisseur pour contrôler la hauteur des limiteurs d'épaisseur.
2. Contrôlez la hauteur des limiteurs d'épaisseur à chaque 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 rabaissé 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.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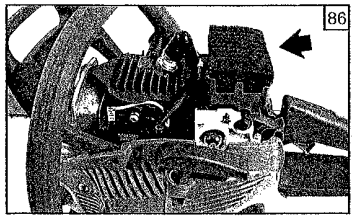
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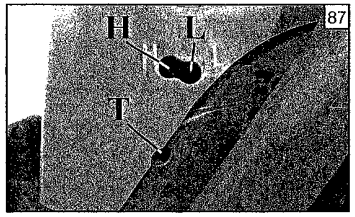

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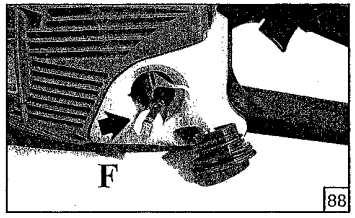

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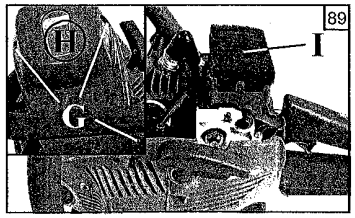

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- Rails fendillés ou cassés.
- Rails étirés.

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"** ans le sens inverse des aiguilles d'une montre pour réduire le régime de ralenti et stopper la rotation de la chaîne. Si la chaîne continuer 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.

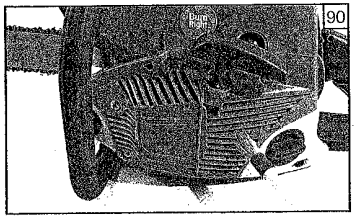
Filtre à carburant

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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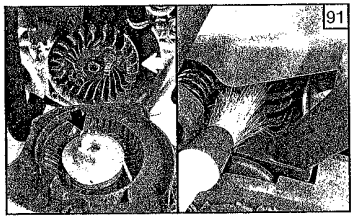
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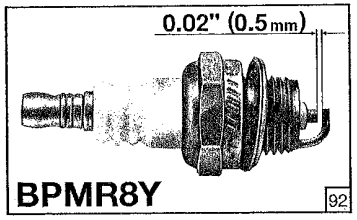

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comprimé à une certaine distance. Remontez le filtre à air dans le couvercle. Posez le couvercle de filtre à air sur la tronçonneuse. Resserrez fermement les vis du couvercle de filtre à air.
Un filtre à air usagé ne peut jamais être complètement nettoyé. 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.

Démarreur

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.

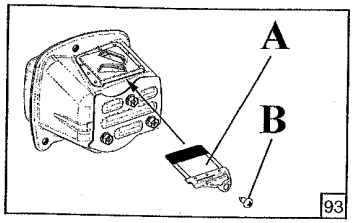
AVERTISSEMENT: Ne faites jamais fonctionner la tronçonneuse si toutes les pièces ne sont pas correctement montées, notamment le couvercle du carter d'entraînement et le carter du démarreur. Dans la mesure où les pièces peuvent se casser et voler en éclat, faites réparer le volant-moteur et l'embrayage à un réparateur agréé.

Bougie

Ce moteur utilise une bougie NGK 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;



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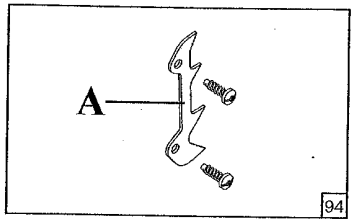

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- des conditions de fonctionnement défavorables, notamment le fonctionnement en charge partielle;
peuvent entraîner une détérioration rapide de la bougie.

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 du écranpare-étincelles **(B).**
- Déposez l'écran para-énticelles (A) réf. 50240155.
- Nettoyez et contrôlez l'écran pare-étincelles. Si le pare-étincelles est endommage, 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'otuils ou à l'air comprimé.

Par souci de conformité à la norme, il est nécessaire de monter an griffe d'abattage Réf. 50240110 **(A, Fig. 94);** celles-ci sont forunies dans l'emballage de la tronçonneuse.

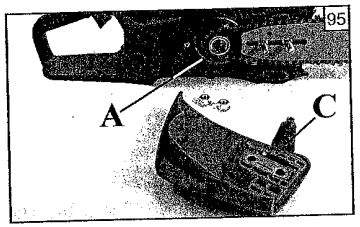
Silencieux d'échappement

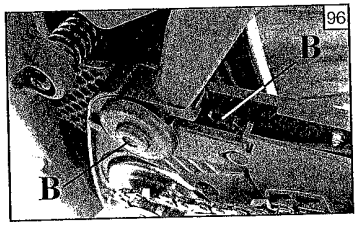
ATTENTION – Ce silencieux est doté d'un catalyseur ce qui assure au moteur la conformité aux conditions sur les émissions requises. Ne jamais modifier ni déposer le catalyseur : tout modification est une violation à la loi.

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 augment le risque d'incendie et de perte auditive.





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).**

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, répéter 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'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. Tirer le levier du starter jusqu'au bout et ramener 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 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 ⚠ **AVERTISSEMENT: Ne touchez jamais la chaîne lorsque le moteur tourne.**	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.

***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.

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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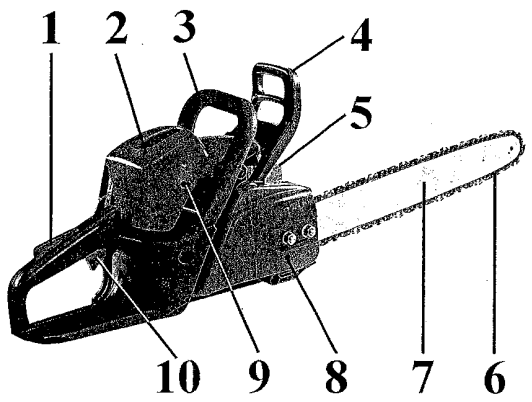
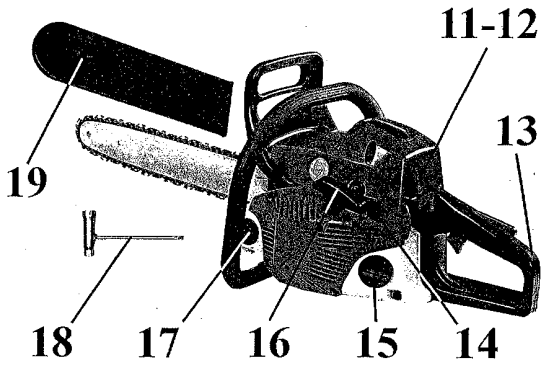
MT 3500





Componentes de la motosierra

1 - Bloqueo del activador
2 - Cubierta del filtro de aire
3 - Empuñadura delantera
4 - Palanca del freno de la cadena/ protector de manos
5 - Silenciador
6 - Cadena
7 - Barra guía
8 - Tornillo de ajuste de la barra guía
9 - Tornillos de ajuste del carburador
10 - Activador
11 - Interruptor de masa
12 - Palanca cebador
13 - Empuñadura trasera
14 - Pera de Purga
15 - Tapón del depósito de combustible
16 - Empuñadura del motor de arranque
17 - Tapón del depósito de aceite
18 - Llave de combinación
19 - Funda de la barra

Significado de las etiquetas de seguridad y simbols



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.

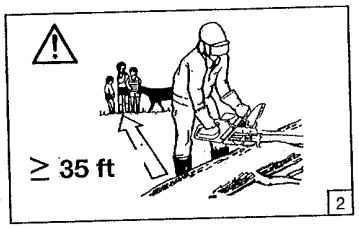
ADVERTENCIA: El sistema de encendido de la unidad genera un campo electromagnético de muy baja intensidad. Dicho campo puede afectar al funcionamiento de ciertos marcapasos. Para reducir el riesgo de lesiones graves o mortales, las personas que tengan un marcapasos deben consultar a su médico y al fabricante 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.


1



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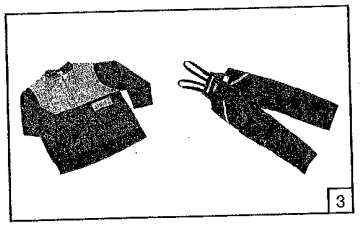
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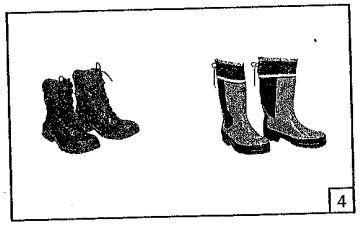
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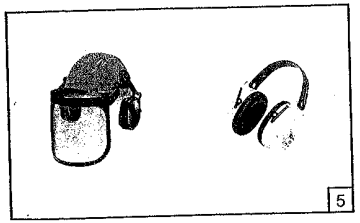
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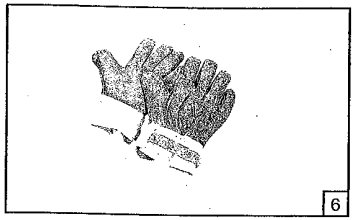
Precauciones básicas de seguridad

- 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 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, recójaselo y protéjaselo (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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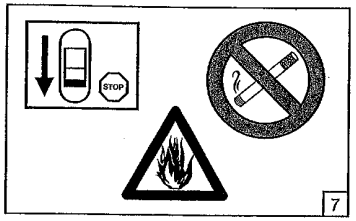

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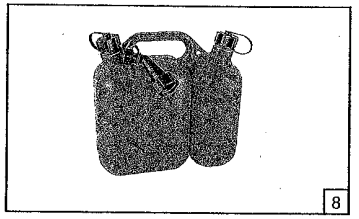
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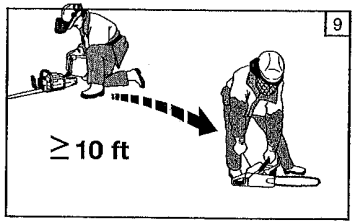

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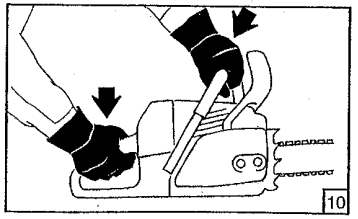
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Manejo del combustible

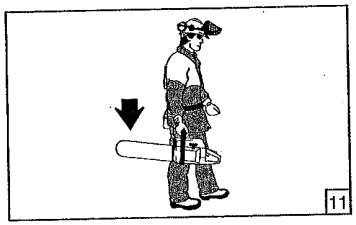
ADVERTENCIA: La gasolina es un combustible muy inflamable. Tenga mucho cuidado cuando maneje mezclas de gasolina o combustible. No fume ni acerque llamas o fuego al combustible ni a la motosierra (Fig.7).

- **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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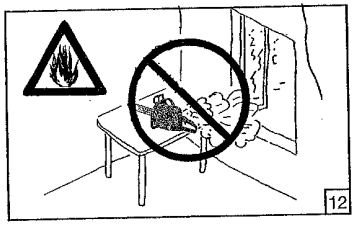
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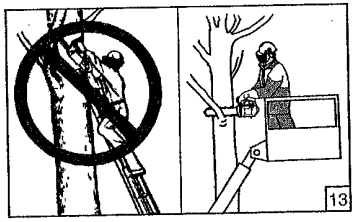
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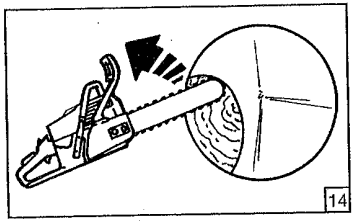
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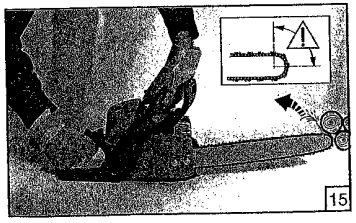
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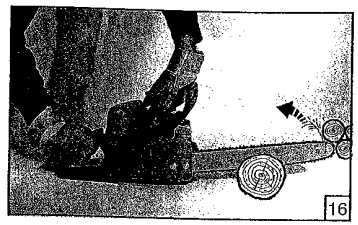
- Antes de arrancar el motor, compruebe que la cadena no toca ningún objeto. No arranque nunca la motosierra cuando la barra guía se encuentre en un corte.
- Apague el motor antes de dejar la motosierra en el suelo. No deje el motor en marcha desatendido.
- Como precaución de seguridad adicional, accione 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 atencion a la posbilidad de envelenamento de monoxido 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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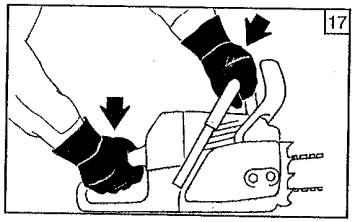
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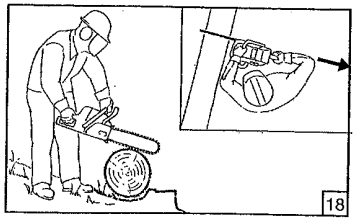
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Evite el rebote por aprisionamiento:
- Esté muy alerta ante situaciones u obstrucciones que puedan provocar que el material aprisione la parte superior de la cadena o que la pare.
- No corte más de un tronco cada vez.
- No tuerza la motosierra mientras 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.
- Extreme 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.

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.

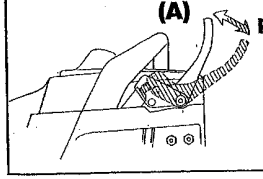
- La barra guía de reducción de rebotes se ha diseñado con una punta de radio pequeño que reduce la dimensión de la zona de peligro de rebote en la punta de la barra. Se ha demostrado que la barra guía de reducción de rebotes reduce significativamente el número y gravedad de los rebotes al someterla 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.

Posición de funcionamiento (A)



Posición de freno (B)

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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	Candidad 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°

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.

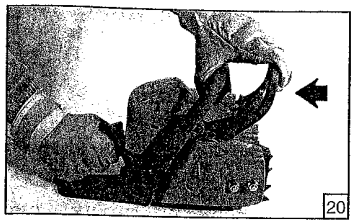
ADVERTENCIA: Todos los trabajos de revisión de la motosierra, que no sean los elementos especificados en las instrucciones de mantenimiento del manual del operador, los deberá realizar personal de servicio competente. (Si se utilizan herramientas inadecuadas para extraer el volante o el embrague, o si 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.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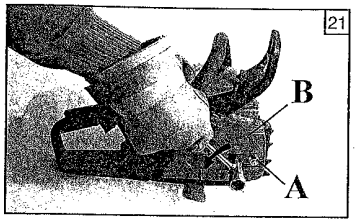

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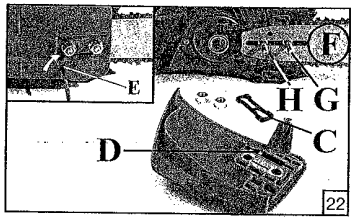

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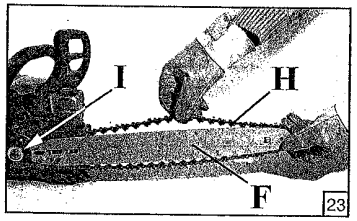

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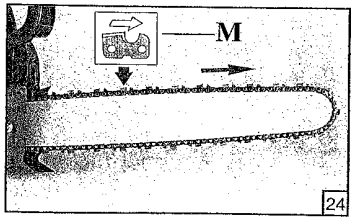

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Montaje de la barra y la cadena

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.

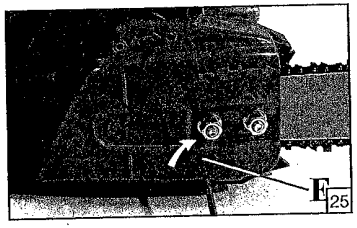
1. Compruebe que el freno de la cadena no está puesto tirando de la palanca del freno de la cadena/protector de manos hacia la empuñadura delantera como se muestra en la Fig. 20. Para obtener más información, consulte las secciones de seguridad y funcionamiento del freno de la cadena.
2. Extraiga las 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.

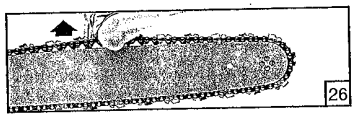
PRECAUCIÓN: Se pueden producir daños importantes en la rueda dentada, tambor del embrague, barra guía y cadena si la cadena no se asienta correctamente en la rueda dentada.

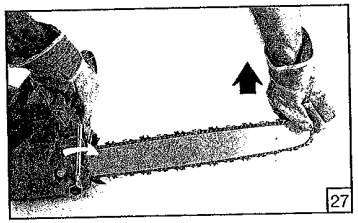
9. Vuelva a poner la cubierta del embrague **(B)**. Gire el tornillo de tensión de la cadena **(E)** en el sentido de las agujas del reloj (como se muestra en la Fig. 25, página 86) hasta que el pasador de tensión de la cadena **(D)** encaje en su orificio **(H)**. Instale las dos tuercas de la barra **(A)**. Apriete las tuercas de forma manual únicamente. La barra se debe mover libremente para ajustar la tensión.

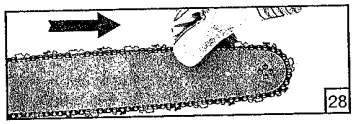
PRECAUCIÓN: Si no se asegura de que el pasador de tensión de la cadena está en su orificio, se producirán daños importantes en la motosierra al volver a montar la cubierta del embrague.

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.









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.

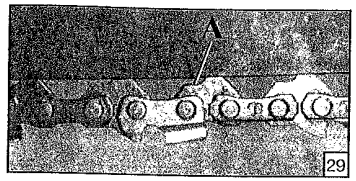
NOTA: La cadena no girará si está demasiado tensa. Afloje ligeramente las tuercas de la barra y gire el tornillo de ajuste 1/4 de vuelta en el sentido contrario a las agujas del reloj. Levante la punta de la barra guía y vuelva a apretar las tuercas de la barra.

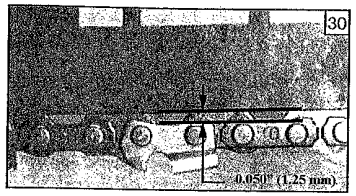
ADVERTENCIA: Compruebe la tensión de la cadena con frecuencia cuando utilice la motosierra. No toque nunca ni ajuste la cadena con el motor en marcha. Puesto que la cadena está muy afilada, utilice siempre guantes protectores cuando realice trabajos de mantenimiento en ella.

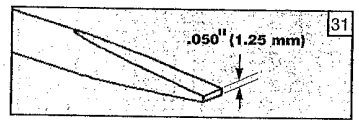
ADVERTENCIA: La cadena de repuesto debe contar con las mismas características de rebote o de menor rebote que la suministrada originalmente.

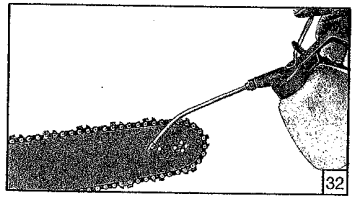
ADVERTENCIA: Si la motosierra se utiliza estando la cadena floja, ésta podría saltar de la barra guía y podrían producirse lesiones graves como resultado.

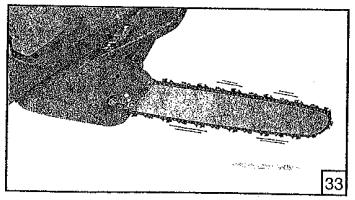
ADVERTENCIA: No ponga nunca la motosierra en marcha con la cubierta de la rueda dentada suelta.











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.

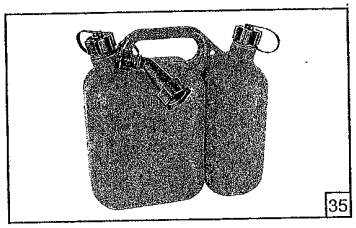
PRECAUCIÓN: Si la cadena se tensa en caliente, es posible que esté demasiado tensa al enfriarse. Compruebe la "tensión en frío" antes del siguiente uso.

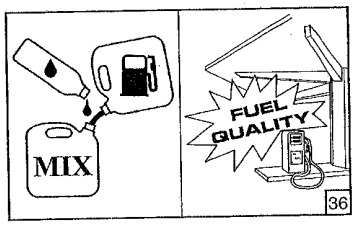
PRECAUCIÓN: Si la cadena es nueva, se deberá volver a tensar con mayor frecuencia que una que se haya utilizado durante algún tiempo.

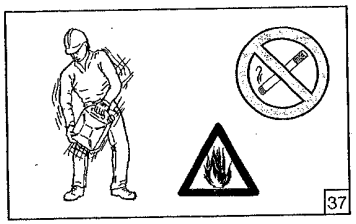
Rodaje de la cadena

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.

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 v·lidas 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 desconnocidas, utilice una mezcla de aceite y combustible al **4% (1:25).**

PRECAUCIÓN: NO UTILICE ACEITE DE AUTOMOCIÓN NI ACEITE FUERA BORDA DE 2 CICLOS.

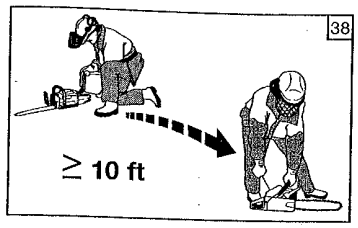
PRECAUCIÓN: No utilice nunca combustible con un porcentaje de alcohol superior al 10%; se puede utilizar gasohol con un máximo de 10% de alcohol o combustible E10.

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.

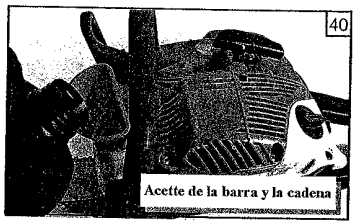
PRECAUCIÓN:
- **Compre el combustible según la cantidad que vaya a consumir; no compre más del que vaya a utilizar en uno o dos meses;**
- **Guarde la gasolina en un contenedor hermético en un lugar fresco y seco.**

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)

Llenado 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 utilizacion de la motosierra tiene que ser diponible 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.

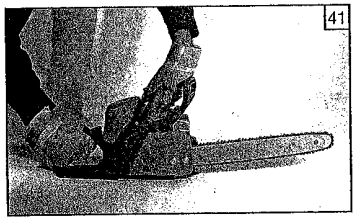
PRECAUCIÓN: No utilice aceites sucios, utilizados ni contaminados. Si lo hace, se pueden producir daños en la bomba de aceite, en la barra o en la cadena.

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.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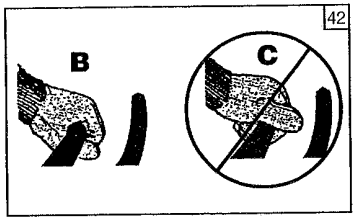
1. Utilice guantes antideslizantes para obtener el máximo agarre y protección.

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.



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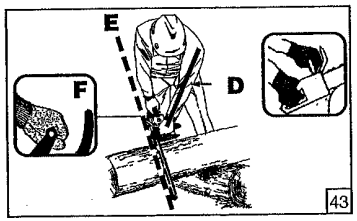
2. Mantenga la motosierra correctamente agarrada **(B, Fig.42)** cuando el motor esté en marcha. Los dedos deben rodear la empuñadura y el pulgar debe quedar debajo de ella. Esta forma de agarrar es la más firme ante rebotes u otras reacciones repentinas de la motosierra. Resultará peligroso si agarra 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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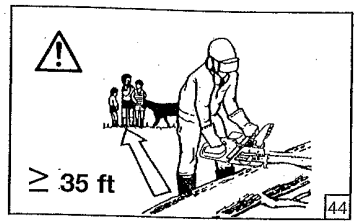
ADVERTENCIA:
Postura adecuada para cortar (Fig. 43)
- **El peso debe estar equilibrado sobre ambos pies y éstos deben estar sobre un terreno firme.**
- **Mantenga el brazo con el codo fijo en posición de "brazo recto" (D) para resistir cualquier fuerza de rebote.**
- **El cuerpo debe estar siempre a 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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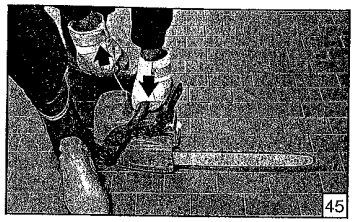
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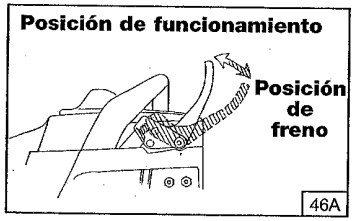
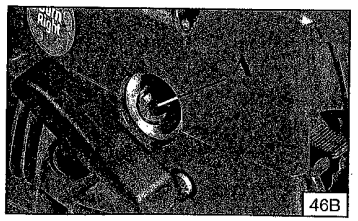


46A


46B

Procedimiento de corte básico

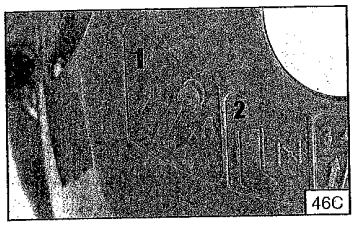
Practique cortando algunos troncos pequeños utilizando la siguiente técnica para familiarizarse con el uso de la motosierra antes de iniciar una operación de corte importante.

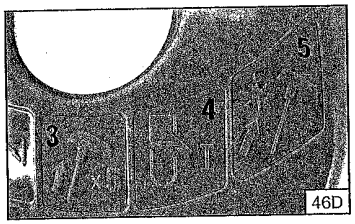
1. Adopte la postura adecuada delante de la madera con la motosierra a ralentí.
2. Ponga el motor a aceleración máxima justo antes de entrar en el corte apretando para ello el activador.
3. Comience a cortar con la motosierra contra el tronco.
4. Mantenga el motor a aceleración máxima mientras realiza 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.

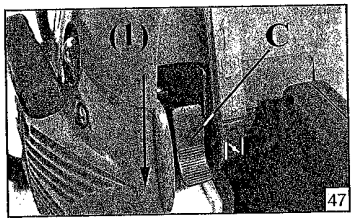
Precauciones sobre el lugar de trabajo

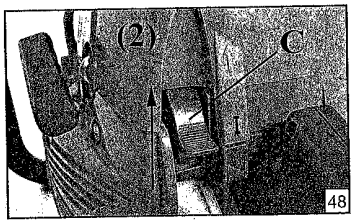
ADVERTENCIA: Corte solamente madera o materiales de madera. No corte metal, plástico, mampostería ni materiales de construcción que no sean de madera.

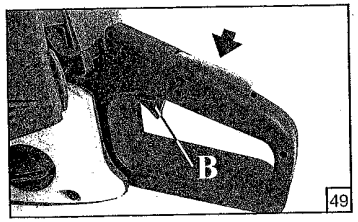
- No permita nunca que un niño utilice la motosierra. Permita únicamente utilizar esta motosierra a aquellas personas que hayan leído este manual del operador o que hayan recibido las instrucciones adecuadas para el uso seguro y correcto de esta motosierra.
- Haga que los ayudantes, transeúntes, niños 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 tale 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 utilizacion de la motosierra tiene que ser diponible un extintor de incendios.











Arranque del motor

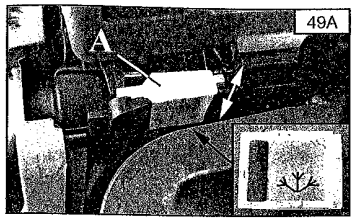
ADVERTENCIA: Mantenga el cuerpo a la izquierda de la línea de la cadena. No separe nunca la sierra ni la cadena; tampoco se debe inclinar más allá de la línea de la cadena. El freno de la cadena debe estar accionado al arrancar la motosierra.

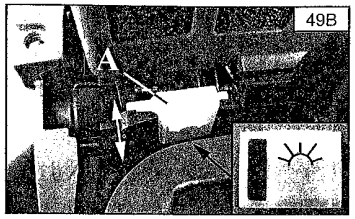
- Sitúe la motosierra sobre un terreno nivelado y compruebe que no hay objetos ni obstrucciones cerca que puedan entrar en contacto con la barra y la cadena. Agarre firmemente la empuñadura delantera con la mano izquierda y ponga el pie derecho en la base de la empuñadura trasera; consulte la Fig. 45, 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.

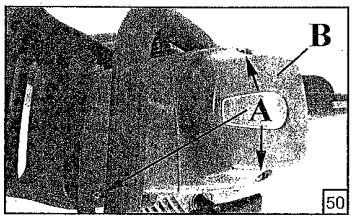
ADVERTENCIA: No corte material con la palanca de ralentí rápido/estrangulación en la posición de la difusión completa (FULL CHOKE). No ponga la motosierra en marcha con el bloqueo del acelerador de arranque accionado. Al cortar con el bloqueo del acelerador de arranque accionado, el operador no puede controlar correctamente la velocidad de la cadena o la sierra.

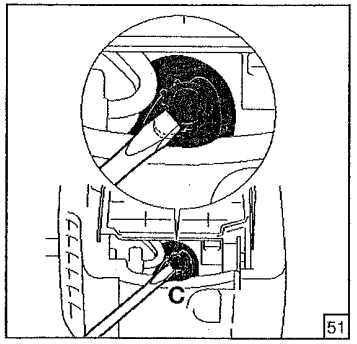
NOTA - ARRANQUE DEL MOTOR EN CALIENTE:
Siga las instrucciones de arranque indicadas anteriormente, pero no utilice la posición de difusión completa para volver a arrancar la unidad. A fin de fijar el ralentí rápido para arrancar el motor en caliente, saque por completo el estrangulador y empújelo para 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.









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.

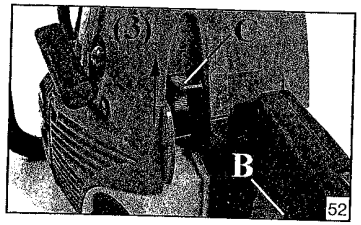
Rodaje del motor

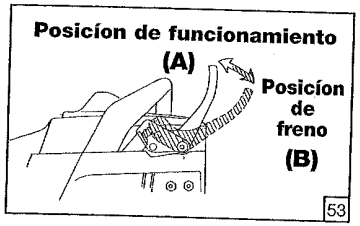
El motor alcanza su potencia máxima tras un período de actividad de 5 a 8 horas.
Durante este período de rodaje, no ponga la máquina a aceleración máxima si no está cortando, a fin de evitar tensiones de funcionamiento excesivas.

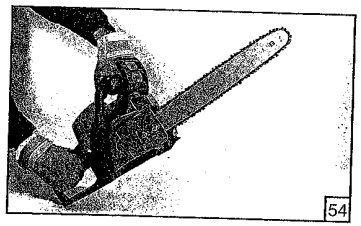
PRECAUCIÓN: Durante el período de rodaje, no varíe la carburación para obtener un incremento de potencia; el motor puede dañarse.

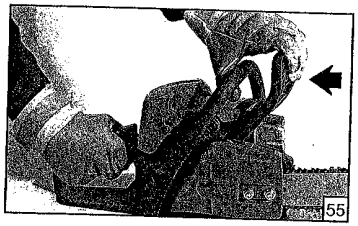
Arranque difícil (o arranque de un motor ahogado)
El motor puede estar ahogado con demasiado combustible si no arranca tras 10 tirones. El exceso de combustible de los motores ahogados se puede eliminar siguiendo el procedimiento de arranque del motor en caliente indicado anteriormente. Asegúrese de 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.









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 (⏀/ 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.

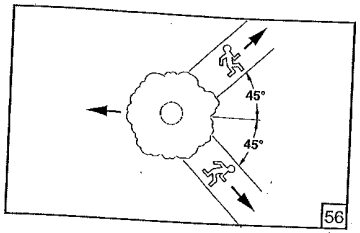
La **posición de funcionamiento (A, Fig. 53)** y la **posición de freno (B)** del freno de la cadena se ilustran a continuación.

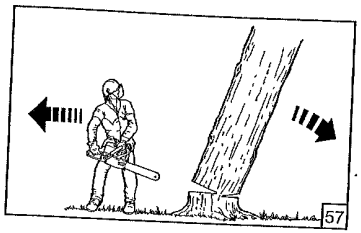
El estado de funcionamiento del freno de la cadena se debe comprobar antes de cada uso de la unidad como se indica a continuación:

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.

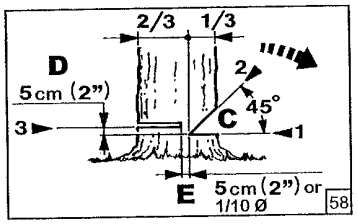
⚠ ADVERTENCIA: Si el árbol comienza a caer en la dirección incorrecta, o si la motosierra queda atrapada o se bloquea durante la caída, DEJE LA MOTOSIERRA Y SÁLVESE.

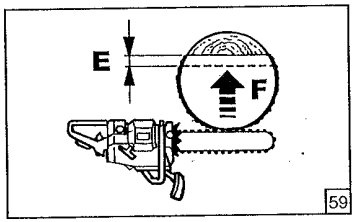
- Planifique previamente con cuidado la operación de corte.
- Despeje el área de trabajo. El área alrededor del árbol debe estar despejada para que el terreno sea seguro.
- El operador de la motosierra debe permanecer en el lado de subida del terreno, puesto que es probable que el árbol ruede o se deslice cuesta abajo tras talarlo.
- Estudie las condiciones naturales que puedan provocar que el árbol caiga en una determinada dirección.

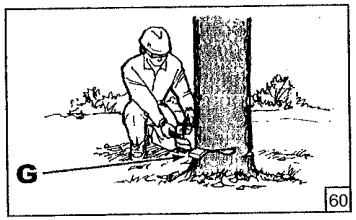
Compruebe la existencia de descomposición y putrefacción. Si el tronco está podrido, puede partirse y caer hacia el operador.

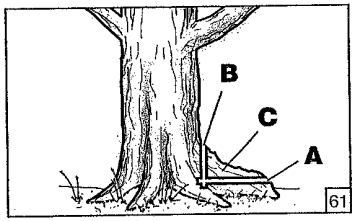
Compruebe que hay suficiente espacio para que el árbol caiga. Mantenga una longitud de 2 árboles de distancia con respecto a la persona más cercana o a otros objetos. El ruido del motor puede ahogar una llamada de advertencia. Elimine suciedad, piedras, cortezas sueltas, clavos, grapas y cables del árbol 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.







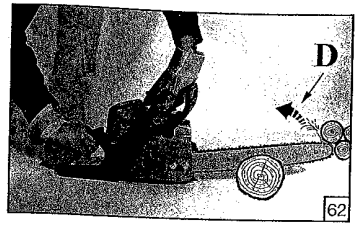


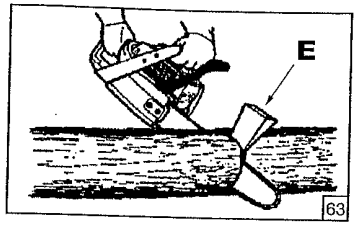
3. Corte una muesca **(C, Fig. 58)** de aproximadamente 1/3 del diámetro del tronco en el lateral del árbol. Haga los cortes de la muesca de forma que se crucen en ángulo recto con la línea de caída. Esta muesca se debe limpiar para obtener una línea recta. Para mantener el peso de la madera fuera de 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.

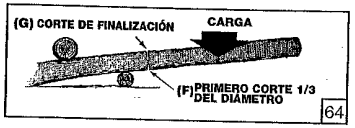
ADVERTENCIA: No corte nunca hasta la muesca cuando realice un corte por el lado opuesto al de caída. La articulación controla la caída del árbol; se trata de la sección de madera entre la muesca y el corte por el lado opuesto al de caída.

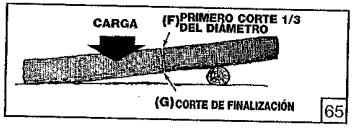
NO corte con la motosierra un árbol parcialmente caído.
Tenga mucho cuidado con los árboles parcialmente caídos que no cuenten con un apoyo firme. Si el árbol no cae por completo, deje la motosierra y derríbelo con un torno de cable, un bloque y un aparejo, o con un tractor.

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).

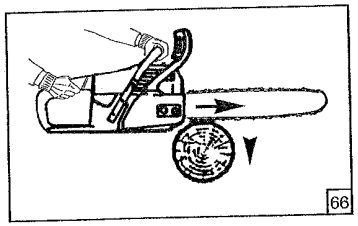
ADVERTENCIA: Mientras realiza operaciones de tronzado, sitúese siempre en el lado de subida del terreno para que la sección cortada del tronco no le atropelle.

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.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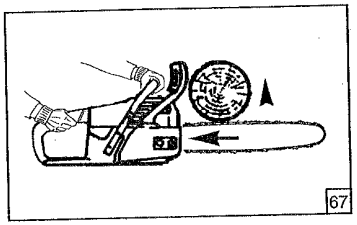
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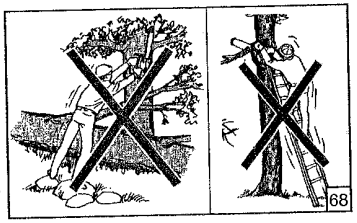
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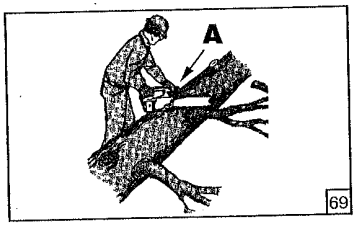

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Tipos de corte utilizados

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.

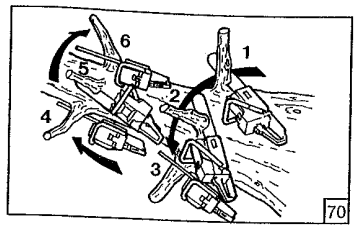
ADVERTENCIA: No ponga nunca la motosierra boca abajo para hacer cortes sesgados. La máquina no se puede controlar en esta posición. Haga siempre el primer corte en el lado de compresión del tronco. El lado de compresión es donde se concentra la presión del peso del tronco.

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.



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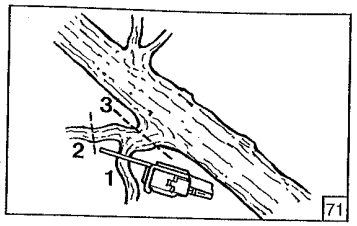

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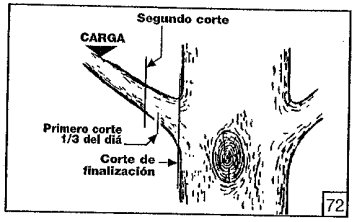

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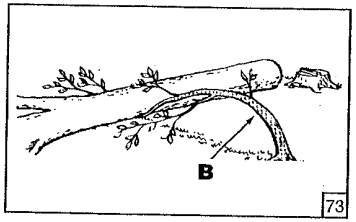

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Operación de corte de ramas (Fig. 70-71)

- 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, 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.

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.

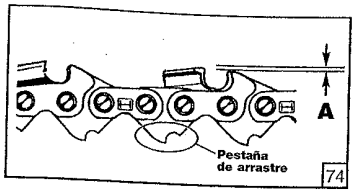
Pértigas

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.

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					
Freno de la cadena	Comprobar el funcionamiento	X	X					
	Limpiar y lubricar				X			
	Comprobar en el concesionario						X	X
Depósito de combustible	Inspeccionar (fugas, grietas y desgaste)	X	X					
	Limpiar					X		
Depósito de aceite	Inspeccionar (fugas, grietas y desgaste)	X	X					
	Limpiar					X		
Filtro de combustible	Inspeccionar				X			
	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 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
Rueda dentada	Inspeccionar (daños y desgaste)				X			Reemplazar con cada cadena nueva
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						X
	Sustituir						X	Cada 6 meses
Aletas del cilindro	Limpiar					X		
Salidas de ventilación del sistema del motor de arranque	Limpiar			X				
Cuerda del motor de arranque	Inspeccionar (daños y desgaste)				X			
	Sustituir						X	
Carburador	Comprobar el ralentí (la cadena no debe girar al ralentí)	X	X					
Bujía	Comprobar la separación de las puntas del electrodo					X		
	Sostituir						X	Cada 6 meses
Soportes de vibración	Inspeccionar (daños y desgaste)				X			
	Sustituir en el concesionario						X	X



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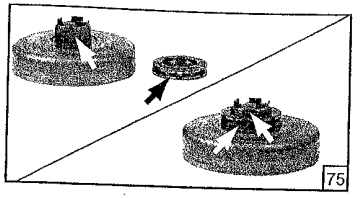
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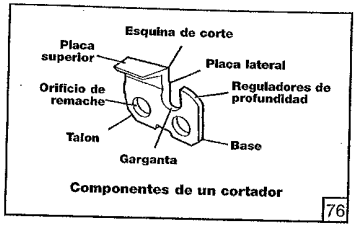

Componentes de un cortador
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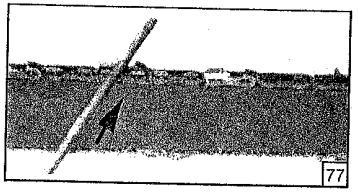
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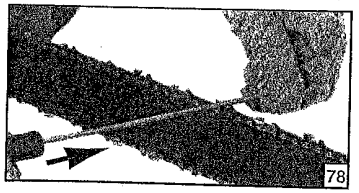
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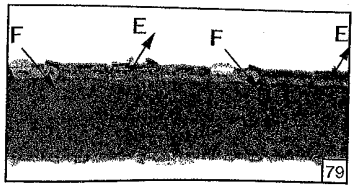

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Mantenimiento de la cadena

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.

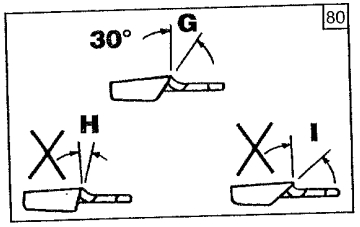
Cómo afilar los cortadores (Fig. 76)

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.



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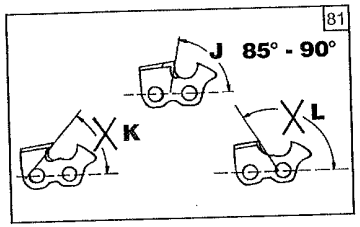

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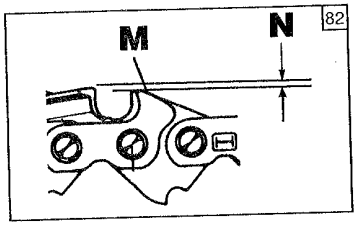

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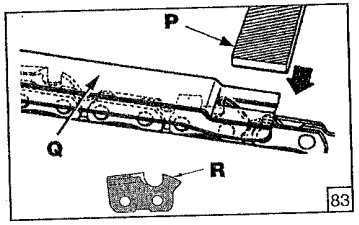

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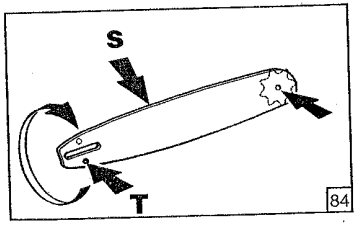

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Ángulo de la placa superior
Los soportes de lima se marcan con marcas guía para alinear la lima correctamente a fin de obtener el ángulo correcto de la placa superior (Fig. 80).
G) CORRECTO: 30°
H) INFERIOR A 30° : Para corte transversal
I) SUPERIOR 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.

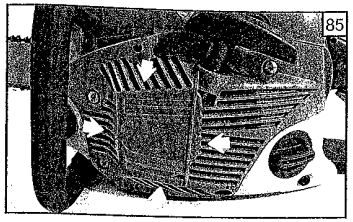
Holgura del calibre de profundidades
1. El calibre de profundidades **(M, Fig. 82)** se debe mantener con una holgura **(N)** comprendida entre .020 (0.5 mm) y .024" (0,6 mm). Utilice una herramienta para calibres de profundidades a fin de comprobar las holguras del calibre de profundidades.
2. Cada 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 raíles 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 raíles de la barra que permite que la cadena se coloque en perpendicular.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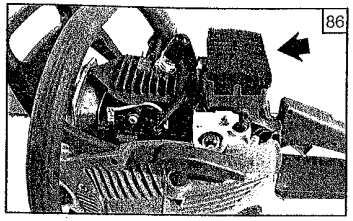
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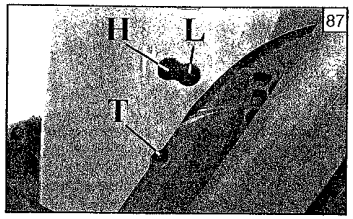

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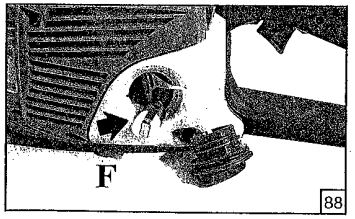

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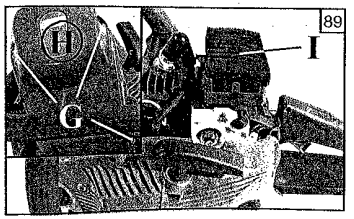

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- Barra guía doblada.
- Raíles agrietados o rotos.
- Raíles abiertos.

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.

⚠ 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.

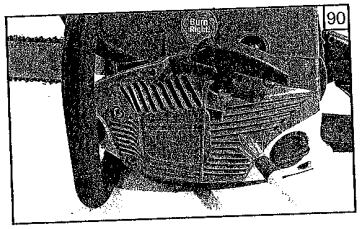
Filtro de combustible

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 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.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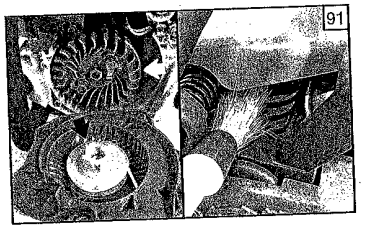
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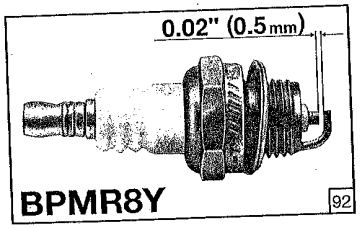

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Ponga la cubierta del filtro de aire en la motosierra. Apriete firmemente el mando de la cubierta.
Un filtro de aire utilizado nunca se puede limpiar por completo. Se recomienda sustituir el filtro de aire por otro nuevo tras seis meses de funcionamiento.

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.

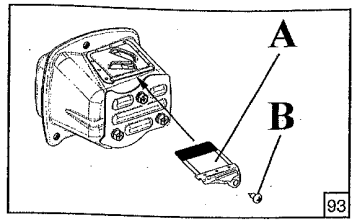
Bujía

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.



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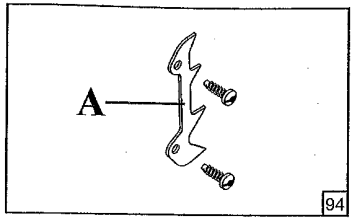

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Silenciador de supresión de chispas

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.

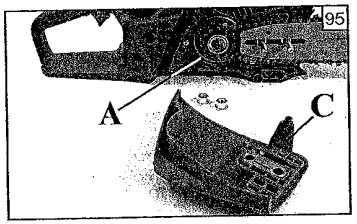
Silenciador

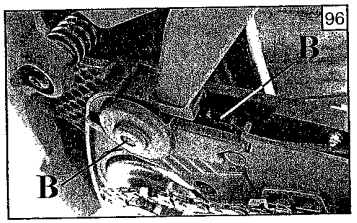
ATENCIÓN – Este silenciador está dotado de catalizador, elemento necesario para que el motor cumpla con los niveles de emisión permitidos. No modifique ni quite el catalizador: si lo hace, viola la ley.

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 empuse 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. **ADVERTENCIA: No toque nunca la cadena mientras el motor esté en funcionamiento.**	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 màxima 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

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42011 Bagnolo in Piano (RE) Italy



PRODUCT REGISTRATION CARD – FICHE D'ENREGISTRATION DU PRODUIT
TARJETA DE REGISTRO DE PRODUCTO

8600-100-1288

efco

CUSTOMER COPY – COPIE POUR LE CLIENT
PARA EL CLIENTE

PURCHASER'S NAME AND ADDRESS – NOM DU CLIENT ET ADRESSE – NOMBRE COMPRADOR Y DIRECCION

William McGuire
1010 W. Elder Ave.
Mt. Healy, IL. 60051

MODEL - MODÈLE - MODELO

MT 3500 (2.38 cu.in)

SERIAL NUMBER - NUMERO DE SÉRIE - MATRICULA

918402002796

PURCHASE DATE - DATE D'ACHAT - FECHA DE COMPRA

5-22-11

PRIMARY USE (ONE ONLY): ☒ PERSONAL & CONSUMER - PERSONELLE TITRE PRIVE - PRIVADO
UTILISATION PRINCIPAL: ☐ BUSINESS & COMMERCIAL - PROFESSIONELLE - PROFECIONAL
UTILIZATION PRINCIPAL: ☐ RENTAL - LOCATION - ALQUILADO

DEALER NAME AND SIGNATURE - NOM DISTRIBUTEUR ET SIGNATURE - NOMBRE DISTRIBUDOR Y FIRMA

Menard's
14 00 S. US. Hwy 12
Fox Lake, IL. 60020

COMPLETE IF PURCHASING A CHAINSAW – COMPLÉTER EN CAS D'ACHAT DE TRONÇONNEUSE
COMPLETAR SI COMPRA UNA MOTOSIERRA
EFCO BAR LENGHT - LONGEUR GUIDE EFCO
LARGO BARRA EFCO

EFCO CHAIN TYPE - TYPE DE CHAINE EFCO
TIPO DE CADENA EFCO

William McGuire

PURCHASER SIGNATURE - SIGNATURE DU CLIENT - FIRMA CLIENTE

IMPORTANT: I, the undersigned (Customer) confirm the following: The Operator's Instruction book/Limited Warranty Certificate containing safety precautions was received with the purchase of the unit listed on this warranty registration card. 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. The failure to complete and return this card does not diminish the customers warranty rights.

IMPORTANT: Je, soussigné/e (Client/e), confirme que le **Manuel d'utilisation et d'entretien / Certificat de garantie** contenant les consignes de sécurité m'a été remis avec la machine lindiquée 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 connais les causes et les conséquences du rœul et je suis conscient que le frein de chaîne peut réduire les risques d'accidents s'il est correctement entretenu.
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.

IMPORTANTE: El infrascrito (Cliente) confirma lo que sigue: ha recibido manual de instrucciones y la carta de registro de garantía. También me han demostrado la operación segura y los controles básicos de la maquina. Estoy enterado de las causes y de las consecuencias del contragolpe y que el freno cadena puede reducir las lesiones se el mantiene correctamente.
He leído y entendido las declaraciones importantes antes dichas.
La falta de complementio y devolución de las tarjetas no disminuye sus derechos de garantía.

efco
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

For more information and to look up parts visit:

www.efcopower.com

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

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

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

Sent
5-24-11

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 18 WOOSTER OH

POSTAGE WILL BE PAID BY ADDRESSEE

EMAK USA
770 SPRUCE ST
WOOSTER OH 44691-9939

Legendary Italian Design and Performance

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, NEGLECT, 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 IMLIED 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.

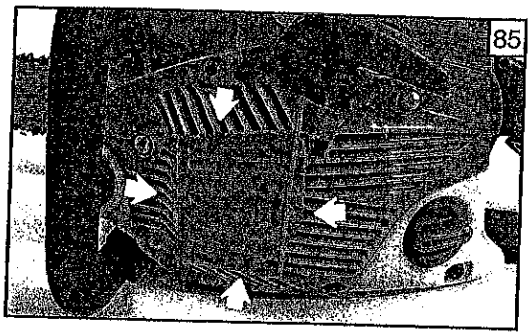
WHAT EMAK USA WILL REPAIR OR REPLACE UNDER WARRANTY:
The warranty period begins on the date of purchase. EMAK USA, acting through its authorized dealers, shall replace free of charge any parts proven defective in material or workmanship. All parts replaced under warranty will be considered as part of the original product and any warranty on those parts will expire coincident with the original product warranty.

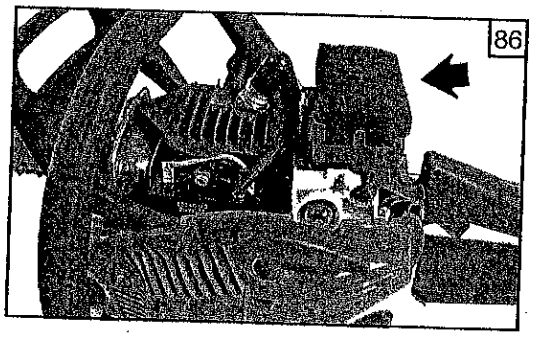
TO OBTAIN WARRANTY SERVICE:
To make any claim under the warranty, proof of purchase of the product in the form of the invoice or receipt showing the date of purchase and product serial number must be presented to the authorized dealer for warranty service.

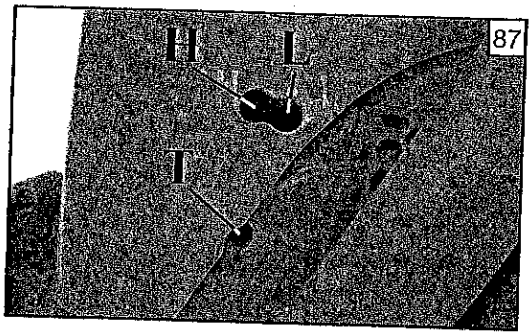
EMISSION CONTROL SYSTEMS WARRANTY COVERAGE:
California and Federal Emission Control Systems - Warranty
The U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and EMAK USA are pleased to explain the Emission Control System Warranty on your model year 2006 or later nonroad 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.

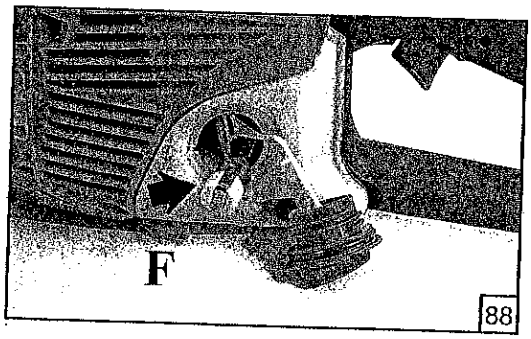
MANUFACTURER'S WARRANTY COVERAGE:
The 1995 and later small off road engines are warranted for two years in California. In other states, 1997 and later model year small off road engines are also warranted for two years. If any emission-related part on your engine is defective, the part will be repaired or replaced by Emak s.p.a. free of charge.

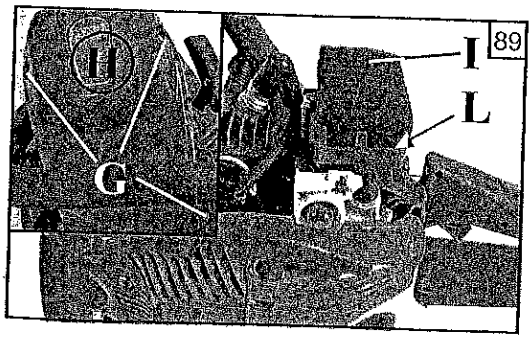
OWNER'S WARRANTY RESPONSIBILITIES:
a) As the small off road engine owner, you are responsible for the performance of the **required maintenance listed in the owner's manual.** Emak USA recommends that you retain all receipts covering maintenance on you small off road engine, but Emak USA cannot deny 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.











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

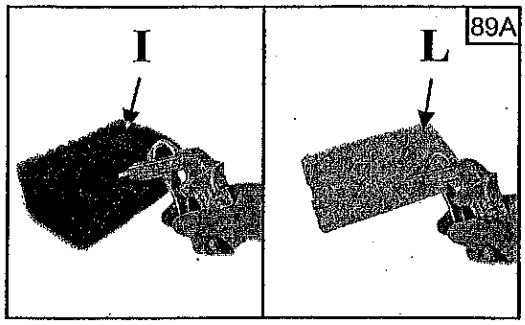
Check the fuel filter **(F, Fig. 88)** periodically. Replace it if contaminated or damaged.

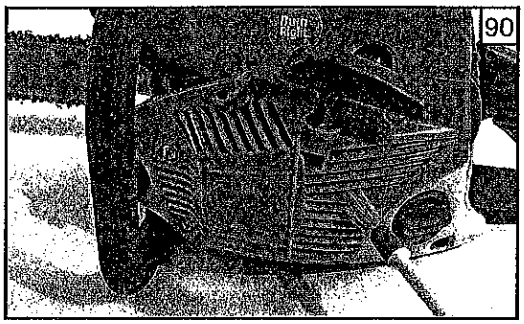
Air Filter

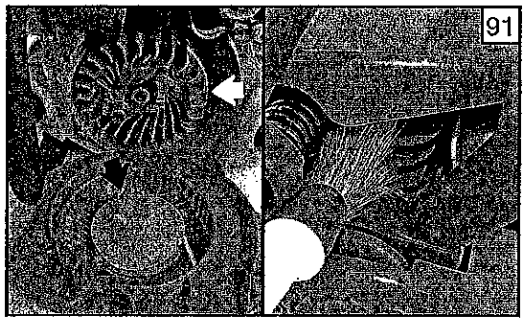
WARNING: Do not clean filter in gasoline or other flammable solvent to avoid creating a fire hazard or producing harmful evaporative emissions.

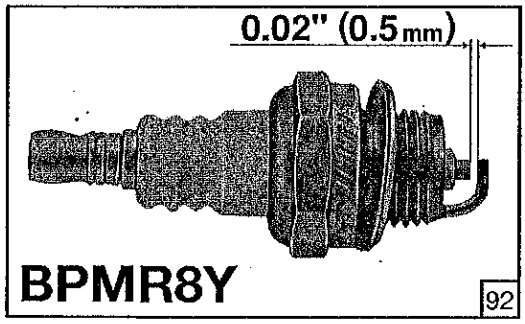
Unscrew the screws on the cover **(G, Fig. 89)**, remove air filter cover **(H)** and check the air filters **(I-L, Fig. 89A)** each day. Filter (L): snake it and clean it with a soft brush. Filter (I) clean with degreaser, wash with water and blow from a distance with compressed air. Reinstall the air 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.

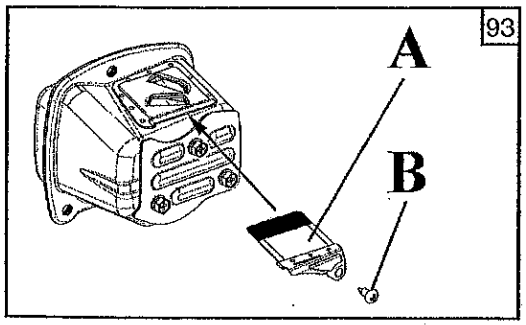
CAUTION: Never run the engine without the air filters, serious damage could result.
Make sure the air filters is correctly placed in the air filter cover before reassembly.
Always replace damaged filters.
Do not clean a filter with a brush.











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

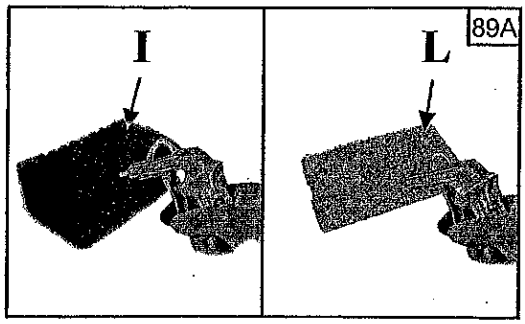
The chainsaw is provided with a Spark Arrester System p.n. 50240109 (Fig. 93) complying with the requirements of SAE J335 standard; you can check the p.n. of the Spark Arrester System on the muffler itself.

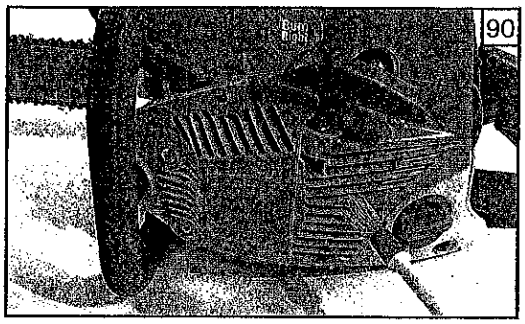
WARNING: A faulty or altered spark arrester system screen can create a fire hazard.

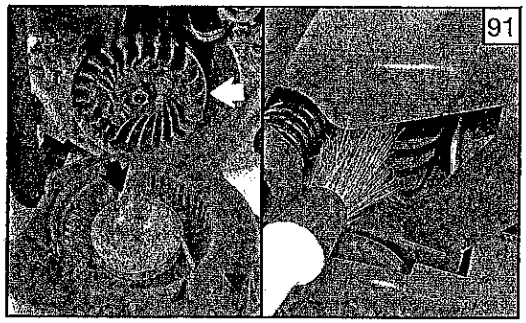
Through normal use the screen can become dirty and should be inspected weekly and cleaned as required.

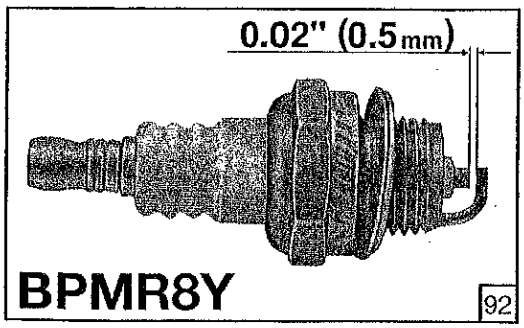
To clean:

- 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.

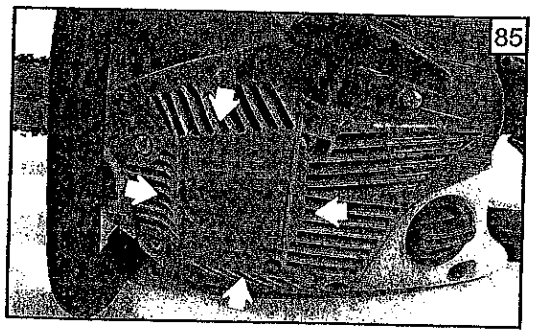
Bujía

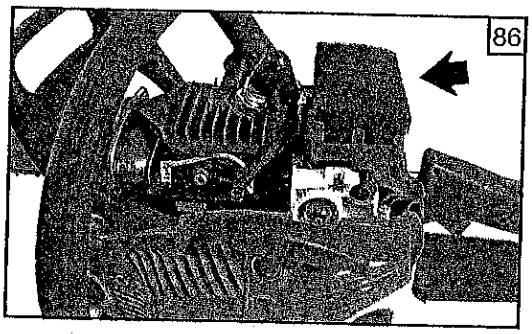
Este motor utiliza una bujía NGK BPMR8Y con una separación de las puntas del electrodo de .02" (0.5 mm) (Fig. 92). Utilice una bujía de repuesto exactamente igual a la original y sustitúyala cada seis meses o con mayor frecuencia, si es necesario.

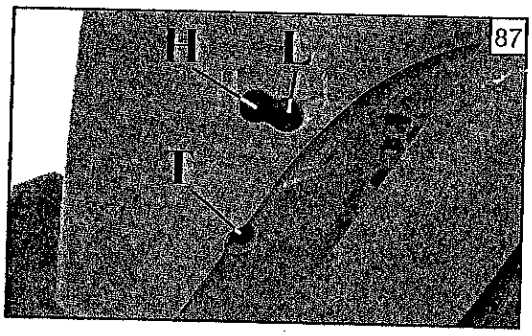
ADVERTENCIA: No someta nunca el sistema de encendido a pruebas con el conector del cable de encendido desconectado de la bujía o sin estar correctamente puesta la bujía, ya que las chispas no contenidas pueden provocar un incendio. Una conexión floja entre el terminal de la bujía y el conector del cable de encendido en la funda puede generar formación de arco, que puede inflamar los gases combustibles y provocar un incendio.

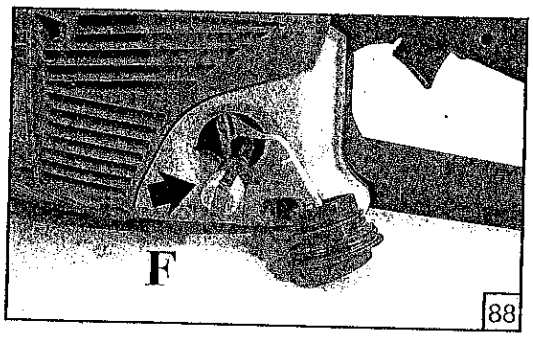
Utilice solamente bujías de tipo resistor de gama homologada.
Factores tales como:
- Demasiado aceite en la mezcla de combustible;
- Filtro de aire sucio;
- Condiciones de funcionamiento desfavorables (por ejemplo, funcionamiento con carga parcial);

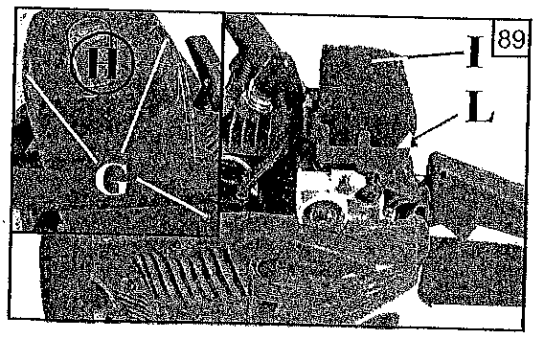
Pueden provocar que la bujía se deteriore rápidamente.











- Barra guía doblada.
- 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.

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.

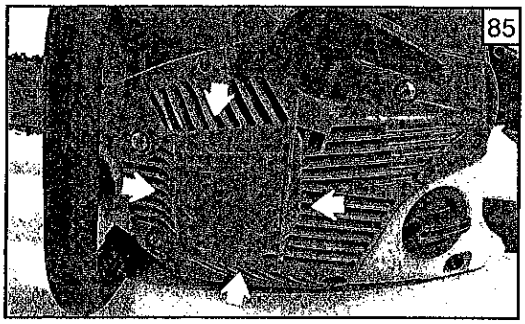
Filtro de combustible

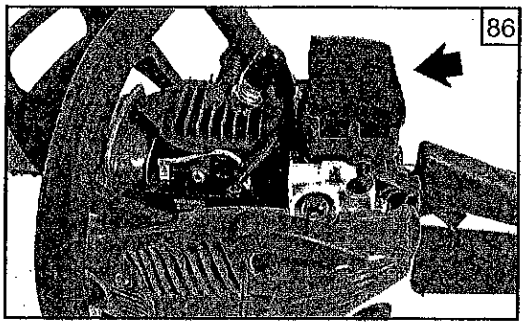
Compruebe periódicamente el filtro de combustible **(F, Fig. 88).** Sustitúyalo si está contaminado o dañado.

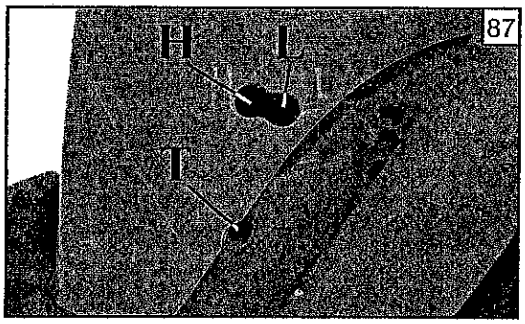
Filtro de aire

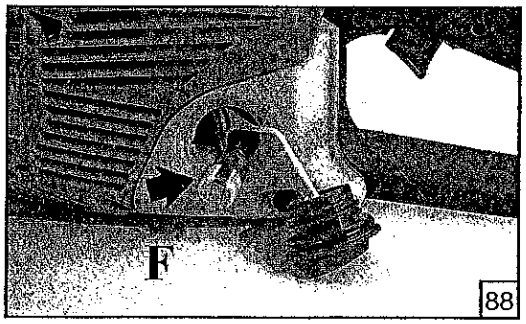
ADVERTENCIA: No limpie el filtro con gasolina u otros disolventes inflamables a fin de evitar que se cree el peligro de incendio o que se generen emisiones de evaporación perjudiciales.

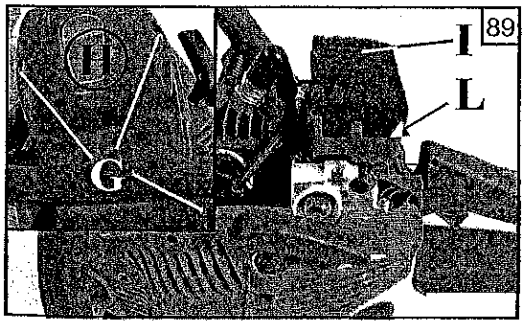
Desenroscar los tornillos de la cubierta **(G, Fig. 89)**, retire la cubierta **(H)** y compruebe los filtros de aire **(I-L, Fig. 89A)** cada día. Filtro (L): sacudirlo y limpiarlo con un pincel suave. Filtro (I): limpiar con desengrasante, lavar con agua y soplar a distancia con aire comprimido. Vuelva 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"** ans le sens inverse des aiguilles d'une montre pour réduire le régime de ralenti et stopper la rotation de la chaîne. Si la chaîne continuer 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.

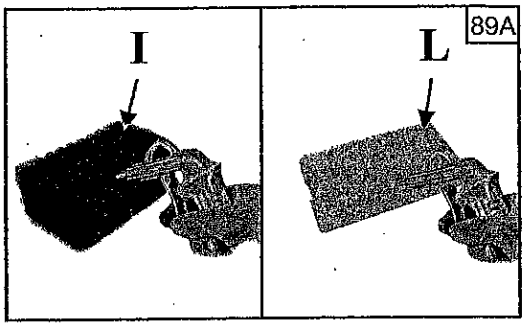
Filtre à carburant

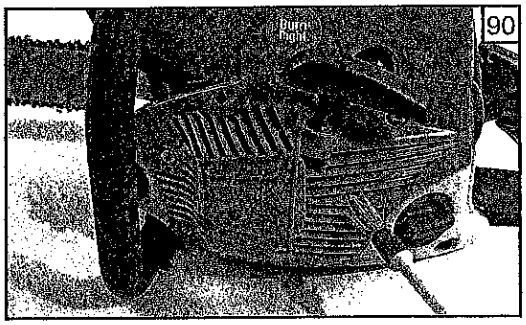
Contrôlez le filtre à carburant **(F, Fig. 88)** périodiquement. Remplacez-le s'il est contaminé ou endommagé.

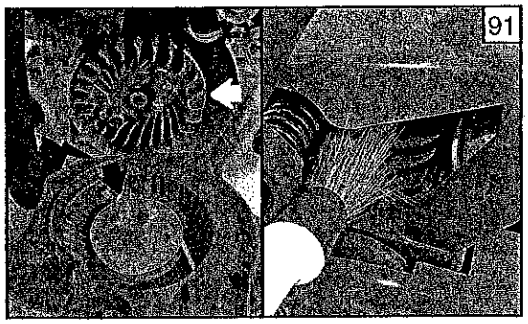
Filtre à air

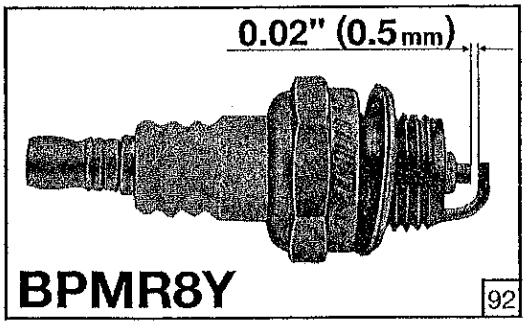
AVERTISSEMENT: Ne nettoyez pas le filtre à air à l'essence ou avec tout autre produit inflammable afin d'éviter tout risque d'incendie ou de générer des vapeurs nocives.

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): nettoyer à l'aide du dégraissant, laver à









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.

Démarreur

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 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;

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THOMAS J POPOVICH PC

INSURED: WILLIAM MCGUIRE & CAROLYN MCGUIRE	
CLAIM NUMBER	LOSS DATE
013-0002779-2011	06/28/2011
POLICY NUMBER	AGENCY
48 010965 01	04-0517-00

$****5,000.00

IN PAYMENT OF:
PAYMENT ON BEHALF OF PAUL DULBERG
FULL AND FINAL SETTLEMENT

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Kyle Dulberg

appointed to you and we will not ask questions until he has been appointed—"I told him, without his attorney I wouldn't talk to him and that would be it. That he didn't have to say anything." (He said he didn't want a lawyer.) (5) If you decide to answer now with or without a lawyer, you have the right to stop questioning at any time or stop questioning and consult a lawyer—"I told him, if I start talking to you and it becomes apparent to you that you suddenly think you want an attorney to tell me and we will stop right there and we won't ask any further questions at that point. In other words, he could stop me from asking anything, at any time and I will just stop and leave the room." (He said he still wanted to talk to me.)

Dickett testified that she gave defendant the *Miranda* warnings one at a time, speaking slowly. After each one she asked defendant if he understood and he said he did. She testified that she told him the word attorney meant lawyer and instead of the phrase, "appoint a lawyer", she told him the court would give him a lawyer.

In contrast to this questioning by Kill and Dickett, Smith testified that she interviewed defendant on December 15, 1989, six months after the fire. In questions she posed which were intended to determine whether or not he could intelligently waive what are commonly known as "Miranda rights or Miranda warnings" she would ask him "what does this mean, and then I would say what the particular right was" and his reaction would be to "look around, scratch his head and draw a blank. He didn't say anything." From these reactions she concluded that "he didn't understand what these rights meant."

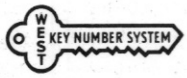
The contrast in the manner in which the police officer and assistant State's Attorney advised the defendant and the form of the questions posed to the defendant by the psychologist lead us to the conclusion that the record does not support the trial court's conclusion that defendant did not understand his rights and therefore did not knowingly and intelligently waive them. The court's grant of defendant's motion to suppress is not supported by the record.

Here we find the defendant was advised of his right to remain silent and his right to have an attorney present in language he could understand. He was advised that anything he told the officer could be used against him in court. Defendant then stated that he wanted to tell the police about the fire. He repeated the story to the officer and to the assistant State's Attorney in a coherent manner. Although he was asked to do so, he chose not have his statement taken down verbatim in writing. Since he was unable to read, he could not verify what a written statement contained.

While the State has a heavy burden to show that a defendant has waived his constitutional rights in a knowing, intelligent and voluntary manner, (*Brownell*, 79 Ill.2d at 516, 38 Ill.Dec. 757, 404 N.E.2d 181) we find the State has met that burden. We find the weight of the evidence establishes that defendant waived his *Miranda* rights in a knowing and intelligent manner. For all of the foregoing reasons the order of the trial court granting defendant's motion to suppress his statements is reversed.

REVERSED.

RAKOWSKI, P.J., and EGAN, J., concur.



217 Ill.App.3d 952
578 N.E.2d 33

Byong K. CHOI, Plaintiff–Appellant,

v.

COMMONWEALTH EDISON COMPANY, Defendant–Appellee.

No. 1–89–2177.

Appellate Court of Illinois,
First District, Third Division.

July 10, 1991.

Rehearing Denied Aug. 26, 1991.

Independent contractor's employee brought action against owner of nuclear

power plant to recover for injuries sustained when he slipped and fell on wet concrete floor. The Circuit Court, Cook County, Dean Sodaro, J., granted summary judgment for owner, and employee appealed. The Appellate Court, Cerda, P.J., held that owner's duty to maintain safe workplace did not include mopping up water that accumulated on floor when snow and ice from pipes used in construction project melted onto floor, causing puddles of water.

Affirmed.

1. Judgment ⇐185(2)

Although plaintiff does not have to try his case on defendant's motion for summary judgment, he must provide factual basis which would arguably entitle him to judgment.

2. Appeal and Error ⇐949

Determination that summary judgment is appropriate will not be reversed absent abuse of trial court's discretion such that plaintiff's right to fundamental justice is violated.

3. Negligence ⇐32(2.10)

Landowner owed duty to independent contractor's employee to maintain reasonably safe workplace.

4. Negligence ⇐50

Landowner's duty to independent contractor's employee to maintain reasonably safe workplace did not extend to taking precautions against water tracked inside from natural accumulation outside.

5. Negligence ⇐2, 10

Duty is determined by considering number of factors, including foreseeability of harm, likelihood of injury, magnitude of burden of guarding against it, consequences of placing that burden on defendant, public policy, and social considerations.

6. Negligence ⇐29, 44

Landowner owes no duty where natural accumulation of snow, ice or water exists on outside or is tracked into building by pedestrian traffic.

7. Negligence ⇐28

Property owner has duty and may be liable in negligence when injuries are result of unnatural or artificial accumulation of snow, ice or water, or natural condition aggravated by owner's use of area and creation of condition.

8. Negligence ⇐50

Duty owed by owner of nuclear power plant to independent contractor's employee to provide reasonably safe workplace did not include duty to mop up water that accumulated on concrete floor when snow and ice from pipes being brought in from outside for use in construction project melted onto floor, causing puddles of water, where there was no evidence that owner did anything to aggravate that condition, but instead condition was continuation of natural accumulation.

Lane and Munday, Thomas J. Nathan, Chicago, for plaintiff-appellant.

Johnson, Cusack and Bell, Ltd., John W. Bell, Michael B. Gunzburg and Thomas H. Fegan, Chicago, for defendant-appellee.

Presiding Justice CERDA delivered the opinion of the court:

Plaintiff, Byong K. Choi, brought this action against defendant Commonwealth Edison Company seeking recovery for injuries sustained when plaintiff fell on a concrete floor while working at a construction site. The trial court granted defendant's motion for summary judgment. On appeal, plaintiff argues that the trial court erred in granting defendant's motion for summary judgment because a genuine issue of material fact exists. In addition, he argues that the trial court erred by failing to recognize defendant's duty to provide a safe workplace for workmen engaged in construction work on its premises and by failing to extend that duty to include taking precautions against the accumulation of water inside the building.

On January 10, 1979, plaintiff Choi was employed by Universal Power Piping, Inc. (UPP) as a welder at the Dresden Nuclear Power Plant, which is owned by defendant

Commonwealth Edison Company. UPP was a subcontractor hired by Commonwealth Edison to complete installation of a decontamination flushing system in the Reactor 1 building. Plaintiff was working on the third-floor turbine deck receiving pipes brought in from the outside by UPP employees. While stored outside, the pipes became encrusted with snow and ice. Once inside, the pipes were raised from the ground floor to the third-floor turbine deck area by an overhead crane, which was operated by a Commonwealth Edison employee. Then, the pipe was taken from the crane, placed on a cart, and moved through the interlock hatch to the reactor building by UPP employees, including plaintiff. Snow and ice melted from the frozen pipes, forming puddles of water on the deck wherever the pipes were transported. Plaintiff was working in this manner all day prior to the accident.

As plaintiff and a co-worker were carrying a pipe, approximately 20 feet long and 10 inches in diameter, plaintiff slipped on water that was on the concrete floor. He fell backward, hitting his back on a pipe, and a floor spacer fell across his mid-section, causing injuries.

Previously, the appellate court upheld the trial court's summary judgment order for defendant regarding a Structural Work Act (Ill.Rev.Stat.1983, ch. 48, pars. 60 through 69). (*Choi v. Commonwealth Edison Co.* (1984), 129 Ill.App.3d 878, 85 Ill. Dec. 17, 473 N.E.2d 385.) In plaintiff's second amended complaint, he alleged that defendant was guilty of several negligent acts in its supervision of the construction work. Defendant filed a motion for summary judgment, arguing that under Illinois law, it had no duty to take precautions against natural accumulations of snow, ice or water that were tracked into a building. Defendant noted that the UPP foreman's deposition stated that he did not inform Edison of the condition because it was the duty of the contractor's own employees to clean up after themselves. Defendant pointed out that the snow came from pipes that plaintiff and his co-workers had brought in and carried to the area.

In response to defendant's motion for summary judgment, plaintiff argued that defendant owed him a duty to maintain a reasonably safe work place because it retained control over the construction work performed by UPP employees and could stop the work in progress for safety or other reasons. Plaintiff also argued that defendant breached that duty by failing to provide a reasonably safe workplace and by failing to stop work that was being performed in an unsafe manner. In addition, plaintiff contended that the melted snow and ice that caused the unsafe condition did not accumulate naturally, was not transported into the building by pedestrian traffic, and was caused by defendant's refusal to allow the pipes to be brought into the building and cleaned off before being transported to the work area. Plaintiff notes that the deposition of Commonwealth Edison's superintendent stated that Commonwealth Edison employees had the responsibility to clean snow and ice which came into the building, had the authority to stop work being performed in an unsafe manner, and regularly inspected the area.

Concluding that the facts were essentially undisputed, the trial court ordered summary judgment for defendant. The trial court stated that there was a common law duty of an occupier of land to exercise reasonable care for the safety of people lawfully on the premises, but that duty did not extend to a building owner being required to mop up water from an accumulation of snow, ice or water brought inside a building construction site. The trial court indicated that it would be an impossible burden placed on an owner of a building construction site to require following the independent contractor's employees around, mopping up every drip of water brought in from the outside. The trial court further ruled that Commonwealth Edison did not create the dangerous condition, but merely failed to clean up a mess which is common whenever building materials from the outside of a building are moved into a building.

The trial court analogized this case to *Lohan v. Walgreens Co.* (1986), 140 Ill. App.3d 171, 173, 94 Ill.Dec. 680, 488 N.E.2d 679, which ruled that a landowner has no duty to clean up snow, ice or water that is

tracked into a building from a natural accumulation on the outside. The trial court made no finding whether the accumulation inside the building was natural or unnatural, but did state that the water began as a natural accumulation of snow and ice on the pipes outside, and was brought into the building the same way as people tracking it on their feet. The trial court did not consider the expert's affidavit and deposition because it was not factually based. The expert did not actually examine the premises, the court noted, but merely looked at photographs.

After the trial court denied plaintiff's motion to reconsider, plaintiff appealed the summary judgment order. Plaintiff's argument emphasizes that Commonwealth Edison owed him a duty to maintain a safe workplace even though he was employed by an independent contractor hired by Commonwealth Edison. He asserts that the duty included mopping up water that accumulated on the building's floor when snow and ice from the pipes melted onto the floor, causing puddles of water. Plaintiff relies on cases holding that the landowner owes a duty to the employee of an independent contractor if the owner retains sufficient control over the contractor's work. *Claudy v. City of Sycamore* (1988), 170 Ill.App.3d 990, 120 Ill.Dec. 812, 524 N.E.2d 994; See *Haberer v. Village of Sauget* (1987), 158 Ill.App.3d 313, 110 Ill.Dec. 628, 511 N.E.2d 805; *Tsourmas v. Dineff* (1987), 161 Ill.App.3d 897, 113 Ill.Dec. 758, 515 N.E.2d 743; *Weber v. Northern Illinois Gas Co.* (1973), 10 Ill.App.3d 625, 295 N.E.2d 41; *Pasko v. Commonwealth Edison Co.* (1973), 14 Ill.App.3d 481, 302 N.E.2d 642. These cases state that the duty owed is to maintain a reasonably safe workplace.

Even if the water began as a natural accumulation on the outside, plaintiff asserts, Commonwealth Edison's intervening acts caused the water to be unnaturally accumulated on the inside of the building. In the alternative, plaintiff states, the condition was aggravated by Commonwealth Edison because it would not allow the pipes to be stored inside where the snow and ice could be safely removed after it melted. Furthermore, plaintiff argues, the pipes were brought in from the outside and loaded onto an overhead crane operated by a Commonwealth Edison employee. The overhead crane then took the pipes to the third floor of the building, where UPP employees transported the pipes through a tunnel into the reactor building. By the time the pipes reached the third floor, the snow and ice was melting, and water from the pipes was dripping on the floor. It is on that water that plaintiff fell and injured himself.

Defendant responds that the water was a natural accumulation tracked in from the outside by UPP employees, including plaintiff. It asserts that this situation should be treated the same as a natural accumulation tracked in from the outside by pedestrian traffic, thus creating no duty by the landowner.

Defendant relies on two types of cases: those concerning natural accumulations of snow, ice or water outdoors and those concerning snow, ice or water tracked into a building from the outside, whether tracked in by pedestrians' shoes, coats or umbrellas. In *Lohan*, 140 Ill.App.3d at 172, 94 Ill.Dec. 680, 488 N.E.2d 679, the plaintiff slipped and fell on water that had been tracked from the outside into the common hallway of the defendants' stores. The appellate court ruled that the owners did not have a duty to continuously remove the tracks left by customers who had walked through the natural accumulations of snow or water outside, tracking them inside. Even if the owner has knowledge that the accumulation caused a dangerous condition, the court stated, there is no duty if the accumulation is natural. (*Lohan*, 140 Ill.App.3d at 173, 94 Ill.Dec. 680, 488 N.E.2d 679.) See also *Handy v. Sears, Roebuck & Co.* (1989), 182 Ill.App.3d 969, 131 Ill.Dec. 471, 538 N.E.2d 846 (summary judgment in favor of defendant store affirmed where plaintiff slipped and fell on water located within store); *Shoemaker v. Rush–Presbyterian–St. Luke's Medical Center* (1989), 187 Ill.App.3d 1040, 135 Ill.Dec. 446, 543 N.E.2d 1014 (hospital had no duty to clean up natural accumulation of water tracked into hospital on pedestrians' coats and umbrellas); *Serritos v. Chicago Transit Authority* (1987), 153 Ill.App.3d 265, 106 Ill.Dec. 243, 505 N.E.2d 1034 (city transit authority had no duty where plain-

tiff fell on snow and slush covered steps of bus owned and operated by defendant).

[1, 2] The purpose of summary judgment is to determine whether a triable issue of fact exists. (*Haberer*, 158 Ill.App.3d at 316, 110 Ill.Dec. 628, 511 N.E.2d 805.) It may be granted if the pleadings, exhibits, affidavits, and depositions on file establish that there is no genuine issue of material fact, and that the moving party is entitled to judgment as a matter of law. (Ill.Rev. Stat.1985, ch. 110, par. 2–1005(c); *Branson v. R & L Investment, Inc.* (1990), 196 Ill. App.3d 1088, 1090, 143 Ill.Dec. 689, 554 N.E.2d 624.) Although the plaintiff does not have to try his case, he must provide a factual basis which would arguably entitle him to judgment. (*Handy*, 182 Ill.App.3d at 972, 131 Ill.Dec. 471, 538 N.E.2d 846.) The determination that summary judgment is appropriate will not be reversed absent an abuse of the trial court's discretion such that the plaintiff's right to fundamental justice is violated. *Breeze v. Payne* (1989), 181 Ill.App.3d 720, 727, 130 Ill.Dec. 386, 537 N.E.2d 453.

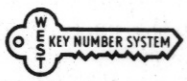
[3–5] Commonwealth Edison owed plaintiff the duty to maintain a reasonably safe workplace, but it did not extend to taking precautions against water tracked inside from a natural accumulation outside. Duty is determined by considering a number of factors: the foreseeability of harm (*Breeze*, 181 Ill.App.3d at 727, 130 Ill.Dec. 386, 537 N.E.2d 453), the likelihood of the injury, the magnitude of the burden of guarding against it, the consequences of placing that burden on the defendant, public policy, and social considerations. *Dealers Service & Supply Co. v. St. Louis National Stock.* (1987), 155 Ill.App.3d 1075, 1080, 108 Ill.Dec. 664, 508 N.E.2d 1241.

[6, 7] In Illinois, a landowner owes no duty where a natural accumulation of snow, ice or water exists on the outside or is tracked into a building by pedestrian traffic. (*Lohan*, 140 Ill.App.3d at 172, 94 Ill.Dec. 680, 488 N.E.2d 679.) However, a property owner does have a duty and may be liable where the injuries are a result of an unnatural or artificial accumulation, or a natural condition aggravated by the owner's use of the area and creation of the condition. (*Handy v. Sears, Roebuck & Co.* (1989), 182 Ill.App.3d 969, 971, 131 Ill. Dec. 471, 538 N.E.2d 846.) To establish a duty, the plaintiff must make an affirmative showing of an unnatural accumulation or an aggravation of a natural condition before recovery will be allowed. (*McCann v. Bethesda Hospital* (1979), 80 Ill.App.3d 544, 549, 35 Ill.Dec. 879, 400 N.E.2d 16.) Plaintiff made no such showing in this case.

[8] Therefore, summary judgment for defendant was proper. The water in the nuclear power plant was a continuation of a natural accumulation. There was no evidence presented that Commonwealth Edison did anything to aggravate the condition. To require an owner of a construction site to follow workmen around and immediately clean up any melting snow, ice or water that had been brought in from the outside would be too high a burden.

Affirmed.

WHITE and GREIMAN, JJ., concur.



217 Ill.App.3d 958
578 N.E.2d 37

FISTER/WARREN, successor in interest to Charles L. Fister and Associates, Inc., a corporation; Charles L. Fister and Robert J. Warren, Plaintiffs–Appellants/Counter–Defendants–Appellees,

v.

BASINS, INC., a Wyoming corporation, and Georgia Marble Company, a Georgia corporation, Defendants–Appellees/Counter–Plaintiffs–Appellants.

Nos. 1–90–2260, 1–90–2882.

Appellate Court of Illinois,
First District, Sixth Division.

July 12, 1991.

Rehearing Denied Aug. 30, 1991.

Stock sellers brought action against buyer of corporation and corporation, seek-

COPY FILED
MAY 15 2012
KATHERINE 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
11 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
____ 20____, AT ____ AM PM
FAILURE TO APPEAR MAY RESULT IN THE CASE
BEING DISMISSED OR AN ORDER OF
DEFAULT BEING ENTERED.

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 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.

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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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.

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.

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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
IN THE CIRCUIT COURT OF THE 22ND 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

CROSS-CLAIM FOR CONTRIBUTION AGAINTS 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, 2011in 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

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 22ND 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

CROSS-CLAIM FOR CONTRIBUTION AGAINTS 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:

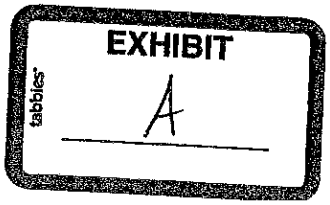
1. Plaintiff PAUL DULBERG has filed a two-count complaint against Defendants David Gagnon, Bill McGuire and Carolyn McGuire seeking damages for injuries he attributes to a chainsaw incident that purportedly occurred on June 28, 2011in the County of McHenry, State of Illinois.

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

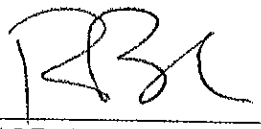
Illinois recognizes the right of contribution among joint tortfeasors.

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)

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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

ADDRESS:

Primary
P.O. Box 308
418 Galena Road
Philipsburg, MT 59858-0308

Secondary
2066 Girls Ranch Road
Camp Hill, AL 36850

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

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 Weyerhauser 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

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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1 Major professor.
2 Major professor during graduate studies of first author.

of permanent plots. Ph.D. Dissertation, State University of New York, College of Environmental Science and Forestry, Syracuse, NY, 438 pp.

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Lanford, B.L. and G.F. Haver. 1972. Production Tables Study Volume IV: Analysis of

production study data. Am. Pulpwood Assoc. - Harv. Res. Proj., Atlanta, GA.

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Lanford, B.L. and R.D. Russell. 1974. Load pricing based on multiple product content.

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Lanford, B.L. and D.L. Sirois. 1981. Time and production studies of feller-buncher state-of-the-art. Final report USFS 19-281.

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Lanford, B.L. and B.J. Stokes. 1982. Biologically based thinning systems: State-of-theart. in proc., TAPPI Research and Development Conference, Asheville, NC, p. 281-286.

Lanford, B.L. and B.J. Stokes. 1984. Performance of Timbco Hydro-Buncher on steep terrain. in proc., Mountain Logging Symposium, Morgantown, WV, p. 282-291.

Lanford, B.L. and B.J. Stokes. 1985. Techniques for silvicultural thinning. Proc. Thinning southern pine plantations workshop. For. Ind. Training and Ed. Council, p. 65-70.

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Lanford, B.L. and B.J. Stokes. 1995. Cost/productivity comparison of two thinning systems. Am. Pulpwood Assoc., Tech. Rlse. 95-R-10.

Lanford, B.L. and B.J. Warren. 1982. Unique thinning workshop. Am. Pulpwood Assoc., Tech. Rlse. 82-R-103, Washington, DC.

Lanford, B.L., T. Cunia and G.F. Haver. 1972. Handbook of production tables. Am.Pulpwood Assoc. - Harv. Res. Proj., Atlanta, GA.

Lanford, B.L., B.J. Stokes and M. Sommerville. 1985. Thinning with the John Deere 743A: A case study. AL Agric. Expt. Sta., Bull. 573, 8 pp.

Lanford, B.L., J.H. Wilhoit, and D.T. Curtin. 1991. Forwarder system development for non-industrial private forest (NIPF) applications. Am. Soc. Agric. Engr. 1991 Winter Meeting, Pap 91-7509, Chicago, IL, 19 pp.

Lanford, B.L., W.D. Greene, R.A. Tufts and J.A. Burrows. 1985. Planning cost control: Computers can help. Timber Harvesting 33(8):26-30.

McMullin, W., B.L. Lanford, T. Cunia and G.F. Haver. 1972. Production Tables Study Volume III: Documentation of edit and classification programs. Am. Pulpwood Assoc.- Harv. Res. Proj., Atlanta, GA.

Rummer, R.B. and B.L. Lanford. 1987. Spreadsheet analysis of harvesting systems. USDA Forest Serv. Expt. Sta., Res. Note SO-337, 4 pp.

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. [2]
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. [2]

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. [2]

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. [2]

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. [2]

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. [2]

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. [2]

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. [2]

Stokes, B.J. and B.L. Lanford. 1983. Timbco feller-buncher visits the South. Am.

Pulpwood Assoc., Tech. Rlse. 83-R-91.

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Stokes, B.J. and B.L. Lanford. 1986. Production and costs of manual delimbing, bucking and piling in thinnings. USDA Forest Serv., South. Forest Expt. Sta., Res. Pap.SO-223, 8 pp. [2]

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.

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CURRICULUM VITAE

NAME: **CRAIG STUART PHILLIPS**

ADDRESS (WORK):

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2401 Ravine Way,
Glenview, Illinois,
60025
Telephone: (847) 998-5680
Fax: (847) 564-6365
e-mail: handphillips@hotmail.com

EDUCATION:

Graduate: 1984-1989	University of the Witwatersrand, 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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STATE COUNSEL

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. **PhillipsCS**, Falender R and Mass D. Ulnar flexor tendon synovial sheath anatomy: A macroscopic study. Journal of Hand Surgery 20A:636-641, 1995.

2. **PhillipsC** 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. **PhillipsCS** 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, **PhillipsCS** 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, **PhillipsCS** 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, **PhillipsCS**, 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, **PhillipsCS**, Wetzel FT and Gelinas C. Occipito-cervical neutral position - Surgical implications. Spine 24:775-778, 1999.

8. **Phillips CS**, 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. **Phillips CS**, Nenadovich N. A contemporary approach to osteoporotic wrist fractures in the elderly. Advances in Osteoporotic Fracture Management. Quarterly review, October 2002

10. **Phillips CS**, 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, **Phillips CS**, 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, **Phillips CS**. Anatomy of the Coronoid Process. Journal of Hand Surgery 31A, 1272-1278, 2006

PUBLICATIONS (Under review):

1. Dunlap BJ, Benson LS, **Phillips CS**, 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, **Phillips CS**.

3. **Phillips CS** 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, **Phillips CS** 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, **Phillips CS**, 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. **Phillips CS**, Swanson A, Heminger H, and Mass D. Efficiency of reconstructed flexor tendons in cadaver hands. *Submitted to Journal of Hand Surgery.*

7. **Phillips CS**, 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, **Phillips CS**. *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, **Phillips CS** and Mass D.

3. The anatomy of the thumb flexor pulley system; the forth pulley. Cunningham B, **Phillips CS**, 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**, Gelinas 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 EDITORED:

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 o fthe 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 Sulfur 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**, Gelinas 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. **PhillipsCS**, 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. **PhillipsCS**, 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. **PhillipsCS**, 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
21st 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
21st 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
23rd 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
23rd 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
25th 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
25th 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. **Phillips CS**, 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
48th 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 fox 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.
12th Annual Chicago Trauma Symposium,
Chicago, IL
August 2010

33: Radial head Injuries: Replace or excise?
12th 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 21st 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.
Merriville, 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,
12th Annual Chicago Trauma Symposium,
Chicago, Illinois,
August, 2010

27: Faculty
Co-Moderator Hand Session
Mid-America Orthopaedic Association
29th 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 4th, 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 - DeoVolente Orthopaedics
   Wrist fracture fixation - Design Team
   2006-2009

2. DVO - DeoVolente Orthopaedics:
   Surgery Advisory Board
   2006-2009

3. Tornier Orthopaedics
   Surgical Advisory Board
   Hand, wrist, elbow
   October 2007 - present

4. MicroAire Surgical Instruments
   Consultant
   2008- present

5. Auxilium Pharmaceuticals INC.
   Consultant
   2009 - present

Dulberg

KAREN FAITH LEVIN, M.D.

CURRICULUM VITAE

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

Levin
EXHIBIT NO. 1

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 22ND 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

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)

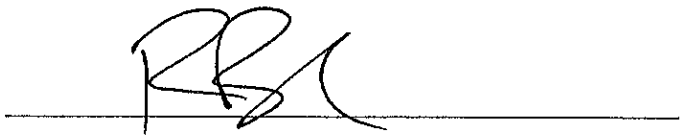
Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

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 22ND 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

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)

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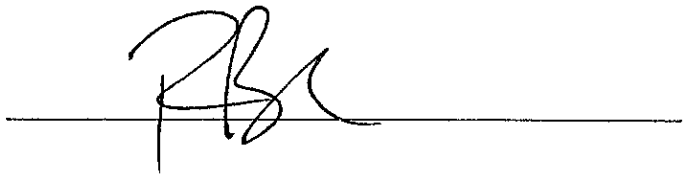
Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

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 M C H E N R Y)

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT, MCHENRY COUNTY, ILLINOIS

PAUL DULBERG, Plaintiff,	)	
VS.	)	Case 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

APIWAT FORD, DO

November 20, 2013

Reported by:
Margaret Maggie Orton, CSR, RPR
VAHL REPORTING SERVICE, LTD
(847) 244-4117
11 N. Skokie Highway, Suite 301
Lake Bluff, Illinois 60044
and
53 W. Jackson Boulevard, Suite 656

The subpoenaed deposition of APIWAT FORD, DO, taken before Margaret Maggie

Orton, CSR, RPR, on November 20, 2013, at the hour of 10:03 o'clock a.m., at 4209 West Medical Center Drive, McHenry, Illinois.

APPEARANCES:

MR. HANS A. MAST, of the Law Offices of
THOMAS J. POPOVICH
3416 West Elm Street
McHenry, Illinois 60050

appeared on behalf of plaintiff;

MR. PERRY A. ACCARDO, of the Law Offices of
STEVEN A. LIHOSIT
200 North LaSalle Street
Chicago, Illinois 60601

appeared on behalf of defendant
David A. Gagnon;

MR. RONALD A. BARCH, of the Law Offices of
CICERO & FRANCE
6323 East Riverside Boulevard
Rockford, Illinois 61114

appeared on behalf of the Defendants
Caroline McGuire and Bill McGuire.

I N D E X

PAGE

WITNESS: APIWAT FORD, DO

EXAMINATION

BY: MR. ACCARDO 4

EXAMINATION

BY: MR. MAST 28

EXAMINATION

BY: MR. BARCH 33

E X H I B I T S

NONE MARKED

(Witness sworn.)

APIWAT FORD, DO,

called as a witness, having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY: MR. ACCARDO

Q. Now, Doctor, could you please state your name and spell it for the court reporter?

A. Yes, my first name is Apiwat, A P I W A T. Last name is Ford, F O R D.

MR. ACCARDO: Let the record reflect this is the discovery deposition of Dr. Apiwat Ford taken pursuant to subpoena, taken in accordance with the rules of the Circuit Court of McHenry County, the Rules of the Supreme Court of the State of Illinois, and any other applicable local court rules.

BY MR. ACCARDO:

Q. Good morning, Dr. Ford. My name is Perry Accardo, and I'm going to be asking you some questions today about a patient that you saw in the emergency room back in June of 2011, okay?

A. Okay.

Q. All right. Have you given a deposition before?

A. Yes, I have.

Q. All right. And you're familiar with the ground rules governing depositions then?

A. Yes.

Q. All right. Great. You are a medical doctor; is that correct?

A. Correct.

Q. And you're licensed to practice medicine in Illinois?

A. Yes.

Q. What type of doctor are you? Do you have a specialty?

A. Yes, I'm emergency medicine doctor.

Q. Okay. And where are you

currently employed?

A. At Centegra Hospitals.

Q. Okay.

A. Centegra Healthcare; they're two hospitals.

Q. All right. And back in --

(After a brief interruption, the deposition resumed as follows:)

BY MR. ACCARDO:

Q. And you said that there's -- you said that there's two hospitals in the system?

A. Yes.

Q. And what are those two hospitals?

A. Centegra McHenry and Centegra Woodstock.

Q. All right. And today we're at Centegra --

A. McHenry.

Q. -- McHenry, right?

A. Yes.

Q. Okay. Now, back in June of 2011, you were employed for Cen- -- you were employed with Centegra?

A. Yes.

Q. Okay. And also as an emergency room doctor?

A. Correct.

Q. All right. Could you just sort of briefly describe to me what an emergency room doctor specializes -- what the specialty is comprised of?

A. Well, we work in the emergency department and take care of all sorts of patients that come through the ER.

Q. Okay.

A. You know, injury, fever, cough. I mean, it's like all encompassing, kind of like the jack-of-all-trade type of thing.

Q. I got you. Back in June -- actually June 28th of 2011, you were working in the emergency room?

A. Yes.

Q. Okay. And which hospital was

that at? Was that at the McHenry location?

A. Is in McHenry location.

Q. Okay. And you had an occasion to see an individual who came into the emergency room by the name of Paul Dulberg; is that correct?

A. Yes.

Q. Do you have any independent recollection whatsoever of Mr. Dulberg or his injury?

A. I do not.

Q. Okay. That's fine. You do have your chart here today from the emergency room; is that correct?

A. Yes.

Q. And does that comprise your entire chart for the emergency room care that Mr. Dulberg received?

A. Yes.

Q. All right. Would it help you to -- when you're testifying to refer to your chart?

A. Yes.

Q. All right.

A. It will be a big help.

Q. Please feel free to do that. All right. So Mr. Dulberg came into the emergency room. Now, initially what is the procedure when one comes into the emergency room? Are they examined by a nurse initially, and at some point they see a doctor? How does that all work?

A. Yes, usually when they come through the emergency department, they're first seen by the triage nurses out in the receiving area, and then the nurse go over the vital signs and the complaints and everything and then kind of set they criteria whether this is -- like how serious this situation is level. If it's like a -- They give a ranking number like 1 to 5, if it's real critical, not as critical or, you know, that type of thing, and then the patient will be put on the computer and will come through the ED, you know, the -- by the priority of the severity of the illnesses.

Q. Okay. And that initial

assessment is made by the triage nurse?

A. Triage nurses, yes.

Q. All right. Now, in looking at -- Well, actually let me ask you this: When the triage nurse does the initial examination and I guess, for lack of a better term, intake, do they make their own notes and fill out their own part of the chart?

A. They do, yes.

Q. All right. Now, in your chart, what part of it is filled out or completed by the triage nurse? Because I have a couple of different things, I have the emergency admission assessment and then I have the emergency physician record.

A. Okay.

Q. I just want to know who did what.

A. This is -- This part right here we'll put together that -- this part (Indicating). You see the ...

Q. The emergency admission assessment?

A. Yes. Yeah, assessment, yeah, that was done by the triage nurse.

Q. Okay. And that -- it looks like it consists of three pages?

A. Yes, that is what it looks like.

Q. All right. Okay. And that's done initially upon presentation then?

A. Correct.

Q. Okay. In this particular case what did the triage nurse indicate as far as vital signs?

A. The vital signs?

Q. Yeah.

A. Appear to be stable.

Q. Okay. And what was the reason that Mr. Dulberg was in the emergency room that day?

A. It says the -- states the chain saw versus the right arm.

Q. All right.

A. 15 minutes ago at home.

Q. And it also indicates --

A. He was feeling light-headed.

Q. Okay. Going on to the second page then, there's under admission assessment. Is there any indication that Mr. Dulberg was complaining of pain at that time? I'm looking up at the top?

A. On the top, yes.

Q. Yeah.

A. Yes.

Q. Okay. And he rated the pain as a 9 to 10 on a scale of --

A. 9 out -- 9 out of 1 through 10, yes.

Pain = 9/10

Q. All right. Was there -- Then does the triage nurse perform just a general physical examination at that point?

A. Yes.

Q. Okay. What were the results of that general physical examination?

A. He was oriented times three, conscious, alert. The cardiovascular, it is pink and warm, the skin, and then his radial pulse in both arms are present, and he has good capillary refill, lung sounds are good, and there's no other problem with

ENT. Everything seemed to be okay except for the -- Besides the complaint of the arm, the other assessment is good, I think.

Q. Okay. And it looks like he was, at least under the handwritten notes there down at the bottom of the second page --

A. Right.

Q. -- he was accompanied by somebody?

A. Coworker.

accompanied by coworker?

Q. Okay. The patient was initially sent out for an X-ray?

A. Yes.

Q. Okay. Was that X-ray done, as far as you know?

A. I think it was done.

Yes. It was done, yes.

Q. Okay. And --

A. And then I did look at it. I have my notes on the X-rays, yeah.

Q. And what were the results of that X-ray?

A. It just says there's no

fracture and no malalignment of the bone.

X-Ray R arm is normal

Q. Okay. Did it -- Did it show the laceration to the right forearm?

A. The X-ray?

Q. Yeah. Would that -- Would that show up at all on that?

A. Sometime it can show up, but I don't recall. I mean, if it's not a real -- like it doesn't gape open, it doesn't necessarily show up on the X-ray.

Q. Okay.

A. It doesn't --

MR. MAST: Soft tissue. It doesn't show the soft tissue.

THE WITNESS: Yeah, it doesn't show the soft tissue.

MR. MAST: That's the X-ray report.

BY MR. ACCARDO:

Q. Does that mention anything about the laceration?

A. There's a deep -- Yeah, there's -- There's a deep soft tissue laceration along the ventral surface of the

deep soft tissue laceration along ventral surface of mid-forearm

mid forearm.

Q. And would that be more of the inner side of the right forearm?

A. Yes. It's on the -- yeah, on the inner side. We refer to that as ventral surface of forearm belly; this is what it refers to.

Q. Okay. And it indicates in there that it was a deep laceration?

A. Yes.

Q. Is there a general classification of -- I mean, how do you rank lacerations and in terms of severity? I mean, is there some kind of standardized language for that, whether they be --

A. No.

Q. -- minor?

A. It just des- -- Well, it just describe the depth. You know, usually when we see, we have to go like does it go down deep to the muscle, to the bone? We just describe what we see.

Q. Okay. I guess jumping ahead a little bit, when you saw Mr. Dulberg, you

ventral surface = inner side

examined him; is that correct?

A. Yes.

Q. Was there any -- any type of measurement or anything like that made as far as what the depth of the laceration was? I mean, how --

A. The depth of the laceration?

Q. How far down it actually went down?

A. Let me see. You really can't -- You know, you can't really measure the depth. You can just tell like how deep it goes to. You can't -- Measurement like by the ruler, is that what you mean by that?

Q. No. Even -- Even just visual --

A. Like a visual.

Q. Right.

A. Yeah, usually I would say.

MR. MAST: You have the length. I don't know about the --

BY THE WITNESS:

A. They have the length. They

didn't have -- Oh, I have on my description on the laceration page.

Q. Yes.

A. Under laceration I put down it was -- the wound is irregular shape and it went down to the muscle level. That's what I have down there.

wound = irregular shaped down to muscle

Q. Okay. Would you consider that to be a deep laceration, something --

A. It's --

Q. Something more than superficial, I would imagine?

A. More than superficial, yes.

Q. Okay. Would you consider that to be a deep laceration?

A. It's -- It's deeper than superficial. That's how I, you know ...

Q. Okay.

A. I just describe it as it went down to the muscle level. I mean, that's, yeah, deeper than superficial for sure.

Q. Okay. What would be then below the muscle level had it gone down lower?

A. Had it gone down lower? Blood

vessels, bone, nerves.

Q. Okay. In your examination of Mr. Dulberg, was there any evidence or any indication of any nerve injury resulting from this laceration and looking at the results of your examination?

A. I have here he -- You know, in my note it says numbness on the right fifth finger, but on my note it says neuro exam is intact.

numbness 5th finger
neuro intact?

Q. Those appear to be in conflict a little bit or at least don't correspond?

A. Yeah. Maybe a little bit of conflict. Numbness the fifth finger. I didn't really go down -- I didn't -- When I examined, I didn't really go to the detail of the fifth finger; I just did the -- around the, you know, the wound and then I checked the function of all the -- the function of all the muscles and the tendons appear to be intact.

Q. Okay. So he had -- he had full use of --

A. Yeah, all the tendon

Q. -- his arm and his hand?

A. Yes.

Q. And his fingers?

A. Definitely.

Q. Would that indication of the numbness in the right fifth finger, would that have been the result of a complaint that Mr. Dulberg would have made or something that he would have vocalized to you?

A. He did, yeah, because I have it noted. I put it on the side of my chart that numbness in the right fifth finger.

Q. Is there any type of exam or test that you would have run during the course of your examination to test or at least to correlate that complaint of numbness in the right fifth finger, any type of sensation test or anything like that?

A. Yeah, usually just -- I just do the touch, you know, like touch the finger and everything and see if it's really intact and he can feel me touching the

fingers. That's what I usually do, yeah. That's the complaint and that's the examination.

Q. Yeah.

A. I usually touch the fingers, I mean, to see -- to indicate whether he can feel; that's what I usually do.

Q. And in this particular case the results of that test or examination would have been normal?

A. It appear to be normal. I put down sensation intact in my note.

Q. Okay. What was done to repair the laceration?

A. To repair the laceration? Well, I have in my note that the wound was contaminated so I gave him the long-acting anesthetic Marcaine.

Q. When you say contaminated, what does that mean?

A. Usually means there's some dirt in it. Some, you know -- Usually just mean the dirt. It's not -- The wound is not clean, yeah. Let's say, yeah, that's just

mean the wound wasn't clean.

Q. Would it be cleaned out or irrigated or something like that then?

A. Oh, definitely, yeah.

Q. Okay.

A. That's one of the things we do is to really irrigate a wound copiously. He was given -- He was irrigated with -- Well, he was cleaned with Shur-Clens, which is a cleansing agent, antibacterial agent, and he was irrigated with saline, the sterile saline that we use to care for the wound care.

wound irrigated

Q. And then what else was done? Was he stitched up, or ...

A. Yes, he was stitched up. There was -- He had a little wound debridement, meaning that the wound -- I have in my note the wound was irregular, you know, the wound was very irregular. It was cut by the chain saw so I had to do some -- debriding means skin trimming because it's so jagged so I did some of that to trim the wound edges.

little wound debridement (trimming of skin) b/c irregular

Q. Would that have been like around the outside more on the -- more on the skin level?

A. Yeah, more on the skin on the outside. That's what I -- That's what I have in my note. And then -- So I did the two-layer closure. I did with the -- one of them is absorbable suture called Vicryl suture, and I did that. I put in three stitches under the skin, and then I put in four stitches with the Prolene suture on the outside.

2 layer Closure

3 stitches under the skin & 4 on outside

Q. Are those sutures or stitches that would have needed to have been removed at some point in the future, or would they be the absorbing kind?

A. No, the one on the outside, the one that's called Prolene, they need to be removed, but the one called Vicryl on the inside, those were absorbable.

Q. And you said there were 11 stitches on the outside?

11 stitches outside?

A. On the outside.

Q. And three on the inside?

A. Three on the inside, yes.

Q. Now, I just wanted to clarify. Under length -- Under wound description, length is 8 centimeters; is that correct?

A. Yes.

Q. In terms of inches, how much is -- I mean, I can do the conversion, but ...

A. The math?

Q. Yeah.

A. Well, it's 2.5 centimeter makes up one inch so it's 2.5 ...

MR. MAST: Three and a half inches?

BY THE WITNESS:

A. Three and a half, yeah.

wound = 3½ inches long

Q. Was Mr. Dulberg given any pain medication in the emergency room?

A. I gave him a numbing medication, the local anesthetic, which -- yeah, I gave it to him, the Marcaine; that's a local anesthetic.

Q. Okay. And that would have been for pain relief on the site as well as for

when you did the suturing?

A. The suturing, yes.

Q. Okay. As far as discharge instructions, what were his instructions on discharge?

A. The usual thing we give is like the wound care instruction and we would give the suture removal in how many days. The standard is, like, ten days. And then we usually give the instruction if the wound appears to be infected. Like if it's, you know, it's red and swollen, pus coming out, the patients usually are instructed to come back to ED for reexamination. Yeah, that's what -- that's what we usually do.

Q. Okay. As far as any prescriptions for any pain medication, anti-inflammatories, anything like that?

A. I don't remember what I gave him. It doesn't say -- Usually I give the prescription and the nurse would write down on the discharge paper, that's what I usually do. But in this situation, I

normally would give him -- because of the severity of the injury, the deep wound and all, I usually give antibiotic because the wound is contaminated. I'm really not sure; I didn't have it -- I don't know, I didn't write it down but usually the nurse will write down what medications were given to patients.

Q. I think -- Let me pull --

A. Do you see one in there?

Q. Yeah, let me pull the discharge instructions. This is what I have.

Does that mention some medications?

A. Oh, yeah, so I gave him some pain medication, and I gave him, yeah, the antibiotic. Yes, that's usually what we would do in this situation, yeah.

given pain meds & an antibiotic

Q. Okay. And there's no indication that Mr. Dulberg came back to the emergency room with any of the complaints related to infection or anything like that?

A. Not -- I didn't see him again

so I never heard from him again, so I don't know. I don't think so.

Q. Okay. I also -- it looks like I have some type of restriction or release form. Does that look familiar to you?

A. I don't remember but this is a form like this. Yeah, we have this kind of form, like restriction -- work restriction form.

Q. Does it look like that that's something that you filled out? Is that -- Is that your handwriting or would that have been somebody else who had filled it out?

A. That's done by the nurse.

Q. Okay. Under -- Under your supervision --

A. Yes.

Q. -- or under your orders?

A. Yeah. Well, usually they would ask, you know, to give him so I said yeah, go ahead, give it because of the ...

Q. Okay. And it looks like he was taken off of work for two days?

A. Two days, according to that

Taken off work x2 days

note.

Q. All right. Any particular reason why he would have been taken off of work for two days? Just because of the fact that he did have a laceration?

A. Yeah, because of the injury because like -- and also I forgot exactly, a lot of time I would talk to the patient like what type of work he does, if it involved using the arm, the lifting and all that, so I would, you know, give him the time of so it wouldn't be aggravating the injury site; that's -- I usually do that.

Q. Okay. Is there -- I didn't see myself in the notes, is there any indication or do you have any independent recollection of what Mr. Dulberg may have told you about what he did for a living that would have prompted the two days off of work?

A. No, he did not tell me. I mean, I don't have a, you know, recollection of what.

Q. Okay. Given the nature of his

injury and the care that you gave him, is the two days off of work pretty standard? I mean --

A. Yes.

Q. -- that's not unusual.

A. Yeah, it's not unusual. And what happened is like the patient, a lot of time they have their own doctor, you know, so we'll give two days off work and then if they need more, they are encouraged to follow up with a doctor and then, you know, if they need more days to be off work, they can get that extension from the doctor.

Q. Okay.

MR. ACCARDO: All right. I don't think I have anything else. Thank you, Doctor.

EXAMINATION

BY: MR. MAST

Q. I don't know if you put it in the notes because I haven't read the discharge, but was he told or was it just

expected that he would follow up with his own doctor if he had any other issues or to get the stitches removed, things like that?

A. The procedure, he can follow up with his own doctors or come back to the ED if he needed to.

Q. It was left up to him then?

A. Left up to him, yes.

Q. Okay. All right. You didn't -- I mean, the -- I thought you said the numbness, he had a complaint of some numbness in the finger?

A. Yes.

Q. Okay. You did an examination and didn't -- The exam -- Were you able to discount the numbness or you just weren't able to find the reason for the numbness or what was the exam and how did that relate to his complaint?

A. I can only go by my exam, and it says the neuro exam is intact, you know.

Q. But does that -- When you say it's intact, does that mean he didn't have

the numbness or there wasn't really anything at that point going on to be a serious issue that needs to be followed up on?

A. I didn't think it was serious, and another thing is when somebody has a laceration, there's a possibility that the nerve would have been, you know, cut too, you know, and if there's like a tiny little nerve, you really can't repair those, you know, and then a lot of time the numbness, patient will regain that back.

Q. Okay.

A. People come in and complain like that and we do the exam and it's intact and then we just have to see because everybody that has a cut can't go to microsurgery to get the nerve.

Q. Right.

A. You know, a lot of time this function will come back.

Q. All right. And that's what I'm trying to understand.

A. Yeah.

Q. Is he had numbness. You did the exam and there wasn't anything significant on the exam?

A. No, nothing significant.

Q. So that's all you could do at that point and hopefully later on it resolves, right?

A. Yes.

Q. You're not saying your exam discounted the fact that he had the numbness? You accept the fact he might have had numbness, correct?

A. Yes.

Q. Okay. The exam doesn't discount the fact that he had numbness, it just discounts the severity of any issue that's ongoing at that point?

A. Yes.

Q. Were you able in your exam at all to negate or discount any nerve involvement, or is that left up to later on other doctors?

A. I can't negate a nerve involvement.

Q. Okay. That's up to other doctors then?

A. Yes.

Q. Because you didn't see him since?

A. No.

Q. So whether there was any nerve or even some significant muscle involvement, you're not here to say that it was or it wasn't; that's up to somebody else later on down the road?

A. The muscle part, I mean I can only go by my note. There's some muscle involvement. I don't know. I don't have an independent recollection of you know.

Q. Right. How much the muscle got involved, is that what you're saying?

A. Yeah, I can't.

Q. Okay. That's what I'm saying though, to the extent of the muscle involvement or whether there was any nerve issue later on, that is something you're not able to say yes or no about; that's something that other doctors that have seen

Can't say whether any nerve or muscle involvement b/c that would be up to adhe that told him later

him since would have to talk about; is that correct?

A. Yes.

Q. Okay.

MR. MAST: That's all I have.

MR. BARCH: I have a couple questions, follow-up.

THE WITNESS: Yes.

EXAMINATION

BY: MR. BARCH

Q. If I understood your earlier testimony, the wound -- the laceration that you -- did reach the muscle but it didn't get deep enough to catch like, for instance, the ulnar nerve itself?

A. I don't think so.

Q. Okay. But there are smaller nerves that come off the ulnar nerve which innervate the muscles and also out to the skin for sensation; those might have been cut?

A. Possible, yes.

DN think ulnar nerve cut

Maybe smaller nerves that come off ulnar nerve may have been cut

Q. Okay. But you didn't test that to know for sure?

A. No.

Q. Okay.

MR. BARCH: That's all I have. Thank you.

MR. MAST: All right. Thank you, Doctor.

THE WITNESS: Thank you so much.

MR. ACCARDO: Signature? Would you like to waive it, reserve it? Do I need to explain it?

THE WITNESS: Yeah, would you explain it to me?

MR. ACCARDO: If you -- If you waive it, it basically means that you're trusting that the court reporter took everything down accurately. If you reserve it, you have the right to read the transcript before it's actually finalized. You have to sign off on it and when you read it, you can make any --

THE WITNESS: Amendment?

MR. ACCARDO: -- corrections for

typographical errors.

THE WITNESS: Okay.

MR. ACCARDO: Things like that. You can't change your answers, but you can look for typographical errors and things like that. So it's up to you. I'll tell you that probably 99 percent of doctors usually waive their signatures.

THE WITNESS: I can waive it.

MR. ACCARDO: All right. We'll show signature waived then.

THE WITNESS: Okay.

MR. ACCARDO: All right. Thank you, Doctor.

THE WITNESS: Thank you so much.

STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, Margaret Maggie Orton, CSR, Certified Shorthand Reporter, and RPR, Registered Professional Reporter, do hereby certify that APIWAT FORD, DO, on November 20, 2013 was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth, and that the above deposition was recorded stenographically by me and transcribed by me.

I FURTHER CERTIFY that the foregoing transcript of said deposition is a true, correct, and complete transcript of the testimony given by the said witness at the time and place specified.

I FURTHER CERTIFY that I am not a relative or employee or attorney or

employee of such attorney or counsel, or financially interested directly or indirectly in this action.

IN WITNESS WHEREOF, I have set my hand.

_____

Margaret Maggie Orton
Certified Shorthand Reporter
Certificate No. 84-004046

STATE OF ILLINOIS)
) SS:
COUNTY OF MCHENRY)

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL DISTRICT, 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 000178

The discovery deposition of MARCUS G. TALERICO, M.D., taken under oath on October 16, 2013, at the hour of 1:00 p.m., at Mid America Orthopaedics, 1419 Peterson Road, Libertyville, Illinois, pursuant to the Rules of the Supreme Court of Illinois and the Code of Civil Procedure, before Terri A. Clark, CSR License No. 084-001957, a notary public in and for the County of Lake and the State of Illinois.

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- - - - -

I N D E X

WITNESS:

MARCUS G. TALERICO, M.D.

EXAMINATION	PAGE
BY MR. ACCARDO	4-21

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Exhibit 1 (Curriculum Vitae)	5

(Deposition start time 01:11.)

(Whereupon, the witness was administered an oath.)

MR. ACCARDO: Doctor, could you please state your name and spell it for the court reporter.

THE WITNESS: Marcus Talerico, M-a-r-c-u-s, T-a-l-e-r-i-c-o.

MR. ACCARDO: Let the record reflect this is the discovery deposition of Dr. Marcus Talerico taken pursuant to notice, taken in accordance with the rules of the Circuit Court of McHenry County, the rules of the Supreme Court of the State of Illinois, and any other applicable local court rules.

MARCUS G. TALERICO, M.D., having been first administered an oath, was examined and testified further as follows:

EXAMINATION

BY MR. ACCARDO:

Q. Good afternoon, Doctor, my name is Perry Accardo and I'm going to be asking you some questions today about a former patient

of yours by the name of Paul Dulberg. Okay?

A. Yes.

Q. You have given depositions before; is that correct?

A. Yes.

Q. You're familiar with the ground rules governing depositions, generally?

A. Yes.

Q. Now, we have been tendered a copy of your CV. I think we have marked it as Exhibit No. 1 for identification. Is that relatively current and up to date?

A. It is.

Q. What kind of doctor are you?

A. Orthopedic surgeon.

Q. And do you have a specialty within that field?

A. Hand and upper extremity surgery.

Q. And you are currently affiliated with MidAmerica Orthopaedics?

A. Yes.

Q. And that's in Libertyville, Illinois?

A. Yes.

Q. And how long have you been affiliated with them?

A. A little bit over two years.

Q. You have your chart for Mr. Dulberg today?

A. I do.

Q. Does that chart contain everything, all the records in regards to Mr. Dulberg?

A. It contains the two office encounters, but no other documents that may be with this chart. I don't know that for sure. For example, the EMG which is referenced in here, I don't have that, but I commented on it.

Q. The question was everything that you have in front of you comprises the entire chart?

A. Yes.

Q. Now, you saw Mr. Dulberg twice, is that correct?

A. Yes.

Q. And the first time was on December 2nd of 2011, is that correct?

A. Yes.

Saw pt 2x

(1) 12/2/11

Q. The second time was on January 6th of 2012?

(2) 1/6/12

A. Yes.

Q. Have you or your office had any contact whatsoever with Mr. Dulberg since that time?

A. I believe not.

Q. I'm sorry, Doctor, it wasn't a trick question before, but on one of the records I did note, it looks like a June 21st, 2012 telephone -- was it a telephone call? It's on the second page of the December 2nd, 2011 record.

A. Okay, I see that on the bottom. That was a phone call, and apparently the patient called. And VV is one of our employees, a nurse in our office, Vernice. And she must have taken this phone call where he said that he detailed the injury apparently. I didn't take that phone call and I didn't even know that until you pointed it out.

Q. It's more about him giving more detail about how the actual incident took

place as opposed to describing any additional problems with injuries or anything like that?

A. Correct. And I didn't see him at that time, that was a phone call.

Q. Backing up. Safe to say then that since June 21st of 2012 neither you nor your office has had any contact with Mr. Dulberg?

A. Correct.

Q. I would also ask any opinions that you give today, I would ask that they be within a reasonable degree of medical and orthopedic certainty. Fair enough?

A. Yes.

Q. Let's just go over the visits. The first visit on December 2nd, 2011. Was Mr. Dulberg referred to you?

A. He was, by Dr. Levin, a neurologist.

Referred by Dr. Levin (neuro)

Q. Do you know Dr. Levin?

A. I don't.

Q. Do you know of her?

A. I have heard her name.

Q. And Mr. Dulberg gave you a history when he came in to see you?

A. He did.

Q. And what was that history?

A. That he was using a chain saw and was accidentally struck on the right forearm, volar side.

Q. He indicates that he was seen in the emergency room; is that correct?

A. Yes.

Q. Did you ever receive any records from the emergency room?

A. No.

Q. And what were his complaints as far as pain, discomfort?

A. Persistent pain that was radiating from the laceration side in the forearm region.

CLO persistent pain radiating ~~to~~ from laceration side

Q. Where was it that the laceration was, it was on the right forearm?

A. Right volarly, so palm side and mid forearm level. And he also had intermittent numbness and tingling.

intermittent numbness + tingling in ring + small fingers

Q. In any particular areas?

A. In the ring and small fingers.

Q. What else did he indicate?

A. Grip weakness with loss of endurance with wrist flexion and gripping.

Q. Now, before he came to see you he had seen Dr. Levin and had an EMG and nerve conduction study performed; is that right?

A. Yes.

Q. And you did not have the report at that time?

A. Correct.

Q. Did he indicate to you his work status?

A. He was currently not working at that time apparently, but was a trained graphic designer.

Q. And he reported using a computer mouse for 20 minutes causes him significant forearm pain; is that right?

A. Correct.

Q. You performed an examination?

A. Yes.

Q. And what were the results of that examination specific to his right arm or hand?

A. Basically it was a normal exam

except for the fact he did have a well-healed laceration in that area of the forearm where the chain saw hit him.

He did also have some apparent muscle incongruity, meaning some scarring at the muscle belly level deep to the skin.

Q. And just a little bit more specifically about the exam. I know you said that it was normal. It appears that there was no tenderness to palpation of the forearm?

A. Correct.

Q. And would that include the area where the laceration and the scarring was?

A. Yes.

Q. As far as his strength, was that tested?

A. It was.

Q. And what were the results of that?

A. He had intact strength. He had normal wrist flexion and extension strength. He had normal grip strength. He had normal intrinsic strength, which are the muscles in the hand.

normal exam
well-healed laceration
muscle scarring

NO TTP forearm

normal strength

Q. It's noted he had a negative Froment's sign. What is that?

A. That is a sign that looks for atrophy and weakness of the muscles in the hand. The implication there is an ulnar nerve injury.

Q. And a positive Wartenberg sign. What is that?

A. Wartenberg sign is where the small finger deviates away from the right finger when you ask them to bring in the small finger against the ring finger. That again has to do with ulnar nerve function. So a positive sign is normally, it's attributed to an imbalance from weakness of the intrinsics of the hand.

Q. Would you consider that to be a subjective or an objective finding?

A. It's an objective finding. It's clinical significance, it's part of the big picture. So just because that's a positive sign doesn't necessarily mean anything per se. In context with other findings is where it's helpful.

Negative Froment's Sign (testing for ulnar nerve injury)

Positive Wartenberg Sign (also ulnar nerve test)

Not necessarily sig

Q. Were any tests run during your examination regarding sensation? Because he was complaining of this numbness and the tingling.

A. I would test sensation by just light touch.

Q. And would that have been normal as well?

A. Yes.

Q. And what was your assessment then following that initial visit and examination?

A. My assessment was that he had a healed laceration in the forearm. I did not appreciate any obvious nerve, tendon, or artery injury. He had some scarring. And that my recommendation was therapy to try to improve his strength and his perceived weakness and the pain he had at the injury site.

Q. You also indicate under your plan that his complaints are likely muscular in origin?

A. Correct.

Q. And that he may have some

Normal Sensation

no obvious nerve, tendon or artery injury

Recommend PT

C10's are Muscular in origin

superficial sensory complaints?

A. Correct.

Q. What would be the cause of these potential superficial sensory complaints given his history and given the results of your examination?

A. He could have in that area there are some sensory nerves. One in particular is the medial and the brachial cutaneous nerve. He could have neuromas at that point where they could be sort of scarred ends of the nerve perhaps. That's all in the sort of differential, but I guess at that time I really didn't get the sense that that was really at play.

Q. Is there any way to test for that?

A. Well, you can try to palpate the area and try to find a specific focal area. And if you had one area that is very obviously the tender area, there is a Tinel's sign where you tap there to see if that recreates all the symptoms. Perhaps you could explore that.

You could try with an EMG. I don't

know how good they are at picking up a neuroma and a sensory nerve like that. That you would have to ask a neurologist, that I'm not sure.

It's normally a clinical diagnosis based on an injury, a trauma, a laceration or something, and a very specific sensory complaint.

Q. Okay. And you asked him to come back after sending him out for some therapy?

A. Yes.

Q. It looks like he did go for some of that therapy?

A. Apparently he went to one or two sessions when I saw him.

Q. The records that I had it looked like he went to three sessions. Well, actually two in between your office visits, and it looks like then one after. But okay. So two in between.

So he comes back to see you then on January 6th of 2012, and how was he doing at that point?

A. He reported no improvement in his

Jan 6th, 2012

symptoms. He felt therapy did not help him. He felt that he was getting weaker. And also burning in his forearm.

Q. The burning in the forearm, is that a new complaint or was that sort of go along with the numbness and tingling?

A. I think that was all part of what he was complaining of. I might not have used that language in the first encounter, but that's my recollection of the event.

Q. Were there any new and unique complaints when he came to see you the second time in January?

A. No, not according to the note and what I recall.

Q. I know he indicated to you that he didn't feel that occupational therapy was helping, and we have established that he had the two visits. Do you have the records or the reports from the therapist?

A. I have not seen it, no.

Q. In the interim between your two visits you were able to get a copy of the EMG, the nerve conduction study?

A. Yes.

Q. What did you find when you reviewed that?

A. It was a normal study.

normal EMG

Q. And it looks like he also when he came to see you in January he asked you about some disability paperwork. Do you recall that?

A. I don't specifically recall that question, but I did note that in the report that he did ask me about disability paperwork, yes.

Q. What type of paperwork would it be that he would have been asking for, if you know?

A. I don't know, to be honest. It's just the phrase I put in there.

Q. At that time did you feel he was suffering from any type of disability?

A. No. I think that he had some scarring in his forearm and he had a lot of complaints, but I did not have any real objective findings that I could come up with a diagnosis, at least that I could treat.

not suffering from any disability

Q. You did do another examination of him in January?

A. Yes.

Q. And what were the results of that, that examination in comparison to the earlier examination?

A. Basically the same thing.

Q. So essentially negative?

A. Yes.

Q. And what was your assessment and plan at that time?

A. My assessment was, again, he had continued forearm pain and some scarring in the muscle. My recommendation was continued therapy. I really didn't have much else for him.

Q. Do you know whether he sought out any additional therapy?

A. No idea.

Q. During the two visits when he came to see you did he ever make any complaints regarding any pain or discomfort above the area where the laceration was up into the right elbow or anything like that?

A. No, I don't recall that.

Q. It was strictly confined to the forearm and the area where the laceration was?

A. Yeah, with sort of radiating -- it doesn't say. I guess shooting, radiating from the laceration site. I didn't say which way, up or down, but radiating.

Q. And nothing in your examination or your review of the EMG indicated anything regarding any injury to the ulnar nerve; is that a fair statement?

A. Correct.

Q. Are you talking mostly about then if any nerves were involved it would have been these more branch sensory type nerves?

A. Yes.

Q. Do you have an opinion as to what, if any, injury Mr. Dulberg suffered as a result of this incident with the chain saw?

A. My sense is he sustained a laceration in the muscle belly of his forearm. That did heal. And I did not appreciate any objective weakness or real

Radiating pain

no indication of ulnar nerve injury

if any injury, more branch sensory type nerves

Op: sustained laceration to muscle belly of his forearm

abnormality other than his subjective complaints of shooting, burning pain, and feelings all in his forearm area.

Q. And again, none of which you could correlate clinically with any certainty?

A. To me, I have seen a lot of lacerations, and typically a laceration in the muscle will heal. And I did not note any obvious deficits.

So he could have pain there, that's a subjective complaint, I have no way to measure that. I don't know what to make out of that when people tell me it's hurting. I can only look for objective findings. And I really didn't find any so that's really all I could come up with for him.

Q. And just for clarification. What is the muscle belly you referred to, what's that?

A. The muscles of the flexor pronator mass, so the wrist flexors. And there is a forearm pronator, which is a deep muscle coming off of the medial epicondyle of the elbow, and they radiate across the forearm.

A chain saw going through transversely in his forearm probably went into the muscle. I think he described that he had an open wound down to muscle.

Obviously, I didn't see the open wound because I saw him six months after the injury, going by his description. So those are the wrist flexors primarily. And he had perfectly normal functioning wrist flexors, so the muscle healed.

MR. ACCARDO: I don't have any other questions.

MR. LUMBER: I don't have any.

MR. BARCH: To be honest, I believe you covered it.

MR. ACCARDO: Signature?

THE WITNESS: Waived.

(Deposition concluded at 01:31 PM.)

Chainsaw probably went thru muscle, wrist flexors b/c they functioned normally muscle healed

CERTIFICATE OF REPORTER

I, TERRI A. CLARK, Certified Shorthand Reporter for the State of Illinois, do hereby certify that the foregoing was reported by stenographic and mechanical means, which matter was held on the date, and at the time and place set out on the title page hereof, and that the foregoing constitutes a true and accurate transcript of same.

I further certify that I am not related to any of the parties, nor am I an employee of or related to any of the attorneys representing the parties, and I have no financial interest in the outcome of this matter.

_____

TERRI A. CLARK, CSR

LICENSE NO. 084-001957

COPY

Discovery Deposition of **CAROLYN McGUIRE**

Date: March 20, 2013

Case: Dulberg v. Gagnon

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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

APPEARANCES:

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Appeared on behalf of the Defendant, David 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)

THE REPORTER: Ma'am, can you raise your right hand, please?

CAROLYN McGUIRE,

after being first duly sworn, deposeth and saith as follows:

EXAMINATION

BY MR. MAST:

Q. All right. Please state your name.

A. Carolyn McGuire.

Q. Okay. And you are Dave Gagnon's mother?

A. Yes.

Q. And you know why we are here today I assume?

A. Yes.

Q. About the chain saw accident?

A. Yes.

Q. Okay. And I represent Paul Dulberg.

A. Okay.

MR. MAST: This is the discovery deposition of Carol McGuire -- Carolyn McGuire.

THE WITNESS: It's Carolyn, right.

MR. MAST: It's what?

THE WITNESS: It is Carolyn. I know it was written -- It's C-A-R-O-L-Y-N.

MR. MAST: Okay. Very good. Taken pursuant to

notice, in the course of the applicable rules.

I am just going to ask you some questions about this incident. I am trying to find out what you know, so if you don't know things, that's fine, too, but I will just ask you some questions and, please let me finish my question before you answer so we don't talk over each other and if you don't understand the question, let me know and I will try to rephrase it for you, okay?

THE WITNESS: Okay.

BY MR. MAST:

Q. What's your date of birth?

A. November 26, 1946.

Q. Okay. That makes you, what, 65?

A. 66.

Q. 66. Okay. And what's your address?

A. 1016 West Elder, that's E-L-D-E-R, Avenue, McHenry, Illinois, 60051.

Q. And who do you live there with?

A. My husband, William McGuire.

Q. Okay. How long have you been married?

A. Let's see. We got married in 1993.

Q. 20 years?

A. That would be 20 years I guess, yeah.

Q. Okay. And I understand that William is David's stepfather, right?

A. Yes.

Q. And what's his father's name?

A. His real father's name was Alan, A-L-A-N, A., Gagnon, G-A-G-N-O-N.

Q. Were you married?

A. Yes. We were married.

Q. Did he pass?

A. Yes. He has passed on.

Q. When did he pass on?

A. He died when he was 50 so that was 16 years ago so 1990 --

Q. So was there a divorce?

A. Oh, we were divorced. Yeah.

Q. Okay. Do you have any other children?

A. I have two daughters. I have a Diane Lutz, L-U-T-Z. She is my oldest.

Q. Where does she live?

A. She lives at 4708 Wilmot Road, McHenry, Illinois.

Q. Okay.

A. And then I have another daughter. Her name is Donna Giovanni, G-I-O-V-A-N-N-I, and she lives on

Terrace in Johnsburg. I am trying to think of their address. I can't think of it right offhand.

Q. Okay. And Dave is married?

A. David is married.

Q. How long has he been married?

A. It was four years.

Q. What's his wife's name?

A. Pam.

Q. Okay. So they live up in where?

A. They live -- Well, their mailing address is Geneva, Wisconsin.

Q. Lake Geneva?

A. But they don't live in Lake Geneva. Oh -- No. It's Genoa. What am I saying. It's Genoa, Genoa, Wisconsin.

Q. Right near Lake Geneva?

A. Right. It's close.

Q. Okay. And before being married to Pam four years ago, did he live with you two?

A. No. They lived in that house where they live now but they weren't married.

Q. How long did they live at that house?

A. At least 12 years.

Q. Oh, that long?

A. Yeah. Maybe 12 years.

Q. So 12 years ago was David living with you?

A. Yeah. He lived with me then.

Q. For how long?

A. His whole life until he left. He was there a long time.

Q. How old is Dave?

A. Dave is 45 right now.

Q. Okay. So he lived with you over 30 years then?

A. Probably. Yeah. Yeah.

Q. Right?

A. 30. Yes. Yep.

Q. What does Dave do for a living?

A. He does auto body work.

Q. Does he do it for somebody or out of his house?

A. He is self-employed.

Q. Out of his house then?

A. Yeah. Right.

Q. Okay. You are aware of this chain saw accident involving my client Paul Dulberg at your house, right?

A. Correct.

Q. And I think it happened in June of 2011. Does that make sense?

A. Yes.

Q. Okay. Do you know the day?

A. I believe it was the 28th or the 29th of June. It was towards the end there.

Q. Okay. And the incident occurred I think -- and just generally now, we are going to go into the details, but I think Paul was helping Dave with some tree, cutting down some branches or something on your property, right?

A. Correct.

Q. Okay. And Dave has already been deposed and I don't have -- I am just trying to remember what he said.

A. Uh-huh.

Q. But so I am going to ask you a little bit about what your understanding was that he was doing but as I recall, he said that he was taking a tree down for you. Does that sound right?

A. Yeah. There was two trees in the back there. They were evergreens.

Q. So there were two trees that you wanted him to take down?

A. Yes. Because we were going to put a shed up back there.

Q. Okay. So at some point I am assuming neither you nor your husband are able to take a tree down with a chain saw, right?

A. No.

Q. Is that right?

A. That's correct. We did not.

Q. Well, you aren't even able to do it because you are just not -- you don't know how to do a chain saw?

A. I am afraid of a chain saw.

Q. Probably your husband is the same?

A. Yes. He never used one either, yeah.

Q. So you knew that Dave had some experience with chain saws?

A. Yes.

Q. Okay. If I were to go through what level of experience he had in using chain saws before Paul's accident, would you know?

A. He has used them many a times. If you go from a one to a ten, I'd have to say a ten because he has taken down trees at his house and so -- big trees.

Q. This is what I am asking, though --

A. Okay.

Q. Let me ask it this way: Before Paul's accident, do you know how long Dave has had experience using chain saws? A year, five years, ten years, twenty years, do you have any idea?

A. Well, I'd have to say probably as long as he was probably on his own property because he had cut down trees then and anything prior to that, I really don't remember.

Q. Okay. So you are saying for at least the last 12 years?

A. At least, yes.

Q. Okay. So as soon as Dave began living up in Genoa from that time until Paul's accident you knew he was using chain saws?

A. Right.

Q. Before he began living up in Genoa 12 years ago, what experience he had with chain saws you are not sure; is that correct?

A. No, because like you said, he lived with me for how many years and the only thing we ever cut down on our property was the apple tree in the back.

Q. And did he do that?

A. Yeah. He did that.

Q. With a chain saw?

A. With a chain saw, so that was before this accident happened the timeframe.

Q. So I want to get a summary of what you have just said just so I understand.

A. Okay.

Q. So you are saying for the past 12 years while Dave was living up in Genoa, you believed he has used a chain saw regularly because that would be needed on his property?

A. Uh-huh.

Q. Right?

A. Right.

Q. Okay. But 12 years ago, before 12 years ago when he lived with you, you knew he took down a tree but other than that, you are not aware of what experience he had with chain saws; is that right?

A. No. I don't know if he had any.

Q. Is that correct what I just said?

A. That's correct. That's correct.

Q. I am going to say it again because the no and the yeah messed it up.

A. Okay.

Q. Before 12 years ago --

A. All right.

Q. -- prior to that, other than Dave cutting down a tree on your property while he was living with you, you are not aware of any other experience he had using a chain saw during -- before 12 years ago; is that correct?

A. Correct.

Q. Okay. And how long did it take him to cut that tree down more than 12 years ago on your property?

A. Well, that wasn't even 12 years ago. That tree was -- Okay. I'm sorry. The tree was actually cut down before -- you know, not long before this accident happened.

MR. BARCH: You got to listen to his questions because he was asking you if the apple tree was cut down more than 12 years ago so you got to listen to his question.

MR. MAST: Let me say it again.

THE WITNESS: I was going to break in but then --

BY MR. MAST:

Q. I am happy to go through this to make sure you understand it but if you don't understand it, you got to let me know so we don't get it taken down

wrong, okay?

A. All right.

Q. So let's go back over that. All right. Over the last 12 years while Dave was living up in Genoa with his wife, you have known Dave to regularly use a chain saw not only at his property but for you, right? Is that correct?

A. Okay. Correct.

Q. Okay. Prior to 12 years ago when Dave was living with you for the rest of his life pretty much, have you ever known what experience he has in use of a chain saw?

A. No.

Q. Okay. Do you know if he ever used a chain saw more than 12 years ago?

A. I don't know.

Q. Okay. So the answer is the first time you are aware that Dave has used a chain saw was after he moved from your house and moved up to Genoa and lived with his wife?

A. Right.

Q. His soon to be wife, right?

A. Right.

Q. And that was for the last 12 years, correct?

A. Correct.

Q. Before that you are not sure what experience or use he had of a chain saw, fair enough?

A. Fair enough. Right.

Q. Okay. So I am assuming, and you can correct me if I am wrong, did you ever see Dave use a chain saw over at his house?

A. No. I would --

Q. You just knew he did?

A. Right. I seen a tree down.

Q. Did he have his own chain saw?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. You can't block your mouth because we have to make sure you say it loud for us, all right?

A. Yes.

Q. I am assuming, and you can correct me if I am wrong, the only time you saw Dave use a chain saw has been on your property?

A. Yes.

Q. And that would have been within the last 12 years?

A. Yes.

Q. Okay. All right. So my next question obviously is then before Paul's accident, how many times have you known Dave to use a chain saw on your property?

A. Twice.

Q. Okay. One was for the apple tree and the other was for this accident, right?

A. No, and the other one was the tree in the front we had taken down before this, too, within, you know, a span of maybe a couple months and we had somebody come and take down the whole tree but this was like big pieces. It was a huge tree.

Q. Got it.

A. And so David and Paul were helping. They were using Paul's chain saw.

Q. All right. I am going to get to that. It's a little bit more wordy than I was asking. My question was: How many times before Paul's accident had Dave cut or used the chain saw on your property and your answer is three?

A. Well, twice. The apple tree and the big tree in the front.

Q. And he was also working on your property before --

A. Right, and --

Q. We can't talk over each other, though. You got to let me come to an end, okay, and then you can answer. I will let you say whatever you want but you got to let me come to an end.

Would it be fair to say that Paul has used a chain saw on your property in the last 12 years three times, three separate times?

A. Did you just say Paul?

Q. I'm sorry I did, didn't I?

MR. ACCARDO: Yes.

MS. MAST: See, she is listening to me.

BY MR. MAST:

Q. Is it fair to say over the last 12 years Dave has used a chain saw on your property on three separate occasions?

A. Correct. Yes.

Q. Okay. The one occasion was in conjunction with the work he was doing before Paul's accident?

A. Yes.

Q. The other was the apple tree?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. And the other was that tree in the front that you had cut down and he had to cut it up?

A. Correct.

Q. Is that right?

A. Yes.

Q. All right. So now I want to try to get a timeframe for those three occasions. I know when the third occasion was because that's in June of 2011, right? Right?

A. Right.

Q. Okay. So give me the timeframe of the other two occasions if you can generally.

A. Well, let's see.

Q. Because you were talking about months before and stuff.

A. Yeah. Probably months in between. I would have to say this was -- I'd probably have to say maybe the beginning of May was the real big tree in the front that he did help at the end cut up.

Q. May of what year?

A. The same year, 2011.

Q. I need you to say it, though. I don't want to say it.

A. Okay. May 2011.

Q. Okay.

A. And the apple tree, too, it was in 2011 and it was probably shortly after that. Maybe the beginning of June.

Q. Okay. Very good. Is the apple tree kind of a smaller fruit tree that we are talking about then?

A. Yes. It was probably like that, the trunk, yeah.

Q. I get it. Maybe about 6 or 8 inches?

A. Yeah. Diameter.

Q. Diameter.

A. Yes.

Q. So the first tree that Paul had to cut or the first use of a chain saw on your property before Paul's accident would have been that same year a month before?

A. Uh-huh.

Q. Yes?

A. Correct. Correct.

Q. All right.

A. Yes.

Q. And that was where the big tree in the front was taken down already, Paul didn't -- or Dave didn't have to do that, right?

A. No.

Q. Is that right?

A. Correct. He did not cut it down.

Q. But you asked him -- you asked Dave to cut up the trunk after the tree was already cut down; is that right?

A. Can I elaborate on that and say something?

Q. Well, you can elaborate any time you want but I'd first ask you to answer my question so that the answer is shown on the record.

A. No. I did not ask him to cut it.

Q. Okay. What did you ask him to do?

A. But after the tree was removed, this big huge tree by a tree company, there was a big huge stump out there and what happens is they didn't take the wood away because that would cost extra money and we knew that Paul would probably want it for his fireplace which he did and these things were huge so they were cutting them into smaller pieces.

Q. Who is "they were"?

A. My son and Paul.

Q. So the stumps were left by the tree company in May 2011 after they cut the tree down --

A. Uh-huh.

Q. -- and Paul and Dave you didn't ask them to but they -- Paul wanted to keep some of that wood so he asked Dave and they worked together to cut up those stumps?

A. Right. To cut up the big rounds. You know, they took away branches and stuff but they left big chunks and that's what they cut up.

Q. You mean "they" took away, the tree company took away the branches?

A. Right. The branches.

Q. But left the stumps?

A. Okay. The stump. Well, the stump, right. The stump. Yeah. The stump is still there.

Q. Well, there is other little stumps that are cut apart, right?

A. Yeah. They were trunks of the tree, you know, yeah. Uh-huh.

Q. All right. So after the tree company cut the tree down in May of 2011, there were sections of the tree that were cut up by the tree company that were left behind?

A. Correct.

Q. And Paul and Dave cut them up so Paul could use it as firewood at his house?

A. Yes.

Q. Do you know if Paul was using a chain saw during that time?

A. Well, it was his chain saw.

Q. But you know what I am asking, right?

A. Yeah. You know, I can't really remember if they were both doing it or --

Q. All you have to say is I know or I don't know.

A. I don't know. I really don't know.

Q. That's all you got to say and I will move on.

Had you ever seen -- Before Paul's accident, had you ever seen Paul use a chain saw?

A. No.

Q. Okay. So whether he used it properly or dangerously prior to Paul's accident you don't know if Paul did or didn't?

A. No.

Q. You seen Dave use it on occasion before Paul's accident as we already talked about, right?

A. Right.

Q. Did you believe he used it safely?

A. Yes.

Q. Ever see him use it unsafely, this chain saw?

A. No.

Q. Okay. Other than Paul and yourself, is there anyone else Paul -- I'm sorry. Other than Paul, Dave and yourself, is there anyone else that would have to your knowledge seen Dave use a chain saw before Paul's accident?

A. Well, I'd have to say no because I can't remember actually.

Q. That's fine.

A. I seen him cut the tree.

Q. I'm not asking you to put your name in there.

A. Nobody else, no.

Q. Okay. How long did Paul and Dave work on those tree sections cutting them up? How long did that take? One day, more than a day?

A. Couple hours.

Q. Okay. So just one day then?

A. I believe.

Q. Okay. And was anything left after they cut those stumps up?

A. No. Paul took it all.

Q. Okay. Did he pay you for it?

A. No. I gave it as a gift. He said he wanted it.

Q. Very good. Okay. But who cut it up with the chain saw you don't know, right?

A. I don't remember if they both did it or if David just did.

Q. Okay. Do you know -- Again, I am just asking what you know. If you don't know, you can just say I don't know.

Do you know between Paul and Dave before Paul's accident who was more experienced on the chain saw?

A. No.

Q. Okay. Then after that big tree in the front was cut up, there was the apple tree that was cut up shortly after that, right?

A. Correct.

Q. Also in May or June of 2011, right?

A. Correct.

Q. And that is a 6 to 8-inch diameter and were there any branches off the tree had to be cut up or just the tree cut down?

A. No. There was branches.

Q. Okay. Do you know -- Did you see that being cut down?

A. Yeah. David was out there trimming.

Q. Who cut the apple tree down?

A. David did.

Q. Did Paul -- Was Paul involved in the apple tree being cut at all?

A. I believe no.

Q. Okay. So David did all that work?

A. Yes.

Q. How tall was that apple tree?

A. As tall as my house, 20 feet.

Q. And, again, that might have taken a couple hours and that was over then?

A. Yes.

Q. And who took the wood from that tree?

A. I believe we put it in the back. We have it piled up.

Q. Okay. So that was -- Those are two tree projects that we just talked about in May or June of 2011, right?

A. Correct. Yes.

Q. The third project is the two trees that you said were in the backyard that you wanted to put a shed back there so you wanted those trees cut down, right?

A. Yes.

Q. And that was a project where you asked Dave to do again, right?

A. Yes.

Q. You didn't ask Paul to do it, did you?

A. No.

Q. Okay. Sometime in June you told Dave, hey, we need those two trees cut down in back, right?

A. Correct. Yes.

Q. And you asked him to do it, right?

A. Right.

Q. And he said he would do it for you?

A. Right.

Q. Okay. And the reason they had to be cut down is you wanted to put a shed back there?

A. Right, and we didn't want to of course put a shed up first and then take the trees down.

Q. Right. I understand. Okay. What was the diameter of that -- of the two trees that were the evergreens that were going to be taken down, if you know?

A. Well, I'd have to say that they were probably both at least 60 feet tall.

Q. Okay.

A. And the base of them was -- I don't know.

Q. A foot or so around?

A. Yeah. Maybe more.

Q. Well, if you measure -- Hold on.

A. Okay.

Q. If you measure it from one side to the other side, is that about a foot wide?

A. No. It was more.

Q. More than a foot wide?

A. More than a foot wide.

Q. A foot and a half wide?

A. Yes. At least.

Q. Both of the trees were the same size?

A. About the same.

Q. Okay. Okay. And when Paul's accident occurred, had both of the trees already been cut down?

A. David had gone up the trees by, you know, and cut down --

Q. We are going to start there later, but I am asking you right now by the time of Paul's accident, were both of the evergreen trees already cut down or was he going limb by limb?

A. David was cutting limb by limb but I believe Paul came over when David needed him to help him.

Q. You are going too far away. I am just asking

you right now at the time of Paul's accident what the condition of those two standing evergreens were. Were they both still standing?

A. There was branches on the ground already.

Q. Were the trunks still standing?

A. Okay. Yes.

Q. Okay. That's what I am trying to find out.

A. Okay.

Q. Do you know the process Dave was choosing to cut the trees down? Was he going first up the tree and cutting the limbs down first and then he was going to do the trunk or do you know?

A. He was going up the tree and cutting down the branches.

Q. Okay. And then after the branches were cut down, he would take the bases down and cut the trunks down?

A. He didn't do that. We hired someone to take the tree down the rest of it because they were so tall.

Q. I got you.

A. Okay.

Q. So you asked Dave then his job with regard to these two evergreens in the backyard was just to take the branches down?

A. Yes.

Q. Right?

A. Correct.

Q. And since the trunk was so big, you didn't want Dave doing that because this was a big project. You had a tree company come in to do that.

A. Right.

Q. Okay. And I am assuming there is countless branches on both of these evergreens, right?

A. Right.

Q. Do you know the size of the bigger branches that came off the tree?

A. Probably at least that big.

Q. Maybe about four inches from one side to the other, yes?

MR. BARCH: I want to get -- I think we are just -- I want to make sure that you are giving estimates when you are or an accurate number. Just clarify for when you are estimating or not. I don't want you guessing.

BY MR. MAST:

Q. Now listen, I know you didn't go out with a tape measure. What I'm asking is if you can estimate. If you can't, if it's just a guess, then fine but hold

on. Let me ask the question.

My question is: If you put your fingers on both sides of the heavier bigger branches on these evergreens and you measured one finger to the other --

A. Right.

Q. -- what is the approximate distance you think you'd have for the width of those branches, the bigger ones?

A. I would say maybe three inches.

Q. Okay. All right. And those would have been -- the bigger ones would have been at the bottom or closer to the base of the tree, the thinner ones up at the top, right?

A. Yes.

Q. Okay. Now, and, again, if you don't know, that's fine. I keep saying that because I don't want you to guess but I am trying to find out what you know. So my question is: By the time of Paul's accident, the day of Paul's accident, was that the first day Dave was beginning work on those two trees?

A. It's been awhile and I really can't remember. I think he did come by the one day to start it and because there was all these branches piled up, then Paul came over the next day and helped.

Q. Okay. And I think that might have been even what he said so that sounds accurate.

A. Yeah, because he had to go someplace that day.

Q. So Paul to your knowledge -- Strike that.

To your knowledge, Dave had worked out at your house on these two evergreens the day before Paul's injury cutting some branches down.

A. Right.

Q. And then Paul came over the next day to help?

A. Right.

Q. Is that your understanding?

A. Yes.

Q. Okay. Did Dave ask you if Paul could come over and help or did he ever go through that with you or did he just do that on his own?

A. He did it on his own.

Q. Were you going to pay Paul or not Paul. I keep getting the names mixed up.

Were you going to pay Dave to do this work for you?

A. He came over as a favor of my son to cut the trees down and for his time I was going to give him something for gas. He had to come up, you know, from

his house and that I was going pay him something.

Q. Was it predetermined what you were going to pay him?

A. No. I didn't know. I just figured I'd give him something.

Q. Like 20 bucks or something for gas?

A. Money to just --

Q. So you were going to pay him, how much, you don't know and it wasn't going to be a large amount, fair enough?

A. Right. Yes.

Q. So the first day that Dave started the work the day before Paul's accident was cutting some branches down from the two evergreens?

A. Yes.

Q. Was he starting on one evergreen first or was he going to do both kind of in tandem together, if you know?

A. Well, there was a big pile of branches. I really can't remember if when Paul came in both were already trimmed up or if he had just done one of the bigger ones.

Q. So the answer is I don't know.

A. I don't know.

Q. Okay.

A. Right. I can't remember.

Q. All right. So the next question is: When Paul came over the next day of this tree work that Dave was doing, the status of the trees and how far up one or more of them were cut you don't know; is that correct?

A. Correct.

Q. Okay. But by the time Paul got there the day of his accident, the second day in to doing the work, some branches Dave had already cut the day earlier?

A. I can't remember. I don't know.

Q. Were there some branches on the ground already?

A. They were on the ground but as he was cutting and they were just falling down, okay?

Q. Right.

A. But I don't remember if he actually had started to cut up branches himself that very first day he was there, that it was just one big pile.

Q. Okay. And maybe I didn't word it properly but my question was: By the time Paul arrived at your house on the day of the accident, there were already branches that had been cut down from the tree that

were on the ground?

A. Right.

Q. Were they piled up yet or were they all just scattered on the ground?

A. I don't remember.

Q. Okay. And you don't know -- I think what you were saying is you don't know if Dave had already begun to cut up those branches that had been cut down from the tree or whether they were still all together in full lengths, right?

A. Yes.

Q. Okay. Do you know when Paul arrived at your house the day of his accident?

A. I can't give you a precise time. It was probably later morning, early afternoon.

Q. Other than late morning, early afternoon, that's as specific as you can give me?

A. Right. I can't give you a time exactly.

Q. Okay. Late afternoon -- Late morning, early afternoon seems to be around 12:00 or 1:00. Does that sound about right?

A. Yeah.

Q. And did you greet or see Paul when he arrived first at the house?

A. I saw his truck in front so I knew he was over.

Q. But how long he had been there when you first saw the truck you don't know; is that correct?

A. I don't remember, no.

Q. Is that correct then what I just said?

A. Correct. Uh-huh.

Q. Okay. All right. When you saw Paul's truck out in front, that would have been the 12:00 to 1:00 kind of timeframe?

A. Right.

MR. BARCH: Well, I need to object. It's an approximation. I don't want it to be looked at we are using that as if that is the time so I object to form of the question.

BY MR. MAST:

Q. I said earlier we are thinking somewhere around 12:00 to 1:00 generally, fair enough?

A. Yes.

Q. And that's the first time you saw Paul's truck in your drive, correct?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. So whether Paul was there before you saw his truck or how long you saw his truck, you don't know, correct?

A. No.

Q. Is that correct?

A. Correct.

Q. What Paul was doing by the time you saw his truck around 12:00 to 1:00 generally out at your property, you don't know, correct? Is that correct?

A. Correct.

Q. Okay. You know he was helping Dave but exactly what Paul's tasks were, do you know?

A. No.

Q. Did you at any time that day before Paul's accident observe their work?

A. I went out there to give them some water because it was a hot day but that was it.

Q. Did you go out there to give both Paul and Dave water?

A. Yeah. I gave them water.

Q. A glass of water?

A. Probably a bottle, like this.

Q. Okay. And how many times did you do that before Paul's accident?

A. Maybe once. I don't exactly -- Once. Say once.

Q. Okay. Okay. And when you went out there, how long were you out there?

A. Probably a few minutes. I talked to him. Said hello and --

Q. Were Dave and Paul working at any point while you were out there giving them water?

A. No. Not that I can remember, no.

Q. Okay. So what Paul's tasks were doing -- Strike that.

What Paul's tasks were during the work and what Dave's tasks were during the work, you did not observe; is that correct?

A. Correct.

Q. All right. So now I am going to summarize this, and you can correct me if I am wrong, but before Paul's accident, is it fair to say you only went out of the house and saw what they were -- saw the progress of the work once; is that correct?

A. Correct.

Q. And that was to deliver water to him for a couple of minutes you were out there?

A. Correct.

Q. And during the time you were out there for a couple minutes delivering water that one time, you did not see either of them do any work that you can recall, correct?

A. Correct.

Q. Okay. So as far as who was doing what work before Paul's chain saw accident on your property that day, you don't know who was doing what, correct?

A. No.

Q. Is that correct?

A. Correct.

Q. Okay. When you say no, that's why I have to ask to make sure you understand my question. Is that correct?

A. Correct.

Q. Okay. Do you know if Paul -- at any point that day of his accident at your house, do you know if Paul operated that chain saw that they were using to trim these branches, do you know if he did?

A. No.

Q. Okay. You know that Dave was using the chain saw, correct?

A. Yes.

Q. Okay. Other than the chain saw -- Well,

strike that.

The chain saw Dave was using to cut the branches up at your house the day of Paul's accident, was that the chain saw that was your chain saw?

A. Yes.

Q. Do you know if Paul had his own -- Strike that.

Do you know if Dave had his own chain saw?

A. Not with him.

Q. He had his own but it was at home, right?

A. Yes.

Q. Okay. Instead of him bringing his chain saw, he used yours, right?

A. Yes.

Q. Is there a reason he decided to use yours as opposed to bringing his own?

A. Ours was new.

Q. Is yours the one that's sitting here on the table today?

A. Yes.

Q. Okay. At the time of Paul's accident at your house with the chain saw, did you own more than one chain saw?

A. We have an electric one in the basement but we didn't use it.

Q. Okay. So at the time of Paul's accident --

A. Yes. I'm sorry.

Q. Once I start I am assuming you are done. Okay. At the time of Paul's accident, you owned and had available to use an electric chain saw and a gas chain saw, correct?

A. Yes.

Q. The electric chain saw was in the basement and was not being used for any of the work that Dave and Paul were doing, correct?

A. Yes.

Q. All right. Why was that not being used?

A. It wasn't big enough and the chain on it was dull.

Q. Okay. So Dave chose to use the gas one at your house, correct?

A. Yes.

Q. That was by his choice. You didn't make him, did you?

A. No. I didn't make him. Yeah. I know you don't want me to elaborate. No. He chose to use that one. It was new and it had never been used and the

blade was sharp.

Q. And, again, it's not that I don't want you to elaborate. I want you to elaborate if you think it's necessary. All I am saying is if you are not answering the question, then I need to ask the question again, okay? Okay. You can say whatever you want to say, okay?

A. Okay.

Q. So the chain saw we have today here on the table is the gas chain saw that Dave was using to cut up the branches when Paul was injured, correct?

A. Yes.

Q. Okay. And this was the only gas saw you had present and available and that you owned on your property at the time of Paul's injury, correct?

A. Yes.

Q. Had Dave ever used this particular chain saw before the day of Paul's accident?

A. I can't remember if he actually did use it to cut up the apple tree or not. I don't remember.

Q. When you say it was new, you mean it was -- Wait. I just started my question.

When you say this chain saw was new as of the day of Paul's accident, are you saying it had

never been used or you don't know if it had been used?

A. I don't remember. All I know is it was new and we bought it in that year.

Q. You bought it in 2011?

A. Yes.

Q. Where did you buy it from?

A. It's on the manual inside the date where it was purchased at and everything.

Q. I am asking you.

A. I don't remember but it's written on the manual so if you want that information, I don't know.

Q. Listen, I can get it anyway. I am asking you. If you don't know, you can just say.

A. I don't remember. It was just in 2011 we purchased it.

Q. All right. And why did you purchase it?

A. Because we had trees that we knew needed to be cut down.

Q. Okay. Did you purchase it, however, though, for you or your husband to use or for somebody else to use that might have to use on your property?

A. I guess we purchased to have a chain saw that worked well and was new and had a sharp blade and I didn't particularly buy it for, you know what I mean,

say, oh, I am buying a new chain saw here. We bought it because we needed a chain saw.

Q. This is my question: I'm sorry if you think my questions are funny but my question is this: Did you purchase it expecting that you or your husband was going to use it or that somebody else other than you and your husband were going to use it?

A. Someone else.

Q. Okay. Not necessarily Dave but somebody else other than you and your husband?

A. Right.

Q. Okay. And whether this chain saw, this gas chain saw, that you purchased new in 2011 had been used prior to cutting these two evergreens down in June, 2011 you are not sure, correct?

A. I don't remember, no.

Q. Okay. If it had been used prior to the two evergreens, that job in June of 2011, it had only been used once before and that might have been the apple tree job, correct?

A. Yes.

Q. Okay. Where these evergreens were and where Dave and Paul were working, that would have been in the backyard of your house?

A. Yes.

Q. If you -- What were you doing that day? I am sure you were in the house, correct?

A. Right.

Q. You weren't working outside, were you?

A. I was outside for awhile playing with his dog in the backyard but, I mean, I didn't stay out there for any length of time and I was in the house most of the time.

Q. Okay. So other than delivering water to Paul and Dave before Paul's accident and maybe being out of the house to run around with the dog for a few minutes, everything else, all of your other activities would have been inside the house that day, correct?

A. Yes. Yes.

Q. Okay. And if you ran the dog outside for a few minutes, do you recall doing that before Paul's injury or not?

A. Yeah.

Q. Do you know how long? It was just a few minutes?

A. Yeah. Probably. I mean, just throw a ball around and get a bone.

Q. And would that have been near where Dave and

Paul were working?

A. Yeah. I mean, my yard is not that big. Yes. It's near.

Q. Okay. Do you recall having any observations of what they were doing at the time you were outside playing with the dog?

A. No. I don't remember. No. I would say no.

Q. Okay. Was that after you saw Paul's truck in the drive that you said you first noticed Paul would have been over by that time around 12:00 or 1:00, somewhere around there?

A. Yes. It was after I was out there with the dog.

Q. Okay. Do you know about what time -- How did you first learn Paul was injured?

A. They came running in the house. He was bleeding and I gave him a clean towel to wrap around his arm and David drove him to the hospital in Paul's truck.

Q. Okay.

A. It was fast. I mean, they didn't waste any time getting to the hospital.

Q. Okay. We are going to go through all that step by step. About what time was that that Paul ran

in the house?

A. I don't remember. It was maybe an hour, maybe it was 2:00. I don't know, an hour later.

Q. An hour later meaning -- hold on -- an hour after you first saw Paul's truck was in the drive around 12:00 or 1:00 or approximately sometime around there?

A. Right. They were working.

Q. So I am trying to get the chronology of this and I understand it's not exact, I get that, but you are saying again very generally 12:00 or 1:00 was when you saw Paul's truck in the drive. An hour from whenever that was later was approximately when Paul ran in the house and said he was injured?

A. Right.

Q. And he was bleeding from what arm, if you know?

A. I don't remember. I think it was his right arm.

Q. Okay. You are not positive or are you sure about that?

A. I am not positive.

Q. Okay. Hold on a minute. All right. So during that approximate hour time that you knew Paul

and Dave were working on those -- on the trees, you had been out there just a couple minutes outside running with the dog and then delivering water during that one hour time?

A. Yes.

Q. Okay. Were you doing anything in particular inside the house?

A. What I usually do every day.

Q. What's that?

A. Dishes, wash clothes, clean up, whatever. I don't remember, you know, but working inside the house, yeah.

Q. Okay. What was your husband doing?

A. Probably watching television.

Q. Okay. Do you remember what day of the week this was?

A. I think it was during the week.

Q. And I didn't ask you this before but are you retired?

A. I am.

Q. Okay. Is your husband retired as well?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. Okay. What kind of work did you do before you retired?

A. I worked at Intermatic.

Q. What is that?

A. It was in Spring Grove. I worked in production.

Q. What kind of company is that?

A. They made lighting sets, timers.

Q. Is that like factory type work?

A. It was factory, yeah.

Q. Okay. And what was your husband's kind of job he did before he retired?

A. He was a carpenter.

Q. Okay. I didn't even ask this. William, how old is William?

A. He was born in 1953. He will be 60 this year.

Q. Okay. Is he in good health?

A. Huh?

Q. Is he in good health?

A. He is on Social Security disability.

Q. For what kind of disability?

A. For he got injured at work.

Q. What?

A. His back.

Q. Okay. So he is not able to be real active?

A. No. He can't lift up heavy things.

Q. That's what I am trying to understand.

A. Yeah.

Q. Okay. Are you healthy?

A. Yeah. I am all right. I am living. That's about it.

Q. Do you have any disabilities?

A. No. I am not -- I am on Social Security but -- Okay. No. I am not.

Q. All right. Let me just ask the question. Do you have any physical disabilities whatsoever?

A. I am okay.

Q. Okay. All right. The work that you were doing in the house, if you wanted to, would you have been able to just look out the window and see the work that Paul and Dave were doing or were they doing it at a spot where you really couldn't see them?

A. I couldn't see them.

Q. So even in the house had you looked out a certain part of the house, you wouldn't have been able to visualize them outside working; is that correct?

A. Correct.

Q. Okay. So in order to see what they are doing, you'd have to go outside and take a look?

A. Yes.

Q. Right?

A. Yes.

Q. And you didn't do that except for when you went to deliver water. That's the only time you went outside in the area where they were working, correct?

A. Right and played with the dog twice. That was it.

Q. Right but playing with the dog you weren't even paying attention to what you were doing, correct?

A. Yeah. I was paying attention to the dog. No, I wasn't.

Q. Is that correct?

A. Yes. That's correct.

Q. So the only time you would have been in the area to observe what they were doing is when you delivered the water?

A. Right.

Q. And that's the time you remember telling me you don't remember seeing what they were doing; is that correct?

A. No. I don't remember.

Q. Is that correct?

A. Correct. Correct.

Q. All right. Did your husband ever go outside while Dave and Paul were working?

A. I don't remember.

Q. Okay.

A. I don't remember.

Q. Did you ever talk to your husband about the incident with Paul?

A. You mean about this whole thing?

Q. Yes.

A. Yes.

Q. Well, not --

A. Oh.

Q. Hold on. Not about what happened as a result of the incident, meaning the lawsuit and things like that. I am asking about did you ever talk to your husband about how the incident may have occurred?

A. I probably -- Well, I wasn't there to see it so I couldn't really tell him how I thought it happened.

Q. Well, did you ask him if he saw it or --

A. He didn't see nothing, no.

Q. Okay. All right. When Paul came in, ran in

the house as you described from being injured --

A. Right.

Q. -- you offered him to wrap his arm?

A. Yes.

Q. And then so how long was he in the house physically or did he just run in and run out with Dave?

A. I have to say it might have been a minute. I ran immediately, got a clean towel, put it on his arm and they went to hospital.

Q. Did you visualize the injury? Did you see it?

A. I could see the cut.

Q. That's what I am asking.

A. Yes. I could see the cut.

Q. How long was the cut?

A. Probably like this I would think.

Q. About six inches or so?

A. Yeah. He -- probably like that on the forearm.

Q. Approximately six?

A. Yeah. Maybe on his forearm.

Q. And did you do anything to determine how deep the cut was?

A. No. I got a towel and no, I didn't.

Q. Okay. All right. So although you know it's about six inches long, you don't know how deep it was; is that correct?

A. No. I don't know.

Q. Is that correct?

A. Correct.

Q. After wrapping it, and this is all within a minute, Paul runs out with Dave and Dave takes him to the hospital?

A. Correct.

Q. What hospital?

A. McHenry.

Q. NIMC?

A. Yes. NIMC.

Q. Do you know how long they were at the hospital?

A. Well, I called -- I don't know. I don't know. I called the hospital to see.

Q. What?

A. I called probably after they got there. What does it take, 15 minutes to get there. Maybe a half hour or something I called after.

Q. Just to find out the status?

A. Yeah. See how he was doing.

Q. Did you learn anything?

A. Yes.

Q. What did they tell you?

A. In the emergency room they told me that as far as they could -- their knowledge, he didn't have any damage done other than a superficial wound that they would clean up and stitch up and give him medication, you know, for pain and antibiotics for infection.

Q. That's what the nurse people told you, the people attending in the ER?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. Okay. And then did you -- Did Dave or Paul have a cell phone with them when they went to the hospital?

A. I can't recollect for sure.

Q. Does Dave have a cell phone?

A. Yes, he does.

Q. Did he have it at the time?

A. I don't remember.

Q. Okay. Did either of them -- Well, strike

that.

After Dave and Paul went to the hospital right after the accident occurred, did you hear from either of them while they were at the hospital?

A. No. When they came back, no.

Q. Okay. It wasn't until they came back from the hospital?

A. To my house.

Q. Was that Dave or both Dave and Paul?

A. Both Dave and Paul were at my house afterwards.

Q. Do you know how long that was after the time they left to go to the hospital that they arrived back at your house?

A. The length of time he was gone I am not quite sure.

Q. What did you say?

A. I am not quite sure. Maybe an hour and a half or something I mean by the time they did their job and --

Q. Okay. All right. So it's your understanding that Paul was injured, he runs into the house. Does Dave run into the house, too?

A. He is right behind him.

Q. So they both run into the house, right? Yes? Yes?

A. Yes.

Q. You wrap the arm, then they run back out. They go to the hospital. They are at the hospital approximately, and I know you didn't time it, but approximately an hour and a half at the ER?

A. Uh-huh.

Q. And they come back to your house, correct?

A. Correct. Yes.

Q. And then Paul and Dave come into the house again?

A. Yeah.

Q. Okay. And do you sit down and talk to him or what happens?

A. Well, Paul needed medication to have refilled and he didn't have any insurance and didn't have any money on him so I gave him $50 to go get the prescriptions refilled.

Q. Okay.

A. Not knowing how much they would cost but you know.

Q. So as I understand it, Paul comes back to your house from the ER and says, hey, I need to refill

this prescription for pain medication and don't have any money and you give him $50?

A. Yes.

Q. Okay. So he asked -- Did he ask -- Hold on. Did he -- It looks like you want to talk. Did he ask you for the $50 or did you just offer it to him?

A. I offered it to him. He didn't ask.

Q. How long was Paul in the house when he returned from the ER until he left to get the prescription filled?

A. They weren't there maybe a few minutes and they went to the drug store.

Q. So Dave then took Paul in Paul's truck and went to the drug store to fill the prescription?

A. Uh-huh.

Q. And then when Dave returned, did he return alone or with Paul again?

A. I believe he took Paul home.

Q. Right.

A. And he could walk from Paul's house.

Q. Right. So it's your belief that Dave would have walked from Paul's house back to home and that's when he arrived home then?

A. Right.

Q. Was that within the hour?

A. I don't know how long he was at Paul's house once he --

Q. Okay. But after Dave and Paul left in Paul's truck to go fill the prescription, Dave then returned next alone to the house, right?

A. Back to my house.

Q. Yes.

A. Yes, because he --

Q. So it was your feeling that he probably dropped Paul after and left the truck at Paul's house?

A. Yeah. It was his truck. Paul's truck.

Q. I understand.

A. Okay.

Q. All right. Okay. Now, let's go back a little bit and let me ask a couple follow-up questions. When Paul ran into the house after the accident, okay --

A. Uh-huh.

Q. -- with the injury, did he say anything about how it happened?

A. There wasn't time. No.

Q. I understand there might not be time. I am just asking if. If they didn't you can just say they

didn't.

A. No.

Q. Let me ask the question again because you didn't answer it directly. When Paul arrived into the house --

MR. BARCH: I know you are frustrated with the way she answers questions but I think she is trying her best.

MR. MAST: There is no question she is trying her best.

BY MR. MAST:

Q. I'm not saying you are not trying your best.

A. I'm sorry. I know.

Q. You are doing fine actually. It's just actually when you do answer it kind of indirectly, I need to go back and I'm telling you why I need to go back. You are doing fine. There is no problem with what you are doing. I just need you to understand why I am asking the question again.

So when Paul runs in the house after being injured for the first time, I think you said Dave followed, right?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. You saw the injury, you wrapped it and then they left immediately to go to the hospital, right?

A. Yes.

Q. During the time after the accident before they left to go to the hospital, did Paul say anything about how the accident occurred?

A. No.

Q. Did Dave say anything how the accident occurred?

A. No.

Q. So by the time Paul and Dave left to the hospital to the emergency room to treat Paul's injury, you did not know how it happened other than you assumed I am assuming you felt it was probably due to the chain saw, right?

A. Yes.

Q. But you didn't know that?

A. No.

Q. And they never -- either of them never told you how it happened, correct? Is that correct?

A. Correct.

Q. Okay. So they are at the hospital. You don't talk to them now until they arrive back at your

house after the ER, right?

A. Correct.

Q. And they are only there for a couple of minutes until they go fill the prescription for pain medication, right?

A. Right.

Q. And while they are there for a couple of minutes at your house before filling the pain prescription, does Dave or Paul tell you anything more about how the accident occurred?

A. No.

Q. Okay. I am assuming you put the dots together and you felt it was because of the chain saw but nobody told you that, fair enough?

A. Correct. Right.

Q. Is that correct?

A. Yes.

Q. Okay. So by the time Dave now returns home alone after dropping Paul off, you have not yet heard from Dave or Paul at that point how the accident occurred; is that correct?

A. Well, Dave would have had to come back to my house.

Q. That's where I am starting this question. By

the time he returns to your house, by that time you still have not talked to either of them about how it happened, correct?

A. No.

Q. Is that correct?

A. Correct.

Q. Okay. So Dave returns to your house alone and we are probably talking now, what, in the evening hours?

A. Yeah. Early evening.

Q. Maybe 4:00 to 5:00, somewhere in that general area?

A. Right. Yes.

Q. Okay. 4:00 to 5:00 p.m., Dave arrives home approximately and is there a conversation about what happened?

A. I can't remember.

Q. Okay. Any time the rest of that day does Dave make any statement about what happened?

A. Can I say something?

Q. Sure. If you want to.

A. In the aspect of all this thing happening so fast, coming into the house, literally wrapping his arm and rushing him to the hospital because he was really

concerned, when they came back to the house, they were only there a few minutes also. I gave them the money. When David came back obviously he drove Paul home because it was his truck, he came back to my house because that's where his car was, he was all upset and everything. I don't remember that anything really was said, you know, that Paul -- you know, little bit about Paul, you know, as far as not how the accident happened, how he was doing, you know, and that they got the prescriptions and then he went home but he didn't ever at that point at that time on that day, so.

Q. All you are saying then in summary is Dave never mentioned how the accident happened?

A. Not on that day.

Q. Hold on. You got to let me finish my question -- my statement. All you are saying is on the day of Paul's accident at no time did you hear from Dave or Paul for that matter how the accident occurred?

A. No.

Q. Is that correct?

A. Correct.

Q. Okay. So even when Dave arrived back from dropping Paul off, he stayed, what, for a few minutes?

A. Yeah. He didn't stay long. I can't really remember, you know, but he probably did stay, you know.

Q. Stayed for awhile?

A. For a bit, yeah.

Q. Did he ever go back and finish the work up?

A. No. He went home.

Q. So by the time Dave left for now home the day of Paul's accident, he still never told you what his version of the accident was; is that correct?

A. No.

Q. Is that correct?

A. Correct.

Q. Did you see Dave the following day?

A. I can't remember but he must have come back because the branches. You know, this is a year and a half ago, no.

Q. Listen, Carolyn, you don't have to tell me why. I have been doing this long enough. I know that memories aren't the best sometimes so you don't need to tell me why. My job, though, is to find out what you know.

A. No, I don't.

Q. So I have to go through this with you, okay? So let's just get through this. You are doing the

best you can. Let's just keep going.

Did you ever at any time after Paul's accident at your house ever talk to Dave about how it happened?

A. Yes. He did tell me.

Q. Okay. How many times have you talked to Dave where you heard Dave's version of it? Just once or more than once?

A. Maybe more than once.

Q. How many times?

A. I don't know. Twice.

Q. Okay. When was the first time after the accident that you spoke to Dave about how it happened? The next day, days later, how soon after the accident?

A. I don't remember.

Q. Do you know if it was within days of the accident?

A. No. I don't remember.

Q. Okay. Was it within at least a month after the accident?

A. Yeah. Probably.

Q. Okay. And was it at your house?

A. Or was it on the phone. I don't remember if it was.

Q. So it was either in person or on the phone?

A. Right.

Q. Okay. Do you know if anybody else was a party to that conversation meaning overheard that conversation?

A. No. Just me.

Q. So Dave would have either called you or he would have been at your house and he would have told you this, right?

A. Right. Correct.

Q. Okay. What did he tell you?

A. What happened. That he was out there with Paul, that Paul was helping him. David was using the chain saw and Paul was holding the branches and they had been cutting out there for awhile branches and everything seemed to be okay and then the one branch that when the accident happened that Paul was holding, Paul had repositioned his hand at the split second and moved his hand up on the branch because I guess it was flexing and he just instantly and then David was in the position, it only takes a second and that's how he ended up injuring his arm because Paul had moved his hand out of the position.

Q. So Dave blamed Paul for the accident then?

A. If he didn't move his hand -- They had been cutting for an hour and everything was going fine until this one incident happened, yeah.

Q. So the reason for the accident then according to Dave was because Paul was moving his hand and he didn't know he was moving his hand and he cut the hand or the arm with the chain saw, correct?

A. Right. Right.

Q. And, again, and if you don't know, that's fine but you don't know how long after the incident occurred that Dave first told you this, do you?

A. Well, it wasn't that day because he was all upset.

Q. I am just asking how long, if you know.

A. I don't know. Maybe a couple weeks. I don't know or next week, the week after.

Q. Okay. And you said maybe a couple times Dave had told you this, correct?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. When was the next time?

A. Well, I don't know. He probably told -- I don't know. Maybe before -- Well, I think it was

probably before he got the letter from you in December, you know. Up to that point, you know, he just thought that things would not end up this way not knowing, you know, and then when he found out the way he knew it happened and he told me and he knew what Paul had said the way it happened, he was kind of upset.

Q. Okay. But my question was: When is the next time you spoke to him? Hold on. You got to let me --

A. I am thinking.

Q. My question is: When is the next time after this first time of one or two weeks after the accident when is the next time you heard Dave express his version of the accident?

A. Probably a couple months went by.

Q. Okay. And that was after he heard Paul's version of the incident or not?

A. I think so. Yeah.

Q. And Dave got mad after he heard Paul's version of the incident?

A. He was kind of upset.

Q. Did he tell you why he was upset?

A. For what's written -- because he figured if Paul hadn't moved his arm forward to reposition on the branch David would have never cut him.

Q. Is that what Dave said to you?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. See, this is what I am trying to find out. I am trying to find out everything that Dave said describing the incident and his feelings versus Paul's version of the incident. That's what I am trying to find out.

A. Right.

Q. I don't want to know your version. I want to know what Dave said.

A. No.

Q. So Dave told you he is upset because he heard of Paul's version which is different from his version of the incident, correct?

A. Uh-huh.

Q. Is that correct?

A. Yes.

Q. Anything else that Dave discussed with you regarding how the incident occurred or his feelings regarding how Paul described the incident?

A. No. I mean, no. He just -- What he had said what his version was and knowing what Paul had said.

Q. Do you know what Paul's version is? Do you?

A. Well, I don't know if I put my foot in my mouth now because --

MR. BARCH: I think he is asking you what you have heard about Paul's version.

THE WITNESS: The version that I know is that Paul is saying that he was holding the branch and threw it down on the ground, that David had revved up the chain saw and came towards him to cut the branch that he didn't even have. He had already thrown the branch down on the ground. What would that make it seem like, David didn't even see his arm was there and that the branch --

BY MR. MAST:

Q. Carolyn, I don't want to get into an argument about what happened, okay. That's not my purpose here. What I am trying to find out is who told you what, when and how. Okay. That's what I am trying to find out. What you think makes sense or what I think makes sense is not the topic today, okay.

The version that you just described, whose version is that?

A. That's what Paul had said in his -- one of his -- Paul had said.

Q. In what? When did he tell you?

A. No. To your -- you, to the lawyer or in some kind of --

Q. How do you know that?

A. Because my lawyer told me.

Q. Okay. All right. Sorry.

MR. BARCH: Here's the thing, let me just say this, Carolyn, if he is asking you questions which require you to relate what I have told you --

THE WITNESS: Yes.

MR. BARCH: -- don't give that information. He is asking you about other people. Not about what you and I have talked about.

BY MR. MAST:

Q. All right. So let's go back. Okay. What I want to try to find out is this: I want to know everything Dave told you and everything Paul told you and everything anybody else might have told you other than your attorneys, okay? That's what I am trying to find out, three things. We have gone pretty far with regard to Dave so I am going to follow that up by saying: Have you told me everything that Dave has told you concerning the accident or Paul's injuries?

A. Yes.

Q. Is there anything else you want to add to that other than what you have already told me?

A. No.

Q. Regarding Dave now. Is that it?

A. Yes.

Q. Okay. So Dave has never told you more about what he thinks as far as Paul's injuries, nothing more? You have never told me anything about that.

A. You mean if David knew the extent of Paul's injuries?

Q. Yes. Has he discussed that with you at all?

A. He only knew, too, the day of when it happened what I had told him what I learned from the --

Q. ER?

A. -- from the hospital, from the ER.

Q. That's all Dave knows?

A. That's all he knew until all this started to unroll, right.

Q. Right. So you have told me now everything that Dave has ever told you regarding the incident and how it occurred and medically how Paul was injured from it, correct?

A. Yes.

Q. Okay. And there are only two times that Dave

really discussed the specifics of how it happened and both times he told you that Paul was shifting his hands when he was lifting this chain saw up and caught Paul on the arm, correct?

A. Correct.

Q. Okay. Dave never accepted responsibility for this accident then in your view, correct? He did not believe he was responsible for it; is that correct?

A. Correct.

Q. Okay. And he never accepted responsibility for it to you as far as you knew, correct?

A. Correct.

Q. Okay. How many times now have you talked to Paul about the incident after his accident?

A. I have never talked to Paul. The only time I talked to Paul was after it happened a few days and I went by to see how he was feeling and when he was going to get his stitches out and I maybe talked to him on the phone maybe once.

Q. All right. Well, see, this is my confusion. I asked you how many times you talked to Paul since the accident about this and you said I never had and you mentioned two times.

A. Well --

Q. Stop. Stop. So we got to go through those, okay? So it's your testimony that you only spoke to Paul twice after this accident?

A. Yes. Twice.

Q. Right?

A. Right.

Q. Not any other times than two times, right?

A. Just twice.

Q. Okay. Before the accident, let's say a year before the accident, how many times did you talk to Paul?

A. I don't know. A few times.

Q. Okay. So talking to him twice after the accident, is that within a year of the accident, after the accident?

A. The time span which I did talk to him was probably when it happened into the late part of the year. Well, no. It was probably when I first talked to him --

Q. You are not listening to the question.

A. I know. I am going off the edge again.

MR. BARCH: He is talking about a different timeframe than you are.

BY MR. MAST:

Q. From the day of Paul's accident during the time that you talked to him these two occasions about the accident, how much time elapsed? Just --

A. A couple weeks only.

Q. Okay. So the two times -- the two times you talked to Paul about his accident with the chain saw was within a couple of weeks of his accident, yes?

A. Right. Correct.

Q. And that would have been sometime still in July of 2011, right?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. And you have not talked to Paul since July, 2011 until today, correct?

A. I did in September.

Q. So there is another time?

A. He came by my house.

Q. September of what?

A. 2011, that year.

Q. So there is three times you talked to Paul?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. So since September of 2011, have you talked to Paul until today?

A. No.

Q. From the time of Paul's accident until today you have talked to him only three times?

A. Correct. Yes.

Q. Have they all been in person?

A. Two are in person.

Q. One was on the phone?

A. One was on the phone that I remember.

Q. Okay. All right. So let's start with the first time you talked to Paul after his accident about the incident, okay?

A. Uh-huh.

Q. You say that was a couple weeks later?

A. It was probably -- It's before he had stitches out even so it was within a week.

Q. Okay.

A. When I had seen him in person.

Q. And was it at your house or where?

A. At his house.

Q. You visited him?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. And how long were you at his house?

A. I don't know.

Q. Couple minutes?

A. Maybe. I don't know. I was visiting maybe an hour.

Q. Okay. And how much time did you spend of that hour talking about the incident?

A. I only asked him how he was doing.

Q. Okay. And what did he say?

A. He says that he seems he is doing okay but of course it hurts and I says, well, I can understand that, you know, and that was about it. He didn't go on and elaborate anything.

Q. Okay. At any time during that first visit with him, within a week of the incident, was it ever discussed how the accident occurred?

A. No.

Q. Okay. And other than him saying, okay, it still hurts, did you ever talk more about his injury?

A. No. Other than that one time I called him on the phone.

Q. No. No. I am just talking about --

A. No. No.

Q. You met with him --

A. No.

Q. When you met with him a week after the accident and visited for about an hour at his house, the only thing you talked about regarding his injury was, okay, it still hurts. That's all he said?

A. Right. Correct.

Q. So the rest of that visit was unrelated to this incident or his injury, correct?

A. Correct.

Q. It was just being friendly talk?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. Okay. Who was present during that visit?

A. His mother.

Q. Was she -- Was she able to hear the words that were exchanged between you two?

A. She was sitting right next to me.

Q. Okay. Anybody else present?

A. I don't remember. I think she was just home.

Q. Did Paul ever suggest at any time since his accident that he was wanting you or Dave or anybody to

say something in order so that he can get a lot of money in the case? Did he ever say anything like that to you?

A. To me, no.

Q. Did he say it to somebody else?

A. You mean so he could -- Well, you can say it's hearsay again. How can I prove it? Paul had said something to David.

Q. And Dave told you that?

A. David told me that.

Q. So I understand that. I know that already but you didn't hear Paul say that. You heard Dave tell you that he said that?

A. Right.

Q. You knew they were -- Hold on. You are not -- you did not -- Let me say the question again. You have not heard Paul at any time say anything like that, correct?

A. Correct.

Q. You have not heard Paul ever say since his accident that he wanted to try and make money, he wanted to try to stay off of work, he wanted to try to get people to help him get the money or anything like that? You never heard any of those conversations from

Paul, have you?

A. No.

Q. Okay. You heard them indirectly from Dave to you, correct?

A. Right.

Q. Okay. So you are not a witness to what anything Paul said regarding those issues of trying to make money or trying to not have to work the rest of his life or any of those kind of things, you never heard any of those things from Paul, did you?

A. No.

Q. Okay. And the only person you have heard that from is from Dave, correct?

A. Right.

Q. All right. Wherein Dave said, hey, Paul told me he wants me to say this to try to get him more money, something like that?

A. Uh-huh.

Q. Right?

A. Right.

Q. Did you ever report that to anybody that Paul said that?

A. I don't know if I mentioned it to Ron or not.

Q. Your attorney?

A. Yeah. My attorney.

Q. Okay. Did you ever mention it to anybody else?

A. Well, if I mentioned it to my husband, he probably won't remember anything.

Q. Okay. Anybody else?

A. No.

Q. Okay. All right. So far we talked about that one visit, the first visit, with Paul after the accident about a week later, you had an hour over at his house and there wasn't a lot discussed about the accident, correct?

A. No.

Q. Correct?

A. Correct.

Q. Okay. The second time you met with him it was again in person?

A. Yes. It was in the end of September of 2011.

Q. No. I thought you met with him two times, though.

A. Yes. When he -- you wrote down three times in that year. It was three times.

Q. We are on the second time. September was the third time.

A. Okay. It was on the phone.

Q. Let's go back because now we are all unclear again because of that.

The first time you spoke to Paul after the accident was when you visited in his home about a week later for that hour for that visit, right?

A. Correct.

Q. The second time was on the phone call?

A. Yes.

Q. How long after that first visit with him was that phone call?

A. Not long. I can't say.

Q. A day, a week, a month, a year?

A. I don't know. Maybe two weeks.

Q. Okay. And that was a telephone call did you make to him or he made to you?

A. I called him.

Q. Why did you call him?

A. Just to see how he was doing. How -- He had his stitches out, you know.

Q. So what was said?

A. Well, he says the stitches are out and he seems he is doing okay and left it at that.

Q. Did he say he is recovered?

A. No. I can't -- No. No.

Q. Did you know if he still had problems with the injury or not or you don't know?

A. I don't know.

Q. Okay. How long was that conversation on the phone?

A. Probably a few minutes only.

Q. Did Paul ever discuss the specifics of how his chain saw accident occurred?

A. No. Not to me, no.

Q. Did he tell you what he thinks Dave did wrong in that accident or causing his injury or anything like that?

A. No.

Q. Did he ever suggest that he wants to try to make money out of this case in that conversation?

A. No.

Q. Or any other conversation did he ever suggest that?

A. No.

Q. Okay. Did he ever ask you for your insurance information?

A. I offered it to him.

Q. When?

A. Right after the accident happened.

Q. You mean while he was still on the way to the ER or that week later?

A. No. After the fact. Yeah. Maybe after a week. After a week later.

Q. I am trying to find out when.

A. A week later.

Q. When you went to his house?

A. Possibly. I gave him -- yes.

Q. Wait.

A. I can't remember.

Q. Hold on. We are talking about the times you spoke to Paul and there was only three times. It's got to be the first time, the second time or the third time that you offered your insurance information to him.

A. It must have been when I went over to the house then because I remember writing stuff down.

Q. The first time?

A. The first time.

Q. Okay. So during that hour conversation with Paul at his house, you said, here, I will give you my insurance information, right?

A. Right.

Q. Did he thank you for it?

A. I guess. Yeah.

Q. Was he polite?

A. He was polite, yes.

Q. Was he trying to make more out of the case than you thought?

A. No.

Q. Did Paul ever make you feel uncomfortable in the way he described his accident or what his injuries were?

MR. BARCH: I object. She said he didn't describe it to her.

BY MR. MAST:

Q. Well, in any way that he described his injuries or the accident did he ever make you feel uncomfortable like he was trying to make more out of it than he should?

A. No.

Q. Okay. So we talked about your first visit with him at his house for an hour. We talked two weeks later the telephone call for a few minutes and all he said was he is doing okay and that was about all that was discussed, right?

A. Right.

Q. No specifics regarding the accident?
A. Okay.
Q. Then the third and final conversation you had with Paul was in person, correct?
A. Yes.
Q. September, 2011?
A. Uh-huh.
Q. Yes?
A. Yes.
Q. And where was that?
A. At my house.
Q. So he came over to your house?
A. Yes.
Q. Was he alone?
A. Yes.
Q. Was anyone else other than you and him present?
A. Just me and him.
Q. Okay. And how long was that conversation?
A. Well, he wasn't there too long. He was taking a tiller off the back of his truck by himself that's two and a half feet off the ground.
Q. Off the back like a pickup truck?
A. Yeah. The vehicle that Mike came in here. I

don't know what you would call it. It's like a suburban and he had a flatbed on the back of it attached.

Q. He had a trailer on it?

A. Yes. A flatbed.

Q. And the tiller was it one of those garden tillers?

A. No. It was a big tiller.

Q. Well --

A. It's not a Mantis. A Mantis is a little tiny thing. This is a full size tiller, probably about this wide.

Q. Three feet wide?

A. Yes.

Q. Does it have wheels?

A. Wheels? You mean --

Q. Does it have wheels to roll it on?

A. Yeah. When you have to till, you got to have wheels. Okay. It got wheels on it. It's a tiller, yeah.

Q. All right. Do you know how much it weighs?

A. I asked him if he needed help.

Q. That's not what my question was.

A. No. I don't know. It probably weighed,

what, 200 pounds at least.

Q. Okay. Had you ever lifted it or moved it around yourself?

A. No.

Q. Who was going to use it?

A. Paul used it at his house to till his garden.

Q. Who was going to use it at your house?

A. He brought it back to my house so David could pick it up and bring it back to his house.

Q. So Dave was going to use it?

A. It was his.

Q. It was Dave's tiller?

A. It's Dave's tiller.

Q. So apparently Dave had let Paul use it before the accident, right?

A. No. It was after the accident. He had a big garden. It was time to till the garden --

Q. You are not letting me take you through this because I got to ask the question before you are answering me otherwise your answer doesn't mean anything.

A. I know. Okay.

Q. Do you know when Dave first lent this tiller to Paul?

A. Probably the beginning of September I'd say.

Q. Do you know that for sure?

A. I am only basing it on the fact that the garden was done and he wanted to till up his garden.

Q. Who is "he"?

A. Paul wanted to till up his garden and he asked David if he could use his big tiller.

Q. Do you know when Dave asked or when Paul asked Dave to use the big tiller?

A. Beginning of September maybe.

Q. Why? Were you there when Paul asked Dave that? How do you know that?

A. He brought the tiller back from his house the day --

Q. Paul did?

A. -- that David had borrowed him.

Q. I need names so I know who you are talking about.

A. David's tiller he borrowed to Paul to till up his garden.

Q. This is my question: Do you know when Paul borrowed the tiller?

A. In the beginning of September.

Q. How do you know that?

A. Because David said that Paul had the tiller.

Q. Okay. That's what I am trying to find out.

A. Okay. All right.

Q. So your -- the basis for what -- your thinking that Paul used the tiller beginning in September of 2011 was what Dave told you, right? You didn't have direct knowledge of that. You just knew it from Dave, right?

A. Right. I just knew that Paul had it. Right.

Q. Okay.

A. Yes.

MR. BARCH: Just, Carolyn, you don't have to feel bad if you don't know when he got it or how he got it. It's okay.

MR. MAST: It's not a big deal. I am just trying to find out.

THE WITNESS: Okay. So probably. Yeah.

MR. MAST: I am just trying to find information out.

BY MR. MAST:

Q. Okay. All right. So what you are saying is sometime in September Dave said Paul is borrowing my tiller, is that what you are saying?

A. Right.

Q. Okay. When Paul began to use it, you don't know, right?

A. No.

Q. You don't know who was using it over at Paul's house?

A. No.

Q. You never saw Paul use it, did you?

A. No. No.

Q. So who used the tiller over at Paul's house you don't know?

A. No, I don't.

Q. Okay. But Paul brought it back to your house to return to Dave, correct?

A. Yes.

Q. And that was in September, 2011?

A. Correct.

Q. Okay. And how long was Paul at your house that day?

A. I don't know. Not long. A few minutes maybe.

Q. What's that mean, a few minutes?

A. Okay. 15 minutes he was there.

Q. Was he inside your house or just outside?

A. He was outside.

Q. During the 15 minutes he was at your house, were you with him that entire time?

A. Yes.

Q. Was anybody with him at that time?

A. No.

Q. So just you and him again?

A. Right.

Q. Okay. And that visit was meant only for Paul to drop off the tiller?

A. Correct.

Q. Okay. Did you and Paul engage in any conversation about the chain saw accident, how it occurred or his injuries as a result of that?

A. No.

Q. Okay. So the only conversation that you had with him pertained to returning the tiller?

A. Yes.

Q. Okay. And what was said then regarding that issue?

A. I just said that tiller looks awfully big and it's pretty heavy. I says would you like me to help you take it down and my husband I believe was not home at the time so I was there and he says no. It's okay. I can do it.

Q. Okay. Were you there when he took it down?

A. Yes.

Q. Okay. How high was the trailer off the ground? About a foot and a half, foot maybe?

A. About two feet maybe.

Q. About two feet?

A. Yeah.

Q. Okay. And is there a ramp off of the trailer or does he have to roll it off or how does he get it off?

A. There was no ramp.

Q. Okay.

A. It was just the flatbed, you know.

Q. So how did he get it off then?

A. He picked it up.

Q. Okay. He picked the whole tiller up with both arms?

A. He picked it up, yeah. How else do you pick up 200 some --

Q. Listen, Carolyn, I am just trying to find out. I am not going to assume anything so don't get upset with this but I have to go through the steps of what happened, okay?

A. Uh-huh.

Q. You watched him pick up the tiller?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. I need a yes or no, okay?

A. Yes.

Q. Did you watch him pick it up with both arms?

A. Yes.

Q. Okay. Did he wrap his arms around the engine and the wheels or just around the top handlebars?

A. Like that. Around the engine and the top so he could get it down.

Q. Okay. Was the engine of the tiller up by the edge, the rear edge of the trailer when he picked it up or was it in the middle of the trailer? Where was it?

A. It was towards the back.

Q. Did he pick it up from standing on the ground or from standing on the trailer?

A. I think he was on the ground and because it was towards the edge so he was on the ground where he could, you know, grab on to it.

Q. So as I understand from you, the tiller is at the end of or the back of the trailer which is an open

ended trailer, right?

A. Correct.

Q. Paul takes his arms and wraps it around from standing on the ground?

A. Right.

Q. Which is a foot or two feet lower than that?

A. Right.

Q. Correct?

A. Right.

Q. Wraps his arms around the engine and the wheels, that whole compartment, picks it --

MR. BARCH: I think she said he grabbed the handle and then the engine at the same time.

MR. MAST: Did he?

MR. BARCH: She reached like that.

THE WITNESS: He put his hand here and here so he'd have leverage to put the thing down on the ground.

BY MR. MAST:

Q. Here and here, I don't know what that means. Hold on. I need to follow this up with a question, okay?

Where was Paul's left hand or arm with regard to the tiller when he picked it up? Was it on

the engine part of it or was it on the handle or where?

A. I'd have to -- I don't know.

Q. Or don't you know?

A. I don't know. I know he had to use both hands to take it down.

Q. Okay. Where was his right arm when he picked up the tiller, on what part of the tiller?

A. Towards the heavier part.

Q. His right arm.

A. Where the engine is at, you know.

Q. Okay. You don't know where his left arm was but his right arm was by the heavier part of the engine?

A. Yes because, let's see, if I was standing in my driveway, yeah, and his back was that way, his right arm was here and the other arm would have been up.

Q. Up where, on what?

A. Well, towards the handle part of the tiller. It was like a bar.

Q. When you were looking at this, were you watching him do it?

A. Yes.

Q. What part of his body was facing you when he

was doing this?

A. His face was facing me. He was facing -- I was looking like I am looking at you.

Q. Right.

A. Okay. And --

Q. So let me stop you. So he had his pickup truck with him, right?

A. Uh-huh.

Q. Yes? I need a yes or a no.

A. Yes.

Q. The trailer was on the back of the pickup truck and he pulled into your driveway, right?

A. Right.

Q. And you are in the front of the house looking toward him, right?

A. Yes.

Q. So if he is at the back of the trailer, you are saying he'd be facing you, right?

A. Right.

Q. Okay. And then he'd have his left arm up somewhere maybe by the handles and his right arm surrounded the engine of the tiller, right?

A. Right.

Q. And then did he just pick it up?

A. Yeah. He picked it up and put it on the ground.

Q. Okay. How high off of the bottom of the open trailer did he pick the tiller up?

A. I am not quite sure.

Q. Okay. Then did he just shift himself around and let it straight down after he moved over from above the trailer?

A. No. He didn't -- He lifted it off and put it on the ground.

Q. That's what I am saying.

A. Yeah.

Q. When he lifted it up, did he back up ten feet? Did he just turn around and twist himself and drop it next to him? How did he drop it to the ground?

A. I don't remember the exact procedure.

Q. Okay. Okay. But after he picked it up and moved away from the trailer, he put it back on the ground then, right?

A. Right.

Q. Okay. And then what did he do with it?

A. And then we put it in the garage.

Q. "We put it," who put it?

A. I think he pushed it into the garage for me.

Q. On its wheels?

A. Yeah. On the wheels.

Q. Did it have rubber wheels, plastic wheels? What kind of wheels did it have?

A. It has rubber wheels on it I believe.

Q. And who has that tiller today?

A. David.

Q. Okay. Again, that visit in September, 2011 where Paul was dropping off the tiller never included any conversation about the chain saw accident or his injuries, correct?

A. No. No.

Q. Is that correct?

A. Yes. Uh-huh.

Q. So you have now told me everything, every communication and every visit that you have had with Paul since his accident, correct?

A. Right. Correct.

Q. At no time then did Paul ever describe for you how the specifics of the accident occurred; is that correct?

A. Correct.

Q. Okay. Okay. And how long have you known

Paul?

A. Ever since he was in high school.

Q. So for over ten years?

A. Ten years. Paul is 45 and I have known him ever since he was probably 18 or 17.

Q. So over 20 years then. Have you always known him to be a trustworthy, credible person?

A. Yeah. As far as I know, yes.

Q. Do you today -- And I know the lawsuit is here so I understand. That's fine. And you are kind of a defendant in the lawsuit so I get that but if you put the lawsuit aside, do you still consider him a friend or are you thinking of him in more negative terms now because of all of this?

A. Negative.

Q. Why do you think of him in negative terms other than the fact that you are named in a lawsuit? What's the reason?

A. Because, I mean, it happened as a bad accident of course and you know --

Q. Wait. It happened -- What?

A. It happened as a bad accident but when I heard from the ER on how the injuries went and then as time went on, many months went by, it wasn't until

December we knew that Paul had gotten your services that there was anything that would come to this recourse and he never said anything to me about the accident either thinking that his arm, you know, might just -- you know, thank God it was okay and then all of this came out, so.

Q. I mean, you are not a doctor and I am not a doctor --

A. No.

Q. -- and I guess we have to defer to what they think.

A. Uh-huh.

Q. What you are basically saying is you thought it was just a relatively small injury, right?

A. What about EKGs?

Q. Again, I am not going to get into the --

A. Medical. Forget that.

Q. -- into the medical. All I am asking you is -- My question is: Why are you now kind of feeling negative toward Paul today? What is the issue? Is it because you thought this wasn't much of an injury or you just don't think Dave did anything wrong or what? What is the reason?

A. Well, usually I have had those tests done.

Q. Listen, I don't want to get into all that.

A. It's because of the testing that he had done it proved that he didn't have any nerve damage done at one point and then along the way it all happened and then he --

Q. So your negative feelings toward Paul today is because you think that the medical treatment that he is getting isn't related to this accident but he thinks it is. Is that what you are saying?

A. I am saying that his EKG that he had done to prove nerve damage didn't show positive, so.

Q. That's up to his doctors to talk about.

A. Oh, I see. Okay.

Q. That's not him. He is not a doctor. He is not going to testify to his EKG. You know --

A. Okay. Fine.

Q. He doesn't know --

MR. BARCH: Carolyn, slow down. Answer the question. He wants to know why you view him negatively. Is it just because of the lawsuit and his claimed injuries or is there something more?

THE WITNESS: It's just the claim from the lawsuit.

BY MR. MAST:

Q. The injuries?

A. Yes.

Q. The injuries issue, right?

A. Right.

MR. MAST: Okay. I don't have any more.

MR. ACCARDO: I got nothing.

THE WITNESS: He probably had enough of me already probably. Good thing I ran out of water.

MR. BARCH: Hold on one second.

MR. MAST: How do you feel about me, negatively?

THE WITNESS: I don't feel negatively about any of you guys. I am just glad I am not a lawyer, I am not a doctor, I am not a police officer.

MR. BARCH: Let's not talk about things that are not associated with the deposition on the record at least.

THE WITNESS: Okay.

EXAMINATION

BY MR. BARCH:

Q. With respect to the tree branches, the size of the trees, the size of the branches that were being cut, those were all estimates that you gave, correct?

A. They were, yes.

Q. You didn't go out there and measure any of this stuff?

A. No.

Q. Okay. And with respect to David using the chain saw that day that Paul was injured or the day he cut the apple tree up or the day he cut up the branches from that larger tree, did you feel that you had any skill that you could give to him? Did you feel you could teach him anything about the use of chain saws because you had never used one?

A. No.

Q. Did you at any point see anything in connection with David's use of a chain saw that was a concern for you based upon what you did know, if anything, about using chain saws?

A. No.

Q. Was there anything about the way David was using a chain saw that you suspected was dangerous?

A. No.

Q. Did you feel like -- Knowing that Paul was out there that day, knowing that David was out there the day he, Paul, was hurt, did you believe there was any -- did you feel compelled to tell them that they could be hurt by a moving chain blade?

A. No.

Q. Did you think that -- did you believe that was something obvious?

A. Right.

MR. BARCH: That's all I have.

MR. MAST: Okay.

MR. BARCH: We are going to probably reserve signature on this one.

(FURTHER DEPONENT SAITH NOT.)

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.	)	

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

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.

I further certify that I am neither counsel for nor related to or employed by any of the parties to this action and that I am not a relative or employee of any counsel employed by the parties hereto or financially interested in the action.

Paula Ann Erickson
Certified Shorthand Reporter
Registered Professional Reporter
License No. 084-003899
Notary Public

Dated this 9th day

of April, 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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* * * * * *

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(Witness sworn.)

MR. MAST: All right. This is the discovery deposition of David Gagnon taken pursuant to notice in accordance with the applicable rules.

WHEREUPON:

DAVID A. GAGNON,

called as a witness herein, having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. MAST:

Q Mr. Gagnon, I'm Hans Mast. I represent Paul Dulberg. I'm going to ask you some questions regarding this chain saw incident. Start out with some background information. I just want to make sure -- And I imagine you've never given a deposition before; is that correct?

A I have on my own behalf. I was in a car accident several years back.

Q Okay. So you know the process?

A Fairly well, yeah.

Q Okay. So really the process is simple. Questions and then you answer the questions and we go back and forth until we're done, okay?

A Okay.

Q I want to make sure, though, that your answers are responsive to my questions. So if you don't understand the question, let me know. Otherwise if you answer it, we're all going to assume that you understood the question, okay?

A I understand.

Q Okay. Let's see what else. You're aware obviously of Paul's accident that this case is all about that happened, I think, at your parents' house during some chain saw work at their house? You're aware of that?

A Yes, I'm aware of that.

Q Okay. And I believe, and you can correct me if I'm wrong on anything obviously, but I believe it happened June 28th, 2011? Does that --

A Yes.

Q -- sound right?

A Yes, that sounds correct.

Q Okay. Do you remember what day of the week that was?

A No, I do not.

Q Was it Saturday or Sunday?

A No, it was not. It was during the week, I'm quite sure.

Q Okay. I'd like to start now and go through some background information. So why don't we start with this: What's your date of birth?

A 4-3-67.

Q And that makes you how old today?

A I am 45.

Q Are you employed today?

A I am self-employed as I have been my entire life.

Q What are you self-employed in doing?

A I do auto restorations and collision repair.

Q Do you do that under your own name?

A I do that under the name of Dave's Auto Body.

Q At home?

A Yes.

Q Is that an incorporation or some type of formal --

A No.

Q -- organization?

A No. No.

Q Okay. How long have you been doing auto restoration and collision repair under Dave's Auto Body, under that name?

A Probably 20 years.

Q Has it always been full-time?

A I would have liked it to have been. As work comes, I work on that; otherwise, I fill the void with other things that I can perform.

Q All right. Have you had to fill the void with other things in the last ten years?

A Yes, and I have been employed with other people in between.

Q Okay. So we'll get to that in a minute, then, okay?

A Okay.

Q What is your current address?

A 39010 90th Place, Genoa City, Wisconsin.

Q So that's right over the border here to the north?

A Yeah. 53128 is the zip.

Q Who do you live with there?

A My wife.

Q What's her name?

A Pamela.

Q Anybody else live at that address?

A No.

Q Do you have any children?

A No, I do not.

Q And your Social Security number?

A In full?

Q Yes.

MR. CALLAHAN: Can we do this off the record then?

MR. MAST: We can do it off the record.

BY MR. MAST:

Q Let's say on the record, what are the last four digits?

A 2535.

Q 2535?

A Yes.

MR. MAST: Okay. Give it to us off the record now.

(Discussion off the record.)

BY MR. MAST:

Q Did you give us your --

MR. CALLAHAN: Back on the record?

MR. MAST: Back on the record.

BY MR. MAST:

Q Did you give us your full Social Security number off the record?

A Yes.

Q Okay. All right. Do you have any criminal

convictions on your record in the last ten years?

A No.

Q How long have you known Paul Dulberg?

A 35 years.

Q And 35 years, how did you meet him? 35 years --

A Riding bicycles in a place we had deemed called the mini trails.

Q So were you neighbors, or ...

A We lived close by. He lives in Pistakee Terrace, my mother -- or my mother lives in Pistakee Terrace; he lives in Pistakee Highlands which is about, I would say, a quarter mile maybe away from one another.

Q And the mini trails were by your mother's house?

A They were closer to his home.

Q Closer?

A They were closer to his home. They were just down the road from his home.

Q Okay. And since you kind of met at the trails and you became -- a friendship arose?

A Yeah. Yes.

Q Okay. Has that friendship been in pretty

good standing since then till today?

A Yes, and as of right now I don't know where it stands. I have not spoken with him as I was directed not to.

Q Fair enough. But at least in your mind is it still in good standing -- Hold on. Let me just finish the questions. Is your friend- -- At least in your mind, is your friendship still in good standing with Paul Dulberg today?

A No.

Q Okay. And is that because of the suit?

A Yes.

Q Okay. Fair enough. Understood about that.

Until the suit was filed, okay, was your friendship with Paul Dulberg in good standing?

A Yes.

Q Had it been all the way for those 35 years until the suit was filed?

A Yes.

Q Okay. So there was never any times where your friendship was seriously tested over that 35 years?

A No.

Q Is that correct?

A That's correct.

Q Okay. And you can correct me if I say something that's not accurate, but so is it my feeling, even though you don't know what Paul's view of your friendship is, this suit being filed against you has brought negative feelings in your mind about your friendship?

A Yes, and only recently, if I may.

Q Okay. Go ahead.

A At first when it had arisen, this situation, we were still talking to one another and I was freely submitting both insurance information, whatever he requested because, you know, there wasn't a problem at that time. But things turned as Paul had said some things that didn't really go well with me.

Q You mean in his deposition or somewhere else?

A Personally to me.

Q Well, if -- I guess I've got to ask you what those things were then.

A Okay. After bringing him to the hospital after this occurrence took place with his vehicle, we had left. Myself still being very (inaudible) and my heart being concerned as to his condition because he's my friend, he turned to me just leaving the hospital

and said that we can make a lot of money at this.

Q Okay. Was anybody else present during that conversation?

A No. No.

Q Was that in your car on the way from the hospital?

A That was in his vehicle immediately leaving the hospital and still in the parking lot at the hospital.

Q Was that the same day of your accident -- of his accident?

A Yes.

Q Okay. So that would have been June 28, 2011, he was discharged out of the hospital and he was in his car?

A Passenger's seat; I was driving, yeah.

Q Okay. Did you not have a car at the time or something?

A No. His vehicle was at my house -- my mother's house, I should say, where the occurrence happened; and when we left, he said, Just take my car, so we took his vehicle to the --

Q All right. Let me stop you because I understand what you're saying. You're saying after

his injury you drove his car with him as a passenger to the hospital?

A Yes.

Q He got treated, discharged, and then you were back in his car going back to your mom's house?

A Never left the parking lot and he said that.

Q No, I understand that --

A Yes, but that's --

Q -- but that's where you were going?

A Yes. Yes.

Q All right. Let's try not to -- I'll try and won't talk over you; you try not to talk over me.

All right. So you're leaving the hospital still in his car on the way to your mother's house, right? Right? That's on the way? That's where you were going?

A Right, that's where we were going, but we still had not left the parking lot.

Q All right. I didn't say anything about where you were. I'm saying you're in the car on the way to your mother's house, right?

A Yes.

Q Okay.

A Yes.

Q But before you left the parking lot, you're in the car in the parking lot of the hospital and that's when he made that statement?

A Yes.

Q Did he say anything else during that conversation that you -- that you didn't like?

A No.

Q Okay. So that was the extent of anything that he said about financial aspects of this case?

A Yes.

Q Is that the only time he said anything about financial aspects of this case?

A No.

Q When is the next time he said anything like that?

A I had visited him shortly after because we were still in friendship, and I stopped in his home, and ...

Q How soon after the accident?

A Oh, this is about three or four months after the accident.

Q Okay.

A It was -- Now, I remember it was cold. It was winter so I can't say exactly what day, but I was

leaving and he had mentioned that, This may possibly be the best thing that could happen to me because I won't have to work the rest of my life.

Q Any witness to that conversation?

A Yes, Michael Mcartor.

Q Who?

A Michael Mcartor, who lives with him.

Q How do you spell the last name?

A Capital M small C, Artor, A R T O R or E R; I'm not quite certain of that spelling, but he resides with Paul there at his home.

Q Where Paul's living now?

A Yes.

Q Okay. And where did that conversation take place four months after the accident?

A In his kitchen where -- In his kitchen.

Q And the extent of this conversation regarding the financial aspects that we're talking about is that he said, This might be the best thing that happened to me, and what else? Was there anything else?

A Because I may not have to work another day of my life.

Q Because I what?

A May not have to work another day of my life.

Q Did he say anything else during that conversation now about the financial aspects of this accident?

A No.

Q Did he say anything else during that conversation that you found uncomfortable or wrong?

A No. No.

Q Okay. Any other things that Paul has said that you believed were wrong or had some kind of financial component to this accident other than those two that we've -- you've already described?

A There was also another instance where he visited me at my home, I believe it was in 2012 when things were going along here; we were still in conversation with one another.

Q Okay. Let me just stop you. After the suit was filed or before the suit was filed?

A It was after the suit was filed, yeah.

Q Okay.

A And he was not -- if not coaching me, reassuring me that if I did make it easier, shall we say, or ... that I would be awarded something for my cooperation in it.

Q Was there any witnesses to that

communication?

A No. No.

Q Did he say how you would be awarded?

A No.

Q Did he promise to pay you anything in exchange for your testimony?

A Yes.

Q What did he promise to pay you?

A $10,000.

Q What did he say?

A If he got a hundred thousand dollars.

Q What was the -- I need to know the exact wording of that communication so that we all can understand what he said.

A If this goes well for me, I wouldn't have a problem with giving you $10,000 if say I was to get a hundred thousand dollars.

Q Okay. Did he, though, make that hundred -- that $10,000 conditional on what you would say or just said, If it goes well for me, I'll give you 10,000 out of the hundred thousand?

A He didn't place conditions on it.

Q Okay.

A I was assuming.

Q Okay. Fair enough. That's very honest of you. I appreciate that. This is my question then -- Well, let me go further. Did he say anything else during that conversation in 2012 about anything you felt was inappropriate or uncomfortable for you or related to financial interests that he was --

A No.

Q -- talking about?

A No, he did not.

Q Okay. Any other conversations with Paul now? We've talked three different incidents now so I want to make sure I've talked about everything. Is there any other conversation you've had with Paul or contact with Paul regarding any uncomfortable or uneasy conversations or things he said relating to either financial interests or some other component of the suit or claim?

A There was one time where he came up and he was asking for information, which I gave him, my insurance.

Q When was this? Just give me a date so I know how to ...

A I cannot supply you with a date. I could say that it was before that last incident that I just

spoke of of the hundred thousand and $10,000 offering there.

Q Was it after suit was filed or before suit --

A It was after the suit was filed.

Q Okay.

A And he showed up at my residence with an iPad, which he's into techy things, things like that, and I wasn't aware that there was a camera on front and back but I was aware that there was a camera that was on and he was showing me what was being viewed on the screen, and then we proceeded into our house and it was on again. He was showing me how you can look at the front and the rear screen and me not being of much interest of this device, I just told him, Could you shut that thing off. I felt as though I was being inventoried.

Q Okay.

A So that would be the only other issue.

Q Okay. Fair enough.

A Yeah.

Q I appreciate that. Did he say or do anything that you felt was wrong or inappropriate regarding the case in and of itself?

A No.

Q Okay. Nothing about financial interest --

A Not that time, no, nothing.

Q Okay. Do me a favor, and you're doing very good so far, but you were just kind of cutting me off the last --

A I'm sorry.

Q -- part of my sentence and I want to make sure you understand the full thing I'm going to say, okay? So let's try not to cut each other off.

All right. So at least, and you can correct me if I'm wrong, as I understand it, there are just three conversations where Paul made any statements that felt -- that made you feel uncomfortable pertaining to financial parts of the lawsuit?

A Yes.

Q Okay. Or the claim; fair enough?

A Yes. Yes.

Q And that was the day of the accident where he made that one-sentence statement, correct?

A Mm-hmm.

Q Yes?

A Yes. Yes.

Q And that was four months later where he made

that statement about, This could be the best thing that could happen to me because I might not have to work the rest of my life?

A Yeah.

Q Yes?

A Yes.

Q And then there was the last thing that was in 2012 after suit was filed where he said -- although he didn't condition it, he said, Hey, if I get a hundred thousand, I'll give you $10,000 of that?

A Yes.

Q Right?

A Yes.

Q Okay. And would it be fair to say, including that last 2012 conversation, he never said, If you do this for me, I'll do this for you; fair enough?

A Yes.

Q Is that true?

A That's true.

Q Okay. So he never -- You could make the assumptions you want, and you're free to do that, okay, but my question is nothing he ever said pertained to having him wanting you to lie for him?

MR. BARCH: I'm going to object. It's

argumentative, but go ahead.

MR. MAST: Go ahead.

MR. CALLAHAN: I'll join that objection.

BY THE WITNESS:

A No, he was blatantly asking me in regards to what he was asking me to do to make it easier for him.

Q Right.

A And making it easier for him would not just be submitting the truth in my judgment, but it would be submitting to what he would want me to say so that it would be easier for him.

Q I understand what your judgment is.

A Yes.

Q This is what I'm questioning, though. My question is what he said to you, okay. You can take any assumptions you want from what he said to you; you're free to do that, okay. My question, though, is did he ever tell you that he wanted you to lie for him?

A He did not say he wanted me to lie for him, no.

Q Okay. You took that from an inference of what else he said that you've already told me, right?

A Yes.

Q Those were inferences you made from what he told you, correct?

A Yes.

Q Okay. Did you ever say, Hey, do you want me to lie for you -- Well, let me put it this way. I'm going to try to just summarize it.

Is it fair to say he never asked you to lie for him?

A That is correct.

Q Okay. Is it fair to say he never agreed to give you money in exchange for what you would say to him -- say for him?

A There is one more thing that I said that I'm recollecting now.

Q Okay.

A And I said, Well, what would you want me to say, that I was freewheeling a chain saw and I was negligent?

And he said, That sure would make things easy.

Q Okay. And when did he say that, which conversation?

A That same conversation when he spoke of the hundred thousand dollars and the $10,000.

Q So that's the 2012 conversation?

A Yes. Yes.

Q Okay. And what -- So let me get it clear now. The 2012 conversation that we've already talked about was after suit was filed?

A Yeah.

Q It says, If you would -- What you're saying he said is if he would be awarded something, say a hundred thousand dollars, he would give you $10,000 of it, right?

A Yes.

Q And now you're adding on to what else did he say?

A He -- I said to him, Well, what would you expect from me? What would you want me to say, I was freewheeling a chain saw and I was negligent? I said I would not do that. I'm going to tell the truth. And that's basically where our friendship -- I haven't spoke to him really very much or been with him or conversed with him since then.

Q All right. You're going a little further than what I'm asking, though, but that's fine. My question was, what more did he say and you told me what you said, all right, so let's just go straight

with what I'm asking. I'm asking other than, Hey, if I get a hundred thousand dollars, I'd be glad to give you $10,000 of that, other than Paul saying that, what else do you recall Paul saying in that 2012 conversation at your house?

A Nothing.

Q Oh, okay. It was just what you said then?

A That's what I said after. I sufficed by way of example, Is this what you would want?

And he said, That sure would make it easy.

Q Well, then that is something that he said. Listen, this is what I'm trying to get at, I'm trying to find out what he said, okay?

A Okay. He said nothing in response to that except he said, That sure would make it easy.

Q All right. You're interrupting me again. Let's go back at it again.

A Okay.

Q I want to go step by step because I want to try to find out everything you're going to say. I don't want there to be any stones unturned, okay?

A Yeah.

Q You told me that in that 2012 conversation he

said, If I get a hundred thousand dollars, I'd be happy to give you $10,000 of that. Is that what he said?

A Correct, that is what he said.

Q Okay. In response to that, what did you say?

A I said, What would you want me to say, I was freewheeling a chain saw and I was negligent? I said, I will not do that.

Q Okay. All right. Stop. That's what you said, okay. And then what did he say in response --

A Nothing.

Q -- to that?

Okay. Nothing, right?

A Nothing.

Q Okay. Because I thought you said that he said, Well, that would make it easier.

A Correct. I'm sorry. That was his closing statement after I said that.

Q So he did say something?

A Yes, he did. I'm sorry.

Q Okay. So let's go through it again now.

A All right.

Q Because I want to make the chronology, I want to make that correct, okay?

A Okay.

Q In the 2012 conversation at your house you said that Paul made a statement that, If I get a hundred thousand dollars of this, I'll give you -- I'll be happy to give you $10,000 of this -- of that. Is that what he said?

A Correct.

Q Okay. In response to that you said, What do you want me to say, that I was freewheeling and negligent? I will not do that. Was that your statement?

A That was my --

MR. CALLAHAN: I thought he said freewheeling a chain saw and that I was negligent.

BY MR. MAST:

Q Okay. Is that what you said?

A Yes.

Q Okay. And then in response to that, what did he say?

A He said, That would make it easy.

Q Okay. Did he say that's what he wants you to say or did he just say those words?

A He just said those words.

Q Okay. Is that all he ever said then after

that conversation at the end of that conversation?

A Yes.

Q All he said was, That would make it easy?

A Yes.

Q Okay. All right. So we've got three conversations, one on the day of the accident where he said, We can make a lot of money at this, right?

A Correct.

Q That's all he said during that conversation that was uneasy or uncomfortable or financially motivated, correct?

A Yes.

Q Okay. Second conversation four months later, you visited him at his house, right?

A Yes.

Q And he said, This may be the best thing that happened to me; I might not have to work the rest of my life?

A Yes.

Q Is that all that he said that was uneasy or uncomfortable or related financially to this case?

A Yes.

Q And the third thing was 2012 where he said if he gets a hundred, he'd give you ten and then you

said, Well, what, if I say that -- What do you want me to say, if I'm wheeling it, the chain saw, and negligent?

And he said, Well, that would make it easy.

Is that everything out of that conversation that was uneasy, uncomfortable or financially related?

A That is all, yes.

Q Okay. Have you now --

MR. CALLAHAN: Can I object? I think he did leave off that one comment, I'm sorry, the one he said, I won't do that.

BY MR. MAST:

Q Okay. Yes, and you also said you wouldn't do that after you --

A I said that I would not do that, yes.

Q After your con- -- After your response to what he said, you said, I would not do that?

A Yes.

Q Okay. Have we now covered everything that you and Paul talked about after the accident that made you feel uncomfortable, uneasy or financially related to this accident?

A Yes, that would be all.

Q Okay. Very good. That wasn't too hard.

A No.

Q Oh, one final question on those things.

A Okay.

Q Were there any witnesses to either of those three conversations other than you said the --

A Michael Mcartor.

Q Michael Mcartor was a witness to the second one four months after the accident?

A Yes, which was at Paul's home in his kitchen, yes.

Q Right. Any other witnesses to any other parts of those communications?

A No.

Q Just you and Paul and then the second conversation was with Michael?

A Correct.

Q Okay. Are you friends with Michael? Have you ever been friends with Michael?

A I've been friends with Michael probably about 25 years.

Q Are you still friends with Michael?

A As far as I know, yes.

Q Okay.

A This is not related to him.

Q So the reason you're not friends with Paul anymore is after the third conversation in 2012 where you said, I would not do that, and he said, That would make it easy, you haven't spoken to him since; but in your mind it's not friendly because of what you thought he was asking you to do?

A Yes.

Q Fair enough?

A Yes.

Q Do you know in his mind if he thinks you're still friends?

A I do not know.

MR. CALLAHAN: I'd just object as to relevancy and as to speculation.

BY THE WITNESS:

A I don't know.

MR. BARCH: Join the objections.

BY THE WITNESS:

A I haven't spoken to him. I don't --

Q Hold on. Just let them give the -- All right. They objected.

MR. CALLAHAN: You may answer.

BY MR. MAST:

Q What's your answer to that question? Do you know in Paul's mind whether he thinks you guys are still friends or not?

A I do not know. I have not conversed with him in quite a while now.

Q All right. And then that fourth thing that you talked about didn't really have to do with any statements but he had an iPad and it looked like he was videoing or something. He didn't do anything wrong during that; you just weren't sure what he was up to, right?

A Right.

Q Okay. That didn't have anything to do with any statements or anything; fair enough?

A Fair.

Q Okay. So we've covered all the statements that Paul made that made you feel uncomfortable?

A Yes.

Q Okay. All right. How long have you been married?

A I've been married since 2008, August 16th.

Q Okay. Does your wife Pamela know Paul?

A Yes.

Q On a -- like a friendly basis or just sees him every now and then? I mean, how would you describe her knowledge of Paul, just passing?

A He's my friend and is friends with him is the same; there was never anything between us until ...

Q I mean, did she spend as much time with Paul --

A No.

Q -- as you did?

A No.

Q Okay. Her contact with Paul was just passing then? It wasn't where she would do anything with him?

A Correct.

Q Is that fair enough?

A Yeah, correct.

Q Okay. And she doesn't have any knowledge regarding any communications Paul made regarding the incident that were uncomfortable or financially motivated?

A No.

Q Is that fair?

A That's fair.

Q Okay. Okay. What's the highest level of education you have?

A I was accepted at DeKalb University. I didn't pursue it until its end, and then I went to College of Lake County.

Q You mean Northern Illinois Medical Center -- Northern Illinois University?

A Yeah, DeKalb College.

Q Okay. All right. I know, I'm just trying to connect the dots here.

You were accepted at Northern but you never went there?

A Oh, no, I went there and I just -- because of turns of events in my life, personal, I did not finish, and --

Q All right. But I'm not getting to that point. I'm just --

A Okay.

Q The question was, where did you go to -- the highest level of education, that's the question.

A I was accepted at Northern Illinois University.

Q You weren't just accepted. You went there, right?

A Yes.

Q Okay. How long did you go to Northern

Illinois University?

A Two months.

Q Okay. And what program were you there, just general?

A Program?

Q What type of degree? What program?

A Oh, engineering.

Q Okay.

A Mechanical engineering.

Q Okay. And what year was that, approximately?

A That was 1985.

Q Instead of going to DeKalb or at least after two months of going to DeKalb, where did you go after that?

A I pursued employment as an auto body worker.

Q With who?

A It was called Lakeland Autobody. It was in Volo, Illinois.

Q Are they still together?

A No.

Q How long did you work there?

A Three years.

Q Doing auto body work?

A Correct.

Q Who was your supervisor?

A Owner and supervisor Brian Schuman (phonetic).

Q Brian what?

A Schuman.

Q Schuman?

A Yeah, Schuman.

Q So after two months of DeKalb, you went to Lakeland Auto?

A Mm-hmm.

Q Right?

A Yes, correct.

Q Okay. When did you go to -- You said you went to another college?

A CLC, College of Lake County.

Q When was that?

A I believe that was 1987.

Q Sometime while you were at Lakeland?

A Yeah, I was -- Yes, I was working at the auto body.

Q And how long were you at CLC?

A I want to say six months.

Q Okay. On what program?

A Same, mechanical engineering.

Q Did you finish that program?
A No, I did not.
Q Why not?
A Because I needed to earn money, and I wasn't earning enough doing -- going to school and working.
Q Okay.
A Pretty physical job, auto body.
Q Okay. Any other college education after high school?
A Completed, no.
Q Not -- I didn't say completed, any other college education after high school? Did you go to any other colleges?
A None other than the ones I had mentioned.
Q That's what I'm asking you.
A Okay.
Q You went to NIU and CLC. Any other college?
A No.
Q Okay. Where did you graduate high school?
A Johnsburg.
Q What year?
A 1985.
Q Okay. After Lakeland Auto, which I'm assuming was somewhere around -- when you finished

somewhere around 1988, '89, somewhere around there?

A Finished ...

Q When you finished Lakeland Auto, I'm assuming that was somewhere around '88 or '89?

A Yes. Yes.

Q Okay. Where did you go after that?

A I became self-employed performing the same.

Q To the present date?

A Yeah.

Q Okay.

A Yes.

Q Okay. Have you worked for anybody else during 1989 until now other than yourself?

A Yes.

Q How many jobs are we talking, lots?

A One at a machine shop, Swiss Automation in South Barrington, that was between 1999 and 2001, and then just currently last winter working at a place called Advantage Auto Body for three months. They let me go.

Q Where was that?

A That -- I'm not sure what town it is. It's in Wisconsin and about two miles from my home between Powers Lake and Burlington.

Q Okay.

A I'm not sure what town it resides in.

Q And when did they let you go?

A They let me go just at Christmastime last year.

Q 2012 Christmas?

A Yes.

Q All right. Any other employment since high school we have not discussed?

A No.

Q Okay. Do you have any training other than being self-trained on working with a chain saw?

A No.

Q So you're -- Well, let me ask you this way: How long have -- Well, strike that.

How long have you -- Strike that.

When's the first time you operated a chain saw yourself?

A Age 18.

Q Okay. About '85? No, wait. Is that '85?

MR. CALLAHAN: Yeah.

BY THE WITNESS:

A Yeah.

Q Yeah. About 1985 then?

A Mm-hmm.

Q Yes?

A Yes.

Q Yes. Okay.

Whose chain saw was that that you operated first?

A I do not recollect. We were camping, and I picked up a chain saw and was cutting firewood for the group that was there.

Q Okay. Was Paul with you at the time?

A No.

Q Okay. Have you ever owned a chain saw?

A Yes.

Q Okay. Do you own one now?

A No.

Q Okay. During what period of time did you own a chain saw?

A Oh, 2000 till 2004.

Q And for what reason did you own it and then no longer own it during those four years?

A A friend had garbage-picked it. It was an old really big chain saw that I rebuilt. I used it several times and then I sold it at a garage sale along with another unit that was just like it.

Someone wanted to fix up theirs too, so ... It was an old David Bradley chain saw; it was a very old model.

Q Wait, I missed some of that. You said you had one that you got from a friend from a garage sale but another, what was the other one?

MR. CALLAHAN: No.

MR. MAST: Sorry.

BY THE WITNESS:

A No, I had -- I had one that I operated and then I picked one up at a garage sale.

Q So you had two of them?

A Yeah, I had two of them, and I sold them both at the same time, yeah. One worked and one didn't.

Q And that was from 2000 to 2004?

A Correct.

Q Okay. During 2000-2004, did you use those chain saws on any type of continual basis?

A No.

Q They were just there for -- because you had fixed them up and you just kind of liked to have them around?

A No, they were very useful because they were large and I used them on my property to trim off a large maple branch that had fallen.

Q Oh, so you used them?

A I used the one that was working. The other one was not operational.

Q The one that was working that you owned from 2000-2004, the one chain saw that was working, you used only for your own personal use on your personal property?

A Yes.

Q Had you used a chain saw from 1985 until 2000?

A Yes.

Q Whose chain saws?

A Once again, I'm a camper and there would be a time when I would just elect myself to cut the wood, I just ...

Q Let me ask it this way, maybe it will be easier, because I know these aren't all easy questions. Before 2000, okay, when you first got your own chain saw, how many times would you have operated a chain saw over the 15 years?

A At least a dozen times.

Q Were they all during camping trips?

A Yes.

Q Okay. And they were all somebody else's

chain saw they brought to the camping site and you used them to cut up for camping wood?

A Yes.

Q Okay. And then beginning of 2000 you would use them a little bit more frequently because it was yours and you were using it on your property?

A Yes.

Q Okay. Do you have some type of forest or something on your property that you use it for, or ...

A No, I have negligent neighbors that when trees fall, they don't --

Q Okay.

A -- they don't really seem to attend to them, so I opted to do the clearing myself.

Q Okay. So you clear up a tree here and there?

A Yeah. Yes.

Q And I know there's no way -- easy way to do this, but I still have to ask the question. From 2000 to 2004 what would you estimate the number of times you used a chain saw?

A Three times.

Q All right. So up until 2004 the total times you used a chain saw was about 15 times?

A Correct.

Q Okay. All right. From 2004 until this accident in June of 2011, how many times did you use a chain saw?

A Four times.

Q And whose chain saw was it?

A The first time was a friend's, on his property; second time, again, camping; third time on my property, and the fourth and final time was at my mother's place.

Q Now, when you say your property, whose chain saw was it?

A That would be my friend Mike.

Q The first -- The first -- Well, okay. That would be the same friend that you operated the chain saw on his property the first time that you were spelling these out?

A After the 2004, yes. Yes.

Q Yeah. So beginning in 2004 when you no longer owned a chain saw, the first time you used it after that was with a friend at his house?

A Yes.

Q And that's Mike's?

A Yeah. Not Mike Mcartor.

Q No, I --

A Okay. I'm just clarifying.

Q That's fine. Okay. Second time was out camping cutting up firewood?

A Correct.

Q Third time was at your house with Mike's chain saw?

A Yes.

Q And fourth time was at your parents' house?

A Yes.

Q Okay. And was that fourth time at your parents' house the day of this incident or before the day of this incident?

A It was the day of that incident.

Q Okay. So if I were to -- and I know this isn't the easiest thing to do, but if the day of the incident was June 28, 2011, when was the last time you used a chain saw before that date?

A Oh. Datewise?

Q Some estimate, yeah. Within a month, a year, three years?

A It was a year.

Q Within a year?

A Yeah, within a year.

Q So it would have been the prior summer maybe?

A Yes.

Q Okay.

A Yeah, a storm took down some branches in my yard.

Q So that third incident after 2004, which you spelled out four times you used a chain saw, that third incident where it was Mike's chain saw on your property was the one in 2010 during the summer?

A Yes.

Q Okay. And then the next time you used a chain saw was on your parents' property on the day of Paul's accident with your parents' chain saw?

A Yes.

Q Okay. Did your parents ever attempt to educate you or train you on how to operate a chain saw at any time in your life?

A No.

Q Up till today?

A No.

Q Okay.

MR. CALLAHAN: Excuse me. You say -- Just to be clear, his parents, do you mean Mr. McGuire and Mrs. McGuire or his father and Mrs. McGuire?

MR. MAST: Okay. So those are two different

answers, I take it?

MR. CALLAHAN: Yes.

MR. MAST: All right. So we'll go through that. We will go through that.

BY MR. MAST:

Q Well, any -- All right. Whether it's stepparents or real biological parents, we'll just put them all in one group, okay.

Whether it's your stepparents or real biological parents, have your parents, meaning either/or, ever attempted to train you or direct you in the proper method or way to operate a chain saw your entire life until today?

A No.

Q Okay. Might as well go through your parents then. Bill and Carolyn McGuire, are they your parents?

A My mother is my biological mother, Carolyn McGuire. William McGuire is not my biological father.

Q Okay. So William McGuire is your stepfather?

A Correct.

Q Is your father -- your natural father living?

A No.

Q Okay. When did he pass?

A 1996.

Q Okay. I'm assuming he had never did anything with you with regard to chain saws; is that fair to say?

A We never interacted in that way.

Q Okay. Did either William or Carolyn McGuire ever interact with you with regard to how to use the chain saw?

A No.

Q Okay. Are your -- So when I say parents, since your father passed and Carolyn is your natural, I'll just talk about Carolyn and William as your parents, then, okay? Is that fair to you?

A That would be fair to me.

Q Okay. Have your parents -- What was I going to ask you? Oh, what do your parents do presently for a living?

A They're currently both retired.

Q Okay. Do you know how long they'd been retired?

A My mother, I believe, two years now. She was employed at Intermatic --

Q Okay.

A -- in Spring Grove, and William McGuire

worked for last Tempest Construction, and he was an industrial commercial drywaller.

Q Okay. To your knowledge -- and, again, we'll probably end up deposing them soon so we'll ask them, but to your knowledge do either of your parents have any expertise or experience in operating chain saws except just, you know, doing it on their own and around the house?

A They never have operated. They bought that tool specifically for that -- the cutting of the trees that needed to be done on their property.

Q And they weren't going to use it then? They were letting --

A No.

Q -- you do it?

A Right.

Q Okay. So they -- The chain saw that you were operating at the time of Paul's accident on their property, your parents' property, that chain saw was purchased by your parents for that particular project?

A I wouldn't say they bought it and then do this, they bought the chain saw because they had known that there would be -- need to be work done --

Q Okay.

A -- and I later was elected to do that.

Q So when they purchased the chain saw -- and, again, I'll ask them these questions, but I'm wondering what your knowledge is, when they purchased this chain saw, your parents, did they purchase it knowing that you were going to use it or just that somebody else and not them were going to use it?

MR. BARCH: Speculation, but go ahead, objection.

BY THE WITNESS:

A I can answer that when they purchased it that they didn't solely purchase it with intent for me to use it.

Q Wait. I missed the beginning of that.

A When they purchased that, they did not solely purchase it for my usage.

Q Okay.

A They had purchased it for trimming of trees on their property --

Q Right.

A -- and then when I was elected or became the person who did the work, I used that chain saw.

Q I understand that. My question has one little branch more to it. My question was, did they purchase it thinking somebody else other than

themselves were going to operate that chain saw?

A You would have to ask them that question.

Q So you don't know?

A I do not know.

Q Okay. Fair enough. Had you known either of your parents ever to operate a chain saw before Paul's accident?

A Neither one of them have ever operated a chain saw.

Q You know that?

A I know that.

Q Okay. What kind of -- Are they still living in the same house they were living at the time of the accident?

A Yes.

Q Okay. What kind of property is that if you describe it? Is it like a small little half-acre property, or is it a larger --

A It's a small one, third-acre residential -- what is it called? -- ranch.

Q Okay.

A Ranch home, full basement.

Q How many trees would you say are on their physical third-acre of property, if you had to give me

an estimate?

A I'm going to tell you.

Q Okay.

A Currently?

Q Yes.

A Ten.

Q Okay. Prior to the day of Paul's accident, how many trees were on that property?

A 12. Oh, 13.

Q So on the day of Paul's accident, did you take all three of those down then?

A I didn't take any trees down that day --

Q Okay.

A -- or during this occurrence.

Q Okay. I see. Just limbs?

A Yes.

Q Okay. We're going to get to that as we go here. Okay.

So even at the time Paul was injured, there were still 13 trees on the property?

A Yes.

Q But there were less limbs on the property, I take it then --

A Yes.

Q -- at the time of Paul's accident?

A Yes.

Q All right. Who took down those three trees on your parents' property after Paul's accident?

MR. BARCH: I'm going to object to the relevance, but go ahead.

BY THE WITNESS:

A Please reask the question.

Q All right. You said there were -- You said there are ten trees now on your parents' property?

A Yes.

Q And you said at the time of Paul's accident there were 13 trees on the property?

A Yes.

Q So I'm assuming three trees were taken down; is that right?

A Yes. Two were only related to that occurrence, though, and they were pine trees. The other tree that I'm saying is gone was an apple tree that was removed later by, I think, Bill. It was just a small little apple tree that was --

Q All right. Hold on. You're going way too far with my question.

A Okay.

Q My question is --

A Sorry for being all-inclusive.

Q It's okay.

A I know. I'm just apologizing.

Q No, you don't have to apologize, and let me just give you kind of an idea. You're being helpful and open, and I appreciate that. The thing is, though, I'm still going to have to go through those questions again as I go through this so it's not going to cut down the time. So I'm just trying to tell you.

A I'm in no hurry.

Q Okay. The three trees that were taken down since Paul's accident -- we'll get to when and all, who and all that -- who took those three trees down?

A I don't know.

Q Okay. Okay. Before the day of Paul's accident, so before June 28, 2011, had you known Paul ever to operate a chain saw?

A Yes.

Q Okay. How frequently?

A I don't know.

Q How did you know then if he operated a chain saw?

A I've seen him operating a chain saw.

Q Where?

A Camping, on his property, cutting telephone poles that he got for free to make use out of them.

Q Okay. Had you known him to operate a chain saw before the day of his accident in a fairly reasonable manner?

A Yes.

Q He wasn't, like, dangerous swinging it around or anything like that?

A No.

Q Okay. So he would operate it, would you say, in a safe manner before the day of the accident?

MR. BARCH: I'm going to object to --

BY THE WITNESS:

A I'm not qualified --

MR. BARCH: Let me object to the foundation.

But go ahead and answer.

BY THE WITNESS:

A I'm not really qualified to determine what safe is, I mean ...

Q Everyone has their own definition. I'm just asking you under your own belief of what safe is --

A Yes.

Q Let me finish the question. Under your own

belief of what safe is, do you believe Paul operated before the day of his accident, whatever times you saw him, the chain saw in a safe manner?

A Yes.

Q Okay. Had Paul ever seen you operate a chain saw before the day of his accident?

A Yes.

Q Where was that?

A Multiple times camping and also on my mother's property.

Q Well, let's go back then because when I asked you how many times you operated the chain saw after 2004, you only described one time on your mother's property and that was on the day of the accident.

A Does operating -- to clarify it -- include starting or actually cutting wood? Because there's --

Q Fair question but you didn't -- you didn't condition it when I asked you that before so that's why I'm going back.

A Okay.

Q We can -- I'm glad to define it any way you want. I'm just -- You didn't clarify it before so that's why I'm going back.

A Okay.

Q I asked you just recently, just the past question, how many times had Paul -- I'm trying to remember the question. How many times did Paul see you operate a chain saw before the day of his accident, right? I think that was the question. And you said numerous times, I think; is that right?

A Yes. Paul has seen me operate a chain saw before.

Q Before the day of his accident --

A Yes.

Q -- on numerous occasions?

A Yes.

Q Okay. And then you were describing when and under what circumstances?

A Yeah.

Q In addition to camping, those different camping trips, he would sometimes be on camping trips with you?

A Yes.

Q And he would see you operate a chain saw during those camping trips?

A Yes.

Q And you would see him operating a chain saw during those camping trips?

A Yes.

Q Okay. And putting the camping trips aside, had Paul ever seen you operate a chain saw any other time before the day of his accident other than on camping trips? And operate, if you want to know what definition of operate is, I'm happy to tell you that --

A Yes, please.

Q -- in my view but you can define it any way you want. Operate means using the chain saw to cut wood.

A No, starting a chain saw and making sure that it's running. That operating I thought you meant it running, not literally using it.

Q Okay. So let's -- Let me ask the question again now that we have the definition.

A Okay.

Q If we define chain saw operation as operating a chain saw so as to cut wood or cut any other object I guess for that purpose, have you now, based on that definition, ever -- has Paul ever seen you operate a chain saw before the day of his accident other than at camping trips?

A No.

Q Okay.

A No. No.

Q But when I've asked you about you seeing Paul operate a chain saw, you meant and referred to him using the chain saw to cut things, right, that was your answer?

A I've seen him using a chain saw to cut things, yes.

Q Yeah, okay.

A Yes.

Q So before the day of Paul's accident, setting aside the camping trips, Paul has seen you start a chain saw to get it running but not use it?

A Yes.

Q Okay. Under what circumstances?

A It's good to start a piece of machinery every now and then and you may --

Q Where and when? What are we talking about? At your mom's house?

A Yeah, probably in the garage there at my mom's house.

Q Because they had the chain saw?

A No, they didn't have the chain saw then. I'm -- You're talking about the chain saw that was in

the accident?

Q Okay. Let's go back.

A Or are you talking about chain saw in general?

Q Fair enough. Let me ask it this way: Did your parents purchase a chain saw to cut trees in 2011?

A I don't know.

Q All right. The chain saw that you were operating --

A Yes.

Q -- at the time of Paul's accident was your parents' chain saw, right?

A Correct.

Q When did they purchase that chain saw?

A Shortly before the incident.

Q Are we talking if the accident happened June 28th, sometime in June?

A I wasn't there for the purchase. I wouldn't know the purchase date.

Q Okay. Sometime that summer, though; fair enough?

A Yes.

Q Okay. And before they purchased that chain

saw in the summer of 2011, did your parents own any other chain saws to your knowledge?

A No.

Q Okay. So the chain saw that Paul would have seen before the day of his accident, see you start but not operate, would be the chain saw that your parents purchased in 2011 or some other chain saw?

A It would be some other chain saw.

Q Where? Putting aside the camping trips, remember I talked, putting aside that.

A Yes, in my mother's garage.

Q Whose chain saw was it?

A I don't even recollect. I, you know ...

Q Okay.

A It was a piece of machine I was starting to keep it in good working order.

Q Okay. But it wasn't your parents and it wasn't yours?

A That's correct.

Q Okay. How many times did he see you start a chain saw but not use it under your description before?

A I don't know.

Q Couple, maybe two or three times?

A I don't know. I don't know.

Q Okay. At least once; fair enough?

A At least once, yeah.

Q Okay. All right. Have you ever used a chain saw and operated a chain saw, meaning cut things for money in your life?

A No.

Q And, I mean, whether through your employment or through somebody just giving you money to do it, you'd never done it for money; is that fair to say?

A That's fair to say.

Q Okay. The work you were doing, and we're going to slowly get into that now, but the work you were doing for your parents on the day of Paul's injury, June 2011, was that work you were being paid for or not?

A Yes, I was being compensated.

Q Okay. So doesn't that -- isn't that contrary to the answer you just gave me then?

A No --

MR. CALLAHAN: I'd just object to form.

BY THE WITNESS:

A -- because you asked if I did it before that incident.

Q No, I did ever. My word was ever, but I'll say it again. Look it, I just want the truth. I don't care. If you don't understand my question, I'll restate it.

My question before, I think, if you looked at the record, said had you ever operated a chain saw for money. Now, maybe you meant before the accident --

A Yes, I did.

Q -- but I didn't phrase it that way.

A Okay.

Q So let's go back and correct it. Okay. We can do that.

The question is, ever means in your lifetime. Have you ever operated a chain saw for money in your lifetime?

A Yes.

Q Okay. And was that -- the times you did it for money, was that only with your parents?

A That one, yep, the occurrence that we're speaking of, that was the only time that I was paid.

Q The day of the accident?

A The day of the accident.

Q All right. Okay. Before the day of the

accident, had you ever cut -- Strike that. Let me -- Let me get ...

Before the day of your accident, had you ever cut any trees down with a chain saw or limbs, parts of trees, with a chain saw at your parents' house? Before the date of --

A Reask that question.

Q Pardon?

A Could you please reask that question?

Q Okay. Before the day of Paul's accident --

A Yes.

Q -- had you ever operated a chain saw at your parents' house, meaning to cut things?

A No.

Q Okay.

A No.

Q So the day of the accident was the first day in your life you ever operated a chain saw to cut things at your parents' house; fair enough?

A Yes.

Q Okay. All right. So I'm assuming, given that answer, the same answer would hold true for Paul. Paul never assisted and/or operated a chain saw to cut things at your parents' house before the day of his

accident; is that fair to say?

A Yes.

Q Okay. And I want to make sure you caught that I used the word assisted, meaning he never assisted anybody, whether yourself or anybody else, in the trimming of trees or cutting down of trees at your parents' house before the day of his accident; is that correct?

A That's correct.

Q Okay. Okay. Did Paul -- Well, let me ask it this way: How frequent in the year before the accident would Paul, to your knowledge, be visiting your parents' house?

A At least twice a month.

Q And would it be only to visit with you or would he be there sometimes when you wouldn't be there, to your knowledge?

A He would be there when I wasn't there.

Q When you weren't there?

A Yeah.

Q What was his -- and that's what I'm not sure about, what is his relationship with your parents that would make him come to your parents' house when you're not there, what's the --

A He would show up assuming that I was there and knowing my mother since they worked at the same place of employment, interacted there, that he would sit and just speak with them on a friendly basis.

Q Okay. So he was good friends with your parents?

A Yes.

Q Okay. Do you know if your parents still hold goodwill to him today or whether that has changed?

MR. BARCH: Speculation.

BY THE WITNESS:

A I don't know. You'd have to ask them.

Q Do you know if your parents have overheard Paul say anything that was uncomfortable or financially motivated relating to this claim at all?

A No, I believe that they have not.

Q Okay. And same with your wife? I think we already talked about that, right?

A Correct.

Q Okay. Would Paul have any reason, in your knowledge, to visit your parents when you weren't there? Now, I know he'd go there and you happened not to be there so he'd talk to them; but, I mean, was there anything that would take him to your parents'

house if he knew you weren't going to be there?

MR. BARCH: Speculation.

BY THE WITNESS:

A A friendship.

Q Go ahead.

A Friendship again.

Q Okay. So would there be times Paul would visit your parents' house merely to visit them and not even -- whether you're there or not?

A No, he would arrive there with the purpose of seeing me and me not being there, he would stay being congenial and friendly towards my mother.

Q Okay. And that's why I asked the other question; let me say it again. My question is, if Paul knew you weren't going to be at the house, would there be any -- ever any instance where you know that he would visit your parents' house anyway?

A That would be between Paul and my parents then.

Q So you don't know?

A I don't know.

Q Okay. That's what I was trying to get at.

A Okay.

Q Okay. Do you know if Paul ever worked at

your parents' house doing anything before the day of his accident?

A Yes.

Q What types of things would he do at your parents' house for work?

A Well, there was a large elm tree that was removed in the front yard by another provider; I do not know their name, and he said, I would like that firewood. So I helped him load it onto a large trailer and I believe that large pile of wood still sits on his property.

Q Okay.

A To some extent. He's used some of it.

Q What year would that have been?

A Just 2010.

Q Okay.

A Just before this incident where she was getting into the mode of upgrading the home, you know.

Q I get it. So it would have been the summer before this accident then?

A Yes.

Q Okay. So --

A Or it may -- it may have been that same summer.

Q Okay.

A That question would probably be better off answered by my mother.

Q So the answer is, I don't know the time, that's your answer when that happened? You don't know when that happened?

A It was before this occurrence and shortly before that.

Q Okay. But the work that you're describing in that answer that Paul did at your parents' house before the day of his accident was simply to collect wood that had already been cut up and pile it onto a truck to take it to his house?

A Correct.

Q Okay. So I guess my question was more designed toward did Paul do any work for your parents or for the property itself at your parents' property?

A Yeah, he --

Q Before the day of his accident?

A Yes, he moved a large load of wood onto a trailer removing it from their property for his own usage.

Q Okay. Just once?

A That day was the -- That day we made several

trips.

Q What day?

A I don't know exactly what day, that's what was in dis- -- and we were uncertain of as to right there but it was before this occurrence possibly that same summer.

Q All right. So this is what you're saying, you're saying before Paul's accident --

A Yes.

Q -- whether that year or the year before, there was an instance where an elm tree was cut down and Paul made one or more trips to collect the cut up wood on a pickup truck to take to his house?

A Correct.

Q Other than that, has Paul done any other work on your parents' house before the day of his accident?

A None that I'm aware of.

Q Okay. Do your parents have any experience or expertise in cutting down trees?

A No.

Q Okay. So other than hauling firewood from your parents' house on one or two occasions before the day of his accident, Paul never did any other type of errands around their house, the parents' house; is

that fair to say?

MR. BARCH: Foundation, but go ahead.

BY MR. MAST:

Q That you know of obviously.

A That I know of.

Q None?

A That I know of, none.

Q Okay. How long have your parents lived at that house?

A My mother, biological mother, has lived there since 1971.

Q And give us the address of the house so we could have that.

A 1016 West Elder, McHenry, Illinois 600, I think it's, 51 now. It may have changed.

Q Okay. And is that once -- And that's -- After your father passed, that's where she was remarried and began to live there then, correct?

A She was remarried be- -- No, she was remarried before his passing.

Q I see.

A Yeah.

Q Okay. So until you moved out of the house, you had lived at that house almost your entire

childhood, right?

A I lived there until I was 30 years old.

Q Okay.

A 29. 29. 29 years old. 1999 June 1st I moved to my new residence, which I currently live at.

Q From your -- From about four years old, right?

A Yeah.

Q Okay.

A Yes.

Q All right. And let's take you to the day of the accident. When were you first -- Well, strike that.

On the day of the accident, on the day the accident occurred, came upon you, did you already know your parents had purchased a chain saw?

A Yes.

Q Okay. And do you know the purpose of why they purchased it?

MR. CALLAHAN: I'd just object as being asked and answered.

But you may answer.

BY THE WITNESS:

A I don't know. I don't know.

Q Okay. When did you first know that they wanted you -- your parents wanted you to cut -- do some cutting with the chain saw on their property? When did you first learn that?

A Actually, I offered my services to them. They had need to rebuild a shed and with the shed down, there was an opportune time for trees to come down.

Q What shed down, what do you mean?

A There was an old shed that if -- since it was taken down because it was in disrepair, planning to put up a new one, there was an opportunity to now drop these trees where there was a clear field, clear area.

Q Fair enough. When was that that you offered your services to cut the trees down?

A Two days before the occurrence.

Q Okay. Were you at their house when this conversation arose?

A Yes, I was.

Q Okay. Was Paul with you?

A No.

Q It was just you and your two parents?

A Yes.

Q And it was discussed -- Did you bring up the

issue or did they bring up the issue?

A Well, as I've mentioned, it was an ongoing upgrading of the property and it was just discussed that now is an opportune time to do that.

Q My question was, who brought up the issue, if you know, about cutting the trees down?

A I did.

Q Okay. And it was something like, Hey, now's a good time with the shed down, why don't we cut those trees down?

A Yes.

Q Something like that. Okay. And there were three trees in particular that were --

A Two.

Q All right. Let me just finish the question. My question was, there were three trees in particular to cut down and you're saying there were only two?

A There are three trees that since that occurrence are now gone.

Q Right.

A Two of which were involved in the occurrence which were pine trees.

Q When you say involved in the occurrence, what do you mean?

A The ones that were being trimmed up, that were being considered to be removed at that time.

Q Okay. So let's go back to the conversation two days before Paul's accident when you brought up the issue of cutting the trees down, was the topic of cutting the trees down involving only two trees at that point?

A Yes.

Q And they were pine trees?

A Yes.

Q Okay. And how tall were the pine trees?

A I would -- In my best guesstimate, I would say 50 feet tall.

Q Both of them?

A Yes.

Q And they had been on the property ever since you knew?

A Yes. I watched my mother plant them herself.

Q Oh, okay. So when you were a very young child?

A Yes.

Q Okay. And what necessitated that they be removed given the rebuilding of the shed?

A At that time they had become large and an

overburden.

Q Just taking up a lot of space --

A Yes.

Q -- and in the way?

A Yes. Hanging over the area adjoining neighbors. They were a nuisance. They needed to come down. They weren't decaying at all, but they were -- they were too full.

Q So would the trees have been about over 25 years old then at the time?

A Yes. Yes.

Q But they were in good health?

A Yes.

Q So it was elective in taking them down, not a necessity, correct?

A It was a necessity as to -- Well, that was the opportune time. I mean, as I said, the shed was gone, so ...

Q I get it. I'm saying elective meaning that they didn't have to be taken down for the safety of anybody, they were being taken down more for convenience's sake; fair enough?

MR. CALLAHAN: If you know.

BY THE WITNESS:

A I don't know. I don't -- I don't really know at what point they chose to. I suggested that they come down and they chose to have me take them down.

Q Were they being taken down for any safety reason?

A No.

Q Okay. The third tree, what kind of -- The third tree that was taken down after Paul's accident, what kind of tree was that?

A It was an apple tree.

Q And that tree being taken down, at least in your view, had nothing to do with the shed issue then, right?

A Nothing at all.

Q Right?

A Yes.

Q Okay. And that's why you described earlier in the deposition the two trees, the two pine trees, were taken down in relation to this accident because you were taking trees down at the time of the accident or at least the intent was to take trees down at the time of the accident to make room for the shed?

A No, the shed was already standing before

that. It was torn down because it was in disrepair. It being torn down, it seemed as though it was an opportune time to take down these trees that were large and overgrown.

Q Okay. So you said, Hey, why don't we take down the trees now. It's a good time to take down the two trees, and they said yes, right?

A Yes.

Q Okay. Did you tell them how long it would take to do the work?

A No.

Q Did they offer you to pay you -- Did they offer to pay you some money to take the two pine trees down?

A Yes.

Q How much?

A It was a matter of hourly wage, $15 an hour.

Q Was there any scope discussed as far as how long it was going to take you to do the work?

A No.

Q Any time frame on how long it would take you to do it?

A No.

Q And the scope of the work that at least as

discussed was just taking the two pine trees down, correct?

A Yes.

Q All right. And that would include the limbs, cutting it up into wood, and then hauling it off the property?

A Not hauling it off the property; that's why I was cutting up the limbs to stack it on the property.

Q Okay. So that -- Just fair enough. I just want to get the scope of it. The scope was cutting the tree down, including all limbs and parts of the trees, the two trees, and getting them cut up into stacks and then stacking the wood?

A Yes.

Q And then that would be the end of the work?

A Yes.

Q Okay. And it only involved those two pine trees, right?

A Yes.

Q Are you aware of any photographs that show those pine trees before they were cut?

A No.

Q Or during them being cut?

A No.

Q Or after they were cut?

A No.

Q Or how they are today?

A No.

Q Okay. Once you discussed two days before Paul's accident doing the work and how much you were going to get paid, what was the next step in your preparation for doing the work?

A I by myself trimmed the trees up to about 40 --

Q No. No. You went -- You jumped too far ahead. Let me just -- I said the next step. So the next step would be two days later showing up on the property, getting ready to cut them off then, I'm assuming, right?

A Mm-hmm.

Q Yes?

A Yes.

Q Did you do anything in the interim to prepare, like go buy a set of gloves or something? I'm just trying to find out what you had to do.

A No.

Q Okay. When you cut trees of this size and nature down, do you have to wear goggles?

A I suppose that a person should.

Q Did you?

A No.

Q Did you wear a helmet?

A No.

Q Gloves?

A Yes. Yes.

Q Okay. Work gloves?

A Yes.

Q Boots?

A I can't recollect if I was wearing boots or shoes that day.

Q Okay. Any other type of particular things that you would wear specific to cutting trees down?

A No.

Q Other than gloves and clothes?

A No.

Q No. Okay.

Who decided the day that you were going to start the work?

A I did.

Q Okay. Did you just show up out of the blue or did you say, I'll be back in two days to start the work?

A I said that I'll be back and start the work on a pre- -- on the day, you know, the day I began --

Q Okay.

A -- which is two days before Paul's -- the incident happened.

Q Right. So we're two days before the accident, you talked about what you were going to do, how much it was going to cost, blah-blah-blah, and then did you say, I'll come back in two days to start the work, or how was it decided when you were going to start the work?

A It's my mother. It's kind of a free -- You know, it isn't like I've got to show up for work at 10:00 o'clock. It wasn't really decided. I showed up at my own accord and began to work.

Q That's all I'm asking you.

A And then I --

Q That's fine. So you showed up when you wanted to, right?

A Yes.

Q Okay. So there wasn't any preset day that you were going to start the work?

A No.

Q Is that correct?

A That's correct.

Q Okay. And when you showed up on June 28, 2011, was that the only thing you were going to do there that day at your parents' house is cut those two trees down?

A That day that I showed up, I was only going to trim the branches off of the trees.

Q Prepare them for, like, the next day's work of starting to cut them down?

A Yes.

Q Okay. Were there a lot of branches on each tree?

A Yes, it's a pine tree.

Q Okay.

A There's many branches on pine trees.

Q And the branches can get thick as well, right?

A Thick by way of ...

Q By way of being just thick.

A Diameter?

Q Yeah.

A No, not really. Branches --

Q I mean, we're not talking like a half an inch around. We're talking they can be several inches

around even on the branches.

A There were no limbs on that tree that were probably over 3 inches in diameter.

Q Okay. Fair enough. Let me ask that then, just it sounds like you have some understanding. Of the two trees, how many trees would you say were about 3 inches in diameter on both trees?

A How many branches?

Q Were 3 inches in diameter at one side or one end?

A Between the two trees?

Q Yep.

A Six.

Q Okay.

A The lowermost were the thickest.

Q And were you going to start at the bottom and go up or start at the top and go down?

A Start at the bottom and go up.

Q Okay. So if the first day of work -- And that was the day Paul was injured, the first day of work, right?

A No. The first day of work that I performed on those trees was the day before Paul showed up. I had already cut down all the limbs off the trees.

Q All right. Hold on. You're going too fast so --

A Okay.

Q -- let's slow down a little bit. You showed up two days after speaking to your parents to work so that would have been the day before Paul's accident?

A Yes.

Q Okay. So that would have been the 27th?

A Yes. It was preparatory work, you know ...

Q I understand that, but I want to go step by step. So on June 27 you show up at your parents' house?

A Yes.

Q Which is two days after you first talk to them about this and you showed up to do the preparatory work?

A Yes.

Q Okay. And how long were you on their property that day, on the 27th?

A Four hours.

Q And what did you do during that four hours on the 27th?

A I trimmed branches up to about 40 feet on both trees.

Q Up?

A Up. From the bottom going up.

Q You've got to let me -- We've got to go back and forth with this because I'm not going to understand you. You're saying from the ground up 40 feet high you trimmed all the trees off of those two trees -- all the branches off those two trees on June 27th?

A Yes.

Q And they were now all on the ground, those limbs?

A Yes.

Q Correct?

A Yes.

Q How many limbs are we talking?

A I don't know.

Q Like 30, something like that?

A I would say more than that. You're talking about 40 or 50 feet and if a pine tree has a limb at every foot or so, you can pretty much figure out it probably would be more like hundreds.

Q Hundreds of limbs?

A Yeah.

Q Okay. Varying sizes?

A Yes.

Q Okay.

A Decreasing in diameter as we went higher, of course.

Q Okay. And did you work by yourself on that day, the 27th?

A Yes.

Q So Paul was not on the property on that day, correct?

A Correct.

Q By the time you were working on the property on June 27th, 2011, did Paul know the work you were doing?

A I don't know.

Q Okay. When did you first talk to Paul about what work you were going to do on your parents' house with these trees in June?

A On the 28th I had made my travels to my mother's house after doing the preparatory work on the 27th, and I figured that Paul, since he was sitting idle and unemployed and we worked together on trees before, that he would possibly want to give a hand in helping me to get rid of the scrub that was already on the ground.

Q So you called him?

A I stopped by his home.

Q Before getting to your parents' house?

A Yes.

Q And was Paul home?

A Yes.

Q And did you say, Hey, I'm cutting some trees down at my parents', do you want to help clean some of it up?

A That's what I said.

Q Okay. Did you say anything else differently than what I've just said?

A No, basically would you like to give a hand at my mother's property to help me clean up the brush I cut down.

Q Now, my assumption, you can correct me if I'm wrong, but at least that conversation at Paul's house the day of his accident, my assumption is you weren't asking him to help you cut the tree down, but you were helping him deal with what was already cut?

A Yes.

Q Okay.

A Our intentions that day were not to take the trees down; it was to clean up the brush on the ground

itself that I already cut the day before.

Q Was your intention on that day, the 28th, to do any use of the chain saw?

A Yes.

Q Okay. You were going to cut up the limbs that were already on the ground?

A Yes.

Q Had you begun to cut any of the limbs on the ground the day before?

A The larger ones I had already cut on my own into sections.

Q On the 27th?

A On the 27th, yeah.

Q Okay.

A And then realized I'm going to need help.

Q Okay.

A You know, there's a lot here.

Q So the 27th now, the four-hour work you --

A Yeah.

Q -- the four-hour work you did on the 27th included trimming up 40 feet on each tree and then trimming up some of the larger limbs that are on the ground now cutting them up?

A Yes.

Q Okay. Then you get to the 28th and realize this is a pretty big amount of work to do, you could use some help?

A Yes.

Q Okay. And what specific task did you expect Paul would be needed to do at your parents' house when you spoke to him that morning before going to the house?

A There was really no outline. I just simply went to a friend's house and asked him if he'd like to help me with my chores that I was doing that day. I told him it was brush that was on the ground, and I would like to cut it up for firewood or just to get -- consolidate it into a pile so it could be stacked.

Q Were you planning on him using the chain saw at all?

A No.

Q Okay. You were going to be the one to use the chain saw?

A Yes.

Q And did he ever use the chain saw that day?

A No.

Q Okay. And I mean the day of his accident, he never used a chain saw?

A Correct, he did not use the chain saw on the day of his accident.

Q Okay. All right. Now, when you use the word brush, having Paul help you clean up brush, you mean the limbs that are on the ground that you cut the day before, right?

A Yes.

Q Okay. Not just a bunch of leaves and stuff. It was the limbs, the actual limbs themselves?

A The actual limbs, yes.

Q So the assistance that Paul was going to give since he wasn't going to be using the chain saw the day of his accident, was that to hold the limbs while you cut them up?

A It wasn't intended to be that way and I didn't direct him to do so. We just kind of got to work and that's the technique that we both were comfortable with --

Q Okay.

A -- and then from there moved forward with doing that.

Q Fair enough. So the morning of Paul's accident before you got to your parents' house when you went to Paul's house to talk to him, you didn't

talk details, you just said, Hey, Paul, I need some help cutting up some brush at my parents' house, can you give me a hand?

A Yes.

Q Okay. And he said yeah?

A He said yes.

Q Did you work on any arrangement where he would get paid or was it just for him to volunteer?

A At that time there was no questions about money.

Q Okay. What was your assumption then, if you had any?

A That maybe we can get the job done before the day was over.

Q So all the limbs that you had already cut that were on the ground, which you described as maybe hundreds, hundreds in plural --

A Mm-hmm, right.

Q -- you were hoping to at least get those all cut up that day?

A Yes.

Q Okay. And what was your assumption as far as what, if anything, you were going to pay Paul, if you were going to pay him anything? I don't know.

A Equal to what I was being paid, $15 an hour.

Q Oh, so your parents were going to pay now both of you $15 an hour?

A I was assuming that they would.

Q Okay. Did they ever agree to before Paul's accident?

A No.

Q Okay. Had you ever talked to Paul about that arrangement before his accident?

A No.

Q Okay. That was just your -- kind of your --

A Yeah, I was going to --

Q Hold on. Hold on. Let me finish the question. That was just your kind of own assumption?

A Yes.

Q Okay. Did Paul leave with you to go to your parents' house or did he come at a different time in a different vehicle?

A He came about a half-hour after I had asked him to in his vehicle. Could have been more.

Q Okay.

A Somewhere between a half-hour and an hour before he arrived.

Q Fair enough. What time did you arrive at

your parents' on the day of Paul's accident on the 28th?

A 10:00, 11:00 o'clock. Before noon.

Q Okay.

A That's the best I can recollect.

Q Okay. And how long did you anticipate it was going to require both you two to cut up these trees as you said completely?

A I have no --

Q These limbs. I'm sorry.

A I had no estimate in my mind or need to construct one. I just was going to work with a friend and get the job done.

Q Okay. Were you expecting, though, that it would be done that day?

A I was hoping. I wasn't expecting.

Q Okay. Okay. So if you arrived from 10:00 to 11:00 sometime that day of Paul's accident, you're saying Paul would arrive somewhere around 10:30 to 11:30?

A Yes.

Q And he arrived alone in his car?

A Yes.

Q Okay. And we're going to have to use some

kind of time frame that we can agree on even though we're not sure just so that we can do the chronological order of things here. So if we assume that -- and, again, I know this is just an assumption but just for the purposes of figuring out when things happened, if we assume you arrived at 11:00 and Paul arrived at 11:30, okay?

A Mm-hmm.

Q All right?

A Yes.

Q How soon after Paul arrived at 11:30 would his accident have occurred?

A I believe about an hour.

Q So if he arrived at -- If Paul arrived at 11:30, his accident happened around 12:30; fair enough?

A Yes. Or if arriving at 10:30, the accident happened at 11:30.

Q I get it. I get it. We can do that, I'm just -- I want to get the chronological time frame. So if we assume you get there at 11:00, Paul got there at 11:30, his accident happened around 12:30; fair enough?

A Yes.

Q Okay. And when Paul's accident occurred, he was in the midst of helping you cut up these trees, right?

A Yes.

Q Okay. Other than you and -- Were you also in the midst of cutting down -- helping cut up the trees?

A Yes, I was -- Yes, when he showed up, I was already in the process of working.

Q All right. So when Paul's accident occurred, both of you were working together to cut up these trees?

A Yes.

Q Was anyone else working with you two?

A No.

Q Was anyone else watching you two?

A No.

Q Were your parents in or out of the house during the time that Paul had arrived up to the time of his injury?

A They were in the house.

Q Okay. Do you know if your parents even knew Paul was over?

A Yes, they did because when I arrived I told them that Paul would be coming over to help me.

Q Okay. And that's fine but that's not quite what I was asking. Do you know if your parents knew he was actually on the property at the time of the accident?

A Yes, they did know that he was on the property.

Q How did they know that?

A Because his vehicle was parked outside and they could visually see that his vehicle was there.

Q Okay. And they can connect the dots; I get it.

A They see him. Okay. Sorry.

Q I can't talk while you're talking. Let me --

A I know.

Q My question was, at the time of Paul's accident do you know if your parents were aware that he was on their property? Even they could have looked out and saw the car, I get it, but do you know if they were aware?

A I don't know.

Q Okay. Do you know anyone that was aware Paul was on your parents' property at the time of his accident other than you?

A No, I do not know.

Q Okay. Were there any visitors or witnesses to the work on the property at your parents' house for the hour Paul was there leading up and at the time of his accident?

A No.

Q Okay. So the only witnesses you're aware of of the circumstances leading up to the accident and Paul's accident itself, the only witnesses to that are you and Paul, right?

A Correct.

Q Okay. All right. Now, I've got to ask a few questions that -- don't take it personally but these are just questions we always ask in these depositions of witnesses, okay? So it's nothing against you, it's just we always ask these.

Any alcohol to drink that day?

A I don't drink alcohol.

Q Okay. Any medications?

A None.

Q Any drugs anyway?

A No.

Q Any type of drugs?

Paul, same question for Paul, if you know, drugs, alcohol?

A Paul's not a drinker to my knowledge, and I wouldn't know about any prescribed drugs because I'm not him.

Q Okay. Did Paul seem to be acting normal leading up to the time of his accident?

A Yes.

Q Were you having any internal stressors or any problems internally for you at the time of this?

A No.

Q Okay. Were your parents keeping any type of watch over the work you were doing to kind of see how things progressed?

A No.

Q Okay. So the -- from the beginning to the end, the work that was being done by you to cut the trees up was done under your own supervision, under your own control?

A Under my supervision.

Q Yeah. Was anybody telling you what to do and how to do it?

A No.

Q Were your parents in any way telling you how to do things as far as cutting up the trees?

A No.

Q How you did it, the method and means for cutting up the trees, was that done under -- by your own control and your own decisions?

A By my own decisions.

Q Okay. The manner in which the work was being done at the time of this accident, was that done in the manner that you wanted it to be done?

A Until Paul arrived.

Q Okay. How about when Paul arrived, did he change things?

A He chose -- He chose to take up his own technique or helping, and I went along with it because we worked together in a good fashion for so many years previous to that.

Q Leading up to the time of his accident, okay, was Paul doing anything wrong working at the property?

A No.

Q Okay. Was he doing everything appropriately?

A It seemed so.

Q Okay. And did you have to criticize him or instruct him to do things differently because you were not happy with the way Paul was doing his work leading up to the time of his accident?

A No, I gave no instruction basically to him.

Q You left it up to him to do the best for him and you did the best for you?

A We've worked well together in the past. There was no need for instructions. It was a mutual understanding of two men working together.

Q Okay. But is my question correct, you left Paul to work appropriately under his own control and you were to work appropriately under your own control --

A Yes.

Q -- correct?

A Yes.

Q Okay. And leading up to the time of Paul's accident, did you notice Paul doing anything unsafe or wrong in your view?

A No.

Q Leading up to the time of the accident, did you believe you were doing anything unsafe or wrong in the process of the work leading up to Paul's accident?

A No.

Q Okay. When Paul was -- Well, Paul was eventually cut by your chain saw, correct?

A Paul was cut by a chain saw.

Q A chain saw that you were using and

operating, right?

A Correct.

Q Okay. I said your chain saw and you're probably saying well, it wasn't my chain saw; that's what you're thinking, right?

A That's correct, yeah.

Q Okay. But it was -- When I meant your chain saw, I meant the chain saw you had control of, correct?

A Then that's what I'll agree to, yes.

Q All right. So you're agreeing and accepting the fact that Paul was, during the process of working at your parents' house, cut by a chain saw while you were holding the chain saw and while it was running, correct?

A Yes.

Q Okay. And -- Oh, here it is. I was looking all around for these; they're right in front of me.

These photographs were marked during Paul's deposition, okay? All right?

A (Nodding.)

Q You have to answer a word.

A Yes.

Q All right. Do you know, without looking at

the photograph, where Paul was cut by the chain saw you were operating at the time of his accident on June 28, 2011, on his body, where?

A Yes, exactly where.

Q Where?

A On his right forearm.

Q Okay.

A (Indicating.)

Q Is that the only place he was cut?

A Yes.

Q Okay. I'm going to show you a photograph. I just want to make sure it's the same injury that he talked about, okay?

MR. CALLAHAN: Can I take a look? Thanks.

BY MR. MAST:

Q We've got what's marked as Exhibits 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 2J, okay?

A Yes.

Q These aren't all I'm going to ask you about but the first page, 2A, does that appear to show his right arm and the scarring where he was cut by the chain saw you were operating at the time of his accident?

A Yes.

Q Okay. Is that the only spot he was cut shown in this photograph?

A Yes.

Q Okay. And maybe you can't tell on 2B, but I think that's the same injury. Can you tell?

A Sure looks good to me.

Q Looks like the same one?

A Yeah.

Q Okay. How about 2C, does that look like the same injury?

A Yes, it does.

Q 2D. If he has his hand down to his right, it would be on the backside of the --

A Yes.

Q -- forearm, correct?

A Yes.

Q And that's where it shows on 2D?

A Yes.

Q And that's the injury that was caused by the chain saw you were operating at the time of the accident?

A Yes.

Q Okay. All right. So Paul arrived about a half an hour to your parents' house after you arrived

on June 28, 2011, right?

A Yes, about a half an hour.

Q And by that time, when Paul arrived at your parents' house, you had already been working?

A Yes.

Q Okay. So you had the chain saw in hand and you were cutting things or not?

A No.

Q What were you doing?

A I was sorting.

Q You were what?

A Sorting the branches. When you have pine trees, they get snaggled, snarled, and tangled together. I was placing them so that they could be fed in a safe manner as, you know, to lift it up and to work with it.

Q Okay. What was the manner which you wanted to use to -- Well, strike that.

Having Paul come and assist you, did you have an expected manner in which you preferred to have him assist you?

A No.

Q So you just left it up to him to decide?

A Well, he showed up and as I had said, we just

worked well together. We understood one another.

Q But my question was --

A I didn't specifically have any expectations or did I direct him to do anything.

Q So my question then was, did you just leave it up to him to decide what to do and how to help you or did you have to tell him, Hey, hold that branch. I'll cut that branch?

A I left it up to him.

Q So how would he know what branch you wanted to cut unless you told him what branch to cut?

A He didn't cut. He held.

Q How did he -- I'm sorry. I didn't say it right. How did he know what branch to hold unless you told him what branch to hold?

A I didn't tell him. He chose --

Q How would he know then is the question.

A You'd have to ask him. I don't know.

Q Well, was he supposed to just guess what branch to hold on to?

A There was no guessing, but ...

Q How was he going to know then?

A Because we've done this before. We've watched each other work. We've worked with tools

before in the past.

Q Okay. But that's not my question, okay? We're hoping that he's going to hold the branch you're going to end up cutting, right, the same branch?

A I never intended him to hold the branch.

Q Okay.

A He chose to hold the branches.

Q All right. So you're telling me -- Well, what work were you wanting Paul to help you with then?

A There was moving material, there was stacking wood, there was raking the ground.

Q Moving material, stacking what?

A Stacking wood.

Q Okay.

A And raking.

Q Was there a rake available?

A Was there a rake available?

Q Mm-hmm.

A Yes.

Q Okay. Stacking wood meaning after it's all cut up into little foot pieces, you would stack them up --

A Into 18 inch pieces.

Q -- to store them, correct?

A Into 18 inch pieces and then stack, yeah.

Q You're doing fine but please let me finish my question before you get to the answer, okay, because we're going to have a hard time if we don't have separation, okay? So maybe give me one beat after I'm done and then give me your answer, okay?

Moving material meaning what?

A Once it's cut, to stack it and then to clean up the area where we were working.

Q All right. So moving material, stacking the wood, and raking up the debris, those were the three things you envisioned Paul was going to assist you with?

A Yes.

Q Okay. Before Paul arrived at the property, were you envisioning that he was going to help hold some of the branches so you could cut them?

A No.

Q That was not even in the back of your mind?

A No.

Q Okay. Did you not want Paul to help hold the branches or you just didn't know if he was going to or not?

A I didn't know that he was going to do that.

Q Okay.

A No.

Q Did you want him to hold the branches or did you not want him to hold the branches or did you not care?

A It wasn't a matter of not caring. He chose to and then we went with it.

Q Okay. So was that appropriate for you that he hold the branches for you then?

A It seemed to be appropriate at the time.

Q Okay. I'm just trying to find out whether he was holding these branches --

A I understand.

Q Hold on. Hold on. I'm trying to find out whether he's holding these branches against your will or not. Obviously there was some --

A No, he was not holding them against my will. He was helping --

MR. CALLAHAN: Wait until he finishes the question.

THE WITNESS: Okay. I thought he was finished.

BY MR. MAST:

Q So he was holding the branches ultimately and eventually with your acceptance and permission; fair

enough?

A Acceptance, yes.

Q Well, if you didn't permit him to do it, you would have told him not to, right?

A I don't control Paul's hands nor did I direct him to do it at that time. He chose to pick them up and we both started working together and that's the method we chose. It wasn't like hey, this is right or wrong; we just went to work.

Q I understand. This is what I'm saying, if Paul did something you didn't want him to do, you would tell him not to do that, I assume, right?

A I suppose, yeah.

Q Okay.

A Yes.

Q Did you ever have to tell Paul not to do something before he got hurt and got cut by the chain saw?

A No.

Q Okay. So up to the time that Paul got hurt, he was doing the work in a way that was okay to you, correct?

A Yeah.

Q Okay.

A Yes.

Q And he was doing the work in an appropriate way to you, correct?

A Appropriate?

Q Yes.

A To me?

Q Right.

A Acceptable. I don't know about appropriate. If you want to look up what is the definition of appropriate.

Q Okay. You just don't know what the word means. Okay. Because I can -- I can use a different word.

A Oh, no, I know what the word means, it's the way you're using it. You're telling me that I deemed it appropriate that his actions what he was doing without me telling him to do anything different were okay or not okay, and what I'm saying is that it was two friends -- Let me just have one moment.

Q Go ahead.

A And it was two friends working together who have worked in similar situations, and I guess our assumption in it was that we knew what we were doing, the both of us. I didn't think that Paul would

jeopardize himself or me and likewise.

Q Okay.

A That's where we were at.

Q So my question is, was Paul doing everything leading up to the time he was hurt in an acceptable fashion to you?

A Yes.

Q Was he doing anything inappropriate before he got hurt?

A No.

Q Okay. Had he been doing -- Had Paul been doing something inappropriate prior or at the time he got hurt, you would have told him not to do that, correct?

A Again, inappropriate, I don't under- --

Q Okay. If he was doing something unsafe, you would have told him not to do something unsafe, correct?

A That wasn't even really considered. It wasn't -- I'm honestly telling you that it wasn't a thought in my mind at the time.

Q I'm not asking you if you considered it. If you can say -- Hold on. Wait. You stopped. Let me go. If you don't know, you can just say I don't know

but the question is if Paul was doing something unsafe, would you have told him or directed him not to do something unsafe?

A Yes.

Q Okay. That's all I'm asking. So your testimony is that you never told Paul once what to do prior to his injury on that property, correct?

MR. CALLAHAN: I just object as to form of the question.

BY MR. MAST:

Q Is that correct or not?

MR. CALLAHAN: You may answer.

BY THE WITNESS:

A Ask the question again, please.

Q My under- -- Strike that.

Did you ever tell Paul what to do or how to do it before he got hurt by being cut by the chain saw on the date of his accident --

A No, I did not.

Q -- at your parents' house? Huh?

A No, I did not.

Q Never told him what to do?

A No.

Q Never told him how to do it?

A No.

Q Okay. So when he first arrived at, let's say, 11:30, what was the first thing he did?

A He was watching me sort the branches and said, What can I do to help? And I said --

Q Let's go step by step. Okay. So he was watching you sort branches, right?

A Yes.

Q Okay. I want to go just step by step now because we're going to get toward the accident and I don't want to go too fast, okay?

A Okay.

Q So let's go step by step here. He got there. You were sorting branches. You mean putting them in piles?

A No. They were already in a pile and as I had mentioned earlier, pine, when you cut it, it needs to be addressed or orientated. If you put branches like this, it's going to pull out unsafely. So if you stack them with the cut ends like this, you can easily pull them off one another.

Q Okay.

A That's why I was sorting, so that it would go ...

Q I got it. Sorting branches. Paul gets there and says, Can I help, right?

A How may I help.

Q How may I help. Okay.

And what do you say?

A I said, Well, I'm sorting branches. I guess you can start by doing that.

Q Okay. So you had him start sorting branches with you then?

A Yes.

Q Okay. And how long was he sorting branches with you?

A Maybe another 15 minutes after I had spent some time doing it myself.

Q All right. So -- Got you. So now we're at about -- and I know these are just guesstimates, but I just want to get a chronology. We're at about 11:45 now, okay?

A Mm-hmm.

Q Yes?

A Yes.

Q What happens next?

A The piles were sorted, time went by and chose to start cutting the branches up. At first we had

placed them on these horses.

Q Well, wait. You're going into detail now. I want to go step by step. The next step; that's all I asked.

A Okay.

Q The next step was to start cutting the branches up?

A Yes.

Q Okay. Who decided to start cutting the branches up? Was that your decision?

A Yes.

Q Okay. So after the piles were sorted, you said, Let's start cutting the branches, right?

A Yes.

Q Okay. And did he say, Can I help?

A He was there to help. I don't recollect if he specifically said --

Q Okay.

A -- that.

Q So when you started cutting the branches, what was Paul's task during the cutting of the branches?

A To put them on the horses.

Q The sawhorses?

A Yeah.

Q How many sawhorses do you have?

A There was two there.

Q And how far apart were they spaced?

A Four feet.

Q And were you going to be putting them on the sawhorses too or was that only what Paul was going to do?

A That's what Paul was going to do, remove them from the sorted piles onto the sawhorses.

Q And when he puts them on the sawhorses, you were going to cut them up with a chain saw?

A Yes.

Q Okay. Who told Paul or who gave Paul that job task? Was that you?

A Yes.

Q Okay. So the next step, piles are sorted now, let's start cutting the branches. Paul, why don't you put the branches on top of the sawhorses and me, meaning you, I'll cut these branches on the sawhorses up with the chain saw. That's the -- what's going on, right?

A Yes.

Q Okay. How long did that occur?

A Ten minutes.

Q All right. So we're getting close now to noon. What happens next?

A Paul opted to stand them up.

Q Wait. Wait. Say that again. I missed that.

A Paul opted to stand them up instead of working on the sawhorses, and I just continued cutting. It seemed like it was okay to do.

Q Okay. Fair enough. So instead of putting the branches across the two sawhorses, you're saying Paul on his own opted to stand them up aside of the sawhorses?

A Yes.

Q So it would be leaning up against just one sawhorse?

A No, freestanding large end.

Q Oh, you mean and hold them with his hand?

A Hold them with his hand. He was holding them with his left hand to make a point of that.

Q Got you. Got you. Okay. So instead of using the sawhorses, you're saying Paul decided to hold them by himself with his left arm up while you cut them from ground up; is that right? I need an answer.

A Top down.

Q Okay. So let me say it again then. Instead of using these sawhorses, you're saying Paul took it on his own to hold the branches with his left arm up and the branches down to the ground and you would cut from the top down to the ground each branch, right?

A Yes.

Q And that was Paul's chosen way that he was going to hold the branches?

A Yes.

Q Did you in any way voice any objection to him doing it that way?

A No.

Q Okay. And for how long a period of time were you cutting these branches in that manner where Paul was holding them up with his left arm to the ground and you were cutting them from the top down?

A 20 minutes.

Q Okay. So now we're at about 12:20, if my math is correct. Is that about right?

MR. BARCH: Hans?

MR. MAST: Yes.

MR. BARCH: Can I just ask, are these little horizontal cuts or are we talking --

MR. MAST: Well, I was going to get to that. I want to first get the time line down. Yeah, we'll get to that, but I will ask it now then.

BY MR. MAST:

Q So Paul is holding the limb -- the branches up with his left arm over his head, the branch is now from his left arm and hand going down to the ground and you were starting up below his hand and cutting every 18 inches?

A No, I was cutting the branches off of the limb.

Q Got it. So you were cutting vertically up and down. While he was holding the tree vertically, you were cutting the horizontal branches in a vertical fashion --

A Yes.

Q -- from a top to a bottom?

A Yes.

Q And I imagine each branch has probably 30, 40, 50 little --

A I would --

Q -- branches off of it?

A I would say --

Q Hold on. Let me finish the question.

A Okay. Sorry.

Q Let me say it again now. Every branch or limb or whatever that Paul's holding above his head with his left arm, I'm assuming those branches, if they're reaching to the ground, are going to have 30 to 40 little branches coming off of it horizontally, correct?

A Not that many.

Q Okay. Maybe 20 then?

A Or less.

Q Okay. So those are the 20 little branches coming off of that branch that Paul was holding vertically that you were cutting?

A Yes.

Q And then the branch would be left bare branch from his hand to the ground?

A Yes.

Q And then what would he do with that branch then, set it on the sawhorses to be cut up?

A Set it off to the side. We never got to actually cutting up the whole load of wood because of what --

Q Happened?

A -- happened, yeah.

Q His injury?

A Yes.

Q Okay. So for 20 minutes you and Paul worked where he would hold a limb up with his left hand over his head and the branch would be vertically down to the ground and you would be cutting from top to bottom each of the little limbs, 20 or so, off of that branch he was holding?

A Correct.

Q And how many separate branches did you do for that 20 minutes? How many separate branches did Paul have to hold?

A I'll estimate between 25 and 30.

Q Okay. And then what happened after that 20 minutes of doing that work? What was next?

A We arrived at a branch being held in the same fashion that was a little flimsy and in making the first cut, that went well as the uppermost one, second one and of course a pine, you know, they're left and right so I'm not just cutting on this side. I'm over here, over here, taking it down, taking it down. One didn't go through; and at the same time I went to go make the second cut, he put his right hand down to support it so it wouldn't bow and it did go through

and it just nicked his arm.

Q Okay.

A And that's -- that's what happened.

Q Fair enough. Now, that's the one that sounds like where his accident happened, right?

A Yes.

Q Okay. Because -- I see. Okay. Because if Paul arrived at 11:30, you're saying his accident happened around 12:30 which would be about the time where we reached going through the task by task, right?

A Yes.

Q I got you. Okay. So were you still working at the time of Paul's injury with being cut by the chain saw in the manner of where he's holding the limbs up -- the branches up with his left hand over his head and you're cutting the horizontal branches off of that branch? You're still doing that at the time of his injury?

A That's what we were doing at the time of the injury.

Q Because you said you only did that for 20 minutes and then you did something and I thought you were going to say you were doing something

differently. You were still doing that at the time of his injury, right?

A We stopped as soon as he was injured.

Q Okay. Let me ask it this way: Once Paul opted to hold the branches up with his left hand instead of using the sawhorses and you started cutting the limbs now off of that branch --

A Yes.

Q -- and you said you did 25 to 30 of those branches --

A Yes.

Q -- the last branch you did, is that the branch that Paul was holding when he was hurt?

A Well, it was the last branch that we did because he did get hurt.

Q That's what I just said.

A Yeah, we just stopped.

Q Let me say it again because I want --

A Yes, I agree.

Q Let me say it again.

A Okay.

Q You gave an estimate of like for 20 minutes you were cutting these horizontal limbs off of a branch that Paul was holding overhead, remember that?

A Yes.

Q You said you did that for about 20 minutes.

A Yes.

Q And you did 25 to 30 separate branches, right? Right?

A Estimating, yes.

Q Okay. The last branch that you did in that fashion, is that the branch that Paul was holding when he was cut?

A Yes.

Q Oh, okay. Because this is why I was a little confused. You said at around 12:00, and I know we're just doing estimates on times, but you said around 12:00 you did -- for 20 minutes you cut those 25 to 30 branches; so I thought there was something else you were doing then after that by the time Paul got hurt, but that 20 minutes is inclusive of the time of his injury then, right?

A Yes.

Q Okay. So really the time frame you gave me from the time Paul arrived at 11:30 until his accident was more 50 minutes; does that sound about right?

A It's really hard to recollect the time frame when it wasn't relative at the time. There was --

Q I understand that.

A Let me finish, please. There was no time frame of getting the job done nor was I aware of the exact time that it happened because what was most important at that time when it did happen was to get him to the hospital.

Q I understand.

A And the only time that -- And the only time that I checked the clock is when we checked into the emergency room.

Q I understand all that.

A Okay.

Q That's not what my concern was. My concern was you gave me an hour after Paul arrived is when his accident occurred but the time line we gave was only 50 minutes by the time his accident occurred.

A Did you say 50 minutes?

Q 50.

A Okay.

Q So I just want to make sure we're not missing some other element of work that he was doing.

A No. No, we're not.

Q Okay.

MR. BARCH: I'm going to object because he's been

giving estimates all along, but go ahead.

BY MR. MAST:

Q All right. So under the estimates of time that we're giving, Paul arrives around 11:30, you start the type of work that Paul is holding the trees up by his left hand overhead as opposed to using the sawhorses around noon. You do that for about 20 minutes in your estimate and that's when he's injured, correct?

A Yes.

Q All right. So that last branch that Paul was holding when he was injured, that's what I want to talk about now. And that was a branch similar to the 25 or more before that, right --

A Yes.

Q -- that you were cutting, correct?

A Yes.

Q And you had cut these branches 25 to 30 times without incident, without any problem, correct?

A Yes.

Q And that Paul was holding the branches the same way in all those 25 to 30 times without incident, correct?

A Yes.

Q Okay. And they were all being held over Paul's head if Paul's 5, 8, then they were probably what, maybe six and a half feet over his -- or six and a half feet from the ground?

A They varied in amount of debris on each limb and height. As you go up a tree --

Q Okay.

A -- the lengths diminish.

Q So sometimes Paul is holding the branch directly out?

A Deviating between four and six --

Q You've got to let me finish my question, and you can answer in any way you want but at least let me finish.

So Paul might be holding some branches out directly out from his chest, some over his head just varying -- depending on height --

A Yes.

Q -- of the branch?

A Yes. Yes.

Q Okay. So anywhere from four feet off the ground he might be holding a branch to six and a half feet to maybe seven feet?

A No, not six and a half feet. I would say

somewhere between four and five feet.

Q Okay.

A Somewhere in and around just right here.

Q Fair enough.

A Yeah.

Q So Paul is holding with his left arm -- or left hand out from his body extending out the branch is from anywhere from four feet off the ground to five feet off the ground, correct?

A The point where he was clasping that limb, yes, would be four to five feet above the ground.

Q And then underneath where he's grasping is where you're cutting?

A Correct.

Q The first cut that you're going to make is the highest off the ground is how far under his hand?

A A foot and a half, foot. So it really depe- --

Q All right. A foot and a half or a foot?

A May I finish?

Q Well, it's going to be best if you just answer what I'm asking and not try to add on every time.

A (Inaudible) sit here through that. I'm

sorry.

Q What's that?

A I'm sorry. It's just my character.

Q Well, that's fine. The question is this, he's holding these branches extending his arm out and holding them four to five feet off the ground depending on the height of the branch, right?

A Yes.

Q Okay. And you are cutting the first cut about 18 inches below his hand, correct?

A Yes.

Q That's the first cut, yes?

A Yes.

Q So that the branch that he's holding after you cut it is going to be about 18 inches long, right? The piece of wood that's in his hand after you make your first cut is going to be 18 inches long?

A No. No, he was placing the whole limb -- if I may, I know she can't record this. There's your limb off your tree. There's a pile of them. Stump down, that's where I cut it, the larger portion down to the ground. He would hold the smaller portion because on a pine tree they grow like this. If you don't know that, they grow upwards like that. So I

was cutting in the crotches of them. He was holding it, and I would stay away from him cutting off -- and I would not, like, cut towards the top, which is smaller, it's useless wood; we were just trying to get rid of the debris. So he would hold it and I would start cutting like this and put it over there. Off the pile --

Q I got you.

A -- another one --

Q I got you.

A -- stump down and hold it like that.

Q I got you. So he is not cutting -- The base of the branch that Paul's actually holding, you're not cutting that?

A No.

Q You're cutting the stems or limbs that come off of that horizontally?

A The sub limbs off the main limbs that were already removed.

Q Is that correct?

A Yes.

Q Okay. And the -- Although there might be limbs off of that branch all the way up to his hand, you're starting 18 inches below his hand just to stay

away from his hand, right?

A Yes. Yes.

Q Okay. So when you're done cutting that branch, there is still going to be some smaller limbs coming off of that branch at the top by his hand and that's okay, you can deal with it later?

A Correct.

Q Okay. So after you're done cutting horizontally all those horiz- -- Strike that.

After you're done cutting vertically all those horizontal limbs off of that branch, he puts the branch back and picks up another branch and you do that 25 to 30 times before Paul's injury?

A Yes.

Q Okay. The branch that Paul was holding when he was injured.

A Yes.

Q Describe how high or off the ground he was holding that.

A Five feet.

Q Okay. And was it a branch like all the other branches?

MR. CALLAHAN: Just object to form of the question.

BY THE WITNESS:

A By way of species?

Q No. Was it any different from any of the other 25 to 30 branches he had held previously?

A It may have been a smaller one that is by way of diameter that he chose to hold up.

Q This is what I'm asking. I'm not asking what you might -- what might have happened. I'm asking you, based upon you being there and I wasn't there, was the branch that Paul was holding when he was injured different in any way that you can tell that you recall than any of the 25 to 30 branches he had held previously without incident?

A None of the branches were exactly the same.

Q I understand that, but I --

A I don't know how to answer the question then.

Q Well, let --

A The --

Q Hold on. You answered it then. If you don't know how to answer it; you've answered it. So let me ask it a different way then. Other than every branch being a little different in size and thickness and amount of limbs off of it, is there anything unusual, anything necessarily different from that branch than

the other 25 to 30 branches?

A No.

Q Okay. And in appearance, the branch looked like any of the other 25 to 30 that you had cut just previously, correct?

A Yes.

Q Okay. And probably a similar number of -- a similar number of cuts off of this branch that Paul was holding when he was injured, you were going to have to make a similar number of cuts on that branch as to the other 25 to 30 branches you were cutting?

A Generally, yes.

Q Okay.

A Okay.

Q How many cuts were you able to make off of the branch that Paul was holding at the time of his injury before he got injured?

A Four.

Q Okay. So if I'm going to draw a picture of the branch, okay, and we're assuming that's a five foot branch and it has limbs going all off it up and down the branch, right? Right? Correct?

A (Nodding.)

Q Yes? I'm waiting for a word.

A I'm waiting to see what --

Q I'm not expecting you -- You don't have to follow my picture. I'm just saying if I'm --

A Well, I don't follow your description so I'm looking at the picture.

Q Okay. Well, I'm drawing a picture myself to --

A Okay.

Q -- demonstrate to you --

A I'll wait till you're done.

Q No, I can demonstrate it to you. I don't care. You can look at it.

This is a branch and then it has all these limbs coming off it in varying sizes, widths, and heights, okay? Fair enough?

A No, it's not the description of what was being cut. That's why I --

Q All right. You describe what was being cut then.

A The description of a pine branch or a limb is that it starts at a certain diameter, whether it be 3 inches or 2 inches, and over its length, which is also varying, it diminishes to just pine needles. About increments of every and varying also between

6 and 12 inches are branches again that from the larger diameter where it was cut from the tree begin to get lesser and lesser as you go towards the end of the branch.

Q Okay.

A There is a varying amount of how many branches are on there because no tree is exactly the same, so I was in conflict with what you were thinking --

Q Okay. Fair enough.

A -- it looked like.

Q So Paul's holding the branch at the top?

A Correct.

Q Okay. With his left hand?

A Yes.

Q What's he doing with his right hand?

A No.

Q Just to the side -- to the side of him?

A Just aside -- aside and away, yeah.

Q Okay.

A Standing away from it actually as you had physically shown it.

Q All right. What you're saying is he's extending his left arm out in front of him keeping his

body away --

A Yes.

Q -- his left arm above and holding the branch while his right arm is aside of him so the branch is standing vertically maybe three feet from his body; fair enough?

A Yes.

Q Okay. And then you start cutting these horizontal limbs off the branch at about 18 inches below his hand?

A Yes.

Q Okay. And do you remember how many cuts you had to make at a distance of about 18 inches from his hand before he was hurt? I'm not saying going further down, I'm just saying at the 18-inch mark where you were going to start the cuts.

A One.

Q Made one cut?

A One cut.

Q Okay. You got one cut?

A Very --

Q Hold on.

A I know that.

Q All right. Then you go down another distance

to make the second cut?

A To make another singular cut on a different branch, yeah.

Q How far down do you go?

A It varies with how -- how far apart they are on the branch. I would say between 6 -- 8 and 12 inches.

Q Listen, I don't want to guess so this is my question, okay? Hold on. Hold on. We know he's holding it at the top.

A Yeah.

Q We know it's about five feet, you said. We know your first cut is 18 inches from his hand, right? We know those things, right?

A Yes.

Q Okay. So my question is, based on what you've just told me now, how far down from the first cut that's 18 inches from his hand is the second cut on -- give me your estimate.

A I will give you an estimate of between 8 and 12 inches.

Q Okay. So that's the next limb is 8 to 12 inches, right?

A Yes.

Q All right. And then how far down is the next limb that you're cutting from that one you just cut, the second one?

A Again, 8 to 12 inches.

Q All right. And you're now on your fourth one. How far is the fourth one from the third one?

A There are branches on either side of that limb, which means I would cut this one, this one. This one, this one (indicating).

Q Okay.

A It looks like this.

Q I got you.

A Okay.

Q So what you're saying is, and I'm putting on my diagram on the same side -- hold on -- on the same side, but what you're saying is when you cut the first one, the second one is going to be on the other side?

A Yes.

Q Okay. That's fine. You can describe that. So the first one is on one side; you cut that 18 inches from his hand. The second one's on the other side; you cut that 8 to 12 inches below the first one?

A Yes.

Q The third one's on the same side as the first cut 8 to 12 inches below the second one, right?

A Yes.

Q And where's the fourth one? Same side as the second one?

A On the right side.

Q Over here?

A Staggered one, two, three, four.

Q Right. So it's the same side as the second cut then. If you have one, two, three, four --

A I wasn't methodically approaching each branch going left and right per se like, oh, I've got to start here or start there. It really mattered where he grabbed it and what was -- what was below his hand for me to start cutting and again --

Q Listen.

A And, again, the branches aren't aligned as you are drawing them. It's relative to me because --

Q Listen. The easiest process is for you to either say you know something or you don't know something, but you keep first leading --

A Sorry.

Q Hold on. Hold on. Hold on. You first lead me down here and then you just say well, I don't know

then. Tell me what you don't know and I'll move on, okay, but I'm going with what you're telling me. If you don't know something, you just say I don't know.

Let's start over. He's holding his left hand at the top of the branch. His first cut is about 18 inches below his hand, right?

A Yes.

Q On one side of that limb or branch?

A Yes.

Q Okay. So that limb is 18 inches down. You cut that limb off, that horizontal limb, and then you go down probably on the other side 8 to 12 inches and you cut the limb on the other side?

A No.

Q Okay. What? You tell me.

A On a pine tree they're grouped, that's what I was trying to show you, like this. They're not staggered all over the place. When they grow, it's a fan and they grow out like this. So it being stood up, I'd go one, two, three, four.

Q That's what I just did here but we can do it again. Let's try it again.

A Okay, but --

Q Hold on. This is what I'm trying to

understand and I'm trying to make it easy, but we can go through this. He's holding the branch up with his left hand and I'm trying to find out what distances you cut each of those four limbs until he's hurt, okay? I'm trying to find that out.

MR. CALLAHAN: Excuse me. It's just that there's a disconnect here.

MR. MAST: Well, that's why I have to ask these questions. We'll get there.

MR. CALLAHAN: I understand. I'm thinking he's thinking that on your branch this branch comes out like -- it'd be on a 45-degree angle up --

THE WITNESS: Yes.

MR. CALLAHAN: -- if I may. Then there's branches like this and this with the pine needles on them so he's cutting this one here, this one here, and this one here.

BY MR. MAST:

Q Are you making three cuts on one branch?

MR. CALLAHAN: Four cuts.

MR. MAST: No, I don't think that's what he's saying.

MR. CALLAHAN: I think that's --

BY THE WITNESS:

A I'm making one cut.

Q Here, let me do it. I think this is what --

A May I?

Q Hold on. Yeah, I'd be happy to. Let's probably do it that way. Make it easy.

A Thank you.

Q We'll save about a half an hour of questions.

A Right.

Q I was trying to get it described that way but it might be easier just to do it this way.

A Oh, I'm going to make it pretty. We've got time. I have time.

Q You want some crayons?

A I'm going to make a Christmas tree for you. That is a pine branch.

Q Okay. Now, let me ask the questions here. All right.

A I'm cutting it right here in the crotch.

Q I've got it. See, your answers aren't going to help unless they're after my questions.

A We'll get it all figured out.

Q All right. We're going to mark as Gagnon Exhibit 1 that pretty tree you just drew, okay?

A Thank you.

MR. BARCH: You'll have to call it a -- It's a single branch, not a whole tree.

THE WITNESS: Single branch.

MR. MAST: Okay. It's a branch. All right. I'm sorry. I'm not good at these things.

BY MR. MAST:

Q All right. That's a -- Obviously it's not to scale or anything, but it's just a drawing of a pine branch, right?

A Correct.

Q And it's supposed to represent, even though it's not exact, a typical type of pine branch that you and Paul were cutting on the day of his accident?

A Correct.

Q Okay. Different sizes, different amount of limbs coming off them but that's a representative of those types of branches, right?

A Yes, it is.

Q Okay. So if we look at this, the base is obviously going to be wider than the top of it, right?

A Yes.

Q So I'm going to put a T on your drawing where the top of that is and a B where the base is. Did I

just do that?

A Yes.

Q So we know what words to use?

A Yeah.

Q Okay. So I'm going to put T O P and B A S E. So we can refer so that we're using the same language. Paul is going to be holding with his left hand the top of the branch, right?

A Correct.

Q And then the base is going to be against the ground in a vertical fashion from where he's holding at the top, right?

A Yes.

Q And then starting 18 inches below his hand, you were going to start cutting on either side of that branch the horizontal limbs that are coming off that branch, right?

A Yes.

Q Okay. So if this were a branch that Paul was holding, his hand would be at the top and then you would make one cut -- oh, you'd start -- okay, you'd skip the top of it --

A Because it's --

Q Hold on. You'd skip the top limbs because

that's too close to his hand so you'd come down to maybe the next set 18 inches below and start making a cut there?

A Yes.

Q Then you'd go on the other side and make another cut?

A Yes.

Q That's two. Then you'd make another cut on there --

A Yes.

Q -- that's three. Then make another cut; that's four. Then cut there, five. Cut there, six. And you have the whole branch cut, right?

A Yes.

Q Okay. So let's number these one, two, three, four, five, six. Does that number what we just discussed?

A Yes.

Q So you're basically at least on this demonstrative drawing, you're making six separate cuts off of this branch and then you put the branch down on the ground and get a new one?

A Yes.

Q Okay. All right. That did clear up about a

half an hour, so thank you.

A You're welcome.

Q Okay. And I'm sure they weren't all six cuts every branch, right?

A No, they varied.

Q Is six pretty much an average or no?

A No.

Q As far as --

A There's no average.

Q Okay. There's maybe six, eight, ten, something like that?

A There's no average. There's no way to average it.

Q Okay. The branch that Paul was holding when he was injured was a branch like most other branches although in different sizes, correct?

A Yes.

Q Okay. And you're telling me you made four cuts until he was injured?

A Fourth cut he got injured.

Q Okay. On the fourth cut?

A On the fourth cut.

Q Fair enough. So if we just start with that one branch that Paul's holding and discuss what you

did up and to the time he was injured, you made the first vertical cut from the horizontal limb 18 inches below his hand, you made the second one on the other side just like you did on Exhibit 1 here, then you went down 8 to 12 inches lower, made the third cut on one side, then you're going to the other side to cut the fourth cut, right?

A Yes, correct.

Q What happens when you're going from the third cut to the fourth cut that you believe is what caused Paul to get injured?

A The fourth cut, not much unlike all the other ones, the branch bowed. It may have been because it wasn't rigid; it may have been weaker than the rest. I don't know.

Q Can I stop you for a minute just so I know what you mean by bowed. What do you mean, it was -- it was like limp?

A Yes.

Q Okay.

A Yes, not as rigid as the other one perhaps.

Q So when you say -- I don't want to jump too far. When you say bowed then, that means when you press the chain saw down, it kind of gives a little

bit more?

A Yes. Yes.

Q Okay. All right. So you're saying the fourth limb that you're going to cut, that limb is a little more weak, it gives a little bit more than the other three that you already cut?

A The main branch taken from the tree is what I'm talking about. I'm not talking about the branch I'm cutting off. As I approached the crotch, the main branch which I depicted on the drawing there gave way.

Q Okay. So if we -- Hold on. If we define then just so we know we're talking the same language, the branch is the solid continuous piece of wood that Paul's holding whereas the limbs are the parts that come off of that branch. Let's use those terms, okay?

A The limb is the larger piece; the branches are what come off the limb.

Q All right. I'm sorry. All right. We'll do it that way then. Let's define it that way.

MR. BARCH: Don't you watch that show on TV, those Ax Men?

MR. MAST: No. No. No, I don't.

BY MR. MAST:

Q So let's put that on the -- I'm going to

write that on here so we use these same words. Because I don't want to change the words so I put on Exhibit 1 here branch for the little parts that come off the main limb.

A Yes.

Q Fair enough?

A Yes.

Q That's what we're going to describe?

A Yes.

Q All right. So what you're talking about is so we use the same terminology, the limb is what Paul's holding with his hand that goes vertically from his hand to the ground?

A Correct.

Q And the branches are the things you're cutting off of that limb six to eight or so cuts, right?

A Yes.

Q Okay. So what you're saying is after you cut three of the branches off of the limb Paul's holding, the fourth branch -- What happens with the fourth branch?

A The limb had flexed slightly causing the chain saw to come out of the crotch.

Q Okay.

A At that time, without moving away from that instance, I approached the cut again. Simultaneously Paul wanting to help me went to support it with his right hand and at that same time I went through the cut and I nicked his arm.

Q Okay. Okay. Now, when you're saying Paul went to -- what did you say? -- support it?

A Yes, support it.

Q What was he -- Do you know what he was going to do with his right hand?

A I'll tell you what he did with his right hand. He actually grabbed the limb and supported it.

Q What part of the limb?

A Below the next cut that I was -- the last cut that I made when it flexed and just below the one that I'm talking about and followed through.

Q All right.

A The fourth cut.

Q So let's talk numbers.

A The fourth cut.

Q You just made the third cut.

A Yes.

Q And the fourth cut was still the same

distance from the top of the limb --

A Yes.

Q -- but it was on the other side --

A Yes.

Q -- of the third cut, right?

A Yes.

Q And had you cut the fourth branch by the time Paul was injured?

A No.

Q Okay. So the fourth branch was still there?

A Yes.

Q But you were attempting to cut it, right?

A Yes.

Q And when Paul was holding with his left hand the limb, it kind of flexed because it's held up against the ground?

A Yes.

Q And it kind of bowed a little bit and you're saying Paul then with his right arm did what?

A Went to support it below that cut as I went to finish the cut.

Q Okay. So when you cut his arm, Paul's arm, was his right arm on any part of that limb or branch?

A Yes.

Q What part?

A Below the fourth cut which did not go all the way through.

Q Okay.

A He would have been like this (indicating).

Q All right. Hold on. So you just demonstrated that his left arm was up, his right arm was down on this limb, right?

A Correct.

Q So when you -- when he had his right arm on the limb and his left arm on the limb together, his right arm was below the fourth branch that you were going to cut, right?

A Yes.

Q How far below?

A Maybe 8 inches. His hand was collapsed onto the limb about 8 inches below that last cut that didn't go through.

Q Fair enough. Okay. And when you made that first attempt to cut that fourth branch, was his hand there at that time or was that after you tried to make that first attempt?

A It was after I made the first attempt at the fourth cut.

Q Okay. You made the first attempt at the fourth cut and because the limb bowed, you were not able to penetrate the fourth branch, correct?

A Correct.

Q So did you just in a split second go back and try it again or did you wait a couple seconds or what happened? How long was the process?

A Like microseconds. It was -- You know, it's a matter of just going -- and at the speed you can see -- I'll describe if I need to or if you want me to -- cut, cut and also the manner in which I'm cutting, it's called the locked elbow position. You don't just freewheel a saw. Nip, nip, nip, and it went ... I was like okay. And at that same time he just reached over to kind of help me out so it wouldn't flex and that's how it all came together.

Q All right. Well, if he's reaching over and that's why you cut him, then that leads me to believe that he's not holding on to the limb at the time that you cut him.

A Oh, he's holding on to the limb.

Q So is he reaching over at the time you cut him or is he already holding on to the limb?

A Simultaneously as he reached down to that

limb standing like this flexed like that. At the same time I went to finish the cut and I did finish the cut. Like I said, it just --

Q All right.

A Just --

Q Hold on. You're going way too fast for us and we're going to have to repeat the questions over and over again and if we can just go step by step, okay?

A Okay.

Q As he -- As you make the first attempt at cutting that fourth branch, the tree flexes and your saw blade bounces up or do you --

A Slightly bounces up, yes.

Q Okay. Then do you immediately put it back down to cut it a second time to try to cut it a second time or do you wait? Do you hesitate?

A I didn't hesitate.

Q So you immediately did it then, right?

A Say it again. No, just the last part.

Q I know. I get it. Your first attempt to cut the fourth branch to the second attempt to cut the fourth branch there was no hesitation, it was just tried to go down and get it, it bent and then you went

back down to get it and you cut it off?

A Yeah.

Q And that's -- When you went back down to get it that second time, that fourth branch, that's when you cut his arm?

A That's when he placed his hand there and got it cut.

Q Right.

A Yes.

Q Okay. So when he was cut -- physically when the cut occurred, was his right hand on the limb or not?

A Yes, it was on the limb.

Q Did you know it was on the limb?

A Yes, I did. It was clasping the limb.

Q Okay. How long was his right hand clasping the limb below the forth branch that you were going to cut before you cut his arm?

A It's hard to operate a stopwatch while you're operating a chain saw. I really can't give you a time frame as to something that happened so quickly and when two men come together. Like I said, I can't -- I can't answer that question. I don't know. I don't know.

Q Listen, you gave me five minutes of why you don't know. Just tell me you don't know, that's fine. We can move on.

A I'm sorry. It's my character. I'm very inclusive in my answer descriptive.

Q All right. Well, I'm just trying to tell you you don't need to do that.

A And I'm working on it right now.

Q All right.

A I'm glad you --

Q So the question is, and I'm not saying is it five minutes between the time you first tried to cut it until the second time you cut it. I understand we're talking seconds, okay. My question is --

A Milliseconds.

Q All right. Milliseconds. Fine. My question is, when you went down to cut that fourth branch the first time and the tree bent --

A Yes.

Q -- and you had to go down right away and cut it a second time, when you went toward that fourth branch to cut it a second time, when you went toward it, was his right arm on the limb at that time or was he off it and going toward it to hold on to it?

A At the exact same time that my saw went through that fourth cut, his hand clasped that limb.

Q That's not my question. My question is this; I'm going to say it again. My question is, you went down to cut that fourth branch off and the limb bowed so you went at it again; and my question is, when you went at it again for that second cut on that fourth branch, was his right hand clasping below that fourth branch at that point?

A In time?

Q Yeah.

A Simultaneously.

Q Okay. So that simultaneously you're saying when you're going after that fourth branch the second time --

A Yeah.

Q -- he's now at the same time grasping on below that fourth branch to hold on to the limb?

A Yes.

Q Okay. And do you see him as he is moving his right arm toward the limb to hold on to it or do you just see at the last second when your saw is going towards the branch?

A I was focused on the branch and the cut. I

wasn't looking at him.

Q So your answer is you didn't see his hand moving toward the --

A No, I did not see his hand.

Q You've got to let me finish the question.

A I'm sorry.

Q We're going to be here all day. Your answer is you did not see his hand motioning toward the limb -- his right hand motioning toward the limb to hold on to it, you only saw it right when it clasped the limb right when you were going at the branch a second time?

A Yes.

Q So the time -- Simultaneously when you're cutting that fourth branch, that's when you go through that branch and then you end up going into his arm, correct, his forearm?

MR. CALLAHAN: I'd just object to the form of the question.

BY THE WITNESS:

A You're leading me into cutting him and that's not what happened.

Q Oh, I'm sorry.

A I feel as though I am.

Q I get what you're saying. I'm sorry, maybe that wasn't the way you wanted me to word it. I'll try to word it differently.

A Thank you.

Q You're -- At least from what you're saying is, you are motioning toward that fourth branch a second time in attempts to cut it so you're moving the chain saw, as you said, in that rigid locked position with your elbow --

A Yes.

Q -- toward that fourth branch to cut it, right?

A Yes.

Q So if you're going toward that fourth branch to cut it, and I understand you're saying his right arm is locking on to that limb at the same time, right? Right?

A Yes.

Q But you're moving the chain saw forward to cut that branch, right?

A Yes.

Q So when you're moving that chain saw forward to cut that branch, that moving forward manner ends up striking his forearm in the manner that it did to cut

him, right?

A I think we're overlooking the word simultaneous. I'm sorry that I can't just answer your question but it's -- the description is --

Q What do you mean?

A The description is not fitting the instance that happened for me per se.

Q Put his arm movement aside for a minute.

A Okay.

Q Okay?

A All right.

Q We know simultaneously he's using his right arm to grab on to that limb while you're making that second cut to the fourth branch, right?

A Yes.

Q That's happening simultaneously; I understand that.

A Yes. Okay.

Q My question is, while you were going down to that second cut of that fourth branch, you're moving the chain saw forward to cut that branch, right?

A Yes.

Q And in the process of moving the chain saw forward to cut that fourth branch, that is the process

that takes your saw blade into his arm. Whether his arm is moving or not, we can -- I can ask that next, but the process of you moving forward with the chain saw is part of what led to his arm being cut, right?

MR. BARCH: I'm going to object to the form of the question. It's also argumentative. Go ahead.

BY MR. MAST:

Q Go ahead.

MR. CALLAHAN: I'll join that objection.

BY THE WITNESS:

A As you had said, it's part of how it happened.

Q Right.

A It's an equal share.

Q Okay. Equal share meaning you're saying his arm's moving near the limb as well as the chain saw you are operating is pushing forward toward that limb and the arm and the chain saw meet and he becomes injured, correct?

A Correct.

Q Okay.

(A short break was had.)

BY MR. MAST:

Q All right. Finish up where we got this tree

now. So you're holding the chain saw, you're going for that second attempt at the fourth branch to cut it, and while you are cutting that fourth branch is when the -- when Paul's arm is struck; is that right?

A Yes.

Q And so the chain saw is under your control at the time, right?

A Yes.

Q You're not out of control, are you?

A I'm in control with the chain saw, yes.

Q Okay. And you're wanting to cut it when this happens, right? You're wanting to cut with it when it happens?

A Yes.

Q Okay. You are attempting to cut the branch and that's when Paul's arm is attempting to hold on to the limb, right?

A Correct.

Q And the chain saw is in motion when Paul's arm is struck, correct?

A Yes.

Q Okay. And the first time you see Paul's arm is when his right hand is grasping the base of the limb below the fourth branch, correct?

A Yes.

Q You don't see it coming from the side toward that bottom part of the --

A No.

Q -- of the -- of the limb, correct?

A No, I did not, correct.

Q Is that correct?

A (Nodding.)

Q Okay. Is that correct?

A That is correct.

Q Okay. Okay. When he gets cut, what is the first thing that happens? Does he scream? Do you say something? What's the first thing that happens the split second he's cut?

A I say no. He says yes.

Q And what do you mean by no? You mean no, that's not happening or what?

A Yeah, like no. No, it didn't happen.

Q Okay. And he says what?

A Yes. Let's go.

Q Yes what?

A Let's go.

Q Let's go what?

A Let's get out of here. It's time to go.

We've got to go to the hospital, you know. Yes, let's go.

Q That's the first thing that happens once he's cut, right?

A Yes.

Q And when he gets cut, are you able to see the chain saw making contact with his arm, or how do you first discover he's cut?

A It just looked like I could have nipped him. It was so close that it looked like I could have touched him.

Q Okay.

A That's what I did, I touched him.

Q All right. Had Paul ever held a limb before he got cut with both hands before this?

A No.

Q Okay. So you did not expect him to do that?

A No, I did not.

Q Okay. And after you say no and he says yes, do you guys -- do you basically put the chain saw down and get in his car and go to the hospital?

A I threw the chain saw down and got in his car to go to the hospital.

Q Was he bleeding?

A Yes.

Q Do you know -- and, again, I don't knows are fine answers. I'm not trying to imply you know things but I just have to ask. Do you know how far or how deep the chain saw went into his arm?

A I could tell you pretty accurately. I was there in the operating room. It never went past the epidermis.

Q What do you mean, the skin?

A Yeah.

Q Did it open the skin?

A Yes.

Q And it was bleeding?

A Yes.

Q Okay. Well, I mean, the doctors will be able to tell us how deep it went. Are you telling me you have some kind of medical ability to tell how far it got cut?

A I'm educated to a certain extent and I was educated there in the emergency room and I heard everything that was being said and I was shown and even Paul said look, and I was right there the whole time looking.

Q You don't have any medical education or

ex- --

A No, I don't.

Q Wait. Back and forth here, please, please. You don't have any medical education or training, do you?

A No.

Q Okay. So any type of depth of incision or cut that you would be talking about would be just based upon what you saw visually, correct?

A It was visual, yes.

Q You never went with your finger inside the wound?

A No.

Q Or any type of object?

A No measuring devices were employed, no.

Q Okay. Did you hear the doctors talk about how far it was cut in?

A Yes.

Q How far did they say?

A Not deep, that was their assessment.

Q Okay.

A He was lucky.

Q Okay.

A It only hit the fascia; that's what they

said.

Q All right. Do you know -- You've known Paul a long time before the accident?

A 35 years.

Q Okay. Have you ever known him to be injured in any way before this accident?

A Yes.

Q Okay. What is that?

A A car accident.

Q When was that?

A I cannot put a pin date on it, but I can say it was over seven years ago.

Q Okay. So maybe around 2006, somewhere around there?

A I am guessing at that, but I know that there was an instant which he was involved in an accident and he also pursued.

Q Okay. Here, listen. Just follow me. If you follow me, we'll go where we need to go and get there fast, okay?

A As I said, it's a struggle because of my character.

Q All right.

A I'm descriptive and inclusive.

Q Fair enough.

A You don't have to keep correcting me -- or you do have to correct me; that's your job, but --

Q Fair enough.

A -- I'll try to get there for you, okay?

Q All right. Motor vehicle accident about 2006. Were you in the accident with him?

A No.

Q Do you know what injuries he suffered in that auto accident?

A Nerve damage to the left elbow that was allegedly struck.

Q In this case you mean?

A In that other -- Yeah.

Q Did he ever have any surgery for that left elbow?

A I know he was poked and prodded. I don't know if he was -- had actual open surgery for it though.

Q Did he ever resolve that injury up until the accident in this case?

A I don't know.

Q Okay. Other than a left elbow nerve injury in a motor vehicle accident around 2006, any other

injuries from that motor vehicle accident?

A I don't know.

Q Okay. How do you know about that left elbow nerve injury then?

A Because he showed people and talked about it openly.

Q Was it a different location than where he was lacerated or cut in the chain saw in this case?

A Yes, it was an entirely different arm.

Q Oh, I'm sorry. You're right. I'm sorry. I wasn't thinking that far ahead. Good. In this case -- In this case the chain saw was the right arm. In that case it was the left elbow, right?

A Yes.

Q Okay. Any other injuries other than the motor vehicle accident?

A I'm not aware of.

Q Okay. Any other prior -- prior to this case, any prior injuries to Paul?

A Not that I'm aware of.

Q Any prior conditions of ill health with Paul before his chain saw accident?

A I'm not aware of any.

Q In the four or five year let's say -- Strike

that.

In the five years before this chain saw accident in June of 2011, was Paul in any way disabled or limited in what he could do physically?

A I don't know.

Q Okay. Well, to what extent you do know -- to what extent your contact you've had with him, you're not aware of any; fair enough?

A Correct.

Q Okay. Are you aware that Paul was under any medical consultation or treatment in the five years prior to Paul's chain saw accident in this case?

A I am not aware.

Q Okay. After this accident are you aware of Paul receiving medical treatment from time to time for his right arm laceration?

A Yes.

Q How many times -- Let's say in the month after this chain saw accident, how many times did you see Paul? I mean, was it every day?

A No. No. Maybe three or four times since this accident I've seen him.

Q Total?

A Yeah.

Q Up until now?

A Yeah.

Q Oh, I see. So it's been very infrequent then?

A Yes.

Q Okay.

A Just the instances where we exchanged what I had given in the beginning of this deposition.

Q Right.

A Those are the only times I spoke to him.

Q All right. So let me summarize that just to make sure we're clear. What you're saying is, I'm assuming before the accident you saw Paul a lot, right, or not?

A I wouldn't even say frequency. From time to time.

Q Maybe once every couple of weeks or something?

A Yeah, that's honest. That's fair.

Q All right. So let me word that all out then. Before the accident you were seeing Paul every couple of weeks maybe infrequently; fair enough?

A Infrequently, okay, yes.

Q Fair enough?

A Yes.

Q After the accident you saw Paul only on those occasions where you had words with him that you described at the beginning of the deposition?

A Correct.

Q And that would have been, looks like, four times?

A Yeah.

Q Right?

A Yeah.

Q Okay.

A With the exception of the one time when he did come up to help me work, but we didn't discuss anything that had to do with the case; he just came up to work.

Q When was that? Was that a different time?

A It was after the accident. He helped me do a roof on my house.

Q So it's different than the four times we talked about at the beginning of the deposition?

A Yeah, we were talking about conversation and this wasn't really conversation. It was -- we were just working.

Q Okay. So that's why I'm trying to get this

summarized.

A Okay.

Q After the accident we talked about four different times you had a conversation with Paul about various things. We talked about those, we tried to give approximate dates and things.

A Yes.

Q Okay. Other than those four conversations with Paul, you said there was one other time you had -- you were with Paul after his accident and that was to do a roof?

A My roof at my home, yeah.

Q Okay. When was that?

A It would be October.

Q Of what year?

A 2011.

Q Same year as the accident?

A Yes. Yeah.

Q All right. So you did -- Was he helping you do roofing work on your house?

A He was helping me tear it off.

Q Okay. Did he have any kind of bandage or brace on his right arm from the injury in this case?

A No.

Q How many days was he helping you?
A Just one.
Q For how many hours?
A Five, six hours.
Q Okay. So you're saying after the accident in October of 2011, we're talking maybe about four months after the accident, Paul helped you on one day five to six hours to pull your old roof up off your house?
A Yes.
Q Okay. Was anybody else helping you --
A Yes.
Q -- during that time?
Who?
A Mike Shoshie, neighborhood friend.
Q How do you spell that?
A S H O S H I E.
Q Is he still a neighborhood friend?
A Yes, he is.
Q Where does he live?
A Two blocks away from me. I can't give you his address; I don't retain it in my memory, but I know where he lives. I could submit that to you at a later time if you'd like.
Q Very good.

MR. BARCH: I need to at least go on record that we started around 1:00. There's been some breaks, it's now 3:45. If Mr. Gagnon's attorney is going to stick to the three-hour limit, I need some time.

MR. MAST: I'll try to wrap it up.

MR. BARCH: I know, but I don't want to get to the three-hour point and have the plug pulled. There's only 15 to 20 minutes left.

MR. MAST: Well, I guess that's -- that's -- I mean, we didn't -- Hold on.

MR. BARCH: Well, I think you and I have a duty to share our time.

MR. MAST: Before the dep we didn't really discuss this so it's fair that you bring that up. I don't know if you have a lot, but I'm trying to wrap it up now with me. I don't think I'm going to take the full -- I don't think I'm going to be a half an hour from now. I don't know how much time you have so is it -- do you have a lot of time or are you just looking at 10, 15 minutes?

MR. BARCH: Yeah.

MR. MAST: Yeah, so we should be fine.

MR. CALLAHAN: Yeah, during the break Mr. Mast and I discussed this. We're told the deposition

started at 1:12. He said he'd wrap it up so you should have time.

MR. MAST: Yeah.

MR. BARCH: Okay. Good. I just want to make sure we're all on the same page, that's all.

MR. CALLAHAN: If you go a little over, I'm not going to jump up and scream.

BY MR. MAST:

Q Anyone other than Mike Shoshie, you and Paul that was assisting on your roof at the time Paul was helping you?

A No one else was assisting but there were witnesses that seen him helping in those duties.

Q That was my next question by the way. Who was that?

A Joe Vlk.

Q How do you spell the last name?

A V L K. No vowels.

Q Where does he live?

A In the neighborhood by me also.

Q Anybody else?

A My wife.

Q Okay. And are you aware of him having any difficulties in helping you during those five or

six hours because of his injury in this case?

A He seemed to not exert himself fully and was, if not nursing, staying away from using that arm in full but nonetheless was still grappling and moving.

Q Fair enough. So you're allowing the fact that he was reserving some of his -- saving himself a little bit for the right side where he hurt his arm in this chain saw accident as if there was something still lingering there?

A Yes.

Q Okay. But he still was able to help you for five or six hours irrespective of what might be his ongoing issue?

A Yes.

Q Okay. So other than those five to six hours that given day in October 2011, you had four other meetings and conversations with Paul that we already fully talked about and there's no more need to detail those anymore; fair enough?

A Correct.

Q Okay. And the first conversation was coming right out of the hospital that day of the accident, right?

A Yes.

Q The next one was four months later, the other one was 2012 and the last one wasn't about any financial thing but it was a little bit before the 2012 meeting; fair enough?

A Yes.

Q Okay. Have you now told me everything that you had -- Well, strike that.

Let me ask this question first. Did you and Paul at any time discuss how or why the accident occurred?

A No.

Q Okay. And that's on both sides. You never told Paul, Hey, why were you holding on to the branch, or, I didn't know you were doing that, or, Why were you grabbing with your right arm? You never told that to Paul, did you?

A No.

Q And Paul never said, Hey, why were you cutting the way you did, or anything like that; he wasn't complaining to you?

A No.

Q Okay. Have you talked to anybody else other than your attorney and your insurance company about what happened?

A No. My mother. Just back to my mother.

Q Oh, and you might have -- You know what? This isn't a big deal, but I think in terms of just being all-inclusive, you did -- I printed out what my assistant wrote down from a recorded statement that you knew I was taking over the phone of you, correct?

A Yes.

Q Did you read this at all?

A That one I -- Yeah.

Q Huh?

A Yeah.

Q This is the narrative from the recorded statement that she took down and I'm assuming she took it down right. I didn't go and read it and listen to it.

A Yeah, I had a few blanks in there and such that, you know ...

Q Well, hold on. The question is --

A Yeah.

Q And I'll mark this as Exhibit 2, okay, and I'll just put a 2 for now. But would you agree that -- and I know you didn't listen to the recording so I understand that, but would you agree that reading this narrative marked as Exhibit 2 accurately states

what you would have said on that phone call to me?

MR. CALLAHAN: I'd just object to the form of the question and as to the number of variables with the recording and with the transcription of the process itself, including some of the language in the transcript and ask him if he could -- I think it's better if this would be pointed out page by page or -- excuse me -- line by line more or less if he's agreeing with that.

MR. MAST: I can do that. Yeah. Joe, I'm just trying to make it easy.

MR. CALLAHAN: Yeah.

BY MR. MAST:

Q Let me put it this way: Have you read this narrative from your recorded statement?

A Yes.

Q Is there anything in the narrative -- and I'll let you read it again if you need to, is there anything in this narrative, Exhibit 2, that you believe you did not say that's attributed to you?

MR. BARCH: Form of the question, but go ahead.

BY MR. MAST:

Q Here, I'll give it to you again. Just read it through. I don't want to go through line by line

unless you want to but basically I'm asking you, did you say those words and is this --

A This besides the blanks that are there --

Q Yeah, besides the blanks.

A -- yeah.

Q Okay. All right.

MR. CALLAHAN: And I'd just point out too that there seems to be -- like if you read that thing in total, there are eight parts where the subject and verb don't agree, there's parts where it goes on, it doesn't make sense and that also has to be considered as well as to the totality of the accuracy and the candor of the statement.

BY MR. MAST:

Q Okay. This is my question, and again I know you didn't compare the audio to that statement; but you read that statement and all I'm asking is, you generally recall giving me a statement over the phone, right?

A Yes, I do.

Q And does that generally, and again we can listen to it to find out specifically what it says; but does that generally meet with your recollection of what you said?

A Yes.

Q Okay. And that's Exhibit 2, correct?

A Yes.

Q All right. Again, it is what it is. Let's put Exhibit 2 on here so we can keep track of these things. Okay.

Now --

MR. MAST: Oh, I didn't put this on the record. I'd like to put this on the record. I don't have answers today of interrogatories, nor I don't think this response is to my production request. Let me just see. No, this response to the production request is to codefendants' response. So I don't have that discovery, nor answers to interrogatories to my discovery. I'm assuming nothing is going to be crazy or different than what went over today but to the extent it does, I'm going to reserve my right to the extent I need to, but let's just mark this as Exhibit 3.

BY MR. MAST:

Q And what Exhibit 3 is, is what I was given today right before the deposition are, Mr. Gagnon, your answers to codefendants' interrogatories and response to production request. Nothing that you need

to concern yourself to other than I will ask you Exhibit 3, is this your signed answers to interrogatories that you're giving in this case?

A Yes, I received this in the mail and answered those questions as they are printed.

Q And you signed it verifying these are your true and correct answers, correct?

A Yes.

MR. BARCH: Do you have a signed version? I don't have a signed one.

MR. MAST: Yeah, it's signed.

BY MR. MAST:

Q All right. Has -- I think defense counsel already answered this, but I just want to make sure that you haven't heard anything that your defense counsel hasn't heard -- has your homeowners insurance rejected or reserved their right for coverage in this case at all, to your knowledge?

MR. CALLAHAN: I'd just object, it may call for privileged conversation and I object as to it may call for conversations with insurance company but -- and I can answer as far as I know, there's been no rejection of anything, and I'll make that stipulation --

MR. MAST: I'll accept your answer then; that's

fine. All right. Let me just look through your answers to interrogatories, the ones that I've got. Hold on one minute.

BY MR. MAST:

Q Have you talked to your mother -- Or strike that.

Have you talked to your parents at all about this incident with regard to whether they saw anything?

A No.

Q Okay. Do you know if they saw anything regarding the incident?

A I know they didn't see how it went down.

Q Did they -- Do you know if they saw the process of what you and Paul were doing in cutting these branches down?

A No.

Q Okay. Do you know if they knew about the incident before you left the property that day?

A Yeah, they knew that something had happened --

Q Okay.

A -- bad.

Q Okay. Since you only met or spoke with Paul

on a few various occasions after the incident, I'm assuming you're not really up-to-date on the nature and extent of his recovery and/or his medical injury; fair enough?

A No, I'm not.

Q Is that fair enough?

A That's fair.

Q Okay. So what limitations or the severity of the injury and what it's turned out to be, you don't know about; fair enough?

A I don't know.

Q Okay. And the work you were doing was at the request of your parents, correct?

A It was at the submitting of my parents for my suggestion that it was a good time to do this.

Q It was for purposes of your parents. It was their property and it was --

A Yes.

Q -- work doing --

A It was for purposes of my --

Q Hold on.

A Okay.

Q It was for their purpose, your parents' purpose to do it. You weren't benefiting yourself in

doing it, were you, other than getting money for it?

MR. BARCH: I object to the form of that question. It calls for legal opinions.

MR. MAST: I don't --

BY MR. MAST:

Q Go ahead. Do you want me to ask the question again?

A Yeah.

Q All right. The work you were doing in cutting the tree on your parents' property when this injury occurred was to benefit your parents, correct?

A Yes.

MR. BARCH: Same objection.

BY MR. MAST:

Q Okay. And you were getting paid to do it, correct?

A Yes.

Q Okay.

MR. MAST: Go ahead. I'll let you go and see if I have anything else here.

EXAMINATION

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.

A I don't know. I mean, I don't know either way so I just don't know. I'm not being facetious; I just don't know.

Q Have you ever talked to Mr. Mcartor about what happened?

A No.

Q No?

A No.

Q They -- There was one conversation --

(Short interruption.)

BY MR. BARCH:

Q There was one conversation I think you had with Mr. Dulberg and Mr. Mcartor was present?

A Yes.

Q And let me see if I can remember which one that was. Do you remember of the four that we talked about earlier --

A Yes, it's the one in the kitchen where Mike was present and Paul had commented that he thought that this was a blessing and the best thing that could have happened because he won't have to work another day of his life. Won't have to retrain for a job, blah-blah-blah, on and on.

Q Okay. Do you recall Mr. Mcartor making any

statements?

A No. No, Mike is a listener.

Q Okay.

A He stays out of things.

Q And I may be confused but was that the same conversation where he -- where you basically said you wouldn't tell something that wasn't true?

A No, that was a separate conversation. I was leaving his house and he kind of just blurted out across the kitchen where Mike was witness to him saying it.

Q The one that Mike was there, there wasn't any discussion about money or --

A No.

Q -- testifying any certain way?

A No.

Q Okay. All right. I guess going back to this whole situation, what brought you out to your -- I guess to this -- to do this work at your mom and dad's place. That's your mom, right?

A Yes.

Q Carolyn is your mom, and Bill's been your stepfather for years?

A For years, yeah.

Q And you were there -- If I understand what you're saying, you were there, there was a discussion as to what to do with these trees now that the shed was down?

A Correct.

Q And it was just a -- if I heard your testimony, a good opportunity to take down these overhanging trees?

A Yes.

Q Was there plans to put up a new shed?

A No. Actually, we installed the same size shed on the same platform in the same spot after the trees came down.

Q Okay.

A As I said, it was opportune because it was absent now.

Q Okay. But was there -- the long-range plan was to put a new shed back in the same spot?

A Yes.

Q A replacement?

A Yes.

Q All right. So before doing that, it was -- your thought is let's get rid of this overhanging tree?

A Yes.

Q All right. And I -- I -- This whole notion as to whether you were paid or not paid, did they end up giving you cash for doing work out there?

A I did a multitude of things; but yes, for that job --

Q Okay.

A -- there was many upgrades done on the property, so ...

Q Did you consider yourself to be their employee or were you just doing a favor for them for money, what?

A No, I was -- I was doing a favor and because of the times, I was getting money where I could and my mom wanted to supply me with some kind of means of income because I couldn't find it anywhere else and I provided a service for her.

Q You called it at one point a chore --

A A chore.

Q -- that you were doing for them?

A Yeah.

Q All right. Now, with respect to the tree trimming and then ultimately whether they were removed, did either Bill or Carolyn come out there and

tell you how they wanted this done?

A No.

Q Prior to you undertaking that job, did you sit down with them and have them tell you what they wanted done, what their expectations were, or anything like that?

A No.

Q Have you ever actually seen either one of them use a chain saw?

A No.

Q Would you agree that you were free to cut those limbs, take down the branches, to do that in any way you saw fit?

A Yes.

Q And you didn't have an invoice or a written contract with them --

A No.

Q -- or anything like that?

A No.

Q And then this whole concept as to whether David was there -- I'm sorry -- as to why Paul was there, he was there -- you invited him over?

A I did.

Q And Mr. and Mrs. McGuire may have known he

was coming over?

A Yes.

Q You told them that?

A Yes.

Q Did you tell them that he was coming over to help you?

A I said that I asked Paul to help me today and they didn't say anything because we worked together before and they're friends, so ...

Q And at that point, if I heard your testimony, there was no discussion between you and your parents about them paying for Paul's time?

A No.

Q And that wasn't something that you and Paul even talked about?

A No.

Q Even up until the point of injury, that was not a subject of conversation?

A No, it was not.

Q Do you know if he was planning on taking some of the trimmed-up branches for firewood?

A I was assuming in my mind that that would suffice him initially, yes, because he had already taken some before from the front yard. He has a

fireplace at his home that he burns --

Q Okay.

A -- where we don't -- or she doesn't here.

Q That was an assumption but was it actually a subject of conversation between you and he?

A No, we did not discuss it.

Q So in terms of what, if anything, Paul might get out of it, as you sit here today, you don't recall any discussions with Paul about what he would get in return for helping you?

A No, he just agreed to help a friend take down some trees.

Q And I -- if I'm understanding your testimony too, Paul wasn't trying to override anything you were doing; he wasn't telling you what to do either?

A No.

Q There was a lot of unspoken things happen between the two of you?

A Yes.

Q The branch that you and Mr. Dulberg were working on -- I'm sorry -- the limb that you and he were working on, that one you mentioned as you were cutting that fourth branch as turning, that one flexed?

A Yes.

Q And you used the word flexed, at one point also bowed, you used that word?

A Yes.

Q If I'm understanding what you're saying, the actual limb itself bent?

A Yes.

Q All right. Did you have that happen on any of the other 24 to 29 branches that you were cutting?

A No.

Q That was the first time that happened?

A Yes.

Q All right. And the -- at the point in time you described, and I don't want to go through in detail what you and Mr. Mast just went over, but you described how you were moving for that -- at the second attempt to get that fourth branch; and if I understood your testimony, simultaneously Mr. Gagnon is coming in with his right arm to grab the limb --

A Mr. Dulberg, yes.

Q -- and the saw and his arm converged simultaneously?

A Yes.

Q Okay. Had Mr. Dulberg gotten his hand

anywhere near the chain saw any closer than 12 to 18 inches anytime prior to that?

A No.

Q At any point in time did you perceive or fear that he was getting his arm too close or hand or whatever, any part of his body too close to the blade of the chain saw that you were operating?

A No. No.

Q Right up until the very end?

A No.

Q Did you ex- -- As you were cutting, having down 24 to 29 branches, because this happened you're estimating on the twenty-fifth or thirtieth branch, correct?

A Yeah, somewhere around there.

Q Limb. Did you expect him to be putting his arm in there to help with the flex?

A No, because none of them flexed previous to that. I didn't foresee it at all.

Q All right. And would you agree that prior to June 28, 2011, indeed right up until the point where Mr. -- where the saw came in contact with Mr. Dulberg's arm, you knew that a chain saw could cut somebody?

A Yes.

Q You didn't have to be told that --

A No.

Q -- by anybody else?

A Did not have to be told that.

Q And would you also agree that you knew that it would be important if you were using a chain saw to keep it clear of somebody else's arm and hands and body for that matter?

A Yes.

Q You didn't have to be told that by anybody?

A No.

Q And you talked about a certain position you took with the chain saw, you called it a lock --

A Locked elbow.

Q Locked elbow?

A Yeah.

Q Is that where one hand's on there -- there's like a bar that you can hold the chain saw with?

A Yes.

Q Then there's another part where there's a trigger?

A Yes.

Q You actually have to pull the trigger to get

the chain to move?

A Yes.

Q And which elbow are you talking about being locked, both of them?

A Right elbow locked into my ribs so that my strokes were short.

Q Okay. So that was some -- that was a technique that you were using to maintain control over that chain saw?

A Yes.

Q Is that something that you learned just in practice or something you heard before?

A No, I witnessed people doing it when they're in close quarters because sometimes you'll have to do that. You know, I have a friend who does tree trimming and I'd just seen it performed before.

Q Okay.

A It's also less fatiguing on the worker.

Q And it may be elementary but correct me if I'm wrong, you were -- as you were using the saw to cut those branches off the limbs, part of what you were doing is removing these limbs, correct?

A Yes.

Q The branches from the limbs?

A Yeah.

Q And part of what you're doing is trying to not hurt yourself --

A Correct.

Q -- in the process?

A Yeah.

Q Were you also endeavoring to not hurt Mr. Dulberg?

A Yes. I had no intentions of hurting anyone.

Q At any point in time prior -- right up until the point where the chain blade came into contact with Mr. Dulberg's arm, did you feel there was a -- did you feel compelled or was there anything causing you to feel compelled to tell him to keep his hands or arms out of the way?

A No, they were not in the way.

Q He was doing that all the way up until that point in time?

A Yes.

Q And if I heard you, you don't know all the injuries -- the extent of any injuries or complications Mr. Dulberg had as a result of that car accident that he had?

A Nerve damage is all I was aware of.

Q Okay. Whether he broke his neck or had any residuals with the elbow, rehab or surgeries, none of that you don't know?

A Yeah, I don't know.

MR. BARCH: All right. That's all I have.

MR. CALLAHAN: I just have one -- two quick questions that you may want to have some follow-up on if I can just go?

MR. MAST: Okay.

EXAMINATION

BY MR. CALLAHAN:

Q Mr. Gagnon, are you aware of any other work that Mr. Dulberg has done in addition to helping you tear off a roof after the date of the incident?

A He tends a garden which is his whole front yard this summer, the last summer. He did some -- He did some renovation and tear-out work for a -- kind of strange you asked that, but a homosexual that lives in Twin Lakes and he just freely gave up, he's like, Yeah, I met your friend Paul.

You know, he helped me tear out the dry wall in my basement and stuff and then I was like, oh, really? And I asked him if he would testify and he said, I don't want to get involved. So maybe he'd

want to get involved now, I don't know, but that was the one example; and then of course on my home, my roofing.

Q So he did some demolition work for some other people?

A Yeah.

Q And that was referred to in your statement that you gave Mr. Mast before this deposition?

A Yes.

MR. CALLAHAN: Okay. That's all I have.

MR. MAST: Yeah, I want to follow up on that.

FURTHER EXAMINATION

BY MR. MAST:

Q He tends a garden. Do you ever watch him tend the garden?

A I've seen him tend to his garden.

Q Since the accident?

A Physically walking in his garden and picking vegetables, yeah. I mean, as far as tilling and that, no, I have not seen him labor as far as tilling, although he did borrow my tiller to till it.

Did I see -- Did I see him? No.

Q Okay. Have you ever seen him till his garden?

A No.

Q The only thing you've seen him do since his accident as far as his garden is to pick vegetables?

A Yeah.

Q Okay. And that's just by when you drive by you see him doing that?

A He's -- He told me at those times when I was there, you know, look at all the produce I have.

Q He told you when? What are we talking about?

A When I was there.

Q After the accident?

A Yeah. On those -- On those occasions that I mentioned, he's got all his, you know, vegetables and stuff lined up at his house.

Q You're going too fast. On what occasions? These conversations we talked about at the beginning of this deposition weren't all at his house.

A No, the one where I was in the kitchen.

Q Right. That's the one time. You said --

A Such as -- Such as that, you know, and --

Q Wait. Wait.

A His brother doesn't tend the garden.

Q Hold on. Hold on. Stop. After the accident how many times have you been to his house?

A As I had said.

Q How many?

A As I had said.

Q What is as I had said? What answer -- How many is that?

A You've got it written down right there.

Q How many? I don't know what you're talking about. How many?

A I told you the one time in the kitchen.

Q Right.

A And there you go.

Q So one time?

A Yeah.

Q Okay. Just say one then; that's the answer. So the question is, how many times have you been to Paul's house since his accident? It's one time, right?

A Yeah.

Q Is that a yes?

A Yes.

Q Okay. So the times that you've seen anything that he's done with his garden, have you ever visited him to see what he does in the garden?

A No, I didn't witness him working in the

garden.

Q Okay. So what you're saying is the testimony you just gave about him tending the garden is what you have had that one conversation when you were at his house that one time after the accident, right?

A Yeah.

Q And that was a conversation you had with him and he said, Hey, look at what I do when I tend my garden?

A Yeah. I was figuring maybe the dog helped him, you know.

Q You know, I'm not trying to be funny. I'm just trying to get the facts, okay? Because what you say might -- you might not understand but it leaves a lot of inferences. I'm trying to finish -- find out exactly what you mean as far as so I don't have to infer what you mean, okay?

A Okay.

Q So I'm not trying to be funny about it. You were there at his house one time after the accident, right?

A Yes.

Q And that was the time four months after the accident?

A Yes.

Q Okay. And that's the information then that you got about him tending his garden, correct?

A Yes.

Q Okay. You've never seen him tend his garden since the accident, have you?

A Picking fruit, tending? Yeah. I mean, are you talking about tilling soil? Are you talking about walking in the garden in the sense --

Q Have you seen --

A What are you saying is tending?

Q All right.

A I don't understand.

Q Okay. I understand that.

A Okay.

Q How many times have you seen him in his garden since the accident?

A We'll say ten times driving by his house, going into the neighborhood that I used to live in, no conversations, not stopping by, not talking to him.

Q I got the answer, ten times.

A But I'd usually seen him in his garden.

Q During those ten times you've seen him in his garden since the accident, what things have you seen

him do?

A Harvesting vegetables.

Q Picking vegetables?

A Yes.

Q Okay. With his hands?

A Yes.

Q Putting them in some type of basket or something?

A Yes.

Q Okay. And you would see him just by passing by so it'd be a matter of a couple seconds you would see him, right?

A Yes.

Q For each of those ten times, right?

A Yes.

Q And those are ten separate dates?

A Yes.

Q Over a course of a summer?

A Over the course of since this occurrence.

Q Okay. So that would be two summers?

A So two summers, right.

Q Okay. Very good. Let's talk about that renovation work then. The renovation work that you're talking about isn't something you saw him do, it's

something that somebody else told you that he has done, right?

A Yes.

Q And who is the individual, what's his name?

A Mike Thomas.

Q Mike Thomas?

A Yeah.

Q He's the homosexual you were talking about?

A Yes.

Q And he lives in where?

A He lives in Twin Lakes.

Q Okay. Are you friends with him?

A No.

Q Okay. So you don't know personally what Paul did, if anything, at Mike Thomas's house, you just know what Mike Thomas told you, correct?

A Correct.

Q Okay. So whether he actually did renovation work, meaning Paul, you don't know; fair enough?

A His basement was renovated.

Q Whether Paul did the work or not, you don't know; fair enough?

A I was told that he did the work.

Q Right, and so now I'm asking do you know if

Paul did the work or just through what you were told?

A I was informed that Paul had done the work inadvertently without asking for me to be revealed that someone -- someone had told me that I know this person.

Q All right. Here, let me say it a different way.

A I know, you're trying to work it your way.

Q I'm not trying to work -- I'm just trying to get the basis of what you're saying and you didn't see him do the work, right?

A No, I didn't see him do the work.

Q So you don't know if he really did the work, do you, other than what somebody told you, correct?

A That's a fair assumption.

Q And Mike is the only person that told you he did the renovation work, right?

A That is correct.

Q And what part of the renovation work you don't know; fair enough?

A That's a fair assumption.

Q Okay.

MR. MAST: That's all I have. Thanks.

FURTHER EXAMINATION

BY MR. CALLAHAN:

Q I hate to do this but one more question. Have you seen Mr. -- In the time you've seen Mr. Dulberg after the accident, have you seen him working on his computer?

A I've seen him working on his computer, yes.

Q All right. And he seems to be able to use both hands on the computer?

A He's always on his computer, yeah.

Q Okay.

A That's what he does.

MR. CALLAHAN: That's all I have. Thank you.

MR. MAST: Now I've got to ask you that. All right.

FURTHER EXAMINATION

BY MR. MAST:

Q How many times have you been to Paul's house since the accident, just that one time?

A Yes.

Q Is that the only time you've seen him operate his computer after the accident?

A That was the time that I've seen him, yeah.

Q Okay. Fair enough.

MR. MAST: All right.

MR. CALLAHAN: Signature reserved.

(Witness excused.)

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

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Margaret Maggie Orton, Certified Shorthand Reporter and Registered Professional Reporter, do hereby certify that on February 4, 2013, the deposition of the witness, DAVID A. GAGNON, called by the Plaintiff, was taken before me, reported stenographically, and was thereafter reduced to typewriting under my direction.

The said deposition was taken at the offices of Thomas J. Popovich, 3421 West Elm Street, McHenry, Illinois; and there were present counsel as previously set forth.

The said witness, DAVID A. GAGNON, was first duly sworn to tell the truth, the whole truth, and nothing but the truth, and was then examined upon oral interrogatories.

I further certify that the foregoing is a true, accurate, and complete record of the questions asked of and answers made by the said witness, DAVID A. GAGNON, at the time and place hereinabove referred to.

The signature of the witness, DAVID A. GAGNON, was reserved by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature on this 9th day of December, 2013.

MARGARET MAGGIE ORTON, CSR, RPR

CSR No. 084-004046

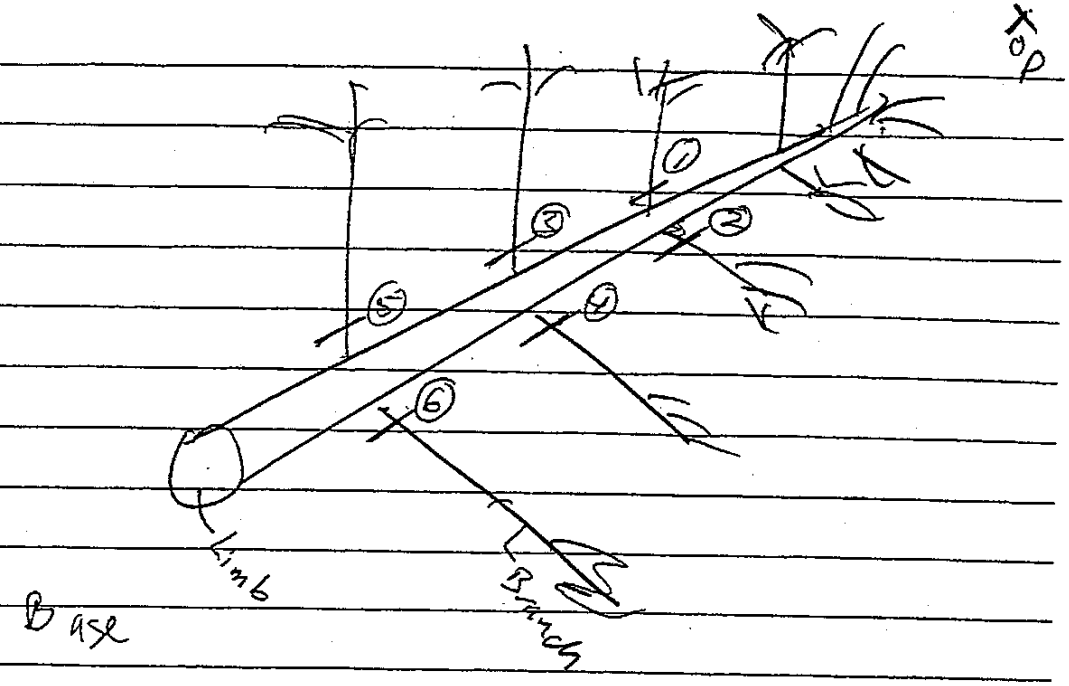


EXHIBIT
PENGAD 800-631-6989
Gagun 1
MMO

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.

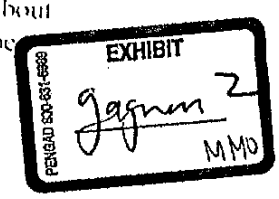
I was turning _____ so that the back was going to cut and an easier go at it. Therefore, the branches that came down, I guess I can say "we" without saying "me" opted to stand the branches up and proceeded to cut. We done this many times, basically scalding off the small branches to make in size of 2 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 cheeked, 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), 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

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 90th 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 90th 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 90th Place, Genoa City Wisconsin 53128; Paul Dulberg, 4606 Hayden Ct, McHenry Illinois 60050; Carolyn McGuire, 1016 W. Elder

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Gagnon 3
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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 ~~front~~ BACK 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 90th 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 90th 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 A. Gagnon

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: 312-558-9821

By: _____
PERRY A. ACCARDO
Firm No.: 46878
E-MAIL ADDRESS:
ILLINOISLEGAL@ALLSTATE.COM
Attorney Bar No.: 6228720
Attorney for Defendant(s):
David Gagnon

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL DISTRICT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG, Plaintiff,	)	
vs.	)	No. 12 LA 000178
DAVID GAGNON, Individually and as Agent of CAROLINE McGUIRE and BILL McGUIRE, and CAROLINE McGUIRE and BILL McGUIRE, Individually, Defendants.	)	

The discovery deposition of KAREN LEVIN, M.D., taken in the above-entitled cause, before Angela M. Ingham, a Notary Public within and for the County of Cook and State of Illinois, and a Certified Shorthand Reporter of said state, at 1900 Hollister Drive, Suite 250, Libertyville, Illinois, on the 1st day of October, 2013, at the hour of 9:00 a.m.

APPEARANCES:

LAW OFFICES OF THOMAS J. POPOVICH, P.C.
(3416 West Elm Street
McHenry, Illinois 60050
815.344.3797), by
MS. THERESA M. FREEMAN,

On behalf of the Plaintiff;

LAW OFFICE OF STEVEN A. LIHOSIT
(200 North LaSalle Street
Suite 2550
Chicago, Illinois 60601
312.558.9821
perry.accardo@allstate.com), by
MR. PERRY A. ACCARDO,

On behalf of the Defendant David Gagnon;

CICERO, FRANCE, BARCH & ALEXANDER, P.C.
(6323 East Riverside Boulevard
Rockford, Illinois 61114
815.226.7700
rb@cicerofrance.com), by
MR. RONALD A. BARCH,

On behalf of the Defendants Caroline McGuire and Bill McGuire.

I N D E X

WITNESS	EXAMINATION
KAREN LEVIN, M.D.	
By Mr. Accardo	4
By Mr. Barch	50
	56
By Ms. Freeman	55

E X H I B I T S

NUMBER		MARKED FOR ID
Levin Deposition Exhibit		
No. 1	Dr. Levin's curriculum vitae	4

(Whereupon, Levin Deposition Exhibit No. 1 was marked for identification.)

(Witness duly sworn.)

MR. ACCARDO: Doctor, could you please state your name and spell it for the court reporter.

THE WITNESS: Karen Levin, L-e-v-i-n.

MR. ACCARDO: Let the record reflect this is the discovery deposition of Dr. Karen Levin taken pursuant to notice, taken in accordance with the rules of the Circuit Court of McHenry County and the rules of the Supreme Court of the state and all other applicable local court rules.

KAREN LEVIN, M.D.,

called as a witness herein, having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. ACCARDO:

Q. Dr. Levin, I'm going to be asking you some questions this morning about a patient of yours by the name of Paul Dulberg, okay?

A. Correct.

Q. All right. I assume that you've given depositions before?

A. Yes.

Q. You're familiar with the ground rules governing depositions, things of that nature?

A. Yes.

Q. All right, great.

We've been tendered your CV which has been marked as Levin Deposition Exhibit No. 1. Is that relatively current and up-to-date?

A. Yes, it is.

Q. All right. Are there any changes on it, or is it up-to-date?

A. It's up-to-date.

Q. All right. You are a neurologist, is that correct?

A. Correct.

Q. All right. And you're currently affiliated with Associated Neurology in Libertyville, Illinois?

A. Correct.

Q. And how long have you been affiliated with Associated Neurology?

A. It will be coming up on 20 years next year.

Q. And within neurology do you have any

specialties?

A. Not anymore. I did a fellowship in electrophysiology and epilepsy, but that's 20 years ago. I've been practicing general neurology since.

Q. And you have a couple of publications listed on your CV?

A. During fellowship, yes.

Q. Okay. Would either of those be applicable to this case, or is there any information that we can glean from those that would be useful in this case?

A. Only that they were related to EMG studies and he had an EMG but, other than that, not really.

Q. All right, great.

Are you board certified?

A. Yes.

Q. All right. And what does board certification mean?

A. In neurology there's two parts you have to pass, a written board and then an oral board, and then every ten years recertification.

Q. All right. Do you have any independent recollection of Paul Dulberg?

A. Some, but I still would need my notes

also.

Q. And you have your notes here. Is that your complete chart for Paul Dulberg?

A. Yes, it is.

Q. And would that be the complete chart for Associated Neurology then as well?

A. Correct.

Q. Now, it looks like Mr. Dulberg treated with Associated Neurology back in the early 2000s, is that correct?

A. Correct, with somebody else in the office, right.

Q. Than that was Dr. Grobman?

A. Correct.

Q. And that was all as a result of an automobile accident and involved the left side of Mr. Dulberg's body, is that correct?

A. Per the notes I have, yes.

Q. All right. Now I looked through those notes the best I could. Some of the writing I couldn't read; but in those notes related to the prior automobile accident, are there any complaints or anything related or anything that mentions any problems that Mr. Dulberg had with anything on the

right side of his body, in particular his right arm? I didn't see any.

A. I actually see there's a note on August 23rd of 2002. That's an exam that says pressure in the right supraclavicular fossa elicits pain, digits 3 and 4 of the right hand dorsally?

Q. And that's August 23rd --

A. Of 2002. And, again, I don't know if it was supposed to be left because that's the only time I see right. It's not my notes. I can't tell you.

Q. Okay.

A. Other than that, it looks like it's all saying left.

Q. Okay. Just going back to that August 23, 2002, whether or not it's supposed to be left and says right, if it were, in fact, right sided, could you explain in laymen's terms what that part of that note means?

A. That when he gave pressure like right under the neck area he had some sensations in the pinky and the finger next to it.

Q. And, again, that's the only mention that you see of right sided?

A. Correct.

Q. And I know you're not the doctor that treated Mr. Dulberg at that time. I know it was Dr. Grobman; but if he were in the office for left-sided problems, would there be any particular reason that you would think of for the examination or for this pressure to be put on the right side?

A. You just would do a full exam. Again, I suspect with everything else looking in here that that was supposed to say left because it's the only mention anywhere of right.

Q. Okay. All right.

A. And Mr. Dulberg, I think the first time I saw him, had said he had never had any right-sided problems.

Q. Before the deposition today, did you review any other documents other than the records contained in your chart?

A. No.

Q. Okay. Now it looks like the first time that Mr. Dulberg came to see you was on July 28th of 2011; is that right?

A. Correct.

Q. And why was it that he came to see you?

A. He had had an injury while holding a branch; and a chain saw cut his right forearm.

Q. And he filled out a health questionnaire at that time?

A. Correct.

Q. And under his medical history he indicated headaches. Do you have that, or no?

A. I will in a second.

Q. Okay. Under his health medical history, he indicated headaches, muscle weakness, numbness, and tingling sensations and neck pain, is that correct?

A. Correct.

Q. And he was 41 years old at the time?

A. Correct.

Q. And right handed?

A. Correct.

Q. Now jumping back a little bit to the prior treatment that was done for the left arm, what type of procedure was performed on Mr. Dulberg's left arm? He lists a left arm ulnar nerve trans?

A. Right. That would be an ulnar nerve transposition. Behind the elbow, the nerve kind of gets caught in an area called the ulnar groove, and

they sort of take it out, and it's basically the carpal tunnel of the elbow. So they just move the nerve over a little so you don't get the symptoms of pressure on the nerve.

Q. Okay. Going to the second page of the health questionnaire, I don't know if it's the second page necessarily but it's --

A. My examination sheet.

Q. Okay. That would be your examination sheet?

A. Yes.

Q. And is that two pages then?

A. Yes. It's a front and a back.

Q. Okay, all right. The first page under explanatory notes there's a little diagram of a hand. What does that show? What are the little hashmarks for?

A. It's where he had a cut mark.

Q. Okay. Under reflexes it looks like there are some marks. What do those indicate?

A. That his upper extremity reflexes were symmetric and what we call one. Reflexes are graded between one and four, and his were one.

Q. One being best?

A. No. It's just how strong they are, but it's just more of a symmetry thing. Four is an abnormally brisk reflex; but between one and three, you're more just looking to see if they're symmetric on both sides, and his were.

Q. And then going into the second page, there's a little diagram and some notes next to it. What does that say, and what does that indicate on that diagram?

A. In that area that I have the darkness which is in the distribution of the ulnar nerve, he had -- actually it can be the ulnar or C8 based on that diagram. He had decreased sensation to light sensation, pinprick sensation, and temperature sensation.

Q. All right. And how are those tests performed, the light touch, the pinprick, and the temperature?

A. It's comparing side to side parts of the arm using -- light touch is a tissue, pinprick is a safety pin, and temperature is a cold tuning fork.

Q. Would you consider those to be objective or subjective?

A. Subjective.

Q. And then there are some notes then underneath, underneath the diagram?

A. Sure.

Q. What do those say?

A. It says likely branch sensory neuropathy, check an EMG, and may need to see a hand surgeon.

Q. And what is branch sensory neuropathy?

A. That is as opposed to cutting one of the main nerves that he had cut sensory nerves that are kind of on the ends, the tiny little branches that go to do the sensation peripherally in the hand.

Q. And it looks like then following your July 28th visit you wrote a letter to a Hans Mast, who is Mr. Dulberg's attorney?

A. I'm glad you knew who it was because that's what I was looking through a little bit before just now when I was here, trying to figure out who Mr. Mast was, yes.

Q. The mysterious Mr. Mast. All right, yes, and that was prepared following your examination of July 28th?

A. Correct.

Q. Is there any indication as to how it was that Mr. Dulberg came to see you? Was it on the

basis of a referral, another physician?

A. I looked at his patient information sheet and referred by is empty, so I don't know. Probably because he had been here before would be my guess.

Q. Okay, all right. And in that letter -- I know you already mentioned that Mr. Dulberg told you that he had never had any difficulties with his right arm?

A. Correct.

Q. All right. And other than the one sentence that talks about holding a branch for a neighbor when a chain saw came up and cut his right forearm, did Mr. Dulberg give you any other details about how the accident happened?

A. No, he did not.

Q. Does your chart contain any of the emergency room records? It would be from Northern Illinois Medical Center?

A. No.

Q. And in that letter, he indicates that he had originally very significant pain but as the pain was getting better he started noticing that he had numbness in his fifth digit and the inner

aspect of the forearm, is that correct?

A. Correct.

Q. Is there any indication in your notes as to how long this significant pain lasted or when it was that it started to get better and he noticed this numbness and tingling as far as time goes?

A. No.

Q. And the fifth digit, which one is that?

A. Pinky.

Q. It also indicates that he had not been dropping things. Is that significant to you?

A. The weakness. First signs people have a weakness is they can't grasp things or they're dropping them.

Q. Needless to say, that would be a good thing that he was not dropping things?

A. Correct.

Q. And he indicated that it was just mostly a tingling and a numb feeling?

A. Correct.

Q. And he talked about him undergoing the nerve conductions. Is that the EMG that is talked about in the note?

A. Correct.

Q. All right. And when was that done? When was that performed?

A. On August 11th -- or actually August 10th of 2011, which I know is interesting that it's prior to the date on this letter, and I don't know. They must have just dated the letter the date of his evaluation as opposed to when I actually dictated it.

Q. All right. You anticipated my next question.

And what is an EMG?

A. There's two parts to it. An EMG actually is -- the first part is called nerve conduction velocities, which check how your nerves conduct the impulse, stimulated at one point and recorded in another, and see how fast the response is, the size, shape, and speed of the response, comparing it to normal.

The second part is a part where you actually put a pin into muscles. He did not have that part because what I was looking for was to see how the nerve conductions were working.

So we kind of group it altogether and call it an EMG even though in reality when all he had

was the nerve conduction part.

Q. And what were the results of the nerve conduction?

A. That it showed that all the big branch nerves were conducting the electricity the way they should, the medial nerve and the ulnar nerve, which are your two big nerves in your arm.

Q. And when you say "the big branch nerves," is that as sensitive as the nerve conduction gets, or would it go into any other smaller nerves?

A. No, that's as sensitive as it gets is looking at the big nerves. It doesn't pinpoint down to the nerve endings themselves.

Q. Okay. Is there any type of test that can figure out or tell you what's going on with the nerve endings or the smaller nerves?

A. After you get from the median nerve or the ulnar nerve, no, you can't really differentiate into the little branches that come off of it, so no.

Q. And then following that EMG which would have been on 8-10-11 -- or, I'm sorry, the nerve conduction study. I guess it's better to call it that. You indicated that you recommended that he

see a hand surgeon?

A. Correct.

Q. Okay. And why was it that you wanted him to see a hand surgeon?

A. Just to make sure that they didn't feel that there was anything else that needed to be explored or anything that they thought could be done with the scar that was there, anything else like that.

Q. Do you have any idea as to whether or not Mr. Dulberg ever went to see a hand surgeon?

A. Yes, he did.

Q. And who was it that he went to see?

A. The first person he saw in December on December 2nd of 2011 was at Mid-American Hand and Shoulder, Dr. Marcus Talerico, T-a-l-e-r-i-c-o.

Q. And do you have a report back from Dr. Talerico?

A. Yes, I do.

Q. And what did that indicate?

A. It says there is no evidence of 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.

They did not think he needed surgery.

Q. And was there another doctor or another hand surgeon that he went to see?

A. On February 29th of 2012, he saw Dr. Sagerman, Scott Sagerman, S-a-g-e-r-m-a-n.

Q. And do you have a report back from Dr. Sagerman?

A. Yes.

Q. What kind of doctor is Dr. Sagerman?

A. He's a hand surgeon.

Q. Okay. And what did Dr. Sagerman tell you in his report back to you?

A. Well, actually it was Dr. Sek, S-e-k, who had sent him there, so I was just getting a copy of it.

Q. Do you know who Dr. Sek is?

A. No, I don't. His note said that there was the scar in his forearm, tenderness and sensitivity over the scar, and sensitivity in the -- that area we were talking behind the elbow, what's called the cubital tunnel. He thought that there was partial ulnar nerve injury, and he referred him for an EMG.

Q. Do you have any idea -- or did you get a report back on that second EMG?

A. Actually that's why I had that note because he came here on March 13th of 2012.

Q. And that was on the recommendation of Dr. Sagerman?

A. Correct.

Q. All right. And what were the results of that 3-13-12 EMG?

A. It was normal, and this time both the needle part and the nerve conductions were done.

Q. Okay. Was there any more follow-up that your chart shows with Dr. Sagerman or any other communication between the offices?

A. I spoke to Dr. Sagerman on that March -- May 16th of 2012. Is that the EMG date? Now I've got to look back. That was March. Okay, so a couple months later I have a note here on May 16th, I spoke to Dr. Sagerman, and Dr. Sagerman would like the patient on neuropathic pain medications.

I was just trying to figure out why the patient was here, so he was in to be put on what we call neuropathic pain medicine, gabapentin, Lyrica. There's other ones, too, but those are the two common that help with unusual sensations.

And I believe I spoke with Dr. Sagerman

sometime this year also. I'm not seeing if it's in my notes or I just vaguely remember speaking to him sometime this year about Dr. Sagerman wanted to get another opinion from another neurologist. I don't see my note on it, but that's one of my independent recollections.

Q. And do you recall as to why Dr. Sagerman wanted to get another opinion from another neurologist?

A. Well, when Mr. Dulberg had come back in August complaining of a new symptom of contractures in his hands.

Q. And contractures meaning what?

A. Well, something that's called a dystonia-like symptom where his hand was cramping up.

Q. And that was something new as of --

A. Well, the first time I had seen it was in August, August 14th of 2013, but Mr. -- let me look through my notes here.

Yes, Mr. Dulberg said he had been having those spells since his original injury and they had only been rarely and now they were several times a day.

Q. Now when was the last time that

Mr. Dulberg came to your office?

A. August 14th of 2013.

Q. And before that when did he come?

A. February 4th of 2013.

Q. And before that?

A. May 16th of 2012.

Q. I don't think I have the records from February 4th or August 14th of 2013. Would we be able to get copies of those?

A. Sure. So February 13th of '12 is the last note you have?

Q. The last I have is -- yes, I think I have 5-16-12.

A. You do have that, okay.

MR. BARCH: Here is where the notes ended, right there, so you can see your page has some --

THE WITNESS: Okay.

MR. BARCH: The very top page has some entries after that.

(Discussion had off the record.)

BY MR. ACCARDO:

Q. Now backing up a little bit -- I think I'm getting a little ahead; but backing up, are there any handwritten notes other than the notes for your

examination that we talked about from the July 28, 2011 initial visit?

A. Yes. Anytime that Mr. Dulberg would call in and talk to my assistant there would be a note that says mostly PC for phone call.

Q. Okay.

A. Or if records were released, they will be saying per subpoena records released.

Q. Okay. Could I see the handwritten notes from 7-28-11 because I don't think I have that either. That would have been his initial visit.

A. Oh, yes, that there wouldn't have been. It would have just been the sheet you had here and then I dictated out, so that there's no -- there's isn't anything.

Q. All right. So then he comes back. His second visit was August 10, 2011. We talked about that a little bit, and do you suspect then that this letter of July 28, 2011 was prepared after the August 10, 2011 visit?

A. Correct, it would have been put together on that August 10th.

Q. Now in that August 10, 2011 note, you indicate that he likely will improve somewhat over

the next several months?

A. Correct.

Q. Why is it that you believed at that time that he would improve somewhat over the next several months?

A. The typical pattern of this type of an injury.

Q. And by several months, what are we talking about?

A. Well, it used to be said that between six months and a year would be the most for recovery. Now we say even up to maybe two years you can have a little recovery back, but certainly the majority of it is going to be between six months and a year.

Q. And in your letter you indicate sort of the same thing, that that may improve or you indicate that it may result in permanent numbness in the distribution that he was showing numbness.

How often or in what percentage of cases that you've dealt with would you say that this type of injury has resulted in permanent numbness?

A. Cutting of a nerve can result in permanent numbness often; but, again, it's just usually a numb sensation in the distribution of that little

peripheral nerve?

Q. And just to be clear, when he came to see you both on July 28, 2011 and August 10 of 2011, his complaints were of the numbness and the tingling, not pain, is that a fair statement?

A. Correct. He had mentioned as the pain was getting better he started noticing the numbness and tingling.

Q. And in your notes there's no specific complaints of him having trouble with pain in the right forearm?

A. Correct.

Q. Okay. Did he ever mention to you any problems or anything associated with the area where the scar was or the scar itself?

A. At that point in time, no.

Q. Now after August 10th of 2011, he came back to the office on January 30th of 2012?

A. Correct.

Q. And why was it that he came in at that time?

A. His therapist asked him to be re-evaluated.

Q. And by "therapist," are we talking about a

physical therapist, I presume?

A. Correct.

Q. Do you know where he was undergoing physical therapy or anything like that?

A. No, I don't.

Q. Do you have any idea who recommended or who ordered him to undergo any physical therapy?

A. No, I don't.

Q. Given the symptoms that he was complaining of back in August of 2011, would any type of physical therapy have been something that would have been your recommendation?

A. No. We had asked him to see the hand surgeon, so it's very likely they recommended it.

Q. As far as making a decision regarding therapy for the symptoms that he was complaining of back in August of 2011, would you defer to a hand surgeon for a decision regarding physical therapy or the need for it?

A. Yes.

Q. Did you ever get any records from any physical therapists? I'm guessing not since you didn't know where he got it but...

A. That was the hand surgeon's notes I was

just going back to look; and actually, yes, it does look like in the hand surgeon's notes that they sent over there was some therapy notes, Dynamic Hand Therapy. That would have been February 6th of '12, so it would have been after. So after we saw him we must have asked for some notes from the therapist.

Q. Now going to the January 30, 2012 visit, what were his complaints when he came back in for this re-evaluation?

A. He was complaining of numbness and tingling and burning on the ulnar side, kind of the inner side of his arm and hand; and if he bent his little finger, it made the pain worse.

He had been filing for disability for disk disease and wanted to make sure that the symptoms he was having weren't related to the disk disease.

Q. Do you know what he's talking about as far as this disk disease, what part or parts of his body he's talking about?

A. No, I don't. If he was worrying about being from his arm, though, usually that would be cervical disk, not lumbar; but I don't know what he was applying for. I certainly was not the one

giving him disability.

Q. All right. Now I know that in his initial intake with you he had indicated a history of neck pain?

A. Correct.

Q. Did he give you any more details about that?

A. No, but it also was on his health questionnaire of 2002.

Q. Okay. And I think going back to the little diagram of the person back from July 28th of 2011 you had mentioned, I think, there being a C8 involvement or ulnar nerve involvement in that particular area --

A. Correct.

Q. -- that he was complaining of?

A. The distribution that he had, it could be C8 or ulnar. The EMG kind of excluded both of those.

Q. Okay. C8, however, that would be the cervical spine?

A. Correct, the cervical nerve root lesion, but his EMG was normal.

Q. This indication of burning on January 30th

of 2012, was that something new?

A. Well, when I had seen him July 28th, he was complaining of tingling and numbness, no burning at that time.

Q. Okay.

A. That kind of all goes together. It's what we call paresthesias, so they kind of all do run with each other.

Q. It's not significant to you at all that he's coming and complaining now of burning feeling in January of 2012? It's just pretty much all lumped together?

A. Correct.

Q. Okay. And the area in which he's complaining of symptoms, was it the same in January, on January 30th of 2012, or had it expanded or contracted at all?

A. Same area.

Q. How about the bending of his little finger aggravating the pain and I think it also said sets it off all day, does that have any significance to you?

A. Not really explainable why that should be doing it.

Q. And did you perform an examination of him then on January 30th of 2012?

A. Yes.

Q. And what were the results of that examination?

A. He had shown decreased strength in moving his little finger out but not in. Abduction is out but --

Q. Out being away from --

A. Away from the middle. If your hand is together, pulling your fingers apart but not pulling it in.

Q. And would that be an objective or a subjective finding?

A. You ask somebody to give you their full strength. Obviously they don't have to be giving you their full strength, but you would like to presume they are.

Q. Any other abnormal findings in that examination?

A. When he flexed his fifth digit, he complained of this pain up his arm. So bending your pinky is what flexing your fifth digit means.

Q. And, again, would that be subjective or

objective?

A. Subjective.

Q. And can you think of any reason or if -- there's no explanation for why that would be the case?

A. Right. I was trying to come up with maybe there was some type of a neuroma, which is a bundle of nerve endings somewhere on the nerve that he's irritating, somewhere on the tendon. So that's why I recommended that he get the MRI scan of his forearm.

Q. Underneath in your handwritten note -- and I apologize for not being able to read some of it, but under the flexion of the fifth digit, there's --

A. Scar is raised, question, bump on it.

Q. Okay.

A. So that's the bump could be a neuroma, so that's why I decided to do the MRI.

Q. Okay. And so the area where he had the scar, it was raised?

A. Yes, so it wasn't a flat scar. It was raised off, still in the healing stage likely also. Scars takes years to change.

Q. And the bump, was that something that was visible, or is it something that you found upon examination?

A. To feel and that's why I even have it as question, so was there a bump or wasn't there. So, again, I wanted to get that MRI just to make sure.

Q. And did he have that MRI then?

A. Yes, he did.

Q. And what did that MRI show?

A. No neuromas, normal tendons.

Q. And when was that MRI done?

A. On February 3rd of '12.

Q. And he came back to see you for follow-up on that MRI on February 13th of 2012?

A. Correct.

Q. And I presume that you gave him the results of the MRI?

A. Correct.

Q. And in your handwritten notes, what does that say under here for results of MRI?

A. MRI negative, I do not know why patient has continued symptoms, not sure why when he bends his little finger things get worse with pain in entire arm. I suggested he get a third opinion

with Dr. Scott Sagerman.

Q. And it looks like that was a relatively short visit?

A. Ten minutes. That's -- our follow-ups are usually between ten and fifteen minutes.

Q. And then we already talked about he went to see Dr. Sagerman and Dr. Sagerman then sent him back to your office for this second EMG that took place on May 13th of 2012?

A. Correct.

Q. Okay. I'm just trying to get the time frame --

A. Actually it's March 13th of 2012.

Q. Oh, March 13th, I'm sorry. All right.

And the next contact with your office then was on May 4th of 2012?

A. It looks like somebody asked for records. Record release to Thomas somebody.

MS. FREEMAN: Popovich.

THE WITNESS: There we go.

BY MR. ACCARDO:

Q. Okay. So no office visit, no contact with Mr. Dulberg?

A. Correct.

Q. Just a records release?

A. My office manager sent out some records.

Q. Okay. He came into your office then on May 16th of 2012?

A. Correct.

Q. All right. And why was he there on May 16th of 2012?

A. Dr. Sagerman wanted him to be on neuropathic pain medicines.

Q. And we had already talked about that, or you had mentioned some of those earlier?

A. Correct.

Q. Did you put him on some pain meds at that time?

A. Yes. We started gabapentin, 300 milligrams, and then to increase that to twice a day within a week.

Q. And what is that for?

A. It -- originally actually gabapentin was an antiseizure medicine. It's a lousy antiseizure medicine. It works better on the nerves that fire wrong.

Someone years ago thought, oh, if seizures are nerves that fire wrong, why can't it work for

peripheral nerves, and it does. Basically no one knows why.

Probably what happens when it's an irritated nerve, instead of -- like if you think of an electrical cord, instead of your impulses going down each little cord, they jump from cord to cord and then they -- or jump from nerve to nerve in this case, and the gabapentin stops that jumping. It's all theory, though, but it works.

Q. Are there any side effects for that medication?

A. Generally that one is very well tolerated. That's why it's the first we like to use.

Q. And the dosage that you put him on, was that a standard --

A. Still very small. Some people -- even getting him up after that week, he would be on a total of 600 milligrams. Some people need as much as 3 grams. So we just build it up to, (a), symptoms are gone, (b), you tolerate, or, (c), about 3 grams. After that, it really won't do much more good.

Q. And what were his complaints then, or what did he tell you during the May 16, 2012 visit?

A. He thought his strength was bad. He thought the pain was still there. He wasn't sure if it was as bad as it was but only lasting a few seconds. Doing physical therapy or small things, small work with the hand -- that's why it's small caliber is small things with the hand -- brings the pain on at the scar. He wears his splints at night.

Q. Do you know who it was that put him in a splint?

A. I guess it would be Dr. Sagerman, but I would have to go and look at the records from him to see.

Q. And then you talk about adding the drug then?

A. Correct. And then he's going to call in two weeks or if he had anything that he thought was unusual, any side effects, to call sooner.

Q. Did you perform an examination of him at that time, or was it pretty much just him telling you these things?

A. Just telling me.

Q. Your next contact with Mr. Dulberg was on June 1st of 2012?

A. No. He spoke with Melissa, my clinical assistant, on June 1st that said he had done some gardening two days ago and his symptoms were increasing. So we increased the medication to 600 milligrams twice a day.

Q. And that was just a telephone call?

A. Correct.

Q. And it looks like there was another call on June 11th of 2012?

A. Correct.

Q. And what was he complaining of at that time?

A. Still been noticing frequent twinges of pain, discomfort from the nerve when he uses the arm. So we increased him now to 900 milligrams twice a day.

Q. Now I noticed during the subsequent visits and certainly after Mr. Dulberg was seeing Dr. Sagerman and undergoing the physical therapy that he talks a little bit more in the records or there's more mention in the records of there being pain with use of the arm where there didn't seem to be that initially. Can you offer any explanation, or is that significant to you at all?

A. I can't offer a good explanation for it, no.

Q. Okay. That is not something that you would normally expect to see given the nature of Mr. Dulberg's injury that there being a later onset of pain with use --

A. Correct.

Q. -- is that a fair statement?

A. Correct, unless something like a neuroma had developed which we looked and hadn't. That's what the MRI was for.

Q. Okay. Now it looks like it gets a little bit cut off here down at the bottom. Is that July 16th of 2012?

A. Yes. Again, it looks like my office manager faxed records this time to SSA, which should be Social Security Administration, I'm assuming, so he must have been applying for some kind of disability.

Q. And then it looks like in July of 2012, September of 2012, and November of 2012 that's all dealing with records and releases and things like that?

A. Correct.

Q. And there was a telephone call. Then the next contact was July 23rd of 2013?

A. Phone call from January.

Q. Sorry, January 23rd of 2013.

A. Correct.

Q. And what did he indicate during that telephone conversation?

A. He's -- again, he spoke with my clinical assistant, said there was an overwhelming flash that comes over him, confused, hard to breathe, responsive driving, and no loss of consciousness, because we always want to make sure if somebody is talking about that that they're okay driving, and not sure if it's a panic attack. He wasn't sure where to go with this.

She talked to my associate who was on call. I was probably not in town at that point in time, and my associate said he should make an appointment to see me.

Q. Okay.

MR. BARCH: That's good advice.

BY MR. ACCARDO:

Q. Good, solid advice.

All right. And did he then come into the

office?

A. Yes.

Q. And that was on February 4th of 2013?

A. Correct.

Q. All right. And what were his complaints at that time?

A. He had been on a medication called fluoxetine. He abruptly stopped it, and then for two weeks he was getting those spells like were described above.

Q. What is fluoxetine --

A. I'm sorry, I say it the other way. He stopped it for two weeks, and the spells got better. Then it says none since back on medicine, so somebody put him back on.

It's usually used as an antidepressant, but I don't know what he was on it for.

Q. Okay.

A. Then it said he had surgery with Dr. Sagerman to remove scar tissue. Since then he had been feeling a lot better, but the strength hasn't come back; and also when he uses his hand, the burning comes back.

Q. Okay.

A. He was also now complaining of symptoms on the left side and headaches and went into some things about his headaches.

He uses hydrocodone for his headaches. He had never been on Triptans, which are headache medications; and his examination was normal at that point in time, and we recommended some headache medications for him and then to continue on his gabapentin for the arm.

Q. As far as a physical examination of the right arm and the area involved, that was normal?

A. Right. We had been looking at strength, and in this exam I probably didn't go into a detailed sensory exam in a follow-up. That was mostly more now for his headaches.

Q. Can you think of any reason why headaches would be associated with any injury that he may have suffered to his right forearm?

A. No, there's no connection.

Q. Did you get any surgical notes from Dr. Sagerman as far as what procedure was performed?

A. No.

Q. Safe to say then that you would defer to

Dr. Sagerman regarding any procedure that was performed by him and relating it back to the accident or the need for it related to any injuries that Mr. Dulberg is claiming?

A. Correct.

Q. Was there any examination or anything undertaken regarding his left arm since he was then complaining of left, quote, unquote, tennis elbow?

A. No.

Q. Tennis elbow, is that essentially the same thing that he had been complaining about related back to that prior care following the 2002 accident?

A. Correct.

Q. And I guess in not laymen's terms what is tennis elbow?

A. Pain behind your elbow that affects that nerve that goes to the groove back there and can cause trouble down your arm.

Q. And given the procedure that Mr. Dulberg underwent for his left arm back in 2002, is that a condition that can come back or --

A. Yes, it can.

Q. Okay. And under what circumstances or for

what reasons would something like tennis elbow come back or show itself?

A. Continued repetitive use of that area, same thing as why do people who have carpal tunnel get carpal tunnel again, continuing the same things that can cause it.

And I have not reviewed his records from 2002, whether his was traumatic back then; but once you have it, repetitive use of the elbow can certainly do it.

Q. And then it looks like on -- is it May 29th of 2013 there was a telephone call?

A. Correct.

Q. And what were his complaints at that time?

A. A migraine, unrelated to his injury.

Q. Any complaints at all regarding the right forearm or the left arm at that time?

A. No.

Q. Then another telephone call on August 12th of 2013?

A. Correct.

Q. And what was that in regards to?

A. It says he had been taking his gabapentin until July and then he stopped it back because he

didn't think it was doing anything for him, but now he was realizing it was helping him, and the physical therapist recommended he restart it. So we recommended he come back to be seen if he wanted to restart the medicine.

Q. The medication that he was on, the gabapentin, is that something that you would recommend somebody stop on their own accord?

A. No.

Q. Okay. Why not?

A. Well, for one reason because it is an antiseizure medicine. If you abruptly start it, you can cause a seizure, so you want to taper those kind of medications.

Q. Abruptly stop it?

A. I'm sorry, abruptly stop it, yes. So those are the kind of medicines you like to taper, not just stop.

Q. Not just stop cold turkey?

A. Correct.

Q. All right.

A. Pretty much a good idea on any medicine to check with your doctor first.

Q. More useful advice, thank you.

He came in on August 14th of 2013?

A. Correct.

Q. All right. And that's the last time he has physically been in the office?

A. Correct.

Q. Okay. Why did he come in on August 14th of 2013?

A. Again, he stopped his medication. He was now noticing spells of tingling and burning in the scar area and contraction in the scar area, and his whole hand including the wrist contracts and curls up.

Q. And he indicated that that condition would stay for a few seconds?

A. Correct. He said at other times he thinks the strength is bad. He said that Dr. Sagerman had told him there was scar tissue. He had told me that these spells of the hand contracting had actually been there since his original injury, they had been rare, and now were happening several times a day.

Q. And that was the first mention to you of the spells of contraction?

A. Or my seeing any contractions in his hand

in his exam.

Q. And was there an examination performed?

A. Yes.

Q. And what were the results of the examination?

A. Strength looked normal. There was no atrophy, which is shrinkage in the muscles which you would see from continued contractures or continued disuse of the hand, and his reflexes were equal.

MS. FREEMAN: I'm sorry. Court Reporter, can you repeat her answer?

(Record read as requested.)

BY MR. ACCARDO:

Q. During that office visit of August 14th of 2013, were there any complaints regarding the left arm?

A. Not that I have written down.

Q. And what was your impression then on August 14th of 2013?

A. Confusion. Not knowing why he was still having these -- why he was having these dystonia symptoms, I recommended he go back and see the hand surgeon and put him back on the gabapentin since he

thought it was helping.

Q. And by, I guess, saying confusion, safe to say then that there were no -- or there was no clinical correlation that you could find between your findings upon examination and the complaints that Mr. Dulberg was complaining of at that time?

A. Correct.

Q. Is that a better way to that?

A. Yes. And, like I say, over the course of seeing him all these times, I had never seen any of these things he was now complaining of that he said he had continually from the beginning, which is a bit unusual.

Q. And it looks like the last -- well, no. There was a telephone call on September 25th of 2013?

A. Correct.

Q. Okay. What did he say during that telephone call?

A. He said he had seen another neurologist, Dr. Kujawa, and he said that Dr. Kujawa had told to call us about his gabapentin. None of this was making sense to me since Dr. Kujawa is a neurologist. So we got some of her records, and

actually she's going to give him Botox for his dystonia, and she's going to be managing his Neurontin.

Q. Botox for his dystonia?

A. Yes.

Q. Could you explain that to me a little bit?

A. Well, if someone has continued contractures, Botox is a treatment for it. I'm just a little concerned in that I see in Dr. Kujawa's notes again he said that he had this curling continually for 18 months. I'm not sure that it actually has been there for those 18 months, so I'm not sure that I would use Botox on this gentleman.

I don't do Botox anyhow, so I couldn't use it anyway, but he's not someone I recommend for Botox, let's put it that way.

Q. And the last contact with Mr. Dulberg was on September 30th of 2013?

A. Again, Melissa basically called him back to say we got Dr. Kujawa's notes and what she was saying is that she can manage his care, so she would be.

Q. Okay. And are you familiar with

Dr. Kujawa?

A. Yes.

Q. So as far as you're concerned, presently Mr. Dulberg is under the care of Dr. Kujawa for the problems that he had been seeing your office for?

A. Correct.

Q. Do you have an opinion within a reasonable degree of medical and neurological certainty as to what, if any, injury Mr. Dulberg suffered as a result of the June 28, 2011 incident with the chain saw?

A. Yes, I do have an opinion.

Q. And what is that opinion?

A. He had a branch nerve disturbance that would cause some sensory changes in his forearm and hand.

Q. Which could possibly result in a permanent injury?

A. Permanent numbness and potentially even some -- what we call the paresthesias, the tingling numbness feeling in an isolated distribution.

Q. And as far as any continuing care or treatment for Mr. Dulberg, would it be limited to the medication that you had put him on?

A. That's what I would feel, correct.

Q. The injury that you believe that Mr. Dulberg suffered as a result of the accident, would that result in any loss of use of the right arm or hand, or are we just talking about the numbness and the tingling sensation?

A. Numbness and tingling sensation.

Q. Okay. So he should be able to use his right hand and his right arm normally?

A. Correct.

Q. I don't think I have anything else. Thank you, Doctor.

EXAMINATION

BY MR. BARCH:

Q. Dr. Levin, my name is Ron Barch. I'm here on behalf of a couple of the defendants in the case as well. Mr. Accardo did a good job covering everything, but I do have a couple follow-ups.

Just as a layperson -- I don't play a doctor on TV or anything -- from an anatomy standpoint we've been talking about the ulnar nerve and the median nerve. Do those emanate somewhere in the neck? I think you mentioned something about C8 nerve roots?

A. All nerves start as the nerve roots that come out from the neck. They then kind of get together under your arm into an area called the brachial plexus, which then distributes out to nerves down the hand, down the arm and hand.

The two final branches in your arm, in your forearm, and going into your hands and fingers are called the median and ulnar nerves. They run deep. They weren't disturbed in this case.

Q. That was one of the questions. Now you mentioned something about the elbow. Do those nerves come to the elbow before they get into the forearm?

A. Correct. The ulnar nerve wraps behind the elbow before it --

Q. And when people hit their elbow and they're like, ow, they get the pins and needles, and they call it the funny bone, is that what we're talking about striking?

A. Exactly.

Q. And there's no question he had the laceration on the forearm. You saw the evidence of the scar, correct?

A. Correct.

Q. And I take it it's your opinion then that laceration on the forearm did not go deep enough to actually hit either the ulnar or the median nerve?

A. Correct.

Q. But from those nerves there's little branches of nerves that come out which innervate the forearm muscles and things?

A. Well, some do the muscles; some do sensation.

Q. Okay.

A. His ones for sensation in that forearm and down even some that may have went down to the finger were disrupted.

Q. And that's what you talked about in response to Mr. Accardo's questions. You do believe that he did suffer an injury to those nerve branches that emanate from the ulnar and median nerve, the sensation part of it?

A. Correct, absolutely. The branch nerves for sensation were disturbed.

Q. If you get an injury to the nerve branches that come out into the forearm and then down into the hand, would you expect it to cause any problems up in the elbow area?

A. No.

Q. And I don't want to get too rudimentary, but you would maybe see some symptoms downstream with the nerve but not upstream?

A. Correct.

Q. So if he ended up having a surgery on the elbow to address thickening and scarring associated with the ligament and the ulnar nerve floor and the cubital tunnel, that would not be associated with the laceration to the forearm?

A. Correct.

Q. And I think I caught your comment about this, and we just talked about a moment ago that the C8 level in the cervical spine is where those nerves come out from the neck and then make their way down the arms?

A. Correct.

Q. And that EMG that was done, I think -- was it in March of 2012? I can't recall.

A. Correct, March 13th of 2012.

Q. Did that for you confirm that the problems he was having with respect to the branch neuropathy were unrelated to any injury to his cervical spine?

A. Correct.

Q. If somebody had problems as Mr. Dulberg had, branch neuropathy after this laceration, would you expect that to somehow evolve into a tennis elbow situation?

A. No.

Q. And the tennis elbow that you mentioned earlier, laypeople call that -- that's carpal tunnel in the elbow?

A. That's the best way to look at it, yes. It's called an ulnar entrapment but, yes, cubital tunnel syndrome; but the cubital tunnel is the equivalent of the carpal tunnel in the wrist in the elbow.

Q. And to get the tennis elbow, I take it it's going to be some type of repetitive engagement in that elbow or maybe an actual injury right to that location?

A. Correct. Or if you lean on your elbows a lot, that's a real common one; and nowadays with people using computers, you'll be leaning on your elbows. Keeping your elbow bent out of your car window is a common one, left sided usually, but, yes, anything that traps that area there.

Q. What if somebody decided because of the

branch neuropathy they were going to favor their left arm as opposed to their right arm, would that result in -- the non-use of the arm create carpal tunnel or tennis elbow in that elbow?

A. On that side, no. If you're overusing your other side, it might on the other side, but it wouldn't cause it in the unused side.

Q. I think that's all I have. Thank you.

EXAMINATION

BY MS. FREEMAN:

Q. Like two, three questions, Doctor.

You had just said that if he gave you a description or a scenario where if somebody is not using their right arm or mobilizing that elbow and they're using their left arm to do things because of pain or problems in that, that could result in tennis elbow of the left arm, correct?

A. If you're overusing the left arm, yes.

Q. Okay. One other thing I had to ask you about. You talked about that your recommendation or what you would recommend for continuing treatment is the medicine that you discussed before, correct?

A. Correct, if that one is working or one of

the other nerve medications.

Q. Do you think Mr. Dulberg will need these medications for the rest of his life?

A. There's a potential of that. You need to be on some medication and see a neurologist about once a year for the treatment of that, for the prescription of that.

Q. And do you have any other opinions regarding any other care that he may need?

A. In regard to this accident, I don't believe he should need any other care besides that.

Q. Besides the medicine and seeing a neurologist once a year?

A. Correct.

Q. Okay. That's all.

FURTHER EXAMINATION

BY MR. BARCH:

Q. That just prompted a couple more follow-ups, sorry.

Now with respect to the right arm and whether he was using the left arm, if I understood your earlier comment, there was nothing about this branch neuropathy that prevents him from using his right arm?

A. Correct.

Q. All right. And is there anything in your contact with him relative to this right arm branch neuropathy that renders him in your opinion either partially or totally disabled?

A. No, there is nothing there.

Q. If he was pursuing disability and somebody did declare him disabled, I take it it would be from your vantage point something other the branch neuropathy?

A. Absolutely.

Q. Thank you.

MR. ACCARDO: I don't have anything else.

MS. FREEMAN: Doctor, how do you want to do signature?

THE WITNESS: Waived.

MR. ACCARDO: All right. Thank you, Doctor.

FURTHER DEPONENT SAITH NOT

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, ANGELA M. INGHAM, a Notary Public within and for the County of Cook, State of Illinois, and a Certified Shorthand Reporter of said state, do hereby certify that heretofore, to-wit, on the 1st day of October, 2013, KAREN LEVIN, M.D., personally appeared before me at 1900 Hollister Drive, Suite 250, in the City of Libertyville, in the County of Lake and State of Illinois, a witness in a certain cause now pending and undetermined in the Circuit Court of McHenry County, Illinois, wherein Paul Dulberg is the plaintiff and David Gagnon, et al., are the defendants.

I further certify that the said witness was first duly sworn to testify the truth, the whole and nothing but the truth in the cause aforesaid; that the testimony then given by said witness was reported stenographically by me, in the presence of said witness, and afterwards reduced to typewriting by Computer-Aided Transcription, and the foregoing is a true and correct transcript of the testimony so given by said witness as

aforesaid.

I further certify that the signature of the witness to the foregoing deposition was waived by agreement of counsel for the respective parties; and that I am not counsel for nor in any way related to any of the parties to this suit, nor am I any way interested in the outcome thereof.

In witness whereof, I have hereunto set my hand and affixed my notarial seal this day of , 2013.

Notary Public, Cook County, Illinois
C.S.R. License No. 084-002984

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.	)	Case No. 12 LA 178

The deposition of

DR. KATHY KUJAWA

July 23, 2014

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

public within and for the County of Lake and State of Illinois, on July 23, 2014, at the hour of 1:34 p.m., at 2614 Patriot Boulevard, Glenview, Illinois.

APPEARANCES:

MR. ROBERT J. LUMBER, of the
Law Offices of Thomas J. Popovich, P.C.
3416 West Elm Street
McHenry, Illinois 60050,

appeared on behalf of plaintiff;

MR. PERRY A. ACCARDO, of the
Law Office of Steven A. Lihosit
200 North LaSalle Street, Suite 2650
Chicago, Illinois 60601,

appeared on behalf of defendants.

I N D E X

WITNESS:

DR. KATHY KUJAWA

EXAMINED BY:	PAGE
MR. ACCARDO	4
MR. LUMBER	25

EXHIBITS:

(No exhibits marked.)

DR. KATHY KUJAWA,

called as a witness and having been first duly sworn under oath, was examined and testified as follows:

E X A M I N A T I O N

BY MR. ACCARDO:

Q. Doctor, could you please state your name and spell it for the court reporter?

A. Kathy Kujawa; Kathy with a K, last name is K-U-J-A-W-A.

MR. ACCARDO: Let the record reflect this is the discovery deposition of Dr. Kathy Kujawa taken pursuant to notice, taken in accordance with the Rules of the Supreme Court of the State of Illinois, the Rules of the Circuit Court of McHenry County and any other applicable Local Court Rules.

Q. Good afternoon, Doctor. My name is Perry Accardo and I'm going to be asking you some questions today about a patient of yours by the name of Paul Dulberg, okay?

A. Okay.

Q. Have you ever given depositions

before?

A. Yes, I have.

Q. You're familiar with the ground rules then governing depositions? I don't have to go over them with you?

A. You don't have to.

Q. All right, great. What type of doctor are you?

A. A neurologist with a specialist in movement disorders which means two additional years of training beyond the standard neurology residency.

Q. And today we are located at your offices in Glenview; is that correct?

A. That's correct.

Q. And what practice are you affiliated with currently?

A. Let's see. I have two offices. I saw the -- Mr. Dulberg at my Alexian Brothers office. Here it's just more convenient. I'm in private practice here, renting space from a group. Though the door says Presence, I am not with Presence.

Q. But you are affiliated with

Alexian Brothers?

A. Correct, absolutely.

Q. Gotcha. And do you have at least some of your records here today regarding Mr. Dulberg?

A. That's right. I have the initial visit when I saw him in September 2013.

Q. And then it's my understanding that you saw him in February of 2014 for an injection as well as in May of 2014 for another injection; is that correct?

A. That's correct.

Q. Have you reviewed any other records prior to today's deposition for any other medical care or treatment that Mr. Dulberg has received?

A. If I did, it was back when I saw him in September. I do know his orthopedic doctor, Dr. Sagerman, referred him to me. But off the top of my head, I can't remember if I saw some records from Dr. Sagerman.

Q. Other than Dr. Sagerman, are you aware of any other medical care or treatment that Mr. Dulberg received as a result of this

incident?

A. No, but it looks like he told me he saw Dr. Levin. If I recall, I don't think I've seen any records from Dr. Levin.

Q. Do you know what kind of doctor Dr. Levin is?

A. My note said he was a neurologist, but I don't recognize his name.

Q. And I'm here today to ask you some questions regarding follow-up and injuries that Mr. Dulberg is claiming resulted from an incident that took place on June 28th of 2011. Now, when Dr. Dulberg -- or when Mr. Dulberg first came to see you in September of 2013, you said he was referred to you by Dr. Sagerman?

A. That's correct.

Q. And why did Dr. Sagerman refer him to you, if you know?

A. Dr. Sagerman knows I'm movement disorders, so the patient had some -- I don't know if it's correct to say -- some spasms, I think we were calling them spasms, in his right arm which occurred after the injury.

Q. And when you first saw Mr. Dulberg, did you take a history from him?

A. Yes, I did.

Q. And what did that history consist of?

A. It looks like he had two complaints, which was pain in the arm that had the trauma, but also an abnormal posture of the right hand.

Q. And so we're talking about the right arm and the right hand?

A. That's right.

Q. I see in the history that there's a mention of a right arm dystonia. What is that?

A. It's abnormal muscle spasms. So dystonia is a fancy word for involuntary muscle contractions.

Q. Did Mr. Dulberg give you a history of how the incident occurred that led him to come to see you?

A. Yes, he did. He told me two years prior to seeing him he was in a chain saw accident.

Q. And what if anything did he say about that chain saw accident?

A. He told me he was helping a neighbor who was using the chain saw.

Q. And he suffered some kind of trauma to his right forearm; is that correct?

A. Correct.

Q. And I see in the history that he talks about his arm was nearly severed; is that correct?

A. Correct.

Q. And that would have been something that he would have told you?

A. Yes, that's correct.

Q. And his primary complaint was when he talked about a burning pain in his right forearm?

A. Correct. First complaint is pain.

Q. And there's I think a mention there of a medication that he was on, gabapentin, G-A-B-A-P-E-N-T-I-N?

A. That's correct.

Q. What type of medication is that?

A. It was initially developed as a

seizure medication. But neurologists, we have discovered it's very helpful in other disorders, primarily pain, but also psychiatrists can use it for mood stabilization.

Q. And as far as this involuntary spasm where I think you used, in quotations, a curling of the right hand?

A. That's correct.

Q. He indicated that that started approximately 18 months before seeing you; is that correct?

A. That's right.

Q. And he also reports a constant numbness in the medial aspect of the right forearm?

A. That's correct.

Q. As well as an intermittent tingling?

A. Yes, that's right.

Q. What part of the forearm are we talking about when we're talking about the medial aspect?

A. The anatomical position is thumbs

out, so that would be the, if the thumbs are held out, the surface closest to the body.

Q. So sort of basically what would be like the inside of the right forearm?

A. Yes, that's right.

Q. And did you perform a physical examination of him back in September of 2013?

A. Yes, I did.

Q. And what were the results of that physical examination insofar as anything that was significant to you?

A. Let's see. He was slightly weak in his right hand. But he had observable spasms in his -- it was actually wrist and hand also.

Q. When you say observable, could you sort of explain to me what it was that you were able to observe?

A. Let's see. So his wrist came in, and his third, fourth and fifth, so the last three fingers curled into his palm.

Q. And was that the result of you asking him to do some types of certain movements or something like that?

A. I was trying to provoke the involuntary movement, so I asked him to voluntary make a fist. And then the abnormal -- after making a fist, asking him to relax and he couldn't. The hand continued in that posture.

Q. Would you consider that to be an objective or subjective finding?

A. Objective.

Q. Is there any subjective component to that whatsoever as far as you're concerned?

A. Subjective on my part or the patient's part.

Q. On the patient's part.

A. No, these are my observations.

Q. After your taking a history of him and doing your physical examination, did you come to an assessment or a diagnosis?

A. Yes, I did.

Q. And what was that?

A. That he had post-traumatic dystonia, which is involuntary muscle contractures of his right hand. And also by

history, he's got a resultant pain syndrome also.

Q. And what was your plan of treatment?

A. To continue the gabapentin since he felt it did help his pain. But also to help the spasms, the treatment of choice -- or the gold standard of treatment for dystonia is actually botulinum toxin injections.

Q. Commonly known as Botox?

A. Botox, that's correct. The brand name is Botox.

Q. I also note under assessment and plan there's numbers 1 and 2; 1 being other, acquired torsion dystonia. What is that?

A. Our EMR, electronic medical record, has a search to find out billable diagnoses. So torsion is an old, old term but dystonia is not so old. But acquired means it wasn't congenital; he wasn't born with it. So the dystonia happened later in life. But actually, dystonia can affect many parts of the body, so the second diagnosis

was writer's cramp which is actually dystonia of the hand.

Q. And I think as we said before then, Mr. Dulberg came back to see you in February of 2014?

A. That's correct.

Q. Was there any contact between Mr. Dulberg and your office between the September 25th visit and coming in in February of 2014?

A. Actually, I believe there were several phone calls because I -- I don't -- the recommended therapy was Botox which is very expensive. So there were phone calls back and forth to see if he would qualify from a Patient Assistance Program through Allergan which owns -- essentially owns the drug, the Botox.

Q. And by very expensive, what are we talking about?

A. $500 a vial. I know I gave him at least one vial. That's for the drug itself. But the injection and the doctor visits are on top of that.

Q. And can you give me a ball park as far as about total how much that would be?

A. I would guess maybe $2,000.

Q. And that would just be for one injection?

A. Correct.

Q. And as far as you know, were there any complications with that initial injection in February of 2014?

A. Complication, no.

Q. Now, as far as getting any type of relief from any of the symptoms that Mr. Dulberg was complaining of, how immediate is -- would be the onset of any relief after a Botox injection?

A. It would have to be at least a week and a half.

Q. And so what would the plan then be after that first injection in February of 2014? What would be the follow-up recommendation?

A. The initial visit is just to see if there's some sort of response. And actually, like any medication, you start at

the lowest dose possible and titrate up. So that's kind of an exploratory visit. He did come back in May. I can't quite -- there had to be some sort of positive response; otherwise we wouldn't have invited him back three months later. But the first one was just kind of a -- essentially exploratory.

Q. And sitting here today, we don't have the records from that May 2014 visit, correct?

A. That's correct.

Q. As far as what you recall, you believe that there would have been some type of positive reaction to the initial injection?

A. That's correct.

Q. And the second injection, would that have been at a higher dose?

A. Either different muscles or varying the dose I gave to certain muscles.

Q. Are you aware of Mr. Dulberg's reaction, either positive or negative, or if there was any improvement in symptoms following that May 2014 injection?

A. I don't know. The injections have to be spaced out every three months for insurance as well as to avoid immunity. So I haven't seen him since then. And I'm not -- I don't know if he's got a follow-up appointment in August. If he made the appointment I would assume then there was a positive response. But I don't know.

Q. Doctor, I'm going to ask you to give some opinions. I would just ask that the opinions you give today be within a reasonable degree of medical and neurological certainty, okay?

A. (Nodding.)

Q. Do you have an opinion as to what if any injury Mr. Dulberg suffered as a result of the incident with the chain saw that took place on June 28th of 2011?

A. Well, I believe due to the severing of muscles and nerves in his forearm, he's left with pain and involuntary muscle spasms.

Q. What would cause the involuntary muscle spasms given the trauma that Mr.

Dulberg suffered to his right forearm?

(Brief interruption.)

THE WITNESS: I'm sorry, could you repeat that question?

MR. ACCARDO: Could you read it back.

(The last question was read by the reporter.)

A. The brain is trying to rewire itself. Not only is the brain trying to rewire itself, the nerves are trying to regrow. And nerves can regrow, but very slowly. And unfortunately, a lot of times it's -- the connections made are incorrect, to the wrong muscles, to the wrong place. So the man may say voluntary I want to squeeze my hand and the wrong muscles contract, if they can contract at all.

Q. Does it make a difference as far as any symptoms that Mr. Dulberg would have been experiencing if you relate it back to how deep or how severe the cut was to his right forearm?

A. Well, I believe I asked, do you

have any pins in your forearm. He says no, no, the bone was not injured, so it was completely a soft tissue injury. But from what I -- I didn't describe the scar so I can't remember how extensive the scar was. But from what I could tell, it was quite the severe injury. It was very deep, at least an inch deep, through most of his soft tissue in his arm.

Q. And would that have been based on what he would have told you as far as your approximation of the depth or the severity?

A. Well, and also who he had been to see. Dr. Sagerman is a hand surgeon. He's not a general orthopedic doc. I mean, he takes the worst of the hand injuries. So where he came from, too, sort of tells me the extent of his injury.

Q. And as you sit here today, do you have an opinion as to whether any injury that Mr. Dulberg may have suffered as a result of the incident of June 28th of 2011 is permanent in nature?

A. Since he came to me 18 months

after the initial injury, it's going to be pretty chronic at that point. He's come to me late enough where the damage is done.

Q. So you would consider it to be a permanent injury?

A. Correct. I would consider it to be a permanent injury.

Q. What was your prognosis as of the last time that Mr. Dulberg came to see you?

A. That his -- I was trying my best to relieve some of the spasms which were contributing to the pain. Completely resolving his symptoms, it wasn't going to happen, and I was very honest with him. But to try to give him some relief and improve his quality of life, that was my intent.

Q. At any point did Mr. Dulberg tell you that he was having difficulties performing certain activities or anything like that?

A. That I can't recall, but since we had to help him with the Patient Assistance Program, I assumed he didn't have insurance and he certainly didn't have the means to pay

for his medical treatment.

Q. But at least as far as your records and as you sit here today, your recollection of treating Mr. Dulberg, can you give me any specific examples of any limitations in activities or anything that Mr. Dulberg complained of?

A. I can guess what he can't do, but I didn't write down what he couldn't do.

Q. Yeah, I don't want you to guess. It would just be based on your memory or anything that would be contained in the records.

A. Based on my memory of the records, no, I can't recall what he exactly couldn't do.

Q. You said that one of the main goals was to try to alleviate the spasms that you believed was contributing to the pain. Would those be basically intermingled or would there be a separate and independent pain component that would be going along with it? If you know what I mean.

A. I think there was both. I mean,

not -- with the injury to the nerves, he was left with a baseline pain syndrome. But every time he had the spasms, the pain intensified. And with the spasms his pain was so bad it would wake him up at night.

Q. Did he give you any frame of reference or any indication regarding what his baseline level of pain was?

A. No. It looks like we did a pain scale and at that time it was zero.

Q. At which time? Would that have been --

A. It looks like the initial visit, pain scale is zero, 9/25 at 10:00 a.m.

Q. And getting back to some opinion testimony, as you sit here today do you have an opinion as to any medical care or treatment that Mr. Dulberg is going to require in the future to treat any injuries that you believe he sustained as a result of that incident?

A. I believe he'll need medications to treat his neuropathic pain probably indefinitely. At least periodic visits to

physical therapy, at least once a year. My preference would be several times a year. We're working with him on the dose to each muscles and the beneficial muscles to inject. And it really takes about a year to find a pattern that each of us is happy with. So at least for the next -- if I started in February, until next February to really decide is the Botox helpful for him.

And if we decide the Botox isn't helpful, then there's oral medications that sometimes can help with the spasms, but they're poorly tolerated due to sleepiness, dry mouth. If he fails Botox and we have to do those, there would be visits back and forth to see if he responds to them and see if the side effects are tolerable.

Q. Could you give me the names of some of those oral medications?

A. Oh, Baclofen, the tranquilizers, Klonopin. I don't like to use Ativan. It would be Klonopin. Flexeril, tizanidine. I can't remember the other name of tizanidine. So it's muscle relaxants and then the

tranquilizers.

Q. And as far as the Botox injections, you said that those would be scheduled every three months as long as there's some indication that the patient was experiencing some positive outcome from it?

A. Correct. It's not permanent. Unfortunately, the effects wear off so the patient has to return on a regular basis. And we have to space them out every three months so they don't become resistant to the therapy, develop antibodies against the Botox.

Q. And then if after a year he is still showing some temporary improvement, would you then continue --

A. Oh, they could be continued indefinitely.

Q. Okay. And would those then also be every three months --

A. Correct.

Q. -- or at some point --

A. We'd continue at three-month intervals.

Q. At any point does that three-month interval ever get stretched out?

A. In my experience, when I inject other body parts, like the face, sometimes we can go six to eight months because those muscles are very sensitive. But larger muscle groups, they're desperate at three months to come in.

MR. ACCARDO: All right. I don't think I have anything else. Thank you, Doctor.

E X A M I N A T I O N

BY MR. LUMBER:

Q. Doctor, I just have one quick question. My name is Robert Lumber and we represent Mr. Dulberg in this matter.

The spasms that you had referred to, is there generally any rhyme or reason as to what may trigger them? I know in your visit you indicated that you were intentionally trying to trigger them by having him make a fist. But is there any other rhyme or reason? Or is this something

that just sitting anywhere at any time may flare up on him?

A. They can -- they can occur spontaneously, but a lot of times with voluntary movement they can be triggered. And we're very active with our hands so we're always using our hands, so I can imagine they're always being set off.

Q. One last question. You had indicated earlier, I believe, when describing the spasms or the dystonia that it was an acquired dystonia. Can that be acquired -- meaning trauma induced? Can that be a possible reason for that?

A. Correct. Within our coding I don't think -- at that time I don't think there was a code for trauma. So acquired means trauma. It's trauma as opposed to congenital, born with it.

MR. LUMBER: I have nothing further.

MR. ACCARDO: I don't have anything else. Doctor, signature reserved, waived?

THE WITNESS: Waived. So I don't have to see anything, right?

MR. ACCARDO: Correct. Show signature waived then.

(DEPOSITION CONCLUDED AT 2:00 P.M.)

* * * * *

STATE OF ILLINOIS)
) SS:
COUNTY OF L A K E)

I, Jill S. Tiffany, CSR, Certified Shorthand Reporter, and a notary public in and for the County of Lake and State of Illinois, do hereby certify that DR. KATHY KUJAWA on July 23, 2014 was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth, and that the above deposition was recorded stenographically by me and transcribed by me.

I FURTHER CERTIFY that the foregoing transcript of said deposition is a true, correct, and complete transcript of the testimony given by the said witness at the time and place specified.

I FURTHER CERTIFY that I am not a relative or employee or attorney or employee of such attorney or counsel, or financially interested directly or indirectly in this action.

IN WITNESS WHEREOF, I have set my hand.

_____

Jill S. Tiffany
Certified Shorthand Reporter
Certificate No. 084-002807

AUTHORIZATION FOR RELEASE OF PATIENT HEALTH INFORMATION

Name: Paul Dulberg

DOB: 3/19/70 Or SSN: _____

I authorize Dr. Kuniva / Neuroscience Institute to 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
- EOBs
- HICFs

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 thins 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.

REDISCLOSURE: 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.

Paul Dalberg
Signature of Patient or Patient's Legal Representative

2/17/16
Date

Patient's Name (Please print)

Patient's Legal Representative (Please print)

Relationship to Patient

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.	)	Case No. 12 LA 178

The deposition of

DR. KATHY KUJAWA

July 23, 2014

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

public within and for the County of Lake and State of Illinois, on July 23, 2014, at the hour of 1:34 p.m., at 2614 Patriot Boulevard, Glenview, Illinois.

APPEARANCES:

MR. ROBERT J. LUMBER, of the
Law Offices of Thomas J. Popovich, P.C.
3416 West Elm Street
McHenry, Illinois 60050,

appeared on behalf of plaintiff;

MR. PERRY A. ACCARDO, of the
Law Office of Steven A. Lihosit
200 North LaSalle Street, Suite 2650
Chicago, Illinois 60601,

appeared on behalf of defendants.

I N D E X

WITNESS:

DR. KATHY KUJAWA

EXAMINED BY:	PAGE
MR. ACCARDO	4
MR. LUMBER	25

EXHIBITS:

(No exhibits marked.)

DR. KATHY KUJAWA,

called as a witness and having been first duly sworn under oath, was examined and testified as follows:

E X A M I N A T I O N

BY MR. ACCARDO:

Q. Doctor, could you please state your name and spell it for the court reporter?

A. Kathy Kujawa; Kathy with a K, last name is K-U-J-A-W-A.

MR. ACCARDO: Let the record reflect this is the discovery deposition of Dr. Kathy Kujawa taken pursuant to notice, taken in accordance with the Rules of the Supreme Court of the State of Illinois, the Rules of the Circuit Court of McHenry County and any other applicable Local Court Rules.

Q. Good afternoon, Doctor. My name is Perry Accardo and I'm going to be asking you some questions today about a patient of yours by the name of Paul Dulberg, okay?

A. Okay.

Q. Have you ever given depositions

before?

A. Yes, I have.

Q. You're familiar with the ground rules then governing depositions? I don't have to go over them with you?

A. You don't have to.

Q. All right, great. What type of doctor are you?

A. A neurologist with a specialist in movement disorders which means two additional years of training beyond the standard neurology residency.

Q. And today we are located at your offices in Glenview; is that correct?

A. That's correct.

Q. And what practice are you affiliated with currently?

A. Let's see. I have two offices. I saw the -- Mr. Dulberg at my Alexian Brothers office. Here it's just more convenient. I'm in private practice here, renting space from a group. Though the door says Presence, I am not with Presence.

Q. But you are affiliated with

Alexian Brothers?

A. Correct, absolutely.

Q. Gotcha. And do you have at least some of your records here today regarding Mr. Dulberg?

A. That's right. I have the initial visit when I saw him in September 2013.

Q. And then it's my understanding that you saw him in February of 2014 for an injection as well as in May of 2014 for another injection; is that correct?

A. That's correct.

Q. Have you reviewed any other records prior to today's deposition for any other medical care or treatment that Mr. Dulberg has received?

A. If I did, it was back when I saw him in September. I do know his orthopedic doctor, Dr. Sagerman, referred him to me. But off the top of my head, I can't remember if I saw some records from Dr. Sagerman.

Q. Other than Dr. Sagerman, are you aware of any other medical care or treatment that Mr. Dulberg received as a result of this

1st saw Sept '13
2nd visit Feb '14
Injection May '14

referred by Sagerman

incident?

A. No, but it looks like he told me he saw Dr. Levin. If I recall, I don't think I've seen any records from Dr. Levin.

Q. Do you know what kind of doctor Dr. Levin is?

A. My note said he was a neurologist, but I don't recognize his name.

Q. And I'm here today to ask you some questions regarding follow-up and injuries that Mr. Dulberg is claiming resulted from an incident that took place on June 28th of 2011. Now, when Dr. Dulberg -- or when Mr. Dulberg first came to see you in September of 2013, you said he was referred to you by Dr. Sagerman?

A. That's correct.

Q. And why did Dr. Sagerman refer him to you, if you know?

A. Dr. Sagerman knows I'm movement disorders, so the patient had some -- I don't know if it's correct to say -- some spasms, I think we were calling them spasms, in his right arm which occurred after the injury.

had (R) arm spasms

Q. And when you first saw Mr. Dulberg, did you take a history from him?

A. Yes, I did.

Q. And what did that history consist of?

A. It looks like he had two complaints, which was pain in the arm that had the trauma, but also an abnormal posture of the right hand.

pain in arm
abnormal posture (R) arm

Q. And so we're talking about the right arm and the right hand?

A. That's right.

Q. I see in the history that there's a mention of a right arm dystonia. What is that?

(R) arm dystonia
abnormal muscle spasms

A. It's abnormal muscle spasms. So dystonia is a fancy word for involuntary muscle contractions.

Q. Did Mr. Dulberg give you a history of how the incident occurred that led him to come to see you?

A. Yes, he did. He told me two years prior to seeing him he was in a chain saw accident.

Q. And what if anything did he say about that chain saw accident?

A. He told me he was helping a neighbor who was using the chain saw.

Q. And he suffered some kind of trauma to his right forearm; is that correct?

A. Correct.

Q. And I see in the history that he talks about his arm was nearly severed; is that correct?

"arm was nearly severed"

A. Correct.

Q. And that would have been something that he would have told you?

A. Yes, that's correct.

Q. And his primary complaint was when he talked about a burning pain in his right forearm?

A. Correct. First complaint is pain.

Q. And there's I think a mention there of a medication that he was on, gabapentin, G-A-B-A-P-E-N-T-I-N?

A. That's correct.

Q. What type of medication is that?

A. It was initially developed as a

seizure medication. But neurologists, we have discovered it's very helpful in other disorders, primarily pain, but also psychiatrists can use it for mood stabilization.

Q. And as far as this involuntary spasm where I think you used, in quotations, a curling of the right hand?

A. That's correct.

Q. He indicated that that started approximately 18 months before seeing you; is that correct?

A. That's right.

Q. And he also reports a constant numbness in the medial aspect of the right forearm?

A. That's correct.

Q. As well as an intermittent tingling?

A. Yes, that's right.

Q. What part of the forearm are we talking about when we're talking about the medial aspect?

A. The anatomical position is thumbs

out, so that would be the, if the thumbs are held out, the surface closest to the body.

Q. So sort of basically what would be like the inside of the right forearm?

A. Yes, that's right.

Q. And did you perform a physical examination of him back in September of 2013?

A. Yes, I did.

Q. And what were the results of that physical examination insofar as anything that was significant to you?

A. Let's see. He was slightly weak in his right hand. But he had observable spasms in his -- it was actually wrist and hand also.

Q. When you say observable, could you sort of explain to me what it was that you were able to observe?

A. Let's see. So his wrist came in and his third, fourth and fifth, so the last three fingers curled into his palm.

Q. And was that the result of you asking him to do some types of certain movements or something like that?

A. I was trying to provoke the involuntary movement, so I asked him to voluntary make a fist. And then the abnormal -- after making a fist, asking him to relax and he couldn't. The hand continued in that posture.

Q. Would you consider that to be an objective or subjective finding?

A. Objective.

Q. Is there any subjective component to that whatsoever as far as you're concerned?

A. Subjective on my part or the patient's part.

Q. On the patient's part.

A. No, these are my observations.

Q. After your taking a history of him and doing your physical examination, did you come to an assessment or a diagnosis?

A. Yes, I did.

Q. And what was that?

A. That he had post-traumatic dystonia, which is involuntary muscle contractures of his right hand. And also by

history, he's got a resultant pain syndrome, also.

Q. And what was your plan of treatment?

A. To continue the gabapentin since he felt it did help his pain. But also to help the spasms, the treatment of choice -- or the gold standard of treatment for dystonia is actually botulinum toxin injections.

Q. Commonly known as Botox?

A. Botox, that's correct. The brand name is Botox.

Q. I also note under assessment and plan there's numbers 1 and 2; 1 being other, acquired torsion dystonia. What is that?

A. Our EMR, electronic medical record, has a search to find out billable diagnoses. So torsion is an old, old term but dystonia is not so old. But acquired means it wasn't congenital; he wasn't born with it. So the dystonia happened later in life. But actually, dystonia can affect many parts of the body, so the second diagnosis

was writer's cramp which is actually dystonia of the hand.

Q. And I think as we said before then, Mr. Dulberg came back to see you in February of 2014?

A. That's correct.

Q. Was there any contact between Mr. Dulberg and your office between the September 25th visit and coming in in February of 2014?

A. Actually, I believe there were several phone calls because I -- I don't -- the recommended therapy was Botox which is very expensive. So there were phone calls back and forth to see if he would qualify from a Patient Assistance Program through Allergan which owns -- essentially owns the drug, the Botox.

Q. And by very expensive, what are we talking about?

A. $500 a vial. I know I gave him at least one vial. That's for the drug itself. But the injection and the doctor visits are on top of that.

Q. And can you give me a ball park as far as about total how much that would be?

A. I would guess maybe $2,000.

Q. And that would just be for one injection?

A. Correct.

Q. And as far as you know, were there any complications with that initial injection in February of 2014?

A. Complication, no.

Q. Now, as far as getting any type of relief from any of the symptoms that Mr. Dulberg was complaining of, how immediate is -- would be the onset of any relief after a Botox injection?

A. It would have to be at least a week and a half.

Q. And so what would the plan then be after that first injection in February of 2014? What would be the follow-up recommendation?

A. The initial visit is just to see if there's some sort of response. And actually, like any medication, you start at

the lowest dose possible and titrate up. So that's kind of an exploratory visit. He did come back in May. I can't quite -- there had to be some sort of positive response, otherwise we wouldn't have invited him back three months later. But the first one was just kind of a -- essentially exploratory.

Q. And sitting here today, we don't have the records from that May 2014 visit, correct?

A. That's correct.

Q. As far as what you recall, you believe that there would have been some type of positive reaction to the initial injection?

A. That's correct.

Q. And the second injection, would that have been at a higher dose?

A. Either different muscles or varying the dose I gave to certain muscles.

Q. Are you aware of Mr. Dulberg's reaction, either positive or negative, or if there was any improvement in symptoms following that May 2014 injection?

A. I don't know. The injections have to be spaced out every three months for insurance as well as to avoid immunity. So I haven't seen him since then. And I'm not -- I don't know if he's got a follow-up appointment in August. If he made the appointment I would assume then there was a positive response. But I don't know.

Q. Doctor, I'm going to ask you to give some opinions. I would just ask that the opinions you give today be within a reasonable degree of medical and neurological certainty, okay?

A. (Nodding.)

Q. Do you have an opinion as to what if any injury Mr. Dulberg suffered as a result of the incident with the chain saw that took place on June 28th of 2011?

A. Well, I believe due to the severing of muscles and nerves in his forearm, he's left with pain and involuntary muscle spasms.

Q. What would cause the involuntary 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

Dulberg suffered to his right forearm?

(Brief interruption.)

THE WITNESS: I'm sorry, could you repeat that question?

MR. ACCARDO: Could you read it back.

(The last question was read by the reporter.)

A. The brain is trying to rewire itself. Not only is the brain trying to rewire itself, the nerves are trying to regrow. And nerves can regrow, but very slowly. And unfortunately, a lot of times it's -- the connections made are incorrect, to the wrong muscles, to the wrong place. So the man may say voluntary I want to squeeze my hand and the wrong muscles contract, if they can contract at all.

Q. Does it make a difference as far as any symptoms that Mr. Dulberg would have been experiencing if you relate it back to how deep or how severe the cut was to his right forearm?

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

have any pins in your forearm. He says no, no, the bone was not injured, so it was completely a soft tissue injury. But from what I -- I didn't describe the scar so I can't remember how extensive the scar was. But from what I could tell, it was quite the severe injury. It was very deep, at least an inch deep, through most of his soft tissue in his arm.

- Severe inj
- very deep
- @ least 1 in. deep
- thru most of his soft tissue in his arm

Q. And would that have been based on what he would have told you as far as your approximation of the depth or the severity?

A. Well, and also who he had been to see. Dr. Sagerman is a hand surgeon. He's not a general orthopedic doc. I mean, he takes the worst of the hand injuries. So where he came from, too, sort of tells me the extent of his injury.

Q. And as you sit here today, do you have an opinion as to whether any injury that Mr. Dulberg may have suffered as a result of the incident of June 28th of 2011 is permanent in nature?

A. Since he came to me 18 months

after the initial injury, it's going to be pretty chronic at that point. He's come to me late enough where the damage is done.

Q. So you would consider it to be a permanent injury?

A. Correct. I would consider it to be a permanent injury.

PERMANENT

Q. What was your prognosis as of the last time that Mr. Dulberg came to see you?

A. That his -- I was trying my best to relieve some of the spasms which were contributing to the pain. Completely resolving his symptoms, it wasn't going to happen, and I was very honest with him. But to try to give him some relief and improve his quality of life, that was my intent.

Q. At any point did Mr. Dulberg tell you that he was having difficulties performing certain activities or anything like that?

A. That I can't recall, but since we had to help him with the Patient Assistance Program, I assumed he didn't have insurance and he certainly didn't have the means to pay

for his medical treatment.

Q. But at least as far as your records and as you sit here today, your recollection of treating Mr. Dulberg, can you give me any specific examples of any limitations in activities or anything that Mr. Dulberg complained of?

A. I can guess what he can't do, but I didn't write down what he couldn't do.

Q. Yeah, I don't want you to guess. It would just be based on your memory or anything that would be contained in the records.

A. Based on my memory of the records, no, I can't recall what he exactly couldn't do.

? what he couldn't do

Q. You said that one of the main goals was to try to alleviate the spasms that you believed was contributing to the pain. Would those be basically intermingled or would there be a separate and independent pain component that would be going along with it? If you know what I mean.

A. I think there was both. I mean,

not -- with the injury to the nerves, he was left with a baseline pain syndrome. But every time he had the spasms, the pain intensified. And with the spasms his pain was so bad it would wake him up at night.

Q. Did he give you any frame of reference or any indication regarding what his baseline level of pain was?

A. No. It looks like we did a pain scale and at that time it was zero.

Q. At which time? Would that have been --

A. It looks like the initial visit, pain scale is zero, 9/25 at 10:00 a.m.

Q. And getting back to some opinion testimony, as you sit here today do you have an opinion as to any medical care or treatment that Mr. Dulberg is going to require in the future to treat any injuries that you believe he sustained as a result of that incident?

A. I believe he'll need medications to treat his neuropathic pain probably indefinitely. At least periodic visits to

baseline pain syndrome, but pain intensified w/ ea. spasm

OP RE FUTURE Tx
- meds to Tx neuropathic pain indefinitely
- PT @ least 1x/yr
  ↳ pt prefer several times per yr
- need until Feb '15 to determine if Botox helpful
- if no Botox, oral meds can help & pt need TENS to see if he responds
  ↳ muscle relaxers & tranquilizers

physical therapy, at least once a year. My preference would be several times a year. We're working with him on the dose to each muscles and the beneficial muscles to inject. And it really takes about a year to find a pattern that each of us is happy with. So at least for the next -- if I started in February, until next February to really decide is the Botox helpful for him.

And if we decide the Botox isn't helpful, then there's oral medications that sometimes can help with the spasms, but they're poorly tolerated due to sleepiness, dry mouth. If he fails Botox and we have to do those, there would be visits back and forth to see if he responds to them and see if the side effects are tolerable.

Q. Could you give me the names of some of those oral medications?

A. Oh, Baclofen, the tranquilizers, Klonopin. I don't like to use Ativan. It would be Klonopin. Flexeril, tizanidine. I can't remember the other name of tizanidine. So it's muscle relaxants and then the

tranquilizers.

Q. And as far as the Botox injections, you said that those would be scheduled every three months as long as there's some indication that the patient was experiencing some positive outcome from it?

A. Correct. It's not permanent. Unfortunately, the effects wear off so the patient has to return on a regular basis. And we have to space them out every three months so they don't become resistant to the therapy, develop antibodies against the Botox.

Q. And then if after a year he is still showing some temporary improvement, would you then continue --

A. Oh, they could be continued indefinitely.

Q. Okay. And would those then also be every three months --

A. Correct.

Q. -- or at some point --

A. We'd continue at three-month intervals.

Botox every 3 mos. b/c not permanent & effects wear off & don't want them to be resistant

→ If he responds, every 3 mos. we'd have Botox indefinitely

Q. At any point does that three-month interval ever get stretched out?

A. In my experience, when I inject other body parts, like the face, sometimes we can go six to eight months because those muscles are very sensitive. But larger muscle groups, they're desperate at three months to come in.

MR. ACCARDO: All right. I don't think I have anything else. Thank you, Doctor.

E X A M I N A T I O N

BY MR. LUMBER:

Q. Doctor, I just have one quick question. My name is Robert Lumber and we represent Mr. Dulberg in this matter.

The spasms that you had referred to, is there generally any rhyme or reason as to what may trigger them? I know in your visit you indicated that you were intentionally trying to trigger them by having him make a fist. But is there any other rhyme or reason? Or is this something

that just sitting anywhere at any time may flare up on him?

A. They can -- they can occur spontaneously, but a lot of times with voluntary movement they can be triggered. And we're very active with our hands so we're always using our hands, so I can imagine they're always being set off.

- Spasms can be spontaneous & triggered w/ voluntary movement

Q. One last question. You had indicated earlier, I believe, when describing the spasms or the dystonia that it was an acquired dystonia. Can that be acquired -- meaning trauma induced? Can that be a possible reason for that?

A. Correct. Within our coding I don't think -- at that time I don't think there was a code for trauma. So acquired means trauma. It's trauma as opposed to congenital, born with it.

MR. LUMBER: I have nothing further.

MR. ACCARDO: I don't have anything else. Doctor, signature reserved, waived?

THE WITNESS: Waived. So I don't have to see anything, right?

MR. ACCARDO: Correct. Show signature waived then.

(DEPOSITION CONCLUDED AT 2:00 P.M.)

* * * * *

STATE OF ILLINOIS)
) SS:
COUNTY OF L A K E)

I, Jill S. Tiffany, CSR, Certified Shorthand Reporter, and a notary public in and for the County of Lake and State of Illinois, do hereby certify that DR. KATHY KUJAWA on July 23, 2014 was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth, and that the above deposition was recorded stenographically by me and transcribed by me.

I FURTHER CERTIFY that the foregoing transcript of said deposition is a true, correct, and complete transcript of the testimony given by the said witness at the time and place specified.

I FURTHER CERTIFY that I am not a relative or employee or attorney or employee of such attorney or counsel, or financially interested directly or indirectly in this action.

IN WITNESS WHEREOF, I have set my hand.

_____

Jill S. Tiffany
Certified Shorthand Reporter
Certificate No. 084-002807

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

APPEARANCES:

MR. HANS MAST
LAW OFFICES OF THOMAS J. POPOVICH
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(815) 344-3797

Appeared on behalf of the Plaintiff.

MR. RONALD A. BARCH
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Appeared on behalf of the Defendants, Carolyn and Bill McGuire.

MR. PERRY A. ACCARDO
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Appeared on behalf of the Defendant, David Gagnon.

* * * *

I N D E X

WITNESS PAGE

MICHAEL McARTOR

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BY MR. BARCH.....41

E X H I B I T S

(NO EXHIBITS MARKED)

THE REPORTER: Sir, can you raise your right hand, please?

MICHAEL McARTOR,

after being first duly sworn, deposeth and saith as follows:

EXAMINATION

BY MR. MAST:

Q. All right. Would you please state your name?

A. Michael McArtor.

Q. How do you spell the last name?

A. M-C capital A-R-T-O-R.

Q. Okay. All right.

MR. MAST: This is the discovery deposition of Michael McArtor, taken pursuant to subpoena with notice. Mr. McArtor, I am going to ask you some questions regarding what you may or may not know about a chain saw incident that involved my client Paul Dulberg and the other parties in this case. Let's see if I have a date of accident I can reference. Anybody have the date of accident?

MR. BARCH: I think it's June 28th of 2011 was the date.

BY MR. MAST:

Q. Okay. Do you recall that date as being the

approximate time of Paul's accident?

A. Yes. Summer of '11.

MR. MAST: Okay. What I am going to do and maybe the other attorneys are going to ask you some questions regarding just some matters regarding Paul, my client, and just the incident and things that arose from the incident. Please let me finish the question and I will let you answer it. Let's try not to talk over each other and we will go from there, okay?

THE WITNESS: Okay.

BY MR. MAST:

Q. You have probably never given a deposition before I take it?

A. No.

Q. Okay.

A. Never been in a lawyer's office really.

Q. Well, that's actually good. So let's start with your address.

A. 4606 Hayden Court, McHenry, Illinois 60051.

Q. Hayden, H-A-Y-D-E-N?

A. Correct.

Q. All right. And who do you live with?

A. Paul and his mom.

Q. What's his mother's name?

A. Barb.

Q. And is this a single family residence?

A. Yes. There is two. It's like two floors. I live on the bottom.

Q. Do you like live in an apartment?

A. No. It's one house. We share a kitchen. Everything else I have is my own. You know, I have my own bathroom and everything.

Q. So it's kind of --

A. It's kind of like a duplex.

Q. This is the problem we are going to have is when I start talking and when you start talking. You got to let me finish my question and then I will let you say whatever you want to say, okay? All right?

A. Yep.

Q. So although it's a single family house, you use it in kind of sections where you have a place that you use and then the second floor they use?

A. Yes.

Q. Okay. So does Paul live in the area where his mother lives?

A. Yes.

Q. And then you live alone in the area of the first floor?

A. Yes.

Q. Okay. See, that's better. That makes it a little bit easier. All right. What's your date of birth?

A. 9/3/70.

Q. Okay. And what do you do for a living?

A. I am unemployed right now.

Q. How long have you been unemployed?

A. About five years.

Q. Is that by choice or for some reason?

A. I was fired.

Q. Well, that was five years ago, though. Are you staying -- Hold on. Are you staying unemployed by choice or for some season?

A. Oh, no. Not by choice. It's just hard to find a job.

Q. So you haven't been able to find a job?

A. Right.

Q. What is it that you do that you are looking to find work in?

A. I do printing.

Q. Okay. How long have you lived at that address with Paul and his mother?

A. About seven years.

Q. How long have you known Paul and his mother?
A. My whole life. Since I was like three.
Q. So you grew up with Paul?
A. Yes.
Q. Did you go to school with him as well?
A. Yes.
Q. What -- Did you go to grade school with him?
A. Yes.
Q. What grade school?
A. All of them, Johnsburg, Ringwood.
Q. What high school did you go?
A. Johnsburg.
Q. Same with Paul?
A. Yes.
Q. So is it fair to say since maybe 3 or 4 years old you and Paul have been friends?
A. We have known each other.
Q. Okay. How long would you say you and Paul have been friends?
A. Probably since '80.
Q. Okay. What started that friendship?
A. Just we live two roads away from each other.
Q. Okay. How is it that you began to live with Paul?

A. We originally had a business together.

Q. What kind of business?

A. T-shirt business.

Q. A what?

A. T-shirt printing.

Q. How did that carry on to living together?

A. We pretty much needed somebody there all the time and he was working at Intermatic and I wasn't really working at the time.

Q. Is it out of the home?

A. Yes.

Q. Okay. Is that something you are still doing with Paul?

A. No. We are not doing that anymore.

Q. So do you do anything to earn any income right now?

A. No.

Q. Okay. When did the T-shirt business stop, end?

A. Roughly about 2011.

Q. Okay. And was it -- Was it run out of the home?

A. Yes.

Q. Do you pay rent?

A. No.

Q. Or do you do anything in exchange for living there?

A. I clean. I cook.

Q. Okay. For everyone?

A. Yes.

Q. Oh. Are you a good cook?

A. Yes.

Q. Good.

A. I think so.

Q. Do you have anything beyond high school? Any type of college?

A. No.

Q. Okay. How about David Gagnon, do you know him?

A. Yes.

Q. How long have you known Dave?

A. Since probably 1984.

Q. Has he been a friend since then?

A. He was an acquaintance at that time. Probably about 1986 we probably became friends.

Q. Okay. So almost as long as with Paul but not quite?

A. Yes. Right.

Q. Okay. What began your friendship with Dave?

A. Once again, we lived in the same neighborhood. We knew each other.

Q. Okay. And up until Paul's incident in 2011 with the chain saw -- You are familiar with that incident, right?

A. Yes.

Q. Up until then, were you -- from '86 until then, were you friends with Dave?

A. Yes.

Q. Okay. And friends can mean a lot of different things. Some friends are very close and they see each other every day and go out and socialize and stuff. Other people can be friends. They see each other once a year, so how would you describe before Paul's accident your friendship with Dave?

A. I'd say I saw him probably four times a week at least.

Q. Any type of social activities together?

A. No. We just go to his house and play like hacky sack.

Q. Did Dave live alone?

A. No. He lived with his mom and Bill.

Q. Mom and who?

A. Bill.

Q. Who is Bill?

A. McGuire.

Q. I'm sorry?

A. Carol and Bill.

Q. His parents you are saying?

A. It wasn't his parents at the time. Bill was not his dad. They weren't married at the time.

Q. So Bill is like his stepfather?

A. Bill would be his stepfather, yes.

Q. Does Dave still live with them?

A. No.

Q. Is he married now?

A. Yes.

Q. Does he have children?

A. No.

Q. How long has Dave lived -- I imagine Dave lives with his wife now?

A. Correct.

Q. How long have they lived together, if you know?

A. Oh, probably it was at least probably six years.

Q. Okay. Up until then -- up until he got

married and started living with his now wife, he lived with his mother and Bill?

A. Yes.

Q. Okay. And is that the same address where she lives today?

A. Yes.

Q. What street is that?

A. Oakleaf I think.

Q. Is that in McHenry?

A. They have a McHenry mailing address, yes.

Q. And so the time that you would see Dave four times a week at his mom's house on Oakleaf that would be before Dave got married and moved out obviously?

A. Correct.

Q. Okay. So for six years -- for the past six years, have you had a friendship with Dave?

A. I would see him every now and then. I wouldn't see him as much, no.

Q. And the reason you saw him it looks like significantly less is because he got married and moved in with his wife and moved?

A. They moved away. They moved to Wisconsin.

Q. Is that where they are living now?

A. Yes.

Q. So once Dave got married and moved up to Wisconsin to live with his wife, that's when your connection with him got a little bit less?

A. Yes.

Q. But you still had a friendship with him?

A. Yes.

Q. Okay. Okay. And then if you would, you described now your relationship friendship with Dave over the years. How about now with Paul? You have lived with him for the past six years. I am assuming you socialize with him from time to time?

A. Sure.

Q. Is that on a frequent everyday basis or what?

A. Yeah.

Q. Okay. So you still have a close relationship with Paul then?

A. Yes.

Q. All right. Are you -- Do you have a close relationship with his mother then as well?

A. Yes.

Q. What's his mother's name?

A. Barbara.

Q. Anybody else that lives in the house?

A. No.

Q. Do you know Dave's mother and stepfather?

A. Yes.

Q. Okay. Does he have a -- Is his natural father still living?

A. No.

Q. Okay. What's his mother's name?

A. Carol.

Q. Carol. Since Dave moved out of their house like six years ago, have you maintained any type of contact with Carol and Bill?

A. I have talked to them a couple times, not much.

Q. Okay. With regard to Paul's accident, the chain saw that we are here about today, June, 2011, other than -- and we will get to your communications or what you have overheard with regard to Dave and Paul, but other than Dave and Paul, have you had communications with anyone else regarding that incident?

A. No.

Q. Okay. So all of the information you know about the chain saw accident with Paul has all come from either Paul or Dave?

A. Well, and Carol. Carol. Carol is the one

who called me the day it happened.

Q. That's what I was trying to find out.

A. Yes.

Q. So it's just three people then you have learned about the chain saw accident, Carol, Dave and Paul?

A. Yes.

Q. Okay. You have never talked to Bill about it then?

A. No.

Q. Okay. Before the -- Before the accident occurred with Paul -- You know it happened over at the McGuire's house, right?

A. Yes.

Q. Before it happened, did you know what Paul was doing that day?

A. No.

Q. Did you know he was going to be using a chain saw or working around a chain saw?

A. No. No.

Q. Okay. Did you know what Dave was going to be doing that day?

A. I had no idea what any of them were doing.

Q. Okay. Okay. Obviously they don't have to

report to you what they decide to do, right?

A. Right.

Q. And you don't know every day what they're doing?

A. No.

Q. All right. So your first notification of what happened in Paul's chain saw accident was when Carol called you?

A. Yes.

Q. Okay. Was it the day of the incident?

A. Yes.

Q. What time did she call you?

A. Probably five, six hours after it happened.

Q. Okay. So Paul had already been to the hospital I am assuming?

A. Yes. He was at the hospital when she called.

Q. Okay. All right. So let's start with that telephone call then. What did Carol say to the best you can paraphrase for us?

A. Carol called and told me why she didn't want to call earlier. She didn't want to talk to Barb because she was afraid what she would say because Dave cut Paul's arm with the chain saw.

Q. Were those her words?

A. Those were her words.

Q. She didn't want to call earlier because she didn't want to talk to Barb?

A. She didn't want to put Barb in stress until she found out what was going on.

Q. About the injury?

A. Yes.

Q. Okay. And she described it as Dave cut Paul's --

A. Paul with the chain saw.

Q. With the chain saw. Okay. All right. What else did Carol say?

A. Come get your dog.

Q. Why was your dog over there?

A. Paul had the dog over there.

Q. Okay. And what kind of dog was that?

A. A German Shepherd.

Q. So apparently when Paul was going over to the house to help Dave, he brought your dog with?

A. Well, it's both of our dog.

Q. He brought the dog with?

A. Yes.

Q. And I guess that's something he does from time to time, right?

A. Yes.

Q. So not unusual?

A. No.

Q. Did she say anything else in the phone call?

A. No.

Q. So it was about a minute or two phone call?

A. Yes.

Q. What did you do -- So I imagine she said Paul was in the hospital?

A. Yes.

Q. Okay. Did she tell you what type of injury or how severe it was?

A. No. No. She just said it was a chain saw cut.

Q. On the arm?

A. Yes.

Q. Okay. So what did you do after hanging up with Carol?

A. Walked over to their house and got the dog.

Q. How far away did they live?

A. A couple blocks.

Q. And that is from the place where you are living today --

A. Yes.

Q. -- when you were living with Paul at the time?

A. Yes.

Q. And you went and got the dog, brought him home and what did you do next?

A. Waited to find out about Paul.

Q. So you were waiting for someone to call you?

A. Waiting to find out what was going on. You know, Dave was with him at the hospital.

Q. So you were assuming one of them was going to call you?

A. Well, I was assuming that he was going to show back up after he was done with the hospital.

Q. Right. So either they were going to call you or somehow show up at the house and then you were going to find out what happened?

A. Yes.

Q. Okay. So you weren't going to do anything yourself until somebody contacted you?

A. Yes.

Q. Okay. So you just waited at home?

A. Yep.

Q. Okay. What's the next thing that happened then?

A. A couple hours later Paul came home.

Q. Do you remember what time that was?

A. No.

Q. Can you give me an estimate, like after 7:00, before 7:00, something like that?

A. Oh, it was before that.

Q. Before 5:00, somewhere around there?

A. Maybe around there.

Q. So around 5:00 p.m.?

A. I suppose. I am not really sure on the time.

Q. Okay. It wasn't late evening, though?

A. No. It was not pitch dark out, no.

Q. Was it still light out?

A. Yes. It was still light out.

Q. And who -- So your first -- the next thing that happened then is Paul arrived home?

A. Yes.

Q. Did he arrive home with anyone?

A. Well, Dave brought him home.

Q. Okay. Did Dave just drop him off and drive away or did he come into the house?

A. Dave did not come into the house.

Q. Did you speak to Dave?

A. No.

Q. Did you see Dave?

A. No.

Q. Okay. You just know he got dropped off because somebody had to drop him off?

A. Well, because they took him to the hospital so they brought him home.

Q. Where was Paul's truck at the time then?

A. Dave drove Paul's truck to the hospital.

Q. Okay. And then Dave drove Paul home?

A. Yes.

Q. And then Dave took Paul's truck away to his house?

A. I don't think so.

Q. What -- How did Dave get home?

A. He could have walked. It's only two blocks away.

Q. I am just trying to find out.

A. I have no idea.

Q. So as far as you know, Dave probably left Paul's truck there and just walked home? That's probably what happened?

A. Yeah.

Q. Okay. Okay. So Paul came in the house and did you have a conversation with him?

A. Well, no, not really. He was on pills. You really can't have much of a conversation at that point.

Q. What was his demeanor or how was he acting at the time?

A. Sore.

Q. In his arm?

A. Yes.

Q. Okay. Was his arm bandaged?

A. Yes.

Q. Do you remember which arm?

A. It was the -- I believe it was the right arm.

Q. Okay.

A. Or left arm.

Q. Left arm. No words exchanged or just hi, how are you doing? That type of thing and you went to bed?

A. Just, oh, my God. I can't believe that happened.

Q. All right. Did Paul at this point -- and, again, we are going to go step by step -- but did Paul describe to you what had happened?

A. Not at the time, no. He was -- Like I said he was on pills, so there wasn't much talking. I mean, he pretty much wanted to sleep.

Q. Okay. So after the hi and, oh, my God, what happened, then he just went to bed?

A. Yeah.

Q. Okay. Okay. Did you see Paul the next morning then?

A. I saw him the next day, yes.

Q. Did you have a conversation with him more now about the incident and what happened?

A. Yes.

Q. How did Paul describe what happened?

A. He said he was holding the branch for Dave and the next thing he knows Dave came up and -- too high and cut him in the arm.

Q. Those are his words?

A. Yeah.

Q. Okay. Did he say anything else? And, again, I know this has been some time but I need to go through everything and make sure you said everything you recall so did he say anything else regarding how it happened?

A. No. He was just there helping Dave hold some branches while he cut them.

Q. Okay. Anything else discussed that you recall the next morning?

A. No.

Q. Okay. Are you the kind of -- Again, I don't know. You guys live together. Did you know when Paul was receiving medical treatment and all that or did you not kind of stay up on that?

A. I try not to. I don't want to get into too much stuff with him so no. I didn't really pay much attention to it.

Q. He obviously had some issues with the arm later on, right?

A. Yes. I have to help him do a lot of things.

Q. I am not going to go and belabor it. If they want to, they can but what did you notice over the next we are going on two years so let's say over the next few months after the incident, what did you notice about -- if anything, about his injury and how that affected his day-to-day activities?

A. Well, he couldn't do a lot of things. He can't open a jar. He can't do lots of things. He can't, you know, type on a keyboard for more than maybe 20 minutes. He lost a lot of movement basically in his arm. The grip and everything.

Q. And when you notice from day to day it was causing him pain, so you would notice some visual

issues in his face that would show that he is having some problems or not?

A. Well, when you see him work with his hands, yes. You can see him -- stress in his face.

Q. Okay. And was that something that you would see on a day-to-day basis because you saw him every day or would it be more once a week, once a month? How often would you notice these things about him?

A. If he uses his hands, it happens all the time.

Q. So it depends on how active he is trying to be?

A. Yes.

Q. How about outside of the house? Were there things he was having difficulties doing because of his left hand/left arm issues?

A. Like mowing the lawn, things like that?

Q. Yes. Yes. Whatever he does outside.

A. Yes. Yes.

Q. Before this accident, was he kind of an outdoors guy or indoor guy?

A. Outdoors.

Q. What did he like to do outdoors?

A. Camping. We used to cut wood, gardening.

Q. Was he able to do any of that after the accident that you noticed?

A. No, not really. He would plant a few seeds in the garden but, you know, that's not really doing anything.

Q. Okay. Okay. All right. Have you -- I will just make this all kind of in one question and if they want to go into more particulars, they can but since the accident, have you noticed over now we are a year and a half to two years, have you noticed any improvement or him being able to be more active such as he is getting better over the years or has he gotten worse or has he pretty much stayed the same?

A. It definitely hasn't gotten better.

Q. Okay. His limitations if you compare them today versus in the months after the accident, are they about the same or have they improved or gotten worse?

A. Probably the same.

Q. Okay. So you haven't really noticed any significant changes since the months after the accident until today? It's about the same?

A. On the cut arm?

Q. On his arm, yes.

A. No. It's about the same.

Q. Have you noticed something on the other parts of his body?

A. Well, he had an accident on the other arm a few years before that and now he has to use that arm a little bit more and it's taken a toll on that arm.

Q. What was that accident?

A. A car accident.

Q. And he hurt his right arm?

A. Yes.

Q. Now that he has to use his right arm because he can't use his left arm, that's making difficulties using the right arm?

A. Yes. He had to have the ulnar nerve moved from --

Q. From his right arm?

A. Yes.

Q. Because of that auto accident?

A. Yes.

Q. Did he have any prior problems with the left arm where he had the saw accident?

A. No.

Q. Okay. Since you see Paul frequently, I don't want to go into every time you see him, but this is

what I am trying to get at: Since the day after the accident when you had the conversation a little bit more particular about what happened, have you had additional conversations with Paul over the years about more specifically how it happened or has it always been him saying pretty much what you already told me?

A. On how it happen? That's pretty much what it's always been.

Q. Yes. So although he said it a few times over the years, he has pretty much said the same thing?

A. Yes.

Q. Had there been any other versions you heard from Paul other than what you described for us about how the incident occurred?

A. No.

Q. Okay. All right. Have you told us then everything that Paul has told you since the accident and again over the years about how the accident occurred?

A. Yes.

Q. Is there anything else about the accident that he has told you that you have not told us?

A. About him?

Q. About the accident. About how it happened.

A. No. That's how it happened.

Q. Okay. You were not -- obviously not a witness to the accident?

A. No.

Q. Okay. Other than Dave and Paul, are you aware of any other witnesses to the accident?

A. No.

Q. The chain saw accident.

A. No.

Q. Okay. Do you know if Carol or her husband were present at the time the incident occurred?

A. They told me they were inside.

Q. Okay. And when did they tell you they were inside?

A. When I went to pick up the dog.

Q. All right. And so I didn't talk to you about that conversation, so let's go back to that. That's with Carol?

A. Yes. Carol.

Q. Okay. So let's go back then because I want to cover as much as I can. When you went to pick up the dog after Carol called you the day of Paul's accident and said pick up the dog, you went to pick it

up. You walked over there?

A. Yes.

Q. And did you have to go inside?

A. No. It was outside.

Q. Okay. You picked up the dog. Did you talk to Carol?

A. Carol came out.

Q. Did you only talk to Carol?

A. Carol and Bill came out.

Q. Did you talk to Bill and Carol?

A. Yeah.

Q. All right. What was said between you?

A. Pretty much that what happened. Dave cut Paul with the chain saw and they were waiting to hear back.

Q. Okay. That was it then?

A. Yeah.

Q. Have you ever talked to Carol or her husband since that time up until today any more about this incident?

A. No.

Q. Okay. All right. All right. How about Dave? Now let's talk about Dave. After the accident, how long, how many days was it when you first spoke

with Dave or heard Dave talk about the incident?

A. Dave didn't really want to talk about the incident.

Q. Okay. Well, when is the first time -- how long after the accident was the first time you even were around him where you noticed he didn't want to talk about it?

A. When we went up to try to get his insurance policy number.

Q. How many days, though, later?

A. Oh, I don't know.

Q. Was it a week?

A. Maybe a month.

Q. Okay. I just need to get a timeframe so I know what we are talking about. So approximately one month after Paul's chain saw accident, you and Paul went over to Dave's house?

A. Yes.

Q. Okay. And, again, that's when he is with his wife up in Wisconsin?

A. Yes. In Powers Lake.

Q. Do you remember his wife's name? I don't know if I asked you.

A. Pam.

Q. Pam. Okay. And why did you go up with Paul?

A. Because he wanted me to drive him.

Q. Because he is not able to drive with his injury?

A. Well, he can drive. I mean, it's just too much turning, you know, and his hand gets sore.

Q. Okay. So the only reason you accompanied Paul up to Dave's house a month after his accident is because he needed you to help him drive?

A. I told him I would drive, yes.

Q. Okay. All right. And how long were you at Dave's house that day?

A. Half hour, maybe an hour.

Q. And was it a sit-down meeting or is it just kind of walking around talking a little bit?

A. Went into his garage, he showed us his cars, things he is working on.

Q. What does Dave do for a living, do you recall?

A. Auto body.

Q. Okay. Does he do it out of his house?

A. Yeah.

Q. Okay. Do you know if he has any other work other than auto body out of his house?

A. That's all that I know of.

Q. In the entire time that you were at Dave's house the month after the accident was Paul and Dave and all three of you together?

A. Yes. We were in the garage.

Q. Okay. So whatever was said all three of you would overhear presumably?

A. Yes.

Q. It's not like Paul or Dave went off somewhere and talked to somebody else. You all three were there together for that half hour to an hour?

A. Yes.

Q. So let me just to your knowledge, if Paul or Dave said something during that half hour or hour visit, you would have heard what they had to say because you all three were together, right?

A. Yes.

Q. Okay. There was never a time during that visit that Paul and Dave were alone without you around?

A. No.

Q. Okay. Can you attempt to describe what was talked about during that half hour to an hour visit up at Dave's house one month after the accident with you

and Paul present?

A. Well, he first wanted to start to talk about the cars he is working on and Paul wanted to know about the insurance policy.

Q. How did Paul say it?

A. He asked if he can get his insurance policy number.

Q. His home insurance?

A. Yes. Homeowner's insurance.

Q. And what did Dave respond?

A. He didn't.

Q. He didn't even talk?

A. He didn't say yes or no.

Q. Okay. Did he say anything else in response?

A. About that, no.

Q. Okay. Anything else discussed about the incident?

A. Yes. He wanted to know what he was going to get out of it, Dave did.

Q. Okay. Was that brought up out of the blue or was that brought up in response to what Paul asked of him?

A. After Paul asked about the insurance policy, Dave wouldn't answer him and Dave wanted to know what

he was going to get out of it if he did.

Q. And, again, I know you don't have it recorded or know the exact words but can you give me kind of a paraphrasing of his response?

A. What am I going to get out of this?

Q. Okay. Did he define what he meant by that statement?

A. Not really.

Q. All right. What did Paul say in response to that?

A. What's there to get out of this?

Q. And, again, give me the back and forth. What was said then?

A. Basically, he wanted to know -- you know, Paul wanted the insurance policy, Dave -- like I said Dave didn't give us an answer. He wanted to know what he was going to get out of it and Paul said there is nothing to get out of this. It's insurance. I want my arm fixed and Dave is like, well, if my insurance goes up a penny, the chain saw cut is going to be the least of your worries. You haven't seen me mad yet. Exact words.

Q. Okay. Anything else discussed?

A. At that point I said let's go.

Q. And you left?

A. Yes.

Q. Okay. So, again, I got to say this then: Have you told me now, and if you have to add anything, now is the time to add it, have you told me now pretty much as you can remember it everything that was said during that half an hour to an hour meeting regarding the chain saw incident, the injuries, anything related to that incident?

A. Yeah. That was it.

Q. Okay. So you suggested, hey, Paul, let's go?

A. Yeah. I saw this was going nowhere.

Q. Okay. Was the whole trip -- What was the whole point of the trip up to Dave's house?

A. To get his homeowner's insurance policy number.

Q. Why couldn't you have called him?

A. We tried.

Q. Okay. I didn't know that. So Paul had tried?

A. Paul tried.

Q. Paul said I can't get ahold of him or I can't get the info so let's just drive up there?

A. He wouldn't give it to him so we just drove

up there.

Q. Got you. Did Dave ever describe -- Let me strike that.

That was your first meeting with Dave since Paul's accident, right?

A. Yes.

Q. Did Dave ever talk about how the incident occurred?

A. No.

Q. Okay. Have you been with Dave or overheard Dave in any way say anything else more about how the incident occurred or anything more about these -- the conversation we just heard from you?

A. No. No.

Q. Have you ever been around Dave since that first meeting?

A. I have seen him once since then.

Q. How long ago was that?

A. Probably six months after that last meeting there.

Q. And under what circumstances?

A. He stopped over at the house.

Q. At Paul's house?

A. Yes.

Q. Do you know why?

A. To visit I suppose.

Q. Okay. Was that -- and maybe you don't know this. Was that before this suit in this case was filed to your knowledge?

A. I have no idea.

Q. Okay. So it would approximately have been sometime at the end of 2011 or early 2012?

A. It was wintertime, so.

Q. So sometime in the winter of 2011, 2012?

A. Yes.

Q. Okay. And how long was Dave over?

A. 15 minutes.

Q. And, again, we are going to go through the same exercise. Can you tell me what was said during that conversation?

A. He came in and wanted to talk about him.

Q. What do you mean?

A. Just talk about what Dave is doing, you know.

Q. Oh, he wanted to tell you guys what he is doing?

A. Yeah. Nothing about this accident, no. It had nothing to do with the accident. As a matter of fact, Dave said he didn't want to hear anything about

it; and he said this is done with. You are fine, there is no big deal and that was it.

Q. Do you know what he meant by you are fine?

A. He said there is nothing wrong with you.

Q. I see. Okay. To Paul?

A. Yes.

Q. Okay. And obviously in your view and Paul's view that wasn't accurate?

A. I don't see how nothing is wrong with you when you get cut by a chain saw.

Q. All right. Now, you have been seeing Paul, what, every day since the accident pretty much?

A. Yeah. I live with him, so.

Q. Have you ever heard Paul say anything about trying to get rich from this claim?

A. No.

Q. Or that he may not have to work the rest of his life?

A. No.

Q. Did you ever hear Paul suggest that either Dave or somebody else needs to testify to help him win big in this claim?

A. No.

Q. Other than from Paul, have you heard anybody

else's version of how this incident occurred?

A. No. Besides what Carol told me about Dave cutting him with the chain saw on the phone, that was it.

Q. Very good. And you have only seen Dave twice since Paul's accident, right?

A. Yes.

MR. MAST: Okay. That's all I have.

MR. ACCARDO: I don't have anything.

EXAMINATION

BY MR. BARCH:

Q. So just to backtrack a little bit, my name is Ron Barch. I am here for Carol and Bill McGuire. With respect to the living arrangements over at 4606 Hayden Court, you have been I guess a housemate with Barbara and Paul for six years?

A. Yes. Six or seven years, yes.

Q. And you have known them your whole life essentially?

A. Yes.

Q. Both of them?

A. Yes.

Q. And this is a sensitive question, please don't take offense, but are you and Paul, are you a

couple?

A. No.

Q. Okay. You are just friends?

A. Yes.

Q. And in terms of people that work in the house, Paul was not working when this accident happened, correct?

A. Well, he was doing part work -- consulting work for Intermatic.

Q. Okay.

A. And at Juskie's Printing he was doing some work.

Q. That was prior to the accident?

A. Yes.

Q. And since the accident has he ever had another job since?

A. No. Just partially working for Juskie's trying to see if he can do things and obviously he couldn't too well.

Q. And Barb, is she retired or does she work?

A. She is retired.

Q. She retired when Paul was injured?

A. No. She was retired.

Q. She was already retired?

A. Yes.

Q. And your last job was years before this happened?

A. Yes.

Q. And how does everybody coexist there with nobody working?

A. Well, Barb pays the bills.

Q. Barb does?

A. Yes.

Q. And when you say you were in printing, what does that mean? What were you doing?

A. T-shirt screening. Printing T-shirts.

Q. Okay. There is a lot of different printing. In fact Paul testified he did a different type of printing, correct?

A. Yes. He did paper printing.

Q. Okay. But you were actually --

A. I did like this stuff, printing on T-shirts. (Indicating.)

Q. Silk screening?

A. Silk screening, yes.

Q. Got you. And have you tried to go get another job for someone else?

A. Have I?

Q. We got to stop talking over each other. Let me get the whole question out.

A. Sorry.

Q. In the last five years, have you gone anywhere else that does silk screening or printing on shirts and things?

A. Yes, I have tried.

Q. Nothing locally?

A. No.

Q. You mentioned that there is a dog of some sort that stays at the house with you?

A. Yes.

Q. Do you still have the dog?

A. Yes.

Q. And it's a -- what's the dog's name?

A. Duke.

Q. Duke. And that's co-owned by you and Paul?

A. Well, it's his -- Technically it's in his mom's name.

Q. Is that a dog -- Is it a pure breed or something?

A. Yes.

Q. So there is some papers associated with the dog?

A. We don't have papers.

Q. But it's actually if there was -- somebody was to look up the ownership of this dog, there is some paper declaring her the owner?

A. Yes.

Q. But the three of you guys treat it as your own?

A. Yes.

Q. Is there anything else that you guys consider joint or is that pretty much it?

A. That's pretty much it.

Q. All right. Now the conversation -- Strike that.

Going back to your first notice that something had happened to Paul, that was the phone call from Carol McGuire, correct?

A. Yes.

Q. And what she described to you was that she was -- she wanted to call later and not speak to Barb?

A. Yes.

Q. Did she explain why she didn't want to speak to Barb?

A. She didn't want to get Barb all worried until she found out what was wrong with Paul.

Q. And at that point she was unclear as far as she told you as to what the situation was with Paul?

A. As far as to what the extent of the injury was?

Q. Yes.

A. Yes.

Q. The only thing that she was able to report to you is that he was still at the hospital?

A. Yes.

Q. And that he had an injury with the chain saw?

A. That Dave cut him with the chain saw.

Q. She reported to you that he was injured by a chain saw?

A. She reported that Dave cut Paul with a chain saw.

Q. So you knew that he was injured or believed based on that that he was injured by a chain saw?

A. Yes.

Q. All right. So now with respect to what she said about how, the only thing you can recall right now is that Dave cut Paul with a chain saw?

A. Yes.

Q. Any other detail at all that you can remember?

A. That's all that she said.

Q. There was no discussion as to what they were doing, how they were doing, anything like that?

A. No.

Q. And then when you did go back to get the dog, you said you walked over there and got the dog?

A. Yes.

Q. When you did meet up with Bill and Carolyn to retrieve the dog, did -- was there any additional description offered to you as to how Paul was injured?

A. No.

Q. That same comment roughly?

A. Yes. That -- She didn't even make the comment at that point. I came to pick up the dog and that was about it. I mean, they were inside when it happened is what they told me.

Q. There was no further discussion about how Paul got injured or what happened to him when you got the dog?

A. No.

Q. There was a comment, though, that neither one of them claimed to have been outside when it happened?

A. They were inside, yes.

Q. Did they talk about anything else that had

happened on the premises that day leading up to when Paul was hurt?

A. No.

Q. It was a pretty short conversation then?

A. Yes. I was there to get the dog and leave.

Q. All right. And Paul had not returned at that point yet, correct?

A. No.

Q. Did you at any time over the last several weeks talk to Paul about his deposition in this case?

A. No.

Q. No conversation at all?

A. None.

Q. Did you even know he gave a deposition?

A. I thought it was a few months ago.

Q. Okay. However long it has been --

A. We did not discuss any of it.

Q. And you see him every day and didn't talk about it?

A. Yes.

Q. And in terms of that description that Paul gave you the morning after, and I am paraphrasing what you said, but generally he was holding a branch and the next thing he knows is Dave came up with the saw

and cut him?

A. Yes.

Q. All right. Does that capture what you recall telling us a few minutes ago?

A. Yes.

Q. All right. Has Dave -- I'm sorry. Has Paul ever given you any more background on what they were -- the tasks they were doing and how long they had been, any detail around what happened?

A. They were just cutting a tree down.

Q. Okay. So as best you can recall in terms of the details of who was doing what, where they were positioned, how Paul was positioned when he was injured, no details on that from Paul?

A. No. All I know is he was holding a branch.

Q. Okay. Whether he was holding a branch with the stump on the ground, holding it straight up and down, whether he was holding the stump if the branch was horizontal to the ground, no discussion about that?

A. No.

Q. And specifically how many branches they may have cut or how or what technique they were using to cut those branches, no detail?

A. Well, they were cutting for quite awhile. That's all I know.

Q. So it had been going on for awhile?

A. Yes.

Q. Did Paul ever share with you that he was concerned about the approach that David Gagnon was using to cut the branches up?

A. No.

Q. Did he share with you any concerns he had right up until the very point where he was cut?

A. No.

Q. Nothing. And when you -- And you and David have never talked about what happened?

A. No.

Q. You said prior to the injury Mr. Dulberg was an outdoors guy. He would do gardening. He would cut wood. He would also go camping.

A. Yeah. Canoeing. Pretty much any outdoor activity.

Q. And since this accident June of 2011, has he gone out camping or canoeing?

A. We have gone camping.

Q. Okay. And how is he different now when he is out camping versus what he was like before?

A. He doesn't do anything. He sits in his chair and that's about it. He can't really go do anything.

Q. So he still goes but his activities are more limited?

A. Very. He basically just sits in the chair.

Q. Where do you guys typically camp?

A. Up in Wisconsin. Boulder Junction.

Q. Now you said one of the things he used to do before this is cut wood. What do you mean by that?

A. We have a fireplace so we got to split wood.

Q. And when you cut wood and split wood, do you use a chain saw?

A. Log splitter.

Q. A log splitter?

A. Yes.

Q. Have you ever used a chain saw?

A. We use a log splitter. Yes. He has used chain saws.

Q. Have you seen him use chain saws?

A. I have seen him use a chain saw, yes.

Q. And this was before he was ever injured?

A. Yes.

Q. Do either you or Paul or Barbara own a chain saw?

A. Paul does, yes.

Q. And did you ever observe Paul using a chain saw in a way where you were concerned about him possibly getting injured?

A. No.

Q. Had you ever helped Paul cut up the wood?

A. Yes.

Q. Did you ever hold any branches for him while he was cutting?

A. We never cut branches. We cut the big stumps. The main tree, the main trunk.

Q. Where -- How would you get to the point of having I guess a log to split?

A. How do we get it?

Q. How did you get to the log before it was a branch I guess?

A. Well, you cut the tree down and let it fall down.

Q. So you and Paul I guess you guys would cut down an entire tree?

A. Yes.

Q. And then you would trim off the branches off the logs?

A. He would.

Q. He would?

A. I wouldn't.

Q. All right. And then those -- the logs would get cut into small sections where they could then be split?

A. Well, like I said for the most part we only wanted the main branch.

Q. What happened with all the little branches, though, I guess?

A. They got left behind.

Q. You didn't even take them with you?

A. No. Too small to burn.

Q. Okay. Did you ever see Paul -- Well, sometimes the limbs can be big enough to burn as well.

A. Yes, but we were going -- we were going to like farm fields and taking -- we have a buddy that has farm fields and they remove trees so we go and take trees that they knock down or cut down.

Q. Did you ever see Paul removing branches off of a limb?

A. Yes.

Q. Okay. And then you would -- obviously you would see him. You seen it yourself where he cut up the trunk into logs where they could be split?

A. Yes.

Q. And some of the larger pieces of limbs those would be cut then and split as well?

A. Yes.

Q. And in a situation where there was a limb, sometimes the limbs don't have branches for quite a ways. Sometimes there is branches throughout the limb; would you agree?

A. Yes.

Q. As a general proposition?

A. Sure.

Q. Did you ever see him working on a limb that was sizable that could be a log where he was cutting branches off those, off the limbs?

A. Yeah.

Q. Did you ever help him do that?

A. No.

Q. How did he go about -- When you did see him doing it, how did he go about getting all those branches off the limbs before he was able to chop the limb into some series of --

A. The tree would be on the ground and he would walk up and just hack at it. Just cut them right off right where the stump is and the branch.

Q. So the times where you saw Paul doing it he would do it while the limb was on the ground?

A. Yes.

Q. Did you ever see anybody help him by standing the limb upright or holding the limb off the ground so he could get at those?

A. No. There is nobody there to help.

Q. You were just watching?

A. Yeah. I would move the logs once he cut them.

Q. All right. So when he did it --

A. I'd load them on the trailer.

Q. When you saw Paul doing this trimming branches off of a limb, he would do that solo?

A. Yes, because we were the only two there.

Q. So if I'm understanding your testimony, as you sit here today, there was never an occasion where you would hold the limb off the ground so that Paul could have an easier time cutting the branches off the limb?

A. I didn't, no.

Q. Okay. Did you ever see anybody else help him in that position?

A. No, because we were the only ones that went.

Q. Okay. Did you and Paul ever do anything with the cut wood other than use it yourself? For instance, did you ever sell it?

A. No. We burned it in our fireplace.

Q. Okay. And then the source of the wood would be a friend of yours that has a farm?

A. Or we'd find people who chopped a tree down and it's laying down in the yard and we'd go and pick up the pieces that they had cut already.

Q. Who is the fellow that you know that has the farm and might let you take some --

A. His name is Jason.

Q. Jason, last name?

A. Madeus.

Q. How do you spell that, sir?

A. M-A-D-E-U-S I think.

Q. And where does he reside?

A. Out by Woodstock. I don't know the little town name.

Q. Is he an acquaintance of yours?

A. He used to live across the street. We all lived in the same neighborhood.

Q. All right. Would he be somebody that you would have a cell phone number for him?

A. I don't have the number. He is not really my friend. He was one of Paul's friends.

Q. All right. Just in followup to some questions that Mr. Mast had, you never -- you did not go to the hospital with David and Paul, correct?

A. Correct.

Q. You didn't go up there anytime?

A. No.

Q. So the conversation -- You would not have direct personal knowledge of any conversations that occurred between Mr. Gagnon and Mr. Dulberg at the hospital or in the parking lot of the hospital?

A. No.

Q. And with respect to -- Strike that.

If someone was to claim that you were present for a conversation during which Mr. Dulberg said this could be the best thing that ever happened to me, I might not have to work again, you would deny hearing a comment like that?

A. Yes. That never happened.

Q. And there was a conversation when you went to get the insurance information from Mr. Gagnon and if I heard your testimony correctly, Dave had asked what would be in it for him if he gave the insurance

information; is that how you recall it?

A. Yes. Yes.

Q. So if Mr. Gagnon was claiming actually the reverse was the situation, that Mr. Dulberg posited to him that it could be to his advantage that if he helped him, that's not your recall as to that conversation?

A. No. What I recall is Dave saying what am I going to get out of this? I can go the easy way or the hard way.

Q. So to answer the question then, your recall of that conversation you didn't take away from it that Mr. Dulberg was implying that he would -- that Mr. Gagnon could get money out of this, too?

A. No.

Q. Do you know anything about the training that Mr. Dulberg may have received as to how to use a chain saw?

A. I have no idea.

Q. Had you ever seen David Gagnon using a chain saw at any time prior to this?

A. Have I? No.

MR. BARCH: I think that's all I have.

MR. MAST: I don't have anything.

MR. ACCARDO: I don't have anything else.

MR. MAST: As a witness, you have a right to review the transcript if it's transcribed of this and review it and sign off on it or you can waive that right and just rely on the accuracy of the court reporter taking this down.

Most people just waive it and rely on the court reporter but you do have a right to see it if you want to see it.

THE WITNESS: She seems like a good typer.

MR. MAST: So you are going to waive?

THE WITNESS: I am good.

MR. MAST: Very good. You are done.

(FURTHER DEPONENT SAITH NOT.)

C E R T I F I C A T E

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.

I further certify that I am neither counsel for nor related to or employed by any of the parties to this action and that I am not a relative or employee of any counsel employed by the parties hereto or financially interested in the action.

Paula Ann Erickson
Certified Shorthand Reporter
Registered Professional Reporter
License No. 084-003899
Notary Public

Dated this 9th day

of April, 2013.

COPY

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE 22nd 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 DISCOVERY DEPOSITION OF PAUL R. DULBERG 1-24-13

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.

APPEARANCES:

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Appeared on behalf of the plaintiff.

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Appeared on behalf of the defendants, Caroline McGuire and Bill McGuire.

ATTORNEY PERRY A. ACCARDO
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Appeared on behalf of the defendant, David Gagnon.

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EXHIBITS

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PAUL R. DULBERG,
being first duly sworn, was examined and testified as follows:
EXAMINATION BY MR. ACCARDO:
Q. Sir, would you please state and spell your name for the record?
A. **Paul Dulberg, D-u-l-b-e-r-g.**
MR. ACCARDO: Let the record reflect this is the discovery deposition of Paul Dulberg taken pursuant to notice and continued from time to time, taken in accordance with the Rules of Civil Procedure of McHenry County and the Rules of the Supreme Court of the State of Illinois and any other applicable local court rules.
Good afternoon, Mr. Dulberg. My name is Perry Accardo. I'm going to be asking you some questions today.
MR. BARCH: Is this your notice?
MR. ACCARDO: Did you issue the notice? I thought I did. If you want to do it, that's fine.
MR. BARCH: Well, I mean, if you issued one --

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MR. ACCARDO: (Interrupting) I'm not sure whose notice it is.
MR. BARCH: I thought it was mine.
MR. ACCARDO: I'm sorry, I assumed it was mine, but if you want to do it.
MR. BARCH: I mean, sooner or later we both need to ask the questions.
MR. ACCARDO: If you want to do it, that's fine.
MR. BARCH: Let's go forward.
MR. ACCARDO: All right.
MR. BARCH: We'll pick up where Mr. Accardo left off. We're taking this deposition pursuant to an agreement of the parties, a notice and in accordance with the Illinois Code of Civil Procedure.
We're going to do what is a called discovery deposition. I'm sure your attorney talked to you about it. It's a fancy word for a question-and-answer session. Hopefully we will ask questions that you hear and understand. And then if you do hear and understand the question, it's our expectation you answer truthfully. All right?

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THE WITNESS: Yes.
MR. BARCH: Couple of things to keep in mind as we go along. There is a lady over there to your left taking everything down that we're saying, so it will be important when we do have a conversation that we use words. Here in Midwest we use a lot of uh-huhs, uh-uhs and shoulder shrugs. During conversation it's easier to interpret face to face, but it doesn't translate well to a record. Okay?
THE WITNESS: (Indicates affirmatively.)
MR. BARCH: So if you happen to do that, one of us in the room may ask you to clarify what you mean. All right?
THE WITNESS: Okay.
MR. BARCH: And the other thing to do is some of the questions that come out may be easy to interpret or anticipate, and witnesses, for whatever reason, have a tendency to want to get the answers out and may start talking over the question. You may not do that, but if you happen to start talking or giving an answer before the whole

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question is out, I may ask you to stop, okay, so I can get the whole question out and then we'll give you a chance to get your whole answer out. All right?
THE WITNESS: (Indicates affirmatively.)
MR. BARCH: The same is true of me. If I start a question before you finish your answer, please tell me. I want to give you a chance to get your whole answer out. Fair enough?
THE WITNESS: Yes.
MR. BARCH: You might hear the word objection at some point. That would come from one of the attorneys not asking you questions. If you hear the word objection, you should stop your answer or don't even begin one and then look to your attorney for direction as to how to proceed. Okay?
THE WITNESS: Yes.
MR. BARCH: This is not an endurance test. If you need to use the restroom, get a drink of coffee, whatever you need to do, just let us know. Okay?
THE WITNESS: Yes.

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EXAMINATION BY MR. BARCH:
Q. Could you please state your full name for the record?
A. Paul Dulberg.
Q. Middle name?
A. Raymond.
Q. Where do you reside?
A. 4606 Hayden Court.
Q. Did you say Hayden?
A. Hayden.
Q. How do you spell it?
A. H-a-y-d-e-n.
Q. And that's in McHenry?
A. Yes.
Q. The incident we're here to talk about did not take place on your property; is that true?
A. True.
Q. Where is 4606 Hayden Court in relation to 1016 West Elder?
A. They are in the same neighborhood.
Q. Are they adjacent properties?
A. No.
Q. Are we talking like houses away? Blocks away? Miles?

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A. Less than a minute and a half by car.
Q. Can you see the 1016 West Elder property from your property?
A. No.
Q. Okay. And what is your date of birth?
A. 3-19-70.
Q. And the incident that we're here to talk about, do you recall it happening on June 28, 2011?
A. I believe that's the date.
Q. How old were you then?
A. 41.
Q. Are you married, sir?
A. No.
Q. Have you ever been married?
A. No.
Q. Back in June of 2011 did anybody reside with you at the Hayden Court property?
A. Yes.
Q. Who?
A. My mother and a friend, Mike McArtor.
Q. Mom's name?
A. Barbara Dulberg.
Q. And the friend that was living there?
A. Mike McArtor.

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Q. How do you spell McArtor?
A. M-c-A-r-t-o-r.
Q. Does Mike still reside with you and your mom?
A. Yes.
Q. Tell me a little bit about your educational background. Did you finish high school?
A. Yes.
Q. Where?
A. Johnsburg.
Q. When did you finish?
A. 1988.
Q. Did you move on to college?
A. Some college.
Q. Tell me a little bit about that.
A. I took a few years. I never finished.
Q. Where did you enroll?
A. MacMurray College.
Q. Was that a community college or a four-year?
A. Private college down in Springfield, Illinois.
Q. You say you took a few years. Could you be more specific if you can? One? Two? Three?
A. Two.
Q. Did you acquire an associate's degree?
A. No.

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Q. What was your major?
A. I believe it was political science.
Q. And any particular reason you left?
A. I had to go home.
Q. What was the reason you had to go home? To care for your mom?
A. Family.
Q. What was that?
A. It was family.
Q. And you never went back?
A. No.
Q. Was that immediately after high school?
A. No.
Q. When was it in relation to high school?
A. It was about three years after high school.
Q. So early '90s?
A. Yes. You made me think about that.
Q. Besides the course work that you participated in at MacMurray College, have you had any other college courses at any other school local?
A. I remember once I took a course over here at MCC.
Q. What course was that?
A. I believe it was college algebra.
Q. Was it before or after MacMurray?

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A. **Before.**
Q. Since leaving MacMurray have you taken any additional college level course work?
A. **No.**
Q. Have you had any vocational training of any kind?
A. **Yes.**
Q. What is the nature of that?
A. **Heidelberg Academy.**
Q. What is that Heidelberg Academy?
A. **It's to learn how to run printing presses.**
Q. Where is Heidelberg Academy located?
A. **When I took it, it was in -- I don't know. It was down in the city, a suburb.**
Q. Suburbs of Chicago?
A. **Yes.**
Q. Tell me about that course. Is that just -- is that pretty short? Long? Is it intensive? What is it?
A. **It's intensive, but it's short.**
Q. When you say short, is it a day? A month? A year?
A. **However long you want to pay to go until you're comfortable running.**
Q. How long did you go?

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A. **Two weeks. It was more of a certificate for me.**
Q. Did you take the vocational training in operating printing presses for a particular employer?
A. **Yes.**
Q. Who was that?
A. **Intermatic, Incorporated.**
Q. Okay. And did you say you received a certificate of some sort?
A. **Yes.**
Q. How would you describe the certificate that you received?
A. **I'm trying to picture it in my head. It's a form that says that I completed the work. I haven't looked at it in years.**
Q. The training for a particular printing press?
A. **Yes.**
Q. And what was the name of the printing press?
A. **It was an SM 74.**
Q. All right. Besides the training certificate for the SM 74 have you had any additional vocational training of any sort?
A. **Yes.**
Q. And why don't you tell me about that.
A. **I had several courses in graphic design.**

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Q. Rocket design?
A. **Graphic design.**
Q. Okay. Where did you take those?
A. **Various locations throughout the suburbs.**
Q. Are we talking like one-week seminar-type programs, or is this a --
A. **(Interrupting) Some were seminars. Some were personal where a company hired a teacher to come in and teach us the new aspects of the program.**
Q. If I'm hearing what you're saying, you were trained on how to operate graphic design software?
A. **Yes.**
Q. Was that for a specific employer of any kind?
A. **Intermatic, Incorporated.**
Q. So the graphic design software training and also the printing program. What else? Anything else that brings to mind?
A. **That's it.**
Q. When did you have the -- I guess strike that question. When were you employed at Intermatic?
A. **I believe it was 1998 through 2008, 2009, somewhere in there. I don't remember the exact**
Q. Are you employed today?

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A. **No.**
Q. When was the last time you were employed, starting from today and working backwards?
A. **May of 2011.**
Q. So if I'm hearing what you just said, you have not had a job since this incident on June 28, 2011?
A. **Correct.**
Q. And where were you working? What was the job you had that ended in May of 2011?
A. **It was for Juskie Printing.**
Q. Juskie Printing?
A. **Yes.**
Q. How do you spell that?
A. **J-u-s-k-i-e Printing.**
Q. And that ended in May of 2011?
A. **Yes.**
Q. When did you start at Juskie?
A. **Years earlier.**
Q. Was it a transition directly from Intermatic to Juskie?
A. **Not directly, no.**
Q. So it would have been sometime after 2008 and 2009 when you started at Juskie?

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A. **Yes.**
Q. Was there any other employer in between those two companies?
A. **I had my -- I did a side business.**
Q. Tell me about the side business.
A. **Its name was Sharp Printing, Incorporated.**
Q. Sharp?
A. **Printing, Incorporated, or Inc.**
Q. Okay. When were you running Sharp Printing?
A. **Yes. I started that in 1999, and I ended it the year this happened.**
Q. So you ended it in 2011?
A. **Yes.**
Q. Did you end it before or after the incident on June 28, 2011?
A. **I ended it just before.**
Q. So I take it then you're not blaming the demise or the dissolution of the Sharp Printing, Inc. company on this occurrence?
A. **Correct.**
Q. Okay. And then was there a period of time where the Sharp Printing, Inc. business overlapped with your work at Juskie Printing?
A. **Yes.**

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Q. And as you sit here today can you get any closer in terms of your period of employment at Juskie other than sometime after 2008 or '9 and then May of 2011?
A. **I had -- it was a 1099, and I had done work for Mark prior to me leaving Intermatic and after. It was an ongoing-type thing.**
Q. Okay. So you weren't actually employed then by Juskie? You're not on their payroll, I take it?
A. **I was 1099. So, no, I guess not.**
Q. When you say 1099, are you saying that you were an independent contractor?
A. **Yes.**
Q. So you would do work for them, and they would pay you, and you would report the income based upon the gross payment?
A. **Correct.**
Q. And did you record that income then and report it through Sharp Printing?
A. **No. That was a self-employment.**
Q. Okay. The position you had at Intermatic, was that the 1099 position, or were you actually employed?
A. **It was 1099. After I left Intermatic.**

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Q. So prior to 1998 to 2008/2009, whenever you actually left, you were an employee?
A. **Yes.**
Q. And after that you still did work for them on an independent contract basis?
A. **Yes.**
Q. Okay. Now, the work that you did at Intermatic, what was the nature of your business, your work?
A. **When I was running the printing presses or when I was doing the graphic design?**
Q. Whatever you want to tell me about first.
A. **When I was running the printing presses, it's exactly what it is. I ran a printing press.**
Q. How long over that period of 1998 to roughly 2008/2009 were you running the printing press?
A. **Until I think it was 2003 or 2004.**
Q. And did you stop working the printing press position to take on some other role?
A. **I was a -- yes, in the office.**
Q. And what was that role you took on?
A. **Graphic designer.**
Q. And that could encompass a lot of things for a layperson. When you say you were a graphics designer for Intermatic, what kind of work were

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you doing for them?
A. **I did catalog design, package design, collateral, signage, brochures. Everything from business -- everything their company needed.**
Q. For Intermatic?
A. **Yes.**
Q. So you were in-house -- you were doing in-house graphics design work for Intermatic?
A. **Correct.**
Q. You weren't in commercial graphic design or anything where your sole business was to do that for other companies?
A. **No.**
Q. And did you take -- did you hold -- did you have a name for that position?
A. **Graphic designer.**
Q. Did you hold that position then with Intermatic until you left?
A. **Yes.**
Q. And the graphic design work that you did, was it all computer-assisted?
A. **It was all computer graphics.**
Q. Is it all mouse entry, or is it keyboard entry --
A. **(Interrupting) Mouse and keyboard, yes.**

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Q. -- or a combination? And is that the software training that you would get from time to time --
A. (Interrupting) Yes.
Q. -- that you mentioned earlier?
A. Yes.
Q. If there was a new program that came on or new version of the program, you would go get trained on it?
A. Yes.
Q. I don't want to oversimplify this, but is that what you're talking about?
A. Yes.
Q. And then there was a period of time where you were doing 1099 work for Intermatic and also for Juskie Printing?
A. Yes.
Q. Doing the same type of stuff?
A. Yes.
Q. When you worked at Juskie, was that also work for Juskie itself, or was it for customers of Juskie?
A. Juskie is a print broker, so it was for its customers. I worked for him, but . . .
Q. All right. And since June 28 of 2011 I take it you have not done any graphic design work

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whatsoever?
A. I have tried.
Q. When you say you have tried, what did you try?
A. I tried using a keyboard and a mouse.
Q. And when in relation to June 28, 2011 did you attempt to use a keyboard or mouse to do graphics design work?
A. I would say probably two or three months after that incident.
Q. Was that for Juskie?
A. No.
Q. Who did you try and do work for?
A. I'm trying to remember his name. New person. Mike Thomas.
Q. What kind of business does Mike Thomas have?
A. I can't recall the name of the business right now but I can tell you the type of business. He did scratch-off game pieces.
Q. For like a lottery company or something?
A. Yes. But it wasn't lottery. It was where companies wanted to give away a TV to their employees, and they'd give them all scratch cards and see who won, stuff like that. Promotions.
Q. When you say you tried to do some work for Mike

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Thomas, what did you attempt to do?
A. I tried to do the graphic design for the scratch cards.
Q. Okay. And if you could elaborate on that more, are you actually coming up with a concept or a picture that is going to be printed on the card?
A. Yes.
Q. And were you given parameters as to what they wanted it to look like, and you were trying to draw it, replicate it?
A. I would get the parameters, what size they wanted me to do it, and it was my job to come up with the concept and the design. They had input on what they thought they wanted it to be.
Q. And, again, I'm not trying to oversimplify what you were doing, but I get the impression as a layperson you're trying to come up with a picture that would be on the computer screen that would then be a concept you could flow past the customer to see if it would work for the scratch game?
A. Correct.
Q. And that's the program you used to do that which requires a series of key entries and mouse

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clicks?
A. Key entry and mouse, yes.
Q. What was it about -- two or three months after this incident what was it that you were unable to do?
A. Type. I could finger peck. I couldn't type anymore. Grabbing a mouse isn't exactly working either.
Q. Okay. And so you were only able to finger peck after this? That was one impairment or impediment to the job, correct?
A. Yes.
Q. And then you said something about the mouse. What is it about the mouse that is the problem?
A. Grabbing it.
Q. All right. So you tried that two to three months after the incident, correct?
A. (Indicates affirmatively.)
Q. What is it exactly -- which hand are you complaining about, by the way?
A. My right hand.
Q. Right hand. And what is it about the right hand that impedes your ability to type with it?
A. It doesn't work right. It hurts.

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Q. And you're saying it doesn't work right and it hurts. Is that the same problem that affects your ability to use a mouse?
A. Yes.
Q. Is your left hand problematic in any way?
A. It is, yes.
Q. What is wrong with your left hand?
A. They call it tennis elbow or something.
Q. Okay. What have you been told this tennis elbow is?
A. He said it's something about a tear in the muscle or ligament or something.
Q. And which part of your arm?
A. Elbow.
Q. And are you connecting that to the events of June 28, 2011?
A. They said that it is the natural -- what is the word he used -- the doctor used? He said it's perfectly natural that because of having to use my left arm for everything, that it's overused.
Q. When did you begin having problems with your left arm?
A. About two months ago. It got real acute about two months ago. I was having little issues

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building up to it, but then it got real acute.
Q. When you say "acute," it became real problematic?
A. Strong, yes.
Q. What kind of symptoms did you get with the left hand two months ago? What flared up exactly?
A. That side of my elbow (indicating), the outside (indicating).
Q. Just for the record, you held your left arm across your body and pointed to the outside part of your elbow?
A. Yes.
Q. Is that a fair description?
A. Yes.
Q. And was it painful?
A. Yes.
Q. Do you still have the range of motion? It's just painful?
A. It's the range of motion that hurts when you extend it out or pull it all the way in like you're going to eat.
Q. So it's painful as you're going through range of motion?
A. The center range is fine. It's the extensor all the way out and all the way in.

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Q. When you try to extend your arm straight out, it hurts?
A. Yes.
Q. And when you try and pull it in as far as it will go, it hurts?
A. Yes. In between it's pretty good.
Q. You have seen some doctors concerning your left elbow?
A. Yes.
Q. Who have you seen on the left elbow?
A. Dr. Sagerman.
Q. Where is Dr. Sagerman located?
A. He has two offices; one in Vernon Hills and the other in -- it's down near Northwest Community. I don't know the name of the town.
Q. What is Dr. Sagerman's first name?
A. Scott.
Q. And have you seen anybody else for the left elbow tennis elbow problem you have just explained to us?
A. No.
Q. What kind of treatment have you had on the left elbow?
A. I just started physical therapy.

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Q. All right. You have seen a doctor concerning the left elbow then. Have you ever heard the doctor use the word extension?
A. He uses words I don't understand all the time.
Q. Flexion? Have you ever heard the word flexion?
A. He may have.
Q. But that doesn't register for you, though, what those mean?
A. No. I showed him where it was. He knew right away. He just -- that's . . .
Q. So far you have talked about --
A. (Interrupting) He ran a couple of tests. He said, "This is what you have."
MS. FREEMAN: Wait for the question.
Q. You talked about you extending your arm and pulling it back toward you. That hurts at the extreme ends, correct?
A. Yes.
Q. What about turning the wrist palm up and palm down? Does that hurt in the elbow area?
A. In the extended, yes.
Q. And which position makes the elbow hurt? Is it palm up or palm down or both?
A. Palm down, fingers up.

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Q. Have you heard the phrase supination, pronation?
A. Those words I don't know.
Q. Okay. So other than with your arm straight out at full extension and palm down, that is when you describe it hurts, correct?
A. Fingers up (indicating).
Q. So you have to -- you're closing your hand?
A. Fingers up (indicating).
Q. So the wrist is pointed up as well?
A. Yes.
Q. All right. So you have got your arm out at full extension and your wrist tilted with your fingers reaching upward?
A. That hurts.
Q. That hurts?
A. Yes.
Q. And can you think of any other part of the range of motion of the elbow or I guess in combination with the hand that causes pain?
A. There are so many things that happen that I do that sets it off. Just from putting on your jacket to all sorts of -- I mean, grab a coffee cup and bend the wrist the wrong way when you turn it. I can't explain.

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Q. Okay. What are you wearing on your left wrist today?
A. They gave me a splint to wear.
Q. And is it something that it's hard plastic where you can't move your wrist, or is it a band of some sort?
A. It's got a metal plate in here. I think it's metal -- metal, plastic.
Q. The metal or plastic plate goes from the palm to the wrist?
A. Yes. It holds the wrist up at an angle.
Q. Does it prevent you from putting your wrist down?
A. Down or up.
Q. Or up. Has anybody talked to you about carpal tunnel syndrome?
A. They said that it's -- that this is like that. The tendons are torn or something. I don't know.
Q. Okay. And how soon after June 28, 2011 was it before you started noticing symptoms with your left arm? Because this is the first notice -- I haven't seen it in any of the records I have received.
A. It started bothering me this past fall, and I didn't really -- I didn't even think about it

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until -- I mean, it bothered me, but I said something to Dr. Sagerman two visits ago and/or -- sorry -- yes, I think it was two visits ago, and he ran me through range of motion tests and did some stuff, and he said this is perfectly natural. It can be treated. This is what, you know, it is.
Q. When you say last fall, we're talking about the fall of 2012?
A. Yes.
Q. Other than the physical therapy, have you had any injections in the elbow?
A. No.
Q. On the right arm you went and had an EMG study where they check the nerves that go through your arm?
A. Yes, they did some tests.
Q. Did they do the EMG test on the left arm as well?
A. No.
Q. What test do you recall them doing on the left arm other than just taking it through range of motion and touching it and doing things of that nature?
A. That was it. It's new, so we're going to hope

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physical therapy does it, you know.
Q. And so based upon what he saw, this Dr. Sagerman then, so far he's put you on physical therapy?
A. Yes.
Q. Are you on any medications for the left elbow --
A. (Interrupting) No.
MS. FREEMAN: Paul, I just want to remind you to wait until he gets his question out, okay, and then just listen to the question. Okay?
Q. So that is where we're at now with respect to the left elbow? It's been diagnosed as tennis elbow, as far as you recall, and is being treated with physical therapy?
A. Yes.
Q. And has the doctor given you a prognosis in terms of when that may go away, if at all?
A. He said it takes time.
Q. That is all you can tell me right now is it takes time?
A. I think he is hoping to see the -- I can't say what he's hoping to see. I don't know.
Q. Okay. I want to go back to the attempts two to three months after the event when you tried to do

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some graphics design work. The left elbow wasn't a problem at that time --
A. (Interrupting) No.
Q. -- correct? So it was the right arm that would have been a problem?
A. Yes.
Q. And what was it about the right arm that you were unable to do the graphics design work?
A. What was it?
Q. Yes.
A. I think it was the fact that a chain saw went through the muscle group.
Q. Well, I'm not trying to be a smart aleck. I'm asking symptomwise what was it about your right arm that prevented you from doing graphics design work two to three months after the event?
A. It hurt.
Q. What part of your arm hurt, starting with your fingertip up to your shoulder?
A. These two fingers (indicating) through to the elbow.
Q. All right. For the record, you have pointed to -- we call it the pinky finger?
A. Yes.

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Q. And then what some people may refer to as a ring finger?
A. Yes.
Q. And the middle finger, index or the pointer, and the thumb were not painful?
A. The thumb hurts when I pull it in.
Q. Is this how it was back two to three months after the event? That is the period we're talking about now.
A. It was on fire back then.
Q. The pinky, the ring finger and the thumb?
A. Yes.
Q. Painful and on fire?
A. Yes.
Q. All right. Now, you also said that the pain went up your arm to your elbow?
A. Yes.
Q. And which part of your arm? Like the underside? The top? Which part?
A. Next to the bone on this side (indicating).
Q. Okay. So no question it was painful in those fingers, the two fingers you described, and the thumb, and also running down the forearm -- the underside of the forearm to the elbow?

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A. Yes.
Q. That was painful, correct?
A. Yes.
Q. And you say it was on fire. Is that the way you described the pain, or was there some other symptom?
A. It was a burning sensation. Along with tingles, along with cold.
Q. So cold bothered it?
A. Cold bothers it immensely.
Q. You had tingles and a burning sensation?
A. Yes.
Q. Anything else you can think of in the fingers you have talked about and the forearm?
A. The forearm I have -- it's not the same thing. It is not the same -- I don't know. The muscles hurt when I try to type or try to grab things.
Q. Okay. So with respect to the typing then, moving the fingers and thumb, did that enhance or increase the burning, tingling and pain?
A. Yes.
Q. In the fingers and thumb and the arm? Or just all those areas?
A. It was from here to here (indicating).

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Q. And then you say when you grab things, too?
A. Yes.
Q. You grab and try to pick things up?
A. Yes.
Q. That would also exacerbate these complaints you talked about; the burning, tingling and --
A. (Interrupting) Yes.
Q. Other activities -- any activity involving grabbing or using the fingers would create problems then?
A. Yes. I don't even know where to begin on that list.
Q. All right. And certainly using the keyboard or grabbing the mouse, those are two activities that you described are part and parcel of the graphics design work?
A. Yes.
Q. And those two activities would create, if I'm understanding your testimony, the pain?
A. Yes.
Q. What about if your right arm was just resting and your hand was resting? Was it painful at rest?
A. Yes.
Q. Was it tingling at rest?

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A. **Yes.**
Q. Was it burning at rest?
A. **At times.**
Q. All right. So that was two to three months after the event, correct, when you tried the graphics design work?
A. **Yes.**
Q. Yes?
A. **Yes.**
Q. Have you tried it again since then?
A. **I have a computer at home and once in a while I sit down and try to do some stuff. I can't get in more than ten minutes.**
Q. Okay. So if I'm hearing your testimony then, since this happened you have not been able to utilize your right arm and hand for computer work for more than ten minutes?
A. **Correct.**
Q. You have not been able to -- after ten minutes you're no longer able to bear the symptoms then that arise?
A. **It starts ramping up, and I have to quit.**
Q. Have you applied for disability?
A. **Yes.**

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Q. Did you get it?
A. **I am in the application process.**
Q. When did you first apply?
A. **I think it was January of last year, so about a year ago.**
Q. Where does the process stand? Did you apply and get rejected, or are you appealing?
A. **The first thing I was told, they rejected the first, and now I'm in -- they call it an appeal process I think.**
Q. What was the nature of the rejection, if you recall?
A. **They recognize that I was severely impaired but not disabled. That's what the letter said.**
Q. Okay. All right. Since then, June 28 of 2011, you have not -- I know there was a job that you referenced in your Interrogatory answers that you had applied for and received an offer of employment?
A. **I was working for Mike -- you're referring to Mike Thomas?**
Q. No. AMS Screw or something?
A. **I was due to start AMS Screw prior to the incident. I was due to start it the week after**

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the incident.
Q. What were you going to do there, as you recall?
A. **I was going to do material handling part-time.**
Q. What does material handling mean to you?
A. **Moving material.**
Q. What kind of material?
A. **Steel.**
Q. Were you going to use -- were you going to use your hands to lift it or operate a forklift? What?
A. **Well, from what I understood, the job was you take -- they make screws, so you take these little things of screws, you put them into bigger buckets. You take the bigger buckets, put it on a rack, and then roll the rack down to where they wash them or something.**
Q. You understood it then that the machine was going to be pouring all the screws into a bucket, the screws that are being made?
A. **It dumps them into this -- they showed it to me. It dumps it into a stringer thing.**
Q. So they were going to -- you were going to be at a machine that was dumping screws into a small holding device of some sort, and you were going

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to put that into a larger bin?
A. **Yes.**
Q. Which was on some kind of a movable cart?
A. **Then from there you had to put it on the movable cart.**
Q. So you were going to -- the screws were going to pour into some smaller container, you were going to pick that up, dump it into a larger one, fill that up and then put that onto a cart?
A. **Yes.**
Q. What was going to be the weight of those?
A. **I was told approximately 70 pounds.**
Q. 70 pounds for the bigger one that you would be moving to the cart?
A. **Yes.**
Q. What leads you to believe you actually had a position other than applying for it?
A. **They told me to start that following Monday.**
Q. Was this all oral?
A. **No -- well, yes. They already had me on the books. I had done work for them in the past.**
Q. When did you do that?
A. **The year earlier.**
Q. So that was something in addition to the 1099

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work you were doing?
A. That -- yes, yes.
Q. All right.
A. I forgot all about that.
Q. Tell me --
A. (Interrupting) Yes.
Q. -- when did you start doing this work, the material handling work for AMS Screw?
A. 2009 or 2010, somewhere in there. I'm not sure exactly when.
Q. Was it just a part-time deal?
A. It was. I was hoping it would lead to something more stable, yes.
Q. Was it on a temp basis directly through AMS Screw or through an agency of some sort?
A. It was directly through them.
Q. And how would you know when to come in and when not to come in when you were doing the temp work?
A. The supervisor would call me and say, "We have a spot for you. You want to come in?"
Q. And it was just -- those were temporary stints?
A. They were. And he was working with me to try to make it full-time, so I was doing all of these part-time hoping to get the full-time.

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Q. And the work you were doing, the part-time work while you were waiting for hopefully full-time work, was it the same job you were telling us about a minute ago?
A. Yes.
Q. The one where you'd take the screws, pour them into the bigger container and move them onto a cart?
A. Yes.
Q. And then you were going to start you say the following Monday after this happened?
A. I believe it was the following -- it was the following week. It was -- it was right before the Fourth, so I don't remember. I would have to look at a calendar.
Q. So relatively soon after this happened it was your expectation you were going to begin employment with AMS?
A. Yes.
Q. Was it going to be more than just one of these part-time stints that you were talking about?
A. It was scheduled to be either a week or two weeks. I don't remember. And Joe, the guy who runs it, said he is going to try to get me in

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there by fall full-time. But whether that ever flew or not, I -- it never happened.
Q. Okay. Prior to this happening you would get calls from your supervisor saying "Look, we have some part-time work for you"?
A. Well, what would happen -- I can kind of explain this. What would happen is I would call Joe. He's the guy that runs it.
Q. What is Joe's last name?
A. Groves.
Q. Groves?
A. Groves, G-r-o-v-e-s. And I would say, "I have a couple of weeks open. Do you have anything?"
Q. Okay.
A. And then he would keep that in mind and then get back to me when he did.
Q. So Joe Groves knew that you were available? If circumstances on his end warranted it, he would just call you?
A. I wasn't available all the time.
Q. Right. He would call you. If you were available, you would go in?
A. Yes.
Q. And that happened how often prior to June 28 of

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2011?
A. I think twice. I don't remember exactly. I think twice.
Q. Okay. And then the situation, whether it was going to be the next day or within a week after this occurrence, you were planning to go participate in one of these temporary stints after this event, correct?
A. Yes.
Q. Do you believe that the stint that was planned after the event was any more or was different in any way than the prior stints?
A. No.
Q. If you understand the question.
A. No.
Q. It was the same?
A. Yes.
Q. It was your hope that the more you did these temporary stints, the more likely you would have a chance to get full-time employment?
A. Yes.
Q. Would you agree that as of June 28, 2011, though, you had not had a promise of full-time employment?

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A. **I had no promise of full-time employment.**
Q. Have you tried to go back at any time since June 28 of 2011 to I guess fill one of these temporary stints that you have done in the past?
A. **No. They called.**
Q. When you say "they," Joe called?
A. **Yes.**
Q. So Joe Groves called when in relation to June 28, 2011?
A. **A few months after.**
Q. And what happened on that event where he called to see if you were interested?
A. **Yes.**
Q. What happened?
A. **He knew what had happened. He said, "Do you think you can do it?" And I said, "I don't think so."**
Q. Is that the only time there was an exchange over possibly taking another temporary stint?
A. **He actually came out to my home. He knewwhere I lived, and he came out to my home, and he knew right away I couldn't do what they were asking to be done.**
Q. So you have tried going back to the graphics

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design work?
A. **Yes.**
Q. And that's too painful to do because of the keyboard entry and the mouse function?
A. **Yes.**
Q. And then you kind of self -- you made a decision on your own, given your situation, it was unlikely that you could do the work for AMS Group; is that right?
A. **Oh, I knew I couldn't do it.**
Q. Right. You decided that?
A. **I don't think I decided it. I think my body decided it.**
Q. Okay. So your body was telling you that you couldn't do that job?
A. **I couldn't pick up those buckets, no.**
Q. Other than those two potential avenues of employment or income, have you undertaken any other effort to find a job?
A. **Yes. I went on several different interviews.**
Q. For what kind of jobs?
A. **Graphic design.**
Q. I thought you said you can't do that.
A. **When you got bills, you try.**

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Q. Okay. So you went for some interviews for a couple of graphics design positions?
A. **Yes.**
Q. To do similar things to what you were doing before?
A. **Yes.**
Q. And did you get either one of those jobs?
A. **No.**
Q. Why is it, if you know?
A. **I'm not sure.**
Q. Did they have you sit down at a computer terminal and try and generate any work?
A. **Yes.**
Q. And were you able to do it?
A. **They saw the shaking of the hands and whatnot. Basically said "We can't use you."**
Q. Where were these two companies that you sat for and attempted to do graphics design or at least illustrate your abilities?
A. **One of them was on the northwest side of the city. I only went in there once.**
Q. The name of it?
A. **I'm trying to remember. I can go back through my e-mails and find the name where they contacted me**

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through. I don't know it offhand. They were kind -- they told me that they found somebody more compatible.
Q. So there was one company, and you said it was on the northwest side of the city, meaning Chicago?
A. **It's the suburbs.**
Q. Okay. Northwest suburbs. And you would try, if we asked your attorney, to locate the name of that company?
A. **I can try if I still have the contact.**
Q. And you said there was a second one as well. Where was that?
A. **I'm pulling a blank.**
Q. There was one, but you're drawing a blank on it?
A. **Yes.**
Q. Is it possible that your computer database at home would have some information that might refresh your memory?
A. **It may. I haven't used that computer in so long anymore, I don't even know if it will boot up. But, yes, it may.**
Q. And at least one of these companies you went to you had to sit down and illustrate your graphic design abilities?

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A. **Yes.**
Q. Did you have to do that at both or just the one, if you recall?
A. **Just one.**
Q. All right. For the graphics design positions, you have at least tried to get two others since then, right?
A. **Yes.**
Q. Were you going to be doing 1099 work for them or actually be employed by those two companies?
A. **I was trying to be employed.**
Q. And then besides these two attempts at graphics design positions, any other attempts of employment since June 28, 2011?
A. **No.**
Q. Do you remember signing Interrogatory answers saying that you would be making a claim for lost earnings?
A. **I don't know what you mean by Interrogatory answer.**
Q. There is some written questions that we sent to your attorney to have you answer. And I don't want to get into what you and either your attorney here or Mr. Mast may have talked

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about --
A. **(Interrupting) I remember he asked me some stuff.**
Q. Take a look at the last page -- nope, not the last page. It will be the fourth from the back. Is that your signature?
A. **Yes.**
Q. I should say for the record I tendered to you Exhibit No. 1. That is your signature on the fourth-to-the-last page?
A. **Yes.**
Q. Question No. 6 asked about whether you would be claiming any lost income as a result of the injuries, including wages and salaries, and then there is this listing of AMS Screw Products. Do you see that?
A. **Yes.**
Q. And Joe Groves, that's the guy you mentioned that would call you from time to time?
A. **Yes.**
Q. Is that the hourly rate you would get for your temporary work?
A. **Yes.**
Q. And then when we talk about being hired but not able to pursue employment due to the accident,

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you were unable to do that temporary stint that you had lined up?
A. **Right.**
Q. How many days or weeks was that planned for when you were working?
A. **I don't remember, but it was one or two. I know that.**
Q. One or two days or weeks?
A. **Weeks.**
Q. All right. So if it was a 40-hour week, it would be 40 times the $10 hourly rate?
A. **Yes.**
Q. And if it was the two weeks, it would be that 80 hours at ten bucks an hour?
A. **Yes.**
Q. Past that have you made any other calculations on your end I guess pursuant to what you believe you have lost in the form of income?
A. **The biggest loss I suffered was not being able to renew with Juskie later on.**
Q. Renew in what sense -- so, first of all, with respect to AMR, other than that one to two-week stint, from your vantage point are you claiming that you have lost more income that you could

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have received through AMS Screw?
A. **With Juskie Printing the contract that he had was up in May prior to this incident. That is why I was looking for other work to fill, pending Juskie getting a new contract with his customer, okay, which would have extended my work there as well.**
Q. Okay. So your hope at the time this happened was not to go full-time with AMS Screw? You were hoping that Juskie renewed their contract so you could continue 1099 work?
A. **I was hoping to get work anywhere I could get it.**
Q. Well, I know that turned out to be the case; but heading into this event on June 28, 2011, was it your hope that you would be able to do the 1099 work for Juskie or leave that --
A. **(Interrupting) It was my hope I could do both.**
Q. All right. So your hope was to continue to do 1099 work for Juskie, and also as needed, fill in at AMR, potentially get a full-time job?
A. **AMS.**
Q. AMS. Let me start the question over then. So heading into this event that happened on June 28, 2011, were you not actively doing work for Juskie

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because their contract had ended?
A. Yes.
Q. And you were doing temporary work periodically for AMS?
A. Yes.
Q. And that was on an as-needed basis when Joe Groves called?
A. Yes.
Q. That was your hope moving forward, that there would be a new contract for Juskie and that you could do some 1099 work, correct?
A. Yes.
Q. And then also as-needed fill in at AMS?
A. Yes.
Q. And hopefully get a full-time job at AMS if that ever arose?
A. Yes.
Q. And when you were doing 1099 work for Juskie, what did that mean to you in terms of gross receipts?
A. I can tell you what I made that year from him in five months. You can do the math from there.
Q. Okay. Well, what did you make?
A. It was 18,000.

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Q. The first five months of 2011 you made 18,000 as a 1099 worker for them?
A. Yes.
Q. And you would have to take all of your expenses out of that?
A. Yes.
Q. And then at AMS do you have a recall what you may have made at AMS during that first --
A. (Interrupting) Not much more than that, the $10 an hour. They didn't pay.
Q. And there was two or three stints where you worked for them, as you recall?
A. Yes.
Q. And those might have been a week or two each?
A. Right.
Q. All right. And do you know, did Juskie get that contract?
A. Yes, he did.
Q. Who was your contact person at Juskie?
A. Mark.
Q. What is his last name?
A. I know his last name, and I'm drawing a blank. I know his last name well.
Q. Maybe it will come to you later. Tell me if it

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does. How did you learn that Juskie actually got the contract that may have been able to provide you with more 1099 work?
A. He told me.
Q. Mark did?
A. Yes.
Q. Did he call afterwards and say, "Hey, we're ready for you"?
A. Yes.
Q. And you had to tell him you couldn't do the work?
A. I couldn't do anything at that point.
Q. Is that when you tried -- you said two to three months afterwards you tried to do the work and you couldn't?
A. Mark called not long after the incident, within a month, and I couldn't do anything at that point. You didn't see me come out of my house.
Q. So he called within a month of this thing happening and you told him there is no way you can do it?
A. Yes.
Q. Did he ever revisit the possibility of doing work for Juskie with you?
A. I have known Mark for a lot of years. We talk on

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and off about various things.
Q. Does that mean he did or he did not? I don't know.
A. Yes. He's probed. He knows it's done.
Q. So periodically he will inquire about it, and each time you have told him no, I take it?
A. (Indicates affirmatively.)
Q. Is that a yes?
A. Yes.
Q. Juskie -- what is the full name of that company?
A. Juskie Printing, Inc.
Q. Where is it located?
A. The last, it was down on Chicago Avenue out near -- I used to take -- I know how to get there. I don't know the town it's in. I used to take 355 down, get off in --
Q. (Interrupting) Do you have a phone number for Juskie?
A. I have it at home.
Q. Okay. So other sources of income that you had before the incident besides Juskie that we have talked about and then AMS? Were there any others that stick out in your mind?
A. That was it.

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Q. And you have not had any income from either of those two sources --
A. (Interrupting) The only other place I was getting income prior to that was Intermatic when they needed work, and that was -- that was less than Juskie.
Q. Did you get any work from Intermatic in the five to six months in 2011 that preceded this event?
A. (Indicates negatively.)
Q. I take it then you haven't done any projections of lost income?
A. No.
Q. Have you ever been in the union?
A. No.
Q. Ever been in the military?
A. Yes.
Q. Which branch?
A. Army National Guard.
Q. Were you active service Army or just National Guard? I'm not diminishing it, but I'm trying to distinguish those two.
A. Two weeks out of the year you're active service. The rest of the time you're National Guard.
Q. Okay. And so what period of time were you Army

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National Guard?
A. Oh, from the time I was 18 or 19 until the time I was 22 or 23. Somewhere in there.
Q. Did I ask you -- have you ever been married?
A. Yes, I think so.
Q. Have you?
A. No.
Q. All right. I'm going be -- I'm going to shift over to the event that is the subject of the lawsuit. Where did this happen?
A. At Caroline McGuire and Bill McGuire's house.
Q. That is listed in the Complaint as 1016 West Elder?
A. That sounds like it.
Q. Did you know the McGuires prior to this happening?
A. Yes.
Q. How is it that you knew the McGuires?
A. Grew up in that neighborhood.
Q. There is another fellow that is named in the lawsuit, Dave Gagnon?
A. Yes.
Q. Is he connected to the McGuires, if you know?
A. Yes.

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Q. What is the connection?
A. He is Caroline's son.
Q. Are you and David grade school buddies? Middle school buddies?
A. High school.
Q. At Johnsburg?
A. Yes.
Q. Were you and he like close socially in high school?
A. More right after high school.
Q. How was it that the two of you became connected more so after high school? You knew who he was in high school, I take it?
A. I think we knew all the same people.
Q. So there was a common group of acquaintances through high school?
A. Yes.
Q. And then describe the relationship as it evolved. I mean, did you see each other socially? Recreationally? I mean how?
A. It was we would do dumb things together, you know. Socially, recreationally.
Q. You ever work together?
A. On the job?

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Q. Anywhere.
A. Like as employment, no.
Q. Okay. What kind of social or recreational activities would you participate in from time to time with him? Bowling leagues? Golf leagues?
A. Did a bowling league together. He was into restoring cars, and he did it in his mom's garage, and everybody kind of kicked in a hand to help him.
Q. Okay. Is he married, if you know?
A. He is.
Q. Did you go to their wedding?
A. Yes, I did.
Q. Do you know if he has any children?
A. No children -- oh, wait. He might have -- I don't know. That's . . .
Q. Did he have any back in June of 2011, if you know?
A. He may have. I'm not sure.
Q. I take it you're not like a godfather or anything to his child?
A. No.
Q. I mean, I can keep asking more and more questions that come into my mind about how you might have

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-- or what your relationship with Gagnon may have been before this. I was hoping to hear from you how you describe it.

A. Well, it was just friends hanging out after years of high school.

Q. How often would you see him then I guess on a monthly basis?

A. Recently or --

Q. (Interrupting) Before this happened.

A. How long before this happened?

Q. Let's go with the first two years immediately preceding this incident. How often would you see him?

A. Oh, not that often. Once or twice a year maybe.

Q. Okay. Was there a higher frequency immediately after high school?

A. Oh, yes.

Q. Apparently it waned over time?

A. Yes.

Q. So in the two years or so before this happened, June 28, 2011, you would only see him once or twice a year?

A. Maybe three or four. A few times a year. I mean, I'm not sure of the exact number.

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Q. Okay. And this is an estimate, correct?

A. Yes.

Q. And would this just be in passing, or was it set plans to see him?

A. For -- well, for some reason or another he would want to see Mike, who was living with me, or another friend of ours, and he would say, "I'm going over here. I'll meet you there," you know, and we would run into each other, you know.

Q. So it would be the contact you had with him then in recent years prior to the event was more just happenstance, overlapping of friends and acquaintances?

A. Yeah. Well, if he needed help or I needed help, you know, I think that that was a given.

Q. Okay. I asked you if you ever worked together. You guys never worked for a company or an employer where you were both on payroll there together, correct?

A. Correct.

Q. Now, obviously there is this incident on June 28 of 2011 where you were with him, correct?

A. I was on the property, yes.

Q. And then you mentioned that you guys would help each other from time to time as needed?

A. Yes.

Q. Okay. What kind of stuff do you recall over the years helping David with or him helping you with?

A. I remember pulling his car out of the ditch when it snowed and he called me. I remember approximately ten years earlier him helping me fix my roof after a storm. Earlier than that I helped him numerous amounts of time with sanding body parts to a car when we were in our 20s.

Q. Okay. What about -- obviously we're going to need to talk about chain saw usage prior to June 28, 2011. Had you ever been anywhere with David Gagnon where a chain saw was involved?

A. Yes.

Q. Okay. Where was that?

A. It was on Carol's property.

Q. All right. Anywhere else besides Caroline McGuire's property?

A. I'm not sure. I don't think so.

Q. Put Mr. Gagnon aside. Have you ever used a chain saw --

A. (Interrupting) Yes.

Q. -- personally?

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A. Yes.

Q. Prior to this day, June 28, 2011?

A. Yes.

Q. How many times do you think you might have been on Caroline McGuire's property prior to June 28, 2011 where you were engaged in any activity involving a chain saw?

A. I vividly remember once.

Q. One other time?

A. Yes.

Q. And how and when in relation to June 28 of 2011 was that?

A. A few weeks prior.

Q. Okay. And other than that one that you actually recall and then June 28, 2011, that is the extent as you sit here today you can recall?

A. Yes.

Q. Did you ever work with a chain saw in combination with David Gagnon on any other person's property?

A. Not that I remember.

Q. Before June 28 of 2011 did you personally have an appreciation for any risks that might be presented by a chain saw?

A. Say that again.

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Q. Sure. I want to know if you had -- heading into June 28 of 2011 if you had any understanding as to any hazards that might be associated with chain saw use.
A. Yes. It's dangerous.
Q. What is dangerous? What was dangerous about it from your vantage point?
A. A chain saw is dangerous, period.
Q. Okay. I mean, if it's just sitting there not running, is it dangerous?
A. I'm not sure what you mean.
Q. Okay. You mentioned that you had used chain saws before?
A. Yes.
Q. And you have used them without David Gagnon being present?
A. Yes.
Q. Can you give me any estimate as to how many times you might have used a chain saw prior to June 28, 2011?
A. Myself?
Q. Yes.
A. Hundreds. Maybe not hundreds, but enough where I can't count.

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Q. All right. And during those periods where you were using a chain saw, you formed the view that chain saws can be dangerous?
A. Very.
Q. And what type of dangers did the chain saw present from your experience using it?
A. It cuts through things very rapidly.
Q. So the operator could be cut?
A. Yes.
Q. And you knew that before June 28 of 2011, correct?
A. Yes.
Q. Did you ever use a chain saw in tandem with anybody else helping you prior to June 28, 2011?
A. Yes.
Q. This fellow that lives with you and your mom, what is his name again?
A. Mike.
Q. Mike. What is his last name?
A. McArtor.
Q. Did Mr. McArtor ever assist you while using a chain saw?
A. Yes.
Q. I mean, is that multiple times in the past you

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and Mr. McArtor may have been involved in projects where a chain saw was used?
A. Yes.
Q. And in those situations would you be the operator, or would you be the helper?
A. I would be the helper.
Q. Did you ever have a situation where he was helping you and you were operating a chain saw then?
A. Where Mike McArtor was helping me and I was operating it?
Q. Yes. Correct.
A. Yes.
Q. Are you able to count how many times that occurred?
A. I'm not sure, but it's more than a few.
Q. On those few -- well, were there other people from time to time that helped you as well while you were using a chain saw?
A. Yes.
Q. And on those occasions where it was somebody else or maybe it was Mr. McArtor, did you form any opinions about the potential hazards or risks to the people that were helping you that a chain saw

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might present?
A. Yes.
Q. What kinds of risks are those to the other people?
A. Keep them as far away from it as possible.
Q. And the risk to the helper is also --
A. (Interrupting) If they are too close, yes.
Q. -- being cut --
A. (Interrupting) Yes.
Q. And at any point in your lifetime prior to June 28 of 2011 had you ever been trained by somebody who was a skilled chain saw operator?
A. No.
Q. Had you ever had a job where your primary purpose was to use a chain saw?
A. No.
Q. All your experience with a chain saw, would you agree, would be just personal use and experience?
A. Just backyard trimming down limbs.
Q. Kind of on-the-job training?
A. Just my house.
Q. Do you recall ever sitting down any time prior to June 28, 2011 on those occasions where you were using a chain saw and reading an operator's

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manual?
A. Oh, yes.
Q. You have read an operator's manual for a chain saw?
A. When I was younger, yes.
Q. We're going back to like immediately after high school?
A. We're going back to eighth grade.
Q. Eighth grade?
A. Yes.
Q. So this was going back when you first started using a chain saw?
A. Yes.
Q. When you first started using a chain saw, did you take it upon yourself to read the manual and begin using, or did some adult help you with that process?
A. Somebody helped me.
Q. Who was it? Your dad?
A. Yes.
Q. Is he still alive?
A. No.
Q. And I know this is going back a ways. What do you recall your father telling you about chain

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saw operation when he first taught you how to do it?
A. Same thing he told me about all power tools.
Q. What was that?
A. Handle them with extreme care.
Q. So you should handle any power tool with extreme care?
A. Yes.
Q. Do you recall any specific instructions or admonitions about chain saw usage?
A. He taught me the maintenance. He taught me how to use it, how to -- what side of the blade to cut with, things like that, yes.
Q. So he demonstrated it for you?
A. Yes.
Q. Besides the risks, are you -- strike that question. Are you aware of any other known risks associated with a chain saw other than cutting from the chain?
A. No.
Q. And I'm not -- I'm not even saying there are any. I'm just asking you what other risks that you're aware of that might be associated with a chain saw other than the actual blade injuries to a

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user or helper.
A. Heat.
Q. Heat?
A. Yes.
Q. Anything else you can think of?
A. Fragments. The wood chips, you know.
Q. The saw dust and debris that might fly off --
A. (Interrupting) Yes.
Q. -- during cutting?
A. Yes.
Q. Okay. Anything else that brings to mind?
A. I'm trying to think back of -- way back when he taught me that.
Q. If something comes up, let me know. Have you heard the phrase of binding or blade bind?
A. I know what binding is, yes.
Q. What does it mean to you?
A. It means the blade bound. It froze up. It may have overheated, you know. Lack of lubrication, something along those lines. There are many things that could happen.
Q. Blade binding to you then is something where the blade just stops, the motion of the blade stops?
A. No.

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Q. Okay. You said it has something to do with overheating or lack of lube?
A. Well, you can bind anything, any power tool, when you're cutting something either by bending it. I would guess I have -- I had a blade bind once on me.
Q. A chain saw blade?
A. Yes.
Q. And what happened?
A. It bent the bar that the chain rides on.
Q. Okay. All right. So I need to get a little more detail about what you understand binding or blade bind might be. It can happen, you said, if the blade overheats?
A. Yes.
Q. If I understand, the chain just goes around on that blade, correct?
A. Yes.
Q. There is a long metal blade that comes out from the power portion of the chain saw, right?
A. Correct.
Q. And there is a groove where the chain goes around in a circular fashion?
A. Yes.

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Q. And the motor propels that blade? That's a simple description of it, but that is how it works?
A. Yes.
Q. And when we talk about binding, are you talking about the blade getting bent?
A. That is the way that I have had it bind.
Q. So if the blade that has the groove that the chain operates on, if that bends, the chain wouldn't move?
A. Correct.
Q. Or if part of it needs to be lubed, to get a good free flow of that chain, the chain needs some lubricant as it glides around on that blade, correct?
A. Yes.
Q. And if there is no lubricant, that can affect the ability of the blade to -- I'm sorry -- the chain to spin on that blade?
A. Yes.
Q. And if there is inadequate lubricant, then the blade can actually heat up?
A. Yes.
Q. And at that point can the motion of the chain

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just stop because it's overheated?
A. Yes.
Q. Have you ever heard the phrase binding or blade bind used in connection with an actual cutting operation?
A. Yes.
Q. As the cut is occurring, the pressure of the log or tree that is being cut can pinch against that blade?
A. I can see that happening, yes.
Q. Are you aware of that? Is that a risk that you know of or knew of before June 28, 2011?
A. Yes.
Q. Have you ever heard of a kickback?
A. Yes.
Q. What is a kickback, as you understand it?
A. It's usually when something other than what you're intending to cut is in the way, and like you actually hit a second log, okay, and it will kick back because you're trying to cut through two different items. That's my understanding of it. I may not be technically right, but . . .
Q. Okay. Are you aware -- maybe you have never heard this -- there is a kickback zone associated

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with part of that blade?
A. Yes.
Q. And what is the kickback zone, as you understand it?
A. I don't know what technically it would be, but I wouldn't want to be in the way of it.
Q. All right. So you don't have a specific understanding heading into June 28 of 2011 what the kickback zone may be, correct?
A. No.
Q. But you were aware that there is such a thing as a kickback?
A. Have I heard of that? Yes.
Q. And have you ever seen that happen prior to June 28 of 2011?
A. I've felt it happen when I have operated a chain saw when I was younger.
Q. And have you ever seen it happen to somebody else?
A. No. I'm usually the one that operates. It's very rare that I'm standing assisting.
Q. The kickback, that is the situation, in layperson's terms, where the blade actually comes back toward the operator?

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A. (Indicates affirmatively.)
Q. Yes?
A. Yes.
Q. And you said you experienced that once?
A. Yes.
Q. Where the blade actually kicked back toward you? Or were you holding it such that it wouldn't?
A. In my case the blade kicked forward. It pulled the saw. It didn't kick back. I was kind of reversed.
Q. You have never experienced where it actually came back toward the user?
A. I have never had the type of debris around that would cause that, I don't think.
Q. Have you ever read any manuals or been taught as to ways to avoid kickback?
A. Remove all the debris surrounding the area.
Q. Okay.
A. I was warned what kickback was when I was first taught it. You don't want anything in the way other than what you're cutting. My understanding of kickback, the way that I was taught, it usually requires hitting a second object.
MS. FREEMAN: Wait for the question.

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Okay?
THE WITNESS: All right.
Q. In terms of how to hold the chain saw, as you recall, what was the training you received in how to hold the chain saw?
A. **Both hands.**
Q. Okay. Where would your dominant hand be?
A. **On the trigger.**
Q. And then you would use the right hand on the trigger?
A. **Yes.**
Q. Left hand on the bar that is on the top of the chain saw?
A. **Yes.**
Q. Have you ever personally experienced a situation where you were cutting a branch or a limb of some sort that had pressure on it that was bending it?
A. **Yes.**
Q. Yes?
A. **Yes.**
Q. And were you taught or did you learn any risks that might be associated with doing that activity, cutting a branch that had downward pressure on one end of it?

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A. **I was taught to attack the pressure from the other side so that you didn't get the bind in there.**
Q. And to avoid binding, if you cut right into the pressure area, the pressure zone, what could potentially happen that you're trying to avoid?
A. **The weight of the limb will pinch the chain and thus bending the bar.**
Q. And if the blade of the chain saw gets pinched, I guess it gets in combination, the chain is also likely to be pinched?
A. **Yes.**
Q. Now, we talked about your connection to Mr. Gagnon before the June 28, 2011 incident, seeing him a few times a year during that last two years leading up to it, correct?
A. **Yes.**
Q. What about since this happened? How often do you see him?
A. **Immediately after I saw him. He came over and wanted to see how I was doing. But since -- I want to say I don't know how long it's been now, but it's been at least six months, maybe a little longer that he hasn't talked to me at all.**

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Q. Okay. So you haven't talked to him at all for the last six months?
A. **No.**
Q. And that takes us into the middle of 2012. There is still like a whole year in there between the accident and when the communication stopped. What was the frequency of contact over that year before all the communication stopped?
A. **Right after the incident he was coming by every couple of weeks for about a month and a half, two months, three months maybe. And I even went up to his place once or twice.**
Q. What happened a year out that stopped all the communication, if you know?
A. **He got a letter from an attorney's office.**
Q. Did he call you to talk about that letter?
A. **Yes.**
Q. Okay. What do you recall the substance of the conversation -- strike that. That's a bad question. Do you recall the conversation you had with him once he got that letter?
A. **I recall, yes.**
Q. Tell me what you recall talking to him about. Who called who?

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A. **He wanted to know what it was.**
Q. He called you?
A. **Yes.**
Q. Tell me about the conversation, what he said and what you said.
A. **He said, "Why am I getting letters at my home when it happened at my mom's house?"**
Q. Did you share with him any thoughts on that?
A. **I said, "It's from my attorney."**
Q. Did you talk about the day of the event when he called you?
A. **Not so much. He was upset. And from what I gathered out of the whole thing, he may not have told his wife the entire truth about it, and she is the one who got the letter.**
Q. Okay.
A. **He was real upset.**
Q. What is it that you believe he didn't tell his wife?
A. **That there may be any aftermath.**
Q. Did he share something with you that caused you to believe that, or is that just your supposition?
A. **He kind of said -- well, he basically said, you**

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know, his wife didn't know, and he didn't appreciate the letters coming to his house. He wanted my attorney to stop sending them.

Q. Okay. Other than him calling to ask why the letters were coming and you telling him that it was your attorney sending it and whatever discussion occurred that caused you to believe his wife didn't know about it, any other discussion or any other subjects that you recall being discussed during that phone call?

A. Yes.

Q. What?

A. May I confer with her for a minute? Can we have a break?

Q. Was your attorney there for that telephone call?

A. No. But he was e-mailed right thereafter the same day.

MR. BARCH: Well, I don't want to deprive you of a chance to talk to your attorney. Go ahead.

(At this time a short recess was taken.)

CONTINUED EXAMINATION BY MR. BARCH:

Q. Mr. Dulberg, I was asking you about the phone conversation you had with Mr. Gagnon, the one

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that precipitated the break-off of communications. Okay? And we have talked about him calling wanting to know why he was getting letters, your view that maybe his wife was upset with him. And I'm paraphrasing, of course.

A. Uh-huh.

Q. And you also mentioned that you did not really talk about what happened on June 28, 2011. And then I asked the question I thought about -- I thought I asked whether or not there was anything else that you recall being discussed that day during that phone conversation. And then I thought that was the impetus to your request to meet with your counsel. Does that get us back to where we were?

A. Yes.

Q. Okay. And it may be difficult to talk about, you know, this breakdown in communication between you and Mr. Gagnon because you have known him for years, but it's important to me to know what you guys talked about. So to the extent it doesn't involve your attorney, I would like to know what you guys discussed.

MS. FREEMAN: No conversations between you

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and Hans or me. Your conversations with the defendant.

MR. BARCH: That's right.

A. Okay. He was just very upset that he was receiving all of this stuff at his house. Can you repeat where you were at?

Q. I'm just trying to figure out if there was anything else you and Mr. Gagnon discussed that last phone call you had together besides him being mad about getting letters, your belief his wife might not have known the whole story, and also him being upset about the whole thing.

A. Yes. He was very upset. I'm not going to tell you some of the profanity, but he was very upset.

Q. I take it then he was very upset that he was being sued?

A. He didn't understand why he was responsible at all if it happened on his mom's property. That was his big . . .

Q. Did you and he talk about the idea that he was running the chain saw?

A. I said, "Yeah, you are responsible," and I said, "It's time you have to tell people about this. You know, they are going to want to know." And

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he did not want to do -- he said he was tired of the whole thing. He had heard from his mom about it for months, and he did not want to hear it anymore, and he is sick of it, and he went on, and he was ranting.

Q. During this rant and your effort to explain to him why he was getting letters, did you and he ever discuss the subject of what happened?

A. I think we both know what happened.

Q. Did you actually discuss it that day during the call?

A. No. Not the details of what happened, no.

Q. No comments about "Well, you were running the saw," or "You were holding the limb"? Nothing along those lines? No details about what happened?

A. I said, "You're the one who was operating the chain saw. Of course the lawyers are going to want to talk to you. They are going to send you papers."

Q. And in response did he make any comments to you about your involvement that day?

A. He just went on about how he did not want to hear it.

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Q. Okay.
A. That was the gist of it.
Q. All right. So you have known David for a long time prior to this. And then Mr. and Mrs. McGuire, Caroline and Bill, they are married, of course?
A. Yes, I believe so.
Q. How often would you encounter the McGuires?
A. In recent years I would actually encounter the McGuires more than I would David.
Q. How is it you would have more contact with them than David?
A. Caroline worked with me at Intermatic for ten years. Not side by side, but she worked there.
Q. Is it Intermatic did you say?
A. Yes.
Q. Different jobs?
A. Yes.
Q. Just worked for the same employer?
A. Yes.
Q. Did you guys have lunches together or anything like that?
A. No.
Q. So other than seeing her in passing, did you even

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really talk to her?
A. If I had some downtime and she was working near me, I would go over and say, "Hey, how's it going?"
Q. Just general pleasantries?
A. Yes.
Q. You did not see Caroline and Bill on a social basis?
A. No.
Q. And outside of your contact with her at Intermatic over the ten years leading up to this event, how often would you see either her or Bill?
A. Outside of work, couple of times a year at the grocery store or something. I mean, just say hi. In fact, I just ran into Bill two weeks ago.
Q. So would it be fair to characterize your contact with the McGuires during the -- and putting your contact with Caroline at Intermatic aside, but outside of work, your contact with the McGuires would just be happenstance, bumping into them?
A. Yes.
Q. There was no reason for you to go over there and visit with them?

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A. No.
Q. They didn't have you over to parties or anything?
A. I should correct that. I did go over there a couple of times just to see Caroline right after Intermatic did their big layoff. That was more about work.
Q. When did the big layoff occur?
A. It went on for a couple of years. They've phased down. It was between 2007 or '8 and 2010. I think they are still laying off. They are probably going to go out of business.
Q. The visit or two that you had at her home during the layoff would have been sometime during this period you were talking about, 2008 to 2010?
A. Yes, somewhere in there. When I heard that she lost her job, that is when I stopped over.
Q. Just to basically express your sympathy or what have you, empathy?
A. (Indicates affirmatively.)
Q. All right. Prior to June 28 of 2011 had you ever been to the McGuires' house to perform any type of function around their house; repair, maintenance, handyman work, anything?
A. Prior to it?

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Q. Yes.
A. Mostly it was years earlier, and it was body restoration in her garage with her son David. I don't think I ever repaired anything around there in the house or anything. I may have helped shovel the driveway once as a kid.
Q. All right. So we have got the -- you have mentioned that early on right after high school you would help David with the restoration of old cars?
A. Yes.
Q. That was done in the garage at the McGuires'?
A. Yes.
Q. Putting that activity -- and that was years ago, correct?
A. Yes.
Q. But we're talking like more than five or ten?
A. Oh, yes.
Q. And then you mentioned that you might have helped David shovel when you were kids?
A. Yes.
Q. All right. But let's get into like the last five to ten years. Did you ever go over to the McGuires' house to perform any type of

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maintenance function at their home, any repair function at the home?
A. No.
Q. Or any kind of handyman work of any kind?
A. The closest thing to that I think was she needed to go to Menards to get some wood, and I had a truck and a trailer, and I took her over there, her and her son, and got the wood and drove her back home. And that was it. I didn't actually perform any function.
Q. And when was that in relation to 2011?
A. Wait. Wait. I stand corrected. The month or two prior to this incident I took down a shed. It wasn't just me. And we didn't take it down. They just unbolted it from the bottom, and we all just carried it out to the front of the yard and put it on my trailer. They needed as many hands as they could get, and I happened to be free.
Q. Okay. So a month or two before this event there was a shed that was removed from the property?
A. Yes. I don't even know if it was a month. Maybe four weeks.
Q. Sometime before?
A. Just right before, yes.

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Q. It still would have been 2011?
A. (Indicates affirmatively.)
Q. Yes?
A. Yes.
Q. This shed, you say it was just unbolted from its foundation?
A. Yes. It was one of those flimsy steel sheds.
Q. Steel deal?
A. Real light.
Q. How big was it?
A. It was a big one.
Q. You're talking 10 feet by 9? I mean, how big? Do you recall?
A. I would guess -- and I don't know. They know what size it was. It was a bigger one. Probably 10 by 12.
Q. That is an estimate, right?
A. Yes.
Q. And then did you say a group of people picked it up whole and put it onto a trailer?
A. Yes.
Q. Was it placed on like a flatbed trailer or something?
A. Yes.

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Q. What happened to -- it was your trailer?
A. Yes.
Q. Where did it go?
A. It went around the block to my house, and then I took it over to the scrap place.
Q. Did you use it for a period of time?
A. It sat there. I threw some hoses in there when I got more stuff to go to the scrap guy. Took it all over.
Q. When did you dispose of it?
A. This year. No. 2012.
Q. So you had it through the winter of 2011-2012?
A. Yes.
Q. So you used it about a year and then got rid of it?
A. Yes. It was just sitting there. I didn't want to use it. It wasn't --
Q. (Interrupting) When you were there -- when you were there to have this thing put onto your trailer, who else was there besides you?
A. David, Bill and Carol.
Q. So did all four of you then lift this thing up?
A. You need one on each corner.
Q. Okay. Besides helping them get the shed off the

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property, do you recall any other work that you may have done or assistance you may have offered around the property prior to June 28 of 2011?
A. Recently. That's about it.
Q. Did Mr. or Mrs. McGuire -- I'm going to use them in combination. If one or the other did something, tell me. But did either of the McGuires ever train you on how to use a chain saw?
A. No.
Q. Did either of the McGuires ever demonstrate how to use a chain saw for you?
A. No.
Q. Did you ever help Bill or Caroline cut trees down prior to June 28, 2011?
A. Once.
Q. And when was that?
A. Again, it was a few weeks prior. About the same time we took the shed.
Q. Okay. So there was another occasion where you were out there tending to trees?
A. No. Her son David called me and asked me if he could borrow my chain saw.
Q. Okay.

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A. **And I brought it over.**
Q. So David called you for a chain saw?
A. **Yes.**
Q. And other than bringing it over, did you help David at all?
A. **I picked up some sticks on the ground. He did all of the cutting except for I did cut one thing, and it was -- when it was all done and cleaned up, they had a stump, and I tried to make it as close to the ground as possible, and that was it. That's the only cutting I did.**
Q. When you say you picked up some branches --
A. **(Interrupting) Yes.**
Q. When you say picked up branches, what are you talking about? Bundles? A couple twigs?
A. **It was an apple tree. So they were small, and David cut it. He cut the whole tree down, and Bill and I were standing there talking, and we were taking them over to where they were -- their garden area.**
Q. So on this occasion David cut down the entire apple tree?
A. **Yes.**
Q. With the exception of that stump that you tidied

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up?
A. **Right. About four inches of stump sticking up, yes.**
Q. And the assistance that you gave, you helped get that stump to a more presentable condition closer to the ground?
A. **Yes, I did.**
Q. And then you helped Bill move some of the branches to a different area on the property?
A. **They were already cut up, so yes.**
Q. Were they tied in bundles, or did you --
A. **(Interrupting) They were just loose.**
Q. Loose. Did you just pick them up and carry them?
A. **Yes.**
Q. Did you get paid by the McGuires?
A. **No.**
Q. Do you know if David was paid by the McGuires to take down that tree?
A. **Which tree?**
Q. The apple tree.
A. **I don't know.**
Q. Did you get any kind of remuneration or consideration or gifts of any kind for helping that day with your chain saw?

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A. **I got pop.**
Q. Pop. Were you expecting money?
A. **No. I wasn't there to do any work.**
Q. And you don't have any insight as to the connection between David -- strike that. You don't have any insight as to the arrangement between the McGuires and Mr. Gagnon on that day when he was taking down the apple tree?
A. **No.**
Q. For all you know it could have been a favor for his parents?
A. **Yes.**
Q. Or perhaps he was paid? We don't know? You don't know?
A. **Right.**
Q. When you said that David was the one that took the tree down by himself that time, the apple tree --
A. **(Interrupting) Yes.**
Q. -- do you happen to know, prior to David setting out to do the tree, whether Mr. McGuire or Mrs. McGuire gave him any instruction on how to use a chain saw?
A. **Not to my knowledge.**

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Q. Do you know if they were even out in the property -- out in the yard when he was doing that work?
A. **Yes, they were.**
Q. They were there as he was cutting or afterward?
A. **Both.**
Q. You saw the McGuires present when David was using the chain saw?
A. **Yes.**
MS. FREEMAN: Counsel, are we talking about the apple tree?
MR. BARCH: Yes, the apple tree.
Q. And while you were there -- I guess you were present, I take it, then, when the McGuires were on the property and David was using the chain saw to cut the apple tree apart?
A. **Yes.**
Q. Do you recall over hearing or seeing Mr. McGuire or Mrs. McGuire instructing David on how to use that chain saw while you were there?
A. **Not how to use the chain saw. Just what they wanted gone.**
Q. So they were telling him which parts of the tree they wanted gone?
A. **They wanted the whole tree gone.**

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Q. So anything beyond that, saying take the whole thing down?
A. The two of them were bickering back and forth about all different things. They were talking about all different trees they wanted -- I didn't keep up with --
Q. (Interrupting) The two of them meaning Mr. and Mrs. McGuire?
A. Yes. And her son. I didn't get into any of that. That is whatever they wanted to do.
Q. So there is some banter, bickering, whatever you want to call it, over which trees needed to come down?
A. Right.
Q. Besides identifying the trees that they wanted either trimmed or removed, do you recall Mr. McGuire or Mrs. McGuire telling David how to go about taking down the tree with the chain saw?
A. I think Bill and Dave talked about that a little bit, how they were going to do it.
Q. Okay.
A. I didn't have anything to do with it.
Q. What did you overhear David saying to Bill or Bill saying to David with respect to the apple

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tree?
A. Well, the only thing that I did anything about, I remember Bill was complaining that it was sticking up out of the ground, and I was putting the chain saw away in the case so I could take it home, and I took it back out of the case and said, "I'll take the four inches off for you," because David was already gone or he was in the house doing something, and I just wanted to get it done and head out of there. I didn't want to wait for him, so I did that. But as far as them instructing each other, they were mostly talking amongst each other.
Q. What I'm driving at is you recall hearing them discuss/bicker over --
A. (Interrupting) I do remember. I do remember.
Q. Hold on. You do recall hearing them bicker or discuss which trees needed to come down totally or which ones needed to be trimmed? That is something you recall them bickering about, correct?
A. Yes.
Q. And you recall Mr. McGuire being dissatisfied with the way the stump looked after David left?

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A. Right.
Q. You don't recall Mr. McGuire telling David how to use the chain saw, though? That didn't happen in your presence?
A. No.
Q. Correct?
A. Correct.
Q. And you don't recall Mr. McGuire demonstrating the chain saw for Mr. Gagnon that day either, correct?
A. No -- yes, that's correct.
Q. David was just using the chain saw in his presence? Is that how you recalled it?
A. Yes.
Q. Now, you were going to say you do recall something else that happened as we were asking questions about it.
A. You were asking about instruction, and Caroline was worried because part of the tree was over the house, and she was telling him to take it -- they were talking about the way to take the tree down without any of it touching the house at all; and they worked it out and did it, you know.
Q. All right. So that is something that sticks out

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in your mind? There was a tree -- part of the tree is over the house, and there was a concern about damaging the house?
A. I remember that, yes.
Q. And there was a discussion as to how to get the tree removed without hurting the house?
A. Yes.
Q. Was it successful? Did they do it?
A. Yes.
Q. Did anybody get hurt, as far as you know, that day with the chain saw?
A. No.
Q. And you had no connection to any of the cutting that day, correct?
A. Other than picking up the sticks and cutting the stump, that was it.
Q. That's right. I take it back. You did cut the stump closer to the ground?
A. Yes.
Q. But in terms of the work, David did the actual severing of the branches and cutting the limbs and things? You were not helping him do that?
A. I was just taking the cut branches over to the pile where they were going to burn it or whatever

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they wanted to do with it.
Q. Let's go to June 28, 2011 then. Did Mr. or Mrs. McGuire ask you to come over?
A. David did.
Q. So Mr. and Mrs. McGuire did not call you up and ask you to come over?
A. No.
Q. So your involvement started with a call from David?
A. Yes.
Q. What do you recall him saying when he called you?
A. He said he was taking down another tree for his mom. And I said, "Do you need the chain saw?" And he said, "No." And I was like "Oh." He said, "Do you want the wood?" "Well, I'll come over and see what you got." Because he was trying to explain to me which tree it was, but I wasn't sure. So I said, you know, "I can come over and take a look in the morning."
Q. I forgot to ask you. Did you take any of the wood that was cut down of the apple tree wood?
A. No.
Q. Okay. So you agreed to come over and take a look at the wood that was being -- I guess the tree

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wood that was -- strike that -- the remains of the tree that was being taken down on June 28?
A. Right.
Q. And heading over there was it your plan or did you anticipate helping him?
A. Not with -- he said he had a chain saw, and he does it all himself. So I anticipated just getting the wood, you know, if I wanted it.
Q. Okay. And prior to arriving at the property did you call the McGuires?
A. I don't think so, no -- you know what, I -- strike that. I don't remember if I called to make sure he was there before I left in the morning or not. I don't remember. I may have.
Q. So he called you not on the day of, but some other point to alert you he would be there on that day?
A. Yes.
Q. So you may have checked just to see if he was there?
A. Yes.
Q. Do you recall that being the case, or it's just a possibility?
A. It's a possibility.

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Q. And so when you went to the McGuires' that day, I take it you didn't bring anything with you?
A. Just my truck.
Q. Just your truck?
A. Yes. And my dog.
Q. Your dog did you say?
A. Yes.
Q. Did you have a pickup truck?
A. Tahoe.
Q. What were you going to do -- where were you going to put the wood if you did take some?
A. I was going to go back home and get a trailer.
Q. You weren't even sure you were taking wood at that point?
A. Yes, exactly.
Q. You went out there in your personal vehicle with your dog?
A. Yes.
Q. At that point you were not planning to assist him; just to check the wood to see if you wanted it?
A. Correct.
Q. On arrival who was there?
A. David, his mom Caroline, Bill. And at some point

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in there his sister showed up.
Q. Bill's sister?
A. No, David's sister Diane. She was there. I don't remember when she came and went. She was there.
Q. And on arrival are they all in the house, or is the cutting ongoing and they are all outside? What do you recall?
A. David was -- he came walking around the side of the house as I pulled up -- they must have seen me -- and said, "Hey, how's it going," you know, and I said, "Morning." He wanted to show me what he had.
Q. So you went around back and looked?
A. Yes.
Q. How much of the tree was down at this point?
A. None.
Q. What kind of tree was it?
A. Pine.
Q. We're talking like a Christmas tree type, or the big one with all the ugly branches?
A. They all have big ugly branches. It was the Christmas tree type.
Q. How tall was this thing?

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A. We all guessed at that. I think around 60 feet.
Q. And that's an estimate, correct?
A. Yes.
Q. None of it had been trimmed up at that point?
A. Correct.
Q. All right. And now you and David are back there looking at it, correct?
A. Bill came out. Carol came out. They were all out there.
Q. That is what I was going to ask next. Who else was back there with you when you were looking at it before the work started?
A. Everybody.
Q. Okay. And at some point the cutting began?
A. Yes.
Q. All right. Between the time you arrived and you went back with David to look at the tree -- and I think you said Bill and Carol were there, too?
A. Uh-huh.
Q. Yes?
A. Yes.
Q. Between that point in time and the time the tree cutting actually started what discussions do you recall about this project?

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A. They showed me the new chain saw they bought
Q. Okay.
A. After that I was joking around with Bill a little bit. He was telling me about his vacation. Did a lot of talking about his vacation. We talked about that all day.
Q. Okay.
A. I was playing with the dog. Carol loves my dog. Just simple pleasantries. Nothing -- it wasn't really about the work.
Q. Do you recall any discussion about the work between the time you went behind the house to look at the tree and the time David started work on the tree?
A. David was talking about the work that he was going to do, where he was going to drop it, how he was going to take it down. He was telling Bill and Carol how he was going to do this.
Q. Do you recall during that process Caroline McGuire trying to override any decision that David had?
A. Yes. But not about that tree. About other trees.
Q. Okay. Well, what do you recall Caroline's --

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A. (Interrupting) They bicker like cats and dogs.
Q. You have used that phrase "bicker." When you say bicker --
A. (Interrupting) Discuss.
Q. Was she telling him she wanted certain trees down and he did not want to take those down or --
A. (Interrupting) Yes.
Q. -- he wanted some down that she did not want down?
A. Both ways.
Q. Okay. So other than identifying which additional trees had to be trimmed or cut down versus, you know, left alone, do you recall any other discussion between David and Caroline prior to him undertaking the effort to actually cut things?
A. She was telling him about she -- the putting oil in the chain saw. And he was like "I know. I know, Mom," you know. Because it was brand-new. They had just bought it. It was all little things. And a lot of the discussion didn't have anything to do with the tree. We're talking about other things like other kids in the family and -- you know.

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Q. When David explained his plan for taking down the tree, you heard part of that?
A. Yes.
Q. Okay. Do you recall Caroline disagreeing with him about how to go about taking down that tree?
A. Not too much, no.
Q. What about Bill?
A. Bill just stood -- Bill wanted to make sure it wouldn't hit the pool or the garage. Same thing with Caroline. They did not want any damage to their property other than it falling on the grass.
Q. That would seem to be any property owner's concern is that they didn't get other damage.
A. Sure.
Q. But in terms of how to go about doing that, other than alerting Mr. Gagnon that they did not want the house hurt or the pool damaged or anything like that, do you recall any comments from either Mr. McGuire or Mrs. McGuire as to how to go about doing that, or was that a decision that -- or a plan that Paul -- I'm sorry -- Mr. Gagnon came up with, from your vantage point?
A. He came up with it. He said what he was going to

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do, and he did.
Q. Okay. In terms of discussions then leading, I guess, from the time you got behind the house to the point in time where David started working on the tree -- and specifically I'm talking about conversations you overheard with the McGuires and Mr. Gagnon -- there was concern about not damaging the house or pool?
A. Uh-huh.
Q. And there was also discussion over which tree should be cut and which tree should not be cut --
A. (Interrupting) Uh-huh.
Q. -- correct? And then you remember them talking about the chain saw being new and Mrs. McGuire concerned about making sure there is oil in it?
A. Yes.
Q. Anything else you can recall?
A. That's about it. I'm sure there were other things.
Q. Did David consult with you about how to get the tree down?
A. Not much. He asked me how tall I thought it was. But he knew how to measure out pacing or something, some trigonometry thing. He figured

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out how tall it was.
Q. So, I mean, did it appear to you that he looked like he knew what he was doing?
A. Oh, yes.
Q. You say you saw him actually measuring things?
A. Yes.
Q. Like just walking it off in feet, or did he have a tape measure out there?
A. No. He paced it off. He was estimating the height of the tree from where it would fall.
Q. Okay. Any other preparations that you observed him undertake before he actually began cutting?
A. Preparations? Getting the chain saw ready. He ate breakfast in between. He's the kind of guy that would work for 10 minutes and then take a 20-minute break and work for 10, you know.
Q. Okay. So at some point the chain saw gets fired up, I take it?
A. Yes.
Q. And are the McGuires still out in the yard?
A. I believe so.
Q. From the Interrogatory answers it looks to me like they were not present in the area when you actually got hurt?

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A. No.
Q. At what point between the time they started cutting to the point where you were hurt did they leave?
A. Well, Bill was in and out of the house getting things to drink and whatnot and talking to Caroline. I don't know when he disappeared that last time. But Dave's sister was in the pool, and she disappeared, too. I think she went home. I don't know what happened to her. But, yes, it was -- he was in and out, you know.
Q. Okay. Why don't you tell me about the work you saw David do between the time he started it and the time you actually started helping him with any aspect of it.
A. He was taking off the lower branches of the pine tree.
Q. Okay. So you're just standing there watching this?
A. Oh, yes.
Q. And so the first task that you saw him undertake, he was using the chain saw to cut some of the lower branches off of this pine tree?
A. Yes.

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Q. And that was from the ground level?
A. Pretty much the first lower branches, you know.
Q. Okay.
A. And then he worked his way up, you know.
Q. Got you. How far along with the cutting process was he before you did anything to assist him?
A. He was pretty high in the tree. Probably 25 -- well, 20 feet. I'm getting -- his chain saw died on him. He had a rope. And he lowered it down, and he asked for me or Bill to restart it for him, and I restarted it. And then he raised it back up in the tree and pulled it back up there and then just kept going.
Q. Okay. And so how is he getting up the tree?
A. He's climbing.
Q. He's climbing the tree?
A. Yes.
Q. Does he have little spikes on his shoes?
A. I didn't see spikes, no.
Q. So is he cutting the branch and using the stump as a step?
A. Yes. He had some sort of belt he had wrapped around the tree. I have never done anything like that, so I -- that's not -- I have -- not that

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skilled.
Q. You have never cut a tree down the size of this one?
A. No.
Q. And you have never used any straps or belts or harnesses to ascend the tree?
A. I wouldn't climb into a tree like that, no.
Q. Now, I mean, you're watching him do it?
A. It looks scary.
Q. You're watching him do this?
A. Yes.
Q. How many branches do you think he cut, I mean, up to this point where --
A. (Interrupting) There was a lot of branches. I mean, I was surprised how many branches are on a pine tree. So I can't guess the number, but there was a lot.
Q. And he's got some kind of a strap holding him to the tree, and he's using his feet as support?
A. Standing on the stumps that he had cut for it, yes.
Q. And and then the chain saw is attached to a rope of some sort?
A. Yes. He had tied a rope around the handle of the

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chain saw and had it up in the tree with him.
Q. And is Mr. McGuire out there for this?
A. Yes.
Q. Mrs. McGuire, too?
A. At times.
Q. Are they doing anything other than watching him?
A. Bill was talking to me. He really liked his vacation, and he was -- he had story after story.
Q. So he's really kind of a spectator more than anything, and he's having conversations with you?
A. Both of us were, yes.
Q. He's not directly assisting David up there in the tree?
A. Bill did -- yes, exactly.
Q. Did Bill ever climb the tree?
A. No.
Q. All right. So he's about 20 to 25 feet up when he -- did it run out of gas or something?
A. I think it just died.
Q. It died. He needed somebody else to start it?
A. (Indicates affirmatively.)
Q. He didn't try to start it himself up in the tree?
A. No. He said it was dangerous. He said, "I'm going to lower it down to the ground. Start it

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for me. I'll pull it back up."
Q. You believe it stalled, and he lowered it down to have somebody else start it?
A. Yes.
Q. Did you recall him saying, "It's too dangerous to start up here on my own"? Is it just something you assumed?
A. I assumed it. I would think it would be too dangerous.
Q. So you did restart it?
A. Yes.
Q. And so when it goes up on the rope, it's running, but the blade is not turning, obviously?
A. Correct.
Q. You have to use the trigger to get the chain to move?
A. Correct.
Q. And I presume the rope is not going through the trigger area?
A. No, it's not.
Q. There is a --
A. (Interrupting) It's tied around the bar.
Q. Got you. So it gets back up to him. Does he continue on with the cutting?

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A. Yes.
Q. And what is the next involvement of any sort that you had?
A. Bill wanted to get some of the sticks that he was cutting down off the ground and into a pile so he started doing that. And then my dog went and grabbed some sticks because he sees sticks, you know. So I went over, and I was helping Bill put the sticks into a pile next to the garden. They were just laying on the ground. We were standing there doing nothing.
Q. Okay. So you were basically just helping Bill move some of the debris over into a pile?
A. Yes.
Q. The smaller stuff?
A. Well, the long --
Q. (Interrupting) The limbs?
A. Yes.
Q. And what was the plan for those, if you know? Were they going to be chipped up?
A. Well, Bill wanted to burn then. In fact, he started a fire and was burning them.
Q. Okay.
A. And somewhere along the way David wanted to save

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them.
Q. All right. So all you're doing is taking the stuff that has fallen off the tree and dragging it into a separate area at this point?
A. **Yes.**
Q. All right. And did Bill ask you to help, or you were just there and you decided to help him?
A. **I just decided to help him.**
Q. Did you at that point discuss, you know, payment for doing this?
A. **No.**
Q. Did you consider yourself doing him a favor by just helping?
A. **Yes.**
Q. Was it your plan to maybe -- had you decided at that point to take any of the wood as firewood?
A. **No. I told him I didn't want it.**
Q. None of it?
A. **None of it. It's pine.**
Q. Even the trunk of it once it was done?
A. **None of it is any good for burning in a fireplace.**
Q. So once you got back there and saw it was going to be a pine tree coming down, you knew you

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weren't going to be taking advantage of any of the wood?
A. **Correct.**
Q. It wasn't your chain saw, correct?
A. **Right.**
Q. What purpose other than talking to Bill did you have for staying?
A. **Well, Carol talked to me about -- it was just social. Carol was talking about old people that worked at Intermatic. Bill was telling me about his vacation. And it was just talk, you know. I didn't plan on staying that long at all, but they just keep talking. I didn't have anything else to do that day, so I just . . .**
Q. What day of the week was it?
A. **I don't recall offhand.**
Q. Was it a weekend?
A. **No, it was not a weekend.**
Q. All right. So you decided you weren't going to take any wood, and it was really by -- you were kind of hanging out socializing with the McGuires, if I'm understanding what you're saying?
A. **Yes.**

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Q. For a good portion of time?
A. **Yes.**
Q. At some point Bill started dragging these branches to a different area, and you lent a hand?
A. **Yes.**
Q. You didn't do that anticipating any payment of any sort, correct?
A. **Correct.**
Q. And then how long does this go on where you're moving branches?
A. **Well, some time. David, he took some good long breaks. So a few hours. At least a couple. I mean, we weren't moving branches for two hours. You move them for two minutes and you're done for 20 minutes, you know.**
Q. Until there is some more down?
A. **Yes.**
Q. Because you're not standing under there as they are dropping down?
A. **Right.**
Q. So it's off and on for a couple of hours you're moving these branches?
A. **Yes.**

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Q. At some point does David get the whole -- the whole trunk, it's eliminated with -- all the smaller branches are gone?
A. **He got it pretty far up. And when he came down, he looked pretty scared. I was like "I wouldn't want to do that. I have to give it to you because I wouldn't climb up like that."**
Q. Did he get all the way to the top, very top of that, 50 or 60 feet high?
A. **No, no.**
Q. So at some point he comes down, and there is still some of the triangular part of the tree with the branches?
A. **Yes. There was a good -- better than a third of it, maybe a little more, left.**
Q. So roughly two-thirds of it is free of the limbs?
A. **Between a half and two-thirds, yes. Somewhere in there.**
Q. And then he comes down. Is that when he falls the tree?
A. **No.**
Q. Did he ever cut the tree and see it fall over?
A. **No.**
Q. Did you get injured before that happened?

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A. **Yes.**
Q. So he comes off of the tree having cut down half to two-thirds of the limbs?
A. **Uh-huh.**
Q. Right?
A. **Uh-huh.**
Q. Is that a yes?
A. **Yes.**
Q. All right. And then during that period of time while he was up there, that is when you and Bill were dragging some of these branches over to a different area?
A. **Yes.**
Q. And at what point is it that you're involved in any activity which resulted in your injury?
A. **When David came down, he took a good long break. He was tired. He was climbing the tree. He was tired. I think he ate something for lunch. I was offered a pop. You know, I sat there and drank a pop, was playing with my dog. After lunch Dave went back over there to do some more work. He started trimming on the tree next to it. Wasn't even the same tree. Same thing, taking off the lower branches. And it was when**

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he was doing that, when he was done with trimming that tree, that is when he asked me to come over and hold something for him.
Q. So after lunch he stopped working on the tree that you saw him work on all morning, correct?
A. **Uh-huh.**
Q. And started working on an adjacent tree?
A. **Uh-huh.**
Q. He was at ground level again just cutting off branches?
A. **Uh-huh.**
Q. That was the first time he directly asked you for help?
A. **Yes -- well, other than start the chain saw earlier.**
Q. Yes. So up until that point in time I take it you had not offered David any thoughts about how to proceed with the tree trimming, whatever he was doing? You're just watching?
A. **Yes.**
Q. You didn't offer him any comments on how to do this, the way he was going about getting this stuff done?
A. **I have never seen it done, that big of a tree**

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like that, no.
MS. FREEMAN: Just answer the question.
A. **No.**
Q. All right. So now David needed some help with something. What was it, as you recall? What did he need help with?
A. **He had accumulated a very large pile of, you know, the long pine branches. He asked if I could help him for a few minutes. I said sure. He says, "I need you to hold these while I cut off the things on them." And he showed me what he wanted, showed me where to stand. And I said, "Yeah, I can do that," you know. And -- yes.**
Q. All right. So I guess from what I envision, he's cut all of these limbs off of that pine tree. Now there is a big pile of them; one you guys weren't able to move, you and Bill?
A. **He had another pile from the tree right next to it, yes.**
Q. And what was he going to do? Trim some of the smaller branches off the limbs?
A. **That's what he wanted to do. He wanted to save the center part for firewood or something like that for campfires or something. I don't know.**

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Q. So by cleaning off the smaller branches, then there would be some logs that could be cut up that would be suitable for firewood?
A. **Correct.**
Q. Did you and he actually -- did he tell you what his plan was or what he was going to do?
A. **He told me exactly what to do. He knew what he was doing. You know, seemed that way to me.**
Q. And he told you what he wanted you to do?
A. **Yes.**
Q. And what did he tell you to do?
A. **Took the branch, pull it over here so it's away from the rest of them. Hold the one end up, and he would cut the smaller stuff off the other end. And when that was done, put it down, grab the next one, put it up and -- you know, yes.**
Q. So I'm understanding, you're taking a limb that had been cut off the tree, you're holding it upright?
A. **No.**
Q. No?
A. **Can I do -- I don't know how it translates.**
Q. We'll explain it on record. But if that straw will help you orient us as to what you were

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doing --
A. (Interrupting) The branch would be like this (indicating) to the ground.
Q. All right. So the heavier -- the thicker part of the branch is laying on the ground?
A. Actually, the thinner part was. That is the way he wanted it.
Q. So you're holding the heavier part of the limb?
A. Yes.
Q. The long part of it?
A. Yes.
Q. And he's trimming off the smaller branches?
A. Yes.
Q. Off his limb?
A. Yes.
Q. Does he start at the end and work his way closer to you?
A. Yes.
Q. And how long are these limbs?
A. They're pretty long. I would only be able to guess. I would have to say 20 feet. Pretty big. Especially the lower ones off the pines, you know.
Q. Okay. So how many of these things do you think

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you were able to accomplish before you were injured?
A. We did quite a few.
Q. And are you able to quantify that in any way? More than one, obviously?
A. Yes. More than a few. Maybe a few dozen. Maybe a little more. We did it -- you know, we did that for about I would say a good -- you know, it was a while. I don't know exactly. I didn't have a watch.
Q. Are we talking a half hour or more?
A. Yes.
Q. All right.
A. It wasn't --
Q. (Interrupting) A dozen? At least a couple of dozen of these things you have gone through this process trimming all these branches off in the way he told you to do it, you hold the end and he's going to work his way up?
A. Right.
Q. Once all of those little branches are off there -- is it kind of a longer log?
A. Yes.
Q. Did he then cut that into smaller pieces?

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A. That's what he wanted those for is to cut it in smaller pieces.
Q. Did he do that task, too, each time you --
A. (Interrupting) I think he did the first few, and then we just started taking the other ones, the longer things off. He dictated what he wanted. Some of them he wanted -- you know, he wanted to see what he could get out of it first.
Q. All right. So the first couple you trimmed the branches up and then cut them into smaller logs immediately?
A. Yes.
Q. Did you hold the longer limb as he cut it into smaller sections?
A. No. He had set up a -- from the apple tree he set up two logs and was able to set it on there and just (indicating).
Q. So you didn't hold the log as he was trimming them into smaller pieces?
A. The middle part, no. I was there when he took off the little pieces.
Q. So the first couple of these he trimmed it down and then immediately made them into logs?
A. Yes.

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Q. And then after a while he decided he was going to trim all the branches off while you were there to help?
A. Yes.
Q. And you were doing it with a couple of dozen of these before you got hurt?
A. Yes.
Q. All right. So he told you how he wanted -- he basically told you he wanted you to hold the end --
A. (Interrupting) Yes.
Q. -- while he trimmed those up?
A. Yes.
Q. And did he tell you to do anything other than stand there and hold up the one end?
A. When they were done they had to be put over here and then grab a new one, you know, bring it over to this spot so he could start again.
Q. He would stay there, and you would drag the log to a pile and then drag a new branch over?
A. Yes.
Q. Prior to undertaking this trimming did he offer you any instructions beyond "Here, hold this"? Did he say, "Keep your hands free. Stay away"?

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A. **He said, "Stand here. Hold it here and don't move." He said don't allow it to move because it would roll, you know, so you had to hold it tight.**
Q. So other than telling you where to stand and how to hold it and not let it spin, did he give you any warnings that were safety-oriented like "Keep your hands free. When I get close to you, keep your hands to you," anything --
A. **(Interrupting) No.**
Q. Anything about that -- obviously, to the point you got hurt, did anything about that task concern you from a safety standpoint?
A. **He was far enough away from me it wasn't . . .**
Q. So up until you were actually hurt he kept a certain amount of distance away from you?
A. **Yes.**
Q. How close was the nearest he got to you prior to when you got hurt?
A. **Maybe three or four feet, maybe five feet, somewhere in there. There was a good chunk of those branches that were next to the trunk that didn't have anything on them, you know. They didn't have the growth. The growth was out in**

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the ends.
Q. All right. And during this 20 or 24 more limbs that you guys trimmed up before you were hurt, was Mr. McGuire out there?
A. **Yes -- wait a minute. I was working, so I wasn't paying attention at that point. I was helping hold the limb. You know, I was paying attention to what I was doing. I stopped paying attention to Bill and Carol, so I don't know where they were. You know, I know they were coming in and out of the house.**
Q. Okay. So whether they were there or not during the trimming part you're not sure?
A. **Yes.**
Q. It could be? Maybe not?
A. **Yes.**
Q. That being the case, I take it you don't recall either one of the McGuires intervening, saying, "Hey, that doesn't look safe," or "Be careful," or anything like that during the trimming part?
A. **No.**
Q. And you recall Mr. Gagnon telling you where to stand and how to hold the branches. Did either of the McGuires give you any instructions during

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that phase of the job?
A. **No.**
Q. Did you at that point believe you were taking instruction from Mr. Gagnon?
A. **Yes.**
Q. You were doing what he told you to do?
A. **Yes.**
Q. Did you think you were taking instructions from the McGuires at that point?
A. **They didn't say much.**
Q. And the entire time you're trimming -- during this phase where the branches are being trimmed off the limbs, I take it Mr. McGuire wasn't there helping you holding these limbs?
A. **No. We were -- it was getting into the afternoon after -- like after lunch, and I think he was getting tired. That is the way I feel. He was older.**
Q. The particular phase of the project, the trimming of the limbs, that was you and Mr. Gagnon?
A. **Yes. I remember Mr. McGuire saying that he wanted to burn the limbs, and David wanted to save them.**
Q. And at no time that day did you run the chain

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saw?
A. **I started it.**
Q. But you didn't run it --
A. **(Interrupting) No.**
Q. -- and apply it to any limbs or logs?
A. **No.**
Q. All right. Why don't you get to -- we have got to the dozen or two dozen or so of these limbs before you were hurt. Tell me, as you can recall, what happened.
A. **Do you mean the actual incident?**
Q. Actual incident. You have done a couple of dozen of these without incident?
A. **Right.**
Q. And then what happened?
A. **He walked towards me, and the chain saw came up, and it cut me. I tried to get out of the way, but . . .**
Q. Were you guys actually working on trimming a limb at that point?
A. **I was holding a limb up, yes.**
Q. You were holding a limb?
A. **Yes.**
Q. With which hands?

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A. My right hand.
Q. So you're able to hold these with one hand up in the air?
A. They were only this (indicating) -- you're talking logs. I call them sticks.
Q. Okay. I didn't ask that question so I'm glad you clarified. The limbs that we're talking about, what was the diameter on average?
A. The side that I was holding?
Q. Yes.
A. Maybe -- I don't know what you consider that (indicating). Three inches. Your guess is as good as mine.
Q. Okay. Well, it's certainly not the full width of your fingers?
A. No. I can hold it with one hand.
Q. It's about the width of a pop can -- diameter width of a pop can?
A. Coffee cup there, yes.
Q. They were like three to four inches?
A. Yes.
Q. And that was how all the other ones were, too?
A. Yes.
Q. And then you were strong enough, and at least at

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that point you were healthy enough to hold it with which hand?
A. Right here (indicating).
Q. Right.
A. Right.
Q. And you're right hand dominant?
A. Yes.
Q. So you could hold those out?
A. Yes.
Q. And so you would hold it kind of horizontally, and the rest of it would stretch out towards Mr. --
A. (Interrupting) Yes. Go down along the ground there.
Q. And then you say Mr. -- you described it as Mr. Gagnon walking towards you with the chain saw and then you just got cut. Can you elaborate on that a little bit? He didn't just -- you were actually -- he was actually working on trimming a tree branch, correct?
A. Yes.
Q. And so I take it he was trimming, getting closer and closer to you?
A. Before it, yes.

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Q. Before you got hit with the saw?
A. Yes.
Q. And I take it unlike the other branches, there may have been a branch closer than the four to five feet?
A. No. He stopped cutting the limb, chain saw went down, went to idle. You know, he walked toward me, and I thought he was going to say something like next instruction, what to do, okay, and I don't know what he was thinking or what he was doing or what, but the chain saw started coming up, and the gas went on, and I tried getting the hell out of the way and -- yes.
Q. So it wasn't during a cutting process that you were hurt?
A. Yes, you're right.
Q. He disengaged from trimming the branch, if I'm understanding your testimony, and the chain went into an idle position?
A. The motor went to idle.
Q. And the chain is not even moving, and he's holding it down to his side?
A. Both hands.
Q. With both hands. But the chain is not moving?

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A. Yes.
Q. And he closes the gap between you and him in terms of space?
A. Right.
Q. And you were still holding the branch at this point?
A. Yes.
Q. And somehow the chain, it gets activated?
A. When I heard the chain saw, the motor speed up and I saw with my eyes it start to come up, I dropped the branch, tried to get the heck out of there because it's coming up between me and the branch. "What the fuck are you thinking?" I don't know how to say -- you know, I screamed. Whether he was going after something he thought he saw coming off the branch, I don't know.
Q. Okay.
MS. FREEMAN: Wait for a question.
Q. So you're holding the branch with your right hand just like you had done on the two dozen or more before. He's trimming branches off this thing and stops trimming, correct?
A. Yes. He was done.
Q. And then he --

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MS. FREEMAN: (Interrupting) Wait until he finishes.
Q. And he then walks toward you holding the chain saw in a position where he might be able to cut if the chain was moving?
A. It was pointed downward.
Q. Pointed downward?
A. Yes --
Q. (Interrupting) But the chain is not moving --
A. -- towards the ground.
Q. The chain is not moving?
A. Right.
Q. And he gets close enough to you to reach you, obviously?
A. (Indicates affirmatively.)
Q. Then you hear the chain saw, the rpms ramp up?
A. Oh, yes.
Q. And when you heard it ramp up, was it a concern of yours that the chain might be moving at that point?
A. It was an instant high alert on my part, yes.
Q. Did you see the chain saw blade with the chain moving at any point before it made contact with your arm?

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A. Oh, yes.
Q. So you heard it ramp up in terms of rpms and looked?
A. Oh, yes.
Q. Are you still holding the branch at this point?
A. I was letting go.
Q. And as you hear the thing fire up, you turn to look at it, correct?
A. I was looking at it while I was watching him. You know, I never turned away.
Q. And so it's pointed down, and then the rpms ramp up, and you see the blade coming toward you?
A. Uh-huh.
Q. And you let go of the tree?
A. Yes.
Q. But the blade, nonetheless, still makes contact with your arm?
A. Yes.
Q. Did it ever make contact with the tree branch?
A. No.
Q. From your vantage point was it -- well, strike that. Did Mr. Gagnon tell you what his plan was when he got near you and turned the saw on and had lifted the blade toward you?

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A. I had no idea, and I went into panic mode.
Q. All right. And so I think you said you had released the branch before the saw came in contact with your arm?
A. (Indicates affirmatively.)
Q. Is that right?
A. Yes.
Q. And did you turn your body?
A. Uh-huh.
Q. Describe for me this point in time where you see this blade coming up with the saw moving and all of a sudden -- and then at that point where your arm is hit. What did you do?
A. I let go of the branch, and I tried bringing my arm up and away from the saw blade and out and around to get away. It was coming right up, you know, and it was coming up. It was fast.
Q. All right. So you tried to get your arm out of the way. The blade is coming up, but you didn't get it away fast enough?
A. Obviously got it away enough to keep my hand and my arm. I'm lucky to have that.
Q. And then at this point where your arm is actually injured, do you believe that either one of the

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McGuires was present to see that?
A. No. I know they weren't. They said they weren't.
Q. All right. So if I'm understanding your testimony then, at the time the blade made contact with you, you were not actively assisting him by holding a branch? You had, in fact, released the branch?
A. Oh, yes.
Q. And there was no dialogue from Mr. Gagnon as he approached with the blade as to what his intention was at that point in time where the saw became I guess --
A. (Interrupting) Pointed downward.
Q. -- pointed downward and began moving upward?
A. Right.
Q. There was no statement out of him at all?
A. No. I was looking to see if he was going to say something to me because it looked like he was approaching me to say something; he wanted me to do something else, or, you know, I thought there was an instruction coming.
Q. But ultimately there was no additional comment made by him prior to the rpms on the chain saw

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ramping up and the blade coming up toward you?
A. Correct.
Q. And so this isn't a situation where the blade and the saw -- I'm sorry -- the blade and the chain made contact with the branch and kicked it toward you?
A. No.
Q. This isn't a situation where the blade was cutting through a branch and caught the very tip of the saw and fired back at you?
A. No, it's not.
Q. There was no cutting actually involved of a branch when you got struck with the blade?
A. Correct.
Q. After this happened did you ask Mr. Gagnon what he was trying to accomplish at that point in time?
A. After I screamed my head off, that was the first thing that came out of my mouth was -- excuse the expletive -- "What the fuck are you thinking?"
Q. Did he have a response for you?
A. He became immediately I think distraught would be the word, confused. "Oh, my God." Panic, yes.
Q. So he didn't make any comment to you about what

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he was trying -- the task he was trying to accomplish? It was more shock and stunned about this scene having happened?
A. Yes.
Q. Since that point in time where you got hit with the blade and now did he ever tell you in his words what he was specifically trying to do at the time this happened?
A. In the emergency room he used the word kickback, but I didn't understand what he meant or how, you know. And they are going in to sew me up and put the muscles back together, you know, as best they can. I don't know what happened there.
Q. All right. So you definitely recall him in the ER using the phrase kickback?
A. Yes.
Q. All right. But from your vantage point this idea of a kickback, it wouldn't have anything to do with a kickoff of a branch or a log or a limb that was being cut?
A. No. It had nothing to do with that.
Q. And you didn't see the saw come onto a tree branch, that tree branch you were dropping, and then kick toward you? You didn't see that?

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A. No.
Q. So he may have a different version of what kickback means, but the kickback definition or your impression of a kickback that you described earlier, that is not what you recall happening?
A. Correct.
Q. If I'm hearing what you're saying, he might have been trying to get toward that branch to cut it but he never got there? He got to your arm before he made any contact with the tree?
A. Well, I was holding the end of the branch. There was no branch beyond my hand.
Q. And that's what I'm getting at is from your recollection of what went down, regardless of what his intentions were, he lifted up the chain saw, the rpms ramped up, and the chain is moving. You tried to get out of the way of the blade, but you were not able to get out of the way in time?
A. Correct.
Q. That is what happened?
A. Correct.
Q. And other than him mentioning something about a kickback when you're in the emergency room, as we sit here today have you ever discussed the

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dynamics of what happened in a situation where he explained what he was trying to do?
A. Of course I asked him, and I don't remember at what point I asked him, and he could never explain it. He just (indicating). You know, I don't think he knows. I honestly don't think he knows.
Q. So as you sit here today, regardless of how many times you asked him -- and it's more than once, I take it, correct?
A. Oh, yes.
Q. In your mind, he's never articulated specifically what he was doing at the point in time where the blade made contact with your arm?
A. Correct.
Q. Other than referencing a kickback in the ER?
A. Yes.
Q. Okay. With respect to the McGuires, at what point in time was your first notice that Mr. McGuire or Mrs. McGuire were aware of you being potentially hurt?
A. Immediately. They heard me scream.
Q. Okay. Do you believe they came from inside the house?

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A. Yes.
Q. And when they came out, was there any discussion between you and Mr. Gagnon about what had happened?
A. No.
Q. Would it be fair to describe the post injury part on the premises as being more concern about how you were doing than what happened?
A. It was pretty important to me.
Q. Right.
A. Yes, it was very important. Carol was very concerned. She come out yelling. "I heard it. I knew my son cut you." She came out screaming, you know, and -- yes -- yes.
Q. Did either of the McGuires ever make any comments to you to suggest or pursuant to which you formed the impression that they saw what happened?
A. No. They said they didn't. She said she heard it. She heard the screams. She heard what was said right after. She heard all of that. She was right there in the kitchen.
Q. She heard the screams, and her thought was somebody was cut?
A. (Indicates affirmatively.)

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Q. How soon after this happening did you move on to the emergency room?
A. I don't know timewise. I was in shock. It seemed like it took forever. So I can't tell you whether it was five minutes or ten minutes. I am not capable of doing that for you. I can tell you that I started giving orders at that point. First time all day. And I needed a towel, I needed something to put on it, I needed to tie it off. We needed to go to the emergency room now, and there was no waiting.
Q. So once you got hurt, you became more focused about getting the care you needed?
A. Yes.
Q. Up until --
A. (Interrupting) I was quite vocal.
Q. Up until the point where you were cut with the chain saw had the situation ever turned from a volunteer situation like you described early on to an employment situation were you thought you were going to be compensated?
A. No.
Q. Did the McGuires ever promise to pay you anything?

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A. No.
Q. Did Mr. Gagnon ever tell you he was going to pay you anything?
A. No.
Q. Did he ever make any comment to you that he was being paid to get this done by his parents?
A. He did say he was getting something for it. I don't know what. I don't know the terms. I remember something in there he was referring to he had to do this because he owed his mom money or something. I don't know.
Q. And I take it Gagnon didn't promise to share payment he may have been receiving with you?
A. No.
Q. Did you consider yourself a volunteer out there?
A. Yes.
Q. But obviously you felt you were taking directions from Gagnon but you were volunteering?
A. Yes.
Q. You didn't expect to get anything out of this?
A. No.
Q. Certainly not an injured arm?
A. Definitely not this, no. Maybe a pop, you know.
Q. All right. So we have all of your medical

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records but I want to go through this a little bit. At the emergency room they evaluated your arm, correct?
A. Yes.
Q. They cleaned out the wound?
A. Yes.
Q. Did they do some X-rays at the ER?
A. Yes.
Q. Did they tell you that it didn't reach the point where it hit any of your bones?
A. No, it did not.
Q. Initially was it the impression, as you understood it, that it was a tear through the skin and into the muscle?
A. Yes.
Q. There was no belief there was nerve involvement initially?
A. You know, once they gave me the painkiller, I don't -- I was in la-la land.
Q. To the best of your understanding, did they do anything else in the emergency room other than clean it and then stitch it up?
A. Yes. They did the stitches and closed it up and, you know, X-rays. I don't remember what all.

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Q. In the emergency room did they have you use your hand and move it to see if you were still functioning?
A. Yes.
Q. And was it still functioning at that point?
A. Parts, yes. They didn't really check it. I did that. I wanted to know what would work, and I am moving my hand around to see what is going on. And once the pain medicine they gave me kicked in, you know, I was able to move a little bit but not a whole lot.
Q. Once the pain medicine kicked in, I take it the injury itself felt a little better?
A. Oh, I went (indicating). It was --
MS. FREEMAN: (Interrupting) Just answer the question.
Q. It did?
A. Yes.
Q. And then how long was it before -- well, strike that. Eventually did you have to go somewhere and have the stitches out?
A. Yes.
Q. And who did that?
A. Dr. Sek.

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Q. Where is Dr. Sek?
A. He's right here on Elm Street.
Q. He's still operating here?
A. I have known him since I was five years old.
MS. FREEMAN: Just answer the question.
Q. We have sent a records request for him several times and there has never been a response. He's still working here somewhere in McHenry?
A. Yes.
Q. He took the stitches out?
A. Yes.
Q. Over the first month or two or three did you do any physical therapy?
A. I was told by Dr. Sek give it some time, it's going to take time. He did not send me to physical therapy or anything else.
Q. And I know from the record that, as you have explained already, when you tried to use the computer, that you continued to have some symptoms with the right arm and hand even after I guess the laceration had healed?
A. Right.
Q. All right?
A. Right.

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Q. And even today you're still having problems?
A. Yes.
Q. Sometime I think later in 2011, maybe it was early 2012, you had an EMG study done on your right arm?
A. I think I had a few of those.
Q. Nerve conduction study?
A. Yes.
Q. And there was something done early on with the Shoulder to Hand Clinic, Dr. Talerico or something like that?
A. I remember Talerico. I did go see him.
Q. That doctor had evaluated the EMG study, and he evaluated you, didn't feel there was any nerve impairment. Do you recall that?
A. He said -- well, I left Dr. Talerico because I don't think he knew who he was talking to. He started yelling at me about asking for pain medication, and I never even got anything from that man ever in my life. And I left seeing him because I don't think he -- there was something wrong there. And I only saw him twice, and I was out of there.
Q. Do you recall him giving the opinion that he

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didn't think there was anything surgically he could do for you?
A. Not at that point. He did say time will tell.
Q. Okay. And then you left Dr. Talerico?
A. Yes.
Q. And did you go somewhere else?
A. Yes.
Q. Because my records stop at the very beginning of 2012.
A. Dr. Sagerman.
Q. Where is Dr. Sagerman?
A. I gave you his address earlier, or his place, Vernon Hills.
Q. Oh, that's right. And when did you start seeing Dr. Sagerman?
A. I don't remember the date. I'll be honest with you.
Q. He was after Dr. --
A. (Interrupting) Talerico.
Q. -- Talerico?
A. Yes, yes.
Q. All right. And then did Dr. Sagerman do anything for your right arm different than what Dr. Talerico did?

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A. **He continued the physical therapy.**
Q. All right. And anything beyond the physical therapy?
A. **He ordered up a new EMG.**
Q. And then what?
A. **More physical therapy. It was a lot of physical therapy.**
Q. Has anybody done any surgeries on your arm?
A. **Yes. He did.**
Q. When did he do that?
A. **July of this year.**
Q. As you understand it as the patient, what did Dr. Sagerman do to the right arm?
A. **Removed a ton of scar tissue, he said. And he said -- and what they call -- it's a neurosis or -- I don't know the words he used.**
Q. I don't know either. I don't have any of these records.
A. **Okay.**
Q. So there was some kind of a surgery. Which parts of your arm did he work on?
A. **Forearm and the elbow.**
Q. All right. And that was in July?
A. **Yes.**

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Q. Have you had any more surgeries since then?
A. **No.**
Q. Are there any planned?
A. **No.**
Q. Are you still doing physical therapy?
A. **Not for my right arm anymore but for my left.**
Q. How is the right arm now since this procedure done by Dr. Sagerman?
A. **It's better in the sense the pain level is down.**
Q. Okay. Same; the pinky, the ring finger and the thumb?
A. **Those are the most affected, yes.**
Q. What about the index and the middle fingers? Are those impacted as well?
A. **Yes.**
Q. Are the ones that are affected the worst the pinky, the ring finger and the thumb on your right hand?
A. **All of the fingers are affected in the sense of a grip. The ones that feel numb are the pinky and the ring finger.**
Q. So there is a weakened grip overall?
A. **Oh, yes.**
Q. And then the pinky and the ring finger are numb?

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A. **Yes.**
Q. Earlier on you described the pain that was with the tendinitis, the forearm and everything. Is the forearm implicated on the right?
A. **On the right?**
Q. Yes, in terms of pains or sensation?
A. **I get a pain right next to the bone. There is a big lump of scar tissue, you can feel it, and it hurts there when I try to grab too much stuff that is heavier or anything with weight.**
Q. So if you strain the right arm, you will realize some pain right where the laceration was?
A. **Yes, it will burn a little.**
Q. So then with respect to the right arm, you described the numbness in the pinky and the ring finger, a weakened grip and then occasional shooting pain where the laceration was with heavy strain. And what else do you notice about the arm today, the right arm?
A. **You play with the scar tissue ball that is forming in there, and it burns under the elbow. It's like a direct link. If you pinch it, it's (indicating).**
Q. And is there any further recommended treatment

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for the right arm or any of the symptoms that are lingering?
A. **Yes. I am on medication for it.**
Q. What do you take?
A. **Gabapentin.**
Q. Is that an anti-inflammatory or pain med?
A. **It's a type of pain medication, I believe.**
Q. Okay. Besides taking that, anything else?
A. **I take an anti-inflammatory.**
Q. Is that for the left arm or the right arm?
A. **It's all right. I take -- I'm trying to think now. Well, I have, in case I need it, and I try not to take them, but Tramadol and hydrocodone, but I try not to take those.**
Q. Okay. So that's the medicine that you're still taking. Is there anything -- and there is no physical therapy with respect to the right arm currently?
A. **No. We're pretty much done with that.**
Q. And then in terms of function, you have mentioned there is weakened grip?
A. **Yes.**
Q. And you have the numbness in the pinky and ring finger. What other limitations can you

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appreciate with respect to the right arm?
A. Pinky.
Q. What about it?
A. It wouldn't go in.
Q. So you can't --
A. (Interrupting) I can't (indicating).
Q. You can't move the pinky so it abuts the index finger?
A. Or the ring finger.
Q. The ring finger?
A. Correct.
Q. And anything else? Do you still have the full range of motion in your hand?
A. Yes. As long as I do it controlled and slow. If I start forgetting and -- you know, because I feel good and I start doing things fast, it's like all of a sudden I'll get -- it will burn here (indicating), burn under here (indicating), and it will like pang all the way down. It will start tingling real bad again.
Q. So in terms of the shoulder movement, fine?
A. Shoulder is fine.
Q. Elbow movement fine?
A. No. The elbow is a bit sore. I think it's

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because of the surgery he did in there. He had to do a nerve release or something. It was tight.
Q. And did the doctor tell you whether that nerve release in the elbow was somehow related to the injury to the mid forearm?
A. He said that it's natural. You know, the way he explained it to me, it tore through the middle. It's not a cut, it's a tear. Things got pulled from both ends, you know, and that's the next spot that will be affected from the pull. So that's the way it was kind of explained to me. He said it's natural with what happened, with this type of thing that happened.
Q. Okay. The elbow is sore when you're moving it. Is that all the time or just periodically?
A. It's sore pretty much all the time.
Q. And you can still move it in all directions, though?
A. Yes. As long as I'm careful.
Q. And then the hand, with respect to the movement of -- it is a weakened grip, but in terms of moving it, with the exception of the pinky, it still moves the same?

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A. Yes, yes. The pinky and the ring finger and the thumb is -- I have a problem with the thumb coming in here (indicating). Not like this (indicating), but this way (indicating). And my hand shakes.
Q. Has the doctor told you -- that would be Sagerman -- when you can expect any further improvement, or is this what you're going to have?
A. He said nerve damage takes a long time to heal especially as we get older. He wouldn't rule out a full healing. He wouldn't say I was going to be stuck like this forever. He just said time will tell.
Q. So we don't know yet, and he doesn't know for sure?
A. Right.
Q. I'm going to show you what I'm going to mark as 2.
A. He knows more about it than I do.
MS. FREEMAN: There is no question pending.
THE WITNESS: Got you.
Q. I think I know the answer to this, but this is medical expenses as of March 19, 2012, $7,333.04.

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There is more medical expenses we don't have?
A. Right.
Q. The surgery in July and the physical therapy and --
A. (Interrupting) Yes.
Q. I take it you're making a claim for the tennis elbow as well?
A. You know, they tell me it's a natural part of it because of the not using this arm (indicating) and using this thing (indicating) for everything from drinking to driving to everything that I do. And they -- yes.
Q. So there may be expenses associated with the left arm that we don't have?
A. It's a result of.
Q. You have had medical expenses for the treatments and care of the left arm?
A. Yes, minimal.
Q. We don't have those as part of this as well, correct?
A. Right.
Q. I just want to go through some photos here. This is a photo of your arm after the chain saw injury, obviously, correct? 2A?

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A. This is a long time after, yes.
MR. BARCH: Now I need to make that medical expense summary Exhibit No. 3. Sorry.
(Exhibit No. 3 marked for identification by Mr. Barch.)
MR. BARCH: I shouldn't have premarked the other ones.
Q. The other questions I was asking you when I was referring to Exhibit 2, it's now 3. The answers would be the same? We don't have all the medical expenses?
A. Right.
Q. 2A, that is your forearm after the chain saw injury?
A. Yes.
Q. Is that how it looks today?
A. No.
Q. What is that --
A. (Interrupting) No.
Q. What is going on now?
A. It's now got a scar that crosses it where they went in.
Q. Okay. So that is the second surgery, though?
A. Yes.

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Q. The second procedure. So these are all pre --
A. (Interrupting) Pre the July surgery, yes.
Q. The July, 2012. This is what it would have looked like, I take it then, had you not had the additional surgery?
A. Correct.
Q. Same thing with 2D and 2E?
A. Yes. These are all from pre.
Q. Now we go over to 2F. There is an additional photo with some more of I guess an incision that runs up and down your forearm?
A. Yes.
Q. And there is also one -- that's the July, 2012 stuff?
A. Yes.
Q. You have scars now on your arm from those as well?
A. Yes.
Q. 2F, G, H show the arm after that July, 2012 surgery?
A. Correct.
Q. What is I? This came from your counsel, too, 2I.
A. That's David.
Q. That's Mr. Gagnon?

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A. Yes.
Q. Where is this?
A. That's at his home.
Q. When did you take that?
A. That phone conversation you asked me I talked to him about, I went up there to get his address for his house for Hans, and he was outside.
Q. Oh, so when your attorney needed his address, you went up there to get it?
A. I knew where he lived. I didn't know the address, so I just drove past.
Q. And did you shoot this from the car or something?
A. As I drove by the house, yes.
Q. Did he know you were taking that?
A. Yes. I showed it to him.
Q. And then I guess 2J, this was just part of the records. Is this before the second -- before the July surgery or --
A. (Interrupting) This is the X-ray from the emergency room.
Q. Okay.
A. Kind of shows --
MS. FREEMAN: (Interrupting) There is no question pending.

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THE WITNESS: Sorry.
MR. BARCH: I think's all I have for now.
EXAMINATION BY MR. ACCARDO:
Q. For your left arm and left elbow, you had injured those before 2011; is that right?
A. Excuse me?
Q. You had injured your left arm and your left elbow before 2011?
A. Correct.
Q. And that was in a car accident?
A. Yes.
Q. And that took place when?
A. Ten years ago.
Q. What type of injury did you suffer in that car accident?
A. I suffered a broken neck, and I had to have an ulnar nerve transposition done.
Q. Okay. And where was that done?
A. That was done I think late -- what did they call that? That was a long time ago at the hospital, Lake Forest Hospital.
Q. Do you remember which doctor performed that?
A. The same doctor.
Q. The same doctor as what?

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A. Sageman.
Q. Okay.
A. That's why I knew him.
MS. FREEMAN: Just answer the question.
Q. And after the surgery after the automobile accident about ten years ago did you still have trouble with the left arm?
A. Still do today.
Q. From the time of the car accident up until the time of the accident with the chain saw in June of 2011 did you have trouble with the left arm and the left elbow?
A. Yes.
Q. And has that changed since the accident in June of 2011?
A. Yes.
Q. How so?
A. The other side of the elbow hurts.
Q. Okay. Which side of the elbow hurt before?
A. This side (indicating) was from the car accident. It's like the funny bone.
Q. We're talking about more of the inside of your elbow?
A. Yes.

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Q. All right.
A. Where this is out up here (indicating).
Q. Okay. And by "out here" (indicating), you're talking about the outer part of the elbow?
A. Yes.
Q. You still have trouble with the inner part of the elbow?
A. Yes. Cold days.
Q. The time when you were working with David on the apple tree --
A. (Interrupting) Yes.
Q. -- was that the only time you had worked with him where there was a chain saw involved before June of 2011?
A. With him with the chain saw, yes. There was a tree down in the front yard, but I don't know who did it. I assumed he did.
Q. I'm just talking about you working with him with the chain saw before 2011.
A. Yes.
Q. Was it just the apple tree?
A. That was it.
Q. During the cutting of the apple tree did you have any criticism with the way that David used or employed the chain saw?

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A. No.
Q. And before the accident the day you were cutting down the pine tree did you have any criticism with the way David was using or employing the chain saw?
A. No.
Q. Was there any alcohol involved in the June, 2011 incident?
A. Possibly on Bill's part, Bill McGuire, but neither of us.
Q. Not on David's part?
A. No.
Q. Any reason to believe that David was under the influence of any type of drugs or alcohol at the time of the accident?
A. No.
Q. At any point before the actual accident took place when you were cutting down the pine tree did you express any displeasure or any concern over the process that David had set up for trimming the limbs?
A. No.
Q. You didn't see any problem with it?

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A. He seemed like he knew what he was doing.
Q. My question to you was did you see any problem with it, though?
A. No. I wouldn't know.
Q. Now, I just want to go back to right before you got cut and talk a little bit about the saw because I am a little confused. When David started walking towards you, was the chain still going or had it already been put into idle at that point?
A. He was cutting, stopped, came up, took the finger off the trigger because the whole thing went down, you know -- I think it stopped. The chain pretty much stopped.
Q. Okay. And then he starts walking toward you?
A. Right.
Q. And at any point did you see his finger hit the trigger?
A. I didn't see his finger hit the trigger, no.
Q. You just heard?
A. Yes.
Q. And then you saw the chain --
A. (Interrupting) Yes.
Q. -- start to speed up?

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A. Yes.
Q. Or you actually saw the chain engage?
A. Yes.
Q. Okay.
A. Start to move.
Q. About how much time elapsed from the time he put the saw into idle or took his finger off the trigger until you heard or saw the chain engage again? Was it just a matter of seconds?
A. Yes, it was seconds.
Q. And then about how much time elapsed from the time you saw or heard the chain engage until the time you were actually cut?
A. Split seconds. It came fast.
Q. After the chain or saw engaged right before you were cut, did you see David move in any particular way?
A. Say that again. I lost you in the middle.
Q. After you saw the chain and the saw engage before you were cut, did you see David's body move in any particular way? Did you see any type of jerking movement or anything like that?
A. No. He started walking towards me.
Q. But at some point I think you said you saw the

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saw coming up?
A. Yes.
Q. Okay. How high was the saw when it cut you?
A. It was my eye height. My eyes.
Q. And how was David holding it at that point?
A. (Indicating).
Q. Okay. You're showing me --
A. (Interrupting) Saw pointing up.
Q. Saw pointing up. One hand would have been on the bar?
A. Yes.
Q. The safety bar?
A. Yes.
Q. And then the other hand where?
A. Down on the trigger.
Q. Okay. And the actual saw was pointed straight up in the air?
A. No. It was maybe a 45 it went to.
Q. When you heard and saw the chain engage, where was the saw pointing?
A. Down toward the ground at about a 45.
Q. So from the time you heard or saw the chain engage up until the time you were cut, David moved it from about 45 degrees to the ground up

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pointing towards the sky about 45 degrees?
A. Yes.
Q. And how would you describe the manner in which he did that? Was that something that was --
A. (Interrupting) Just raise it.
Q. Was that something that was fast? Was it slow? Was it sudden?
A. It was very sudden and fast.
Q. Did it look like he had lost control of the saw, or did it look like he did it on purpose?
A. No, it looked like he was in control, but I don't know -- I have asked him. I don't know if he tripped over something --
Q. (Interrupting) I'm not -- I'm just asking you if --
A. -- or what. I don't know the answer to that.
Q. Okay. You said you were holding the branch with your right arm or your right hand, right?
A. Uh-huh.
Q. Okay. And you were facing with your body towards David?
A. Yes.
Q. Okay. And then when you heard and saw the chain engage, you dropped the branch?

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A. Yes.
Q. And then you I think motioned -- you said you turned your body it would have been to the right and up and away?
A. Yes. First I went up, and then I was trying to get up and out of the way because that saw blade came up to a 45, and I had to get the heck out of there.
Q. Where was your arm when it actually got cut, and in what position was it?
A. Can I stand up and show you so I can describe it?
Q. Yes.
A. It was -- I was turned like this (indicating), and it cut me right here (indicating).
Q. Okay.
MR. ACCARDO: So let the record reflect that Mr. Dulberg's right arm was basically parallel with his nose and eyes.
Q. Is that about right?
A. Yes, it was. Yes.
Q. And your body was turned about --
A. (Interrupting) I was in the middle of pivoting to get away.
Q. Okay. After the chain and the saw engaged did

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David keep walking towards you, or was it just more of a movement with his hands and arms?
A. Say it again.
Q. After you saw the saw and the chain engaged did David keep walking towards you, or was it simply a motion with his hands and arms?
A. It was a motion up.
Q. So he had stopped walking or moving towards you?
A. I think that there were still forward momentum going on, yes, because it started and it came up -- yes, there had to be. I don't know. There had to be, though. My eyes were on the blade at that point.
Q. And now I know you said when you were in the emergency room that David said something about kickback?
A. I asked him -- the emergency room staff asked what the heck happened, and that was his response.
Q. Did you overhear what he told to the people at the emergency room?
A. Yes.
Q. What did he tell the people at the emergency room?

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A. He said kickback or something. I just don't know. He took his hands, put them on the head and put them between his knees and just stayed there and did not say nothing.
Q. Did they ask him more than once what happened?
A. Yes, a couple of times, and I just looked at the emergency room staff, and I said, "I think it's an accident. Let's just get this done."
Q. When they asked him the second or the third time what happened, what was his response?
A. At that point he had his head between his knees, and he just goes "I don't know what happened. I just don't know."
Q. At any point did you have a conversation with David in the emergency room, outside of the presentation of the emergency room personnel, about what happened?
A. No.
Q. Now, I know that when you were asked before about some discussions or attempts at discussions about what has happened from the time of the accident up until today's date, I think you sort of just -- sort of made some noises and said David did not want to talk about it. I want you to tell

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me, if you know, what specifically has David told you about what he thinks happened on the date of the accident?
A. He doesn't know.
Q. Has he offered any type of explanation as to what happened?
A. No. I think he's afraid to. I don't know.
MS. FREEMAN: There is no question pending.
Q. Why do you think he's afraid to?
A. Because I don't think he knows.
Q. As you sit here today do you think this is something he did on purpose or intentionally?
A. I think he screwed up and had a brain fart.
Q. So the answer to my question would be no?
A. Right.
Q. At any point while you were in the emergency room did you ever have a discussion with David where you indicated to him that you thought that both of you could make a lot of money off of this? Did that conversation ever happen?
A. No.
MR. ACCARDO: I don't have anything else.
MR. BARCH: Only question I have in

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follow-up -- just one.
EXAMINATION BY MR. BARCH:
Q. You mentioned that you and Mr. Gagnon were not drinking that afternoon, correct?
A. Correct.
Q. And you said Bill. I guess you're referring to Bill McGuire may have been drinking?
A. He's been known to.
Q. Okay. As you sit here today do you believe that if he had consumed beer or something that day, that that played some role in what happened to you with the chain saw?
A. It played no role.
MR. BARCH: That's all.
MR. ACCARDO: Nothing else.
MS. FREEMAN: I think we will waive signature.
(The deposition of this witness came to a close at 3:33 p.m.)

CERTIFICATE OF SHORTHAND REPORTER

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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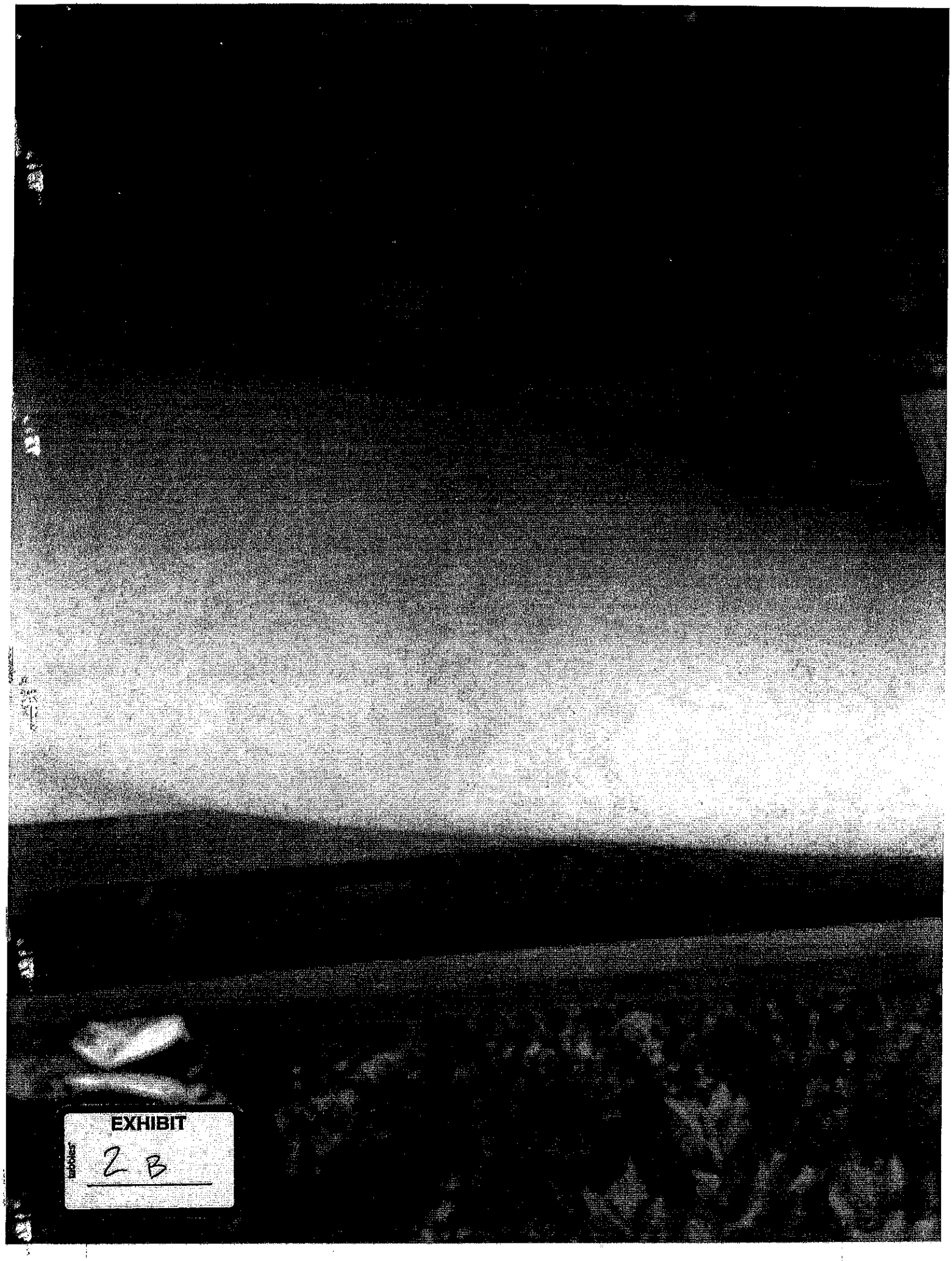
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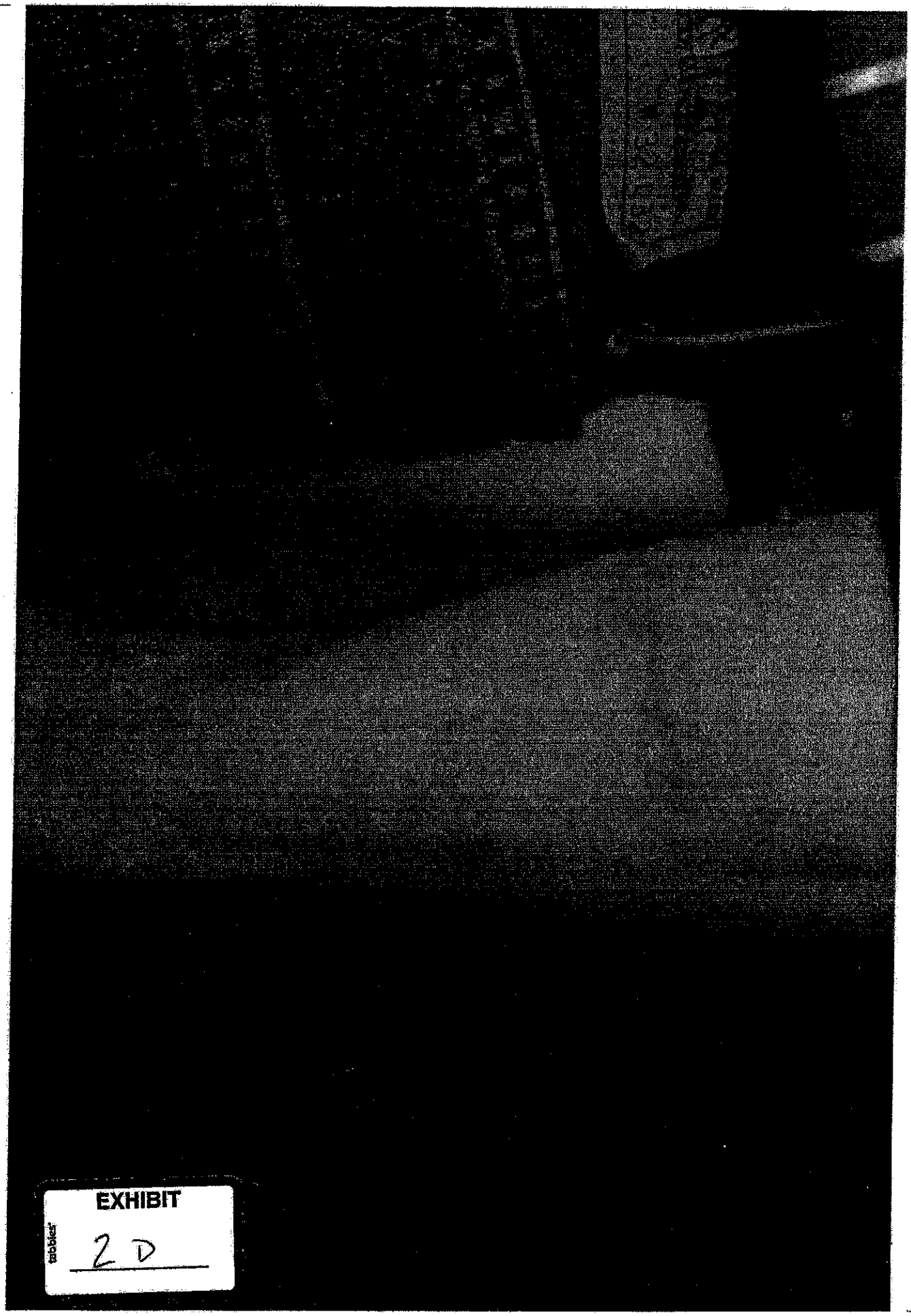
2B


EXHIBIT
2c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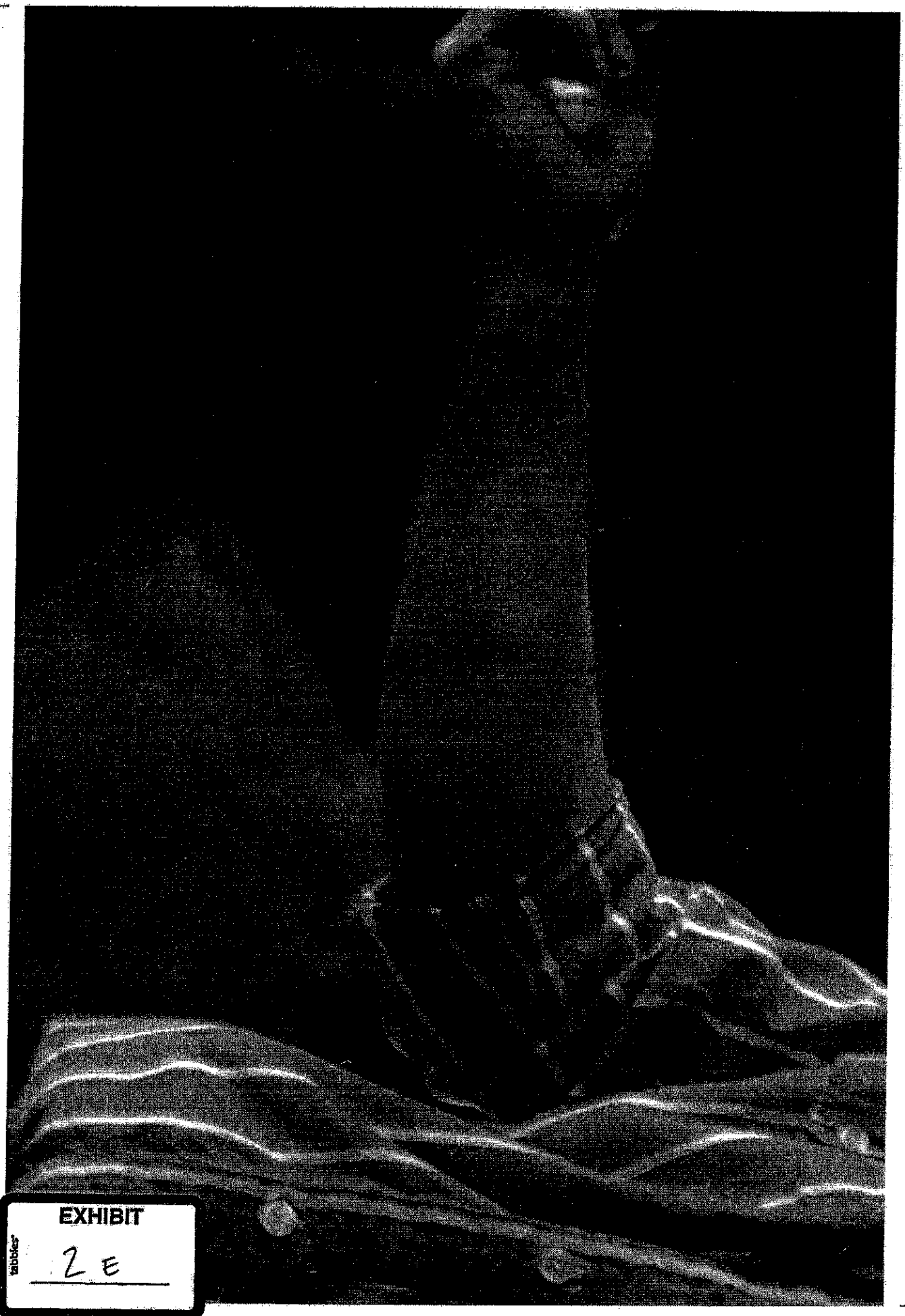

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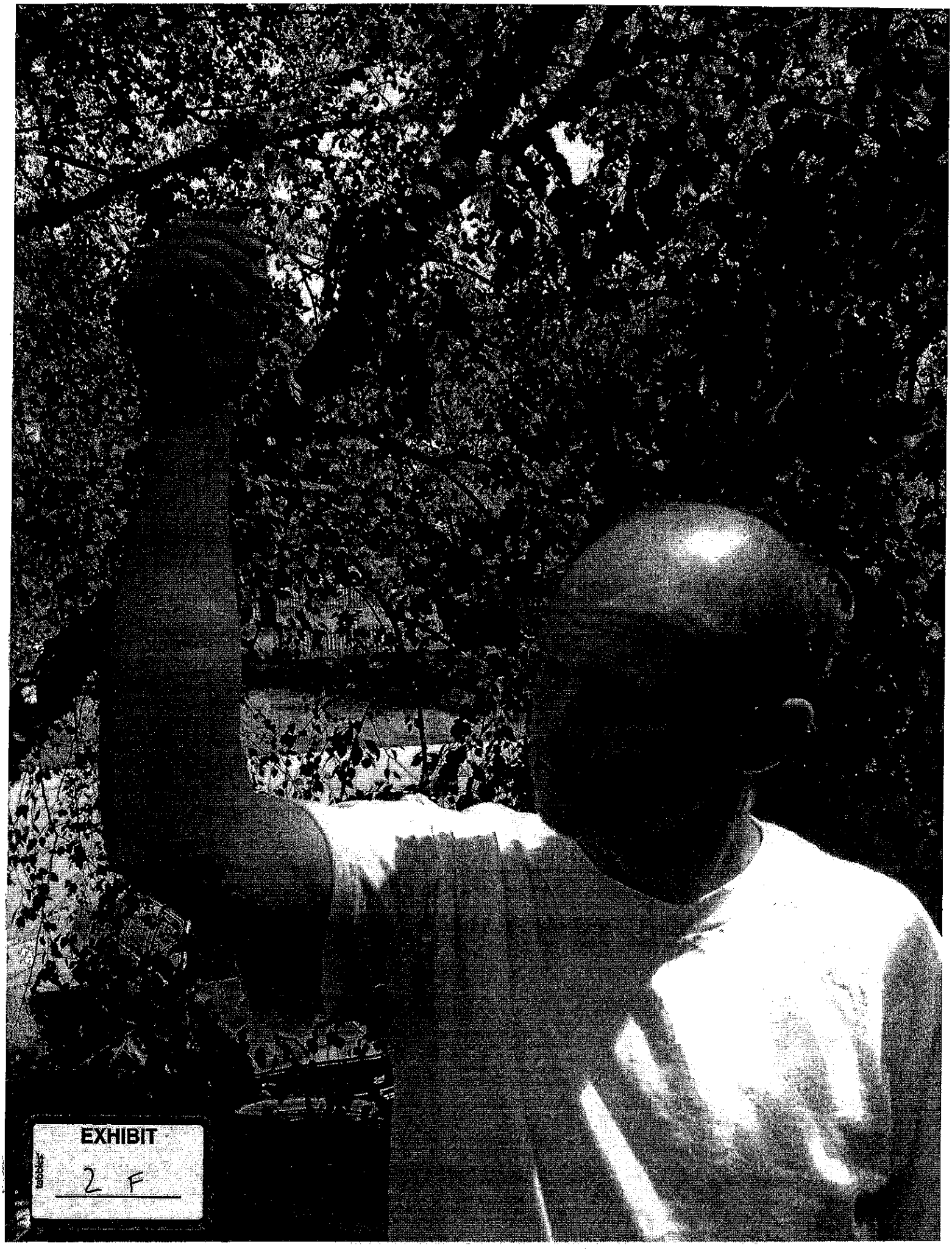
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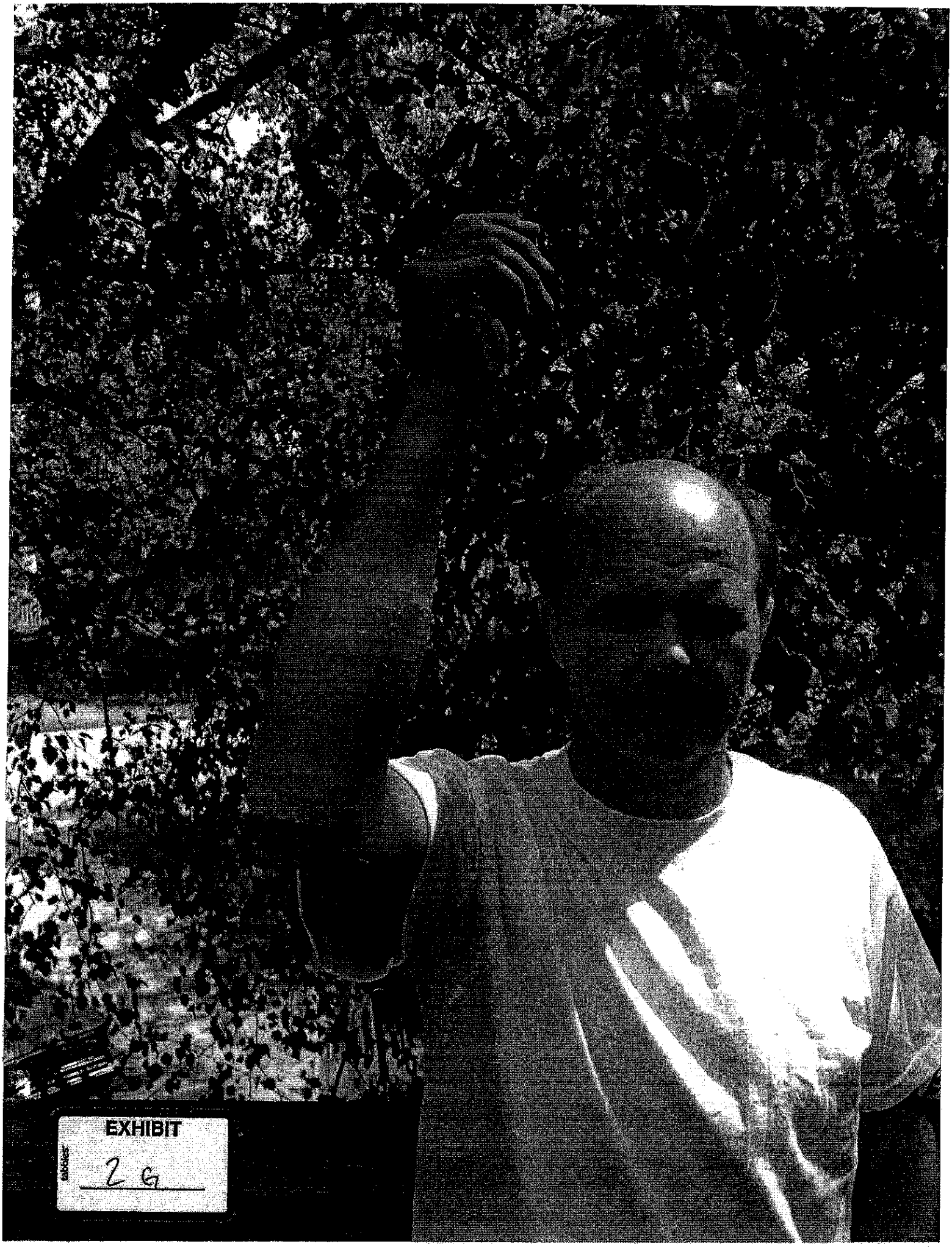
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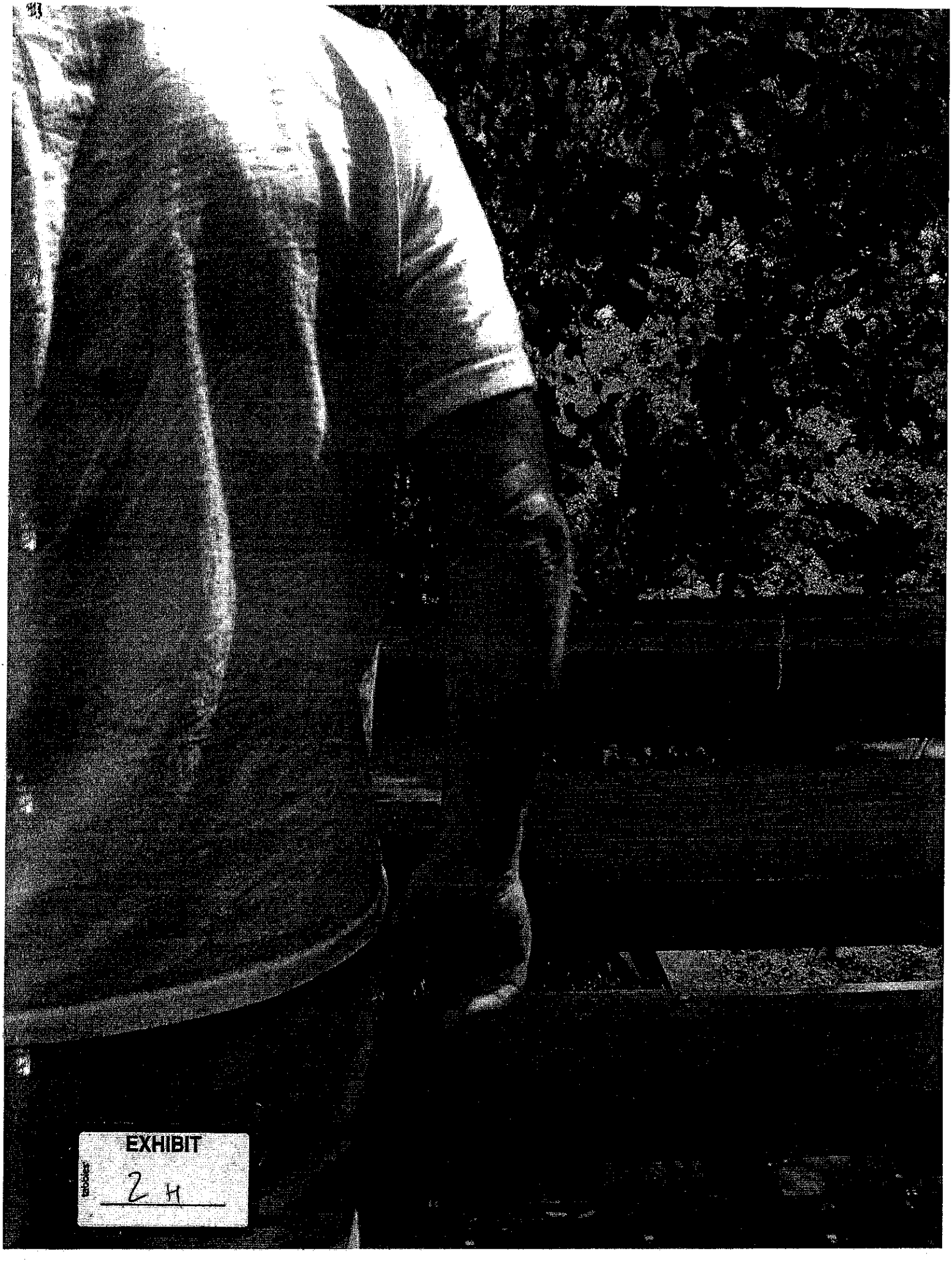
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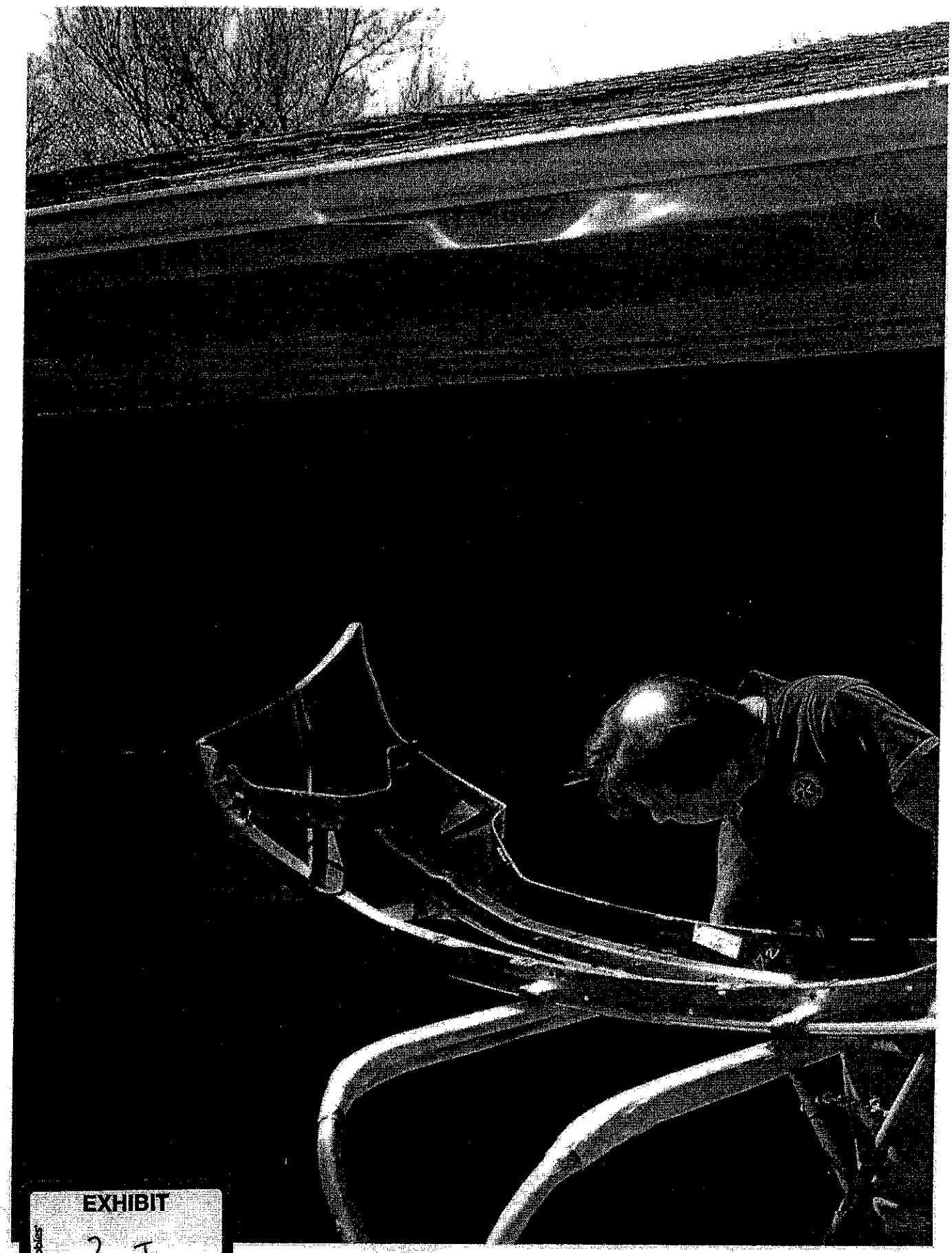

EXHIBIT

2 I



EXHIBIT
25

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

APPEARANCES:

MR. HANS MAST
LAW OFFICES OF THOMAS J. POPOVICH
3416 W. Elm Street
McHenry, Illinois 60050
(815) 344-3797

Appeared on behalf of the Plaintiff.

MR. RONALD A. BARCH
CICERO, FRANCE, BARCH & ALEXANDER, PC
6323 East Riverside Boulevard
Rockford, Illinois 61114
(815) 226-7700

Appeared on behalf of the Defendants, Carolyn and Bill McGuire.

MR. PERRY A. ACCARDO
LAW OFFICE OF M. GERARD GREGOIRE
200 North LaSalle Street
Suite 2650
Chicago, Illinois 60601
(312) 558-9821

Appeared on behalf of the Defendant, David Gagnon.

* * * *

I N D E X

WITNESS PAGE

WILLIAM McGUIRE

BY MR. MAST..... 4
BY MR. BARCH.....48

E X H I B I T S

DEPOSITION EXHIBIT PAGE

No. 1..... chain saw photo 46
No. 2..... chain saw manual 46
No. 3..... chain saw paperwork 46

THE REPORTER: Sir, can you raise your right hand, please?

WILLIAM McGUIRE,

after being first duly sworn, deposeth and saith as follows:

EXAMINATION

BY MR. MAST:

Q. Please state your name, sir.

A. William McGuire.

MR. MAST: This is the discovery deposition of William McGuire, taken pursuant to notice, in accordance with the applicable rules.

BY MR. MAST:

Q. Mr. McGuire, what's your address?

A. 1016 West Elder Avenue, McHenry, Illinois 60051.

Q. Okay. And you live with Carolyn?

A. Yes.

Q. She is your wife?

A. Yes.

Q. How long have you been married?

A. I am not remembering very good. '91. Since '91.

Q. Okay. And you have always lived at that

address?

A. Let's see.

Q. I meant during your marriage.

A. I moved in in '89.

Q. At the Elder address?

A. Correct.

Q. Before you were married?

A. Yeah. Yes.

Q. Okay. Do you have any prior marriages?

A. No.

Q. Okay. Any children?

A. No.

Q. Okay. Okay. And Carolyn has three children, two daughters and a son, correct?

A. Yes.

Q. And the son is David Gagnon?

A. Yes.

Q. Okay. And have you known Dave -- Well, let me ask this: How long before you were married did you know --

A. I have known Dave since 1984.

Q. How did you meet Dave?

A. Through his mother.

Q. So you have known Carolyn since '84 as well?

A. Correct.

Q. Okay. Is that when you started kind of dating, that type of thing?

A. Yes.

Q. Where did you meet? Through what kind of --

A. Where did I meet Carolyn?

Q. How did you meet Carolyn? I'm sorry.

A. I met Carolyn at a marina.

Q. Okay. And are you retired?

A. Yes.

Q. What is your work -- Before you retired, what were you doing?

A. Carpenter.

Q. Okay. When did you retire?

A. '06.

Q. Is that because of the disability?

A. Yes.

Q. Okay. Are you -- What's your injury? What's your disability, back?

A. Correct.

Q. Okay. So you are not able to do heavy type work; is that correct?

A. No.

Q. Is that correct?

A. Yes.

Q. Okay. So you have some type of permanent chronic back problem?

A. Yes.

Q. All right. I am sure you have used a chain saw in your life, correct, or not?

A. No.

Q. So you never used a chain saw?

A. No.

Q. Okay. Although we have a chain saw here on the table that I am understanding you and Carolyn purchased --

A. Correct.

Q. -- the same year as Paul's accident at your house?

A. Yes.

Q. Okay. And I might be wrong but I am taking this from what Carolyn said but Carolyn said that sometime early 2011 before Paul's June 2011 accident you two purchased this chain saw that's here on the desk today?

A. Yes.

Q. And it's a red bodied chain saw and it's a gas chain saw, correct?

A. Yes.

Q. From Efco, E-F-C-O, MT, 3500. That's what I am reading off of it; is that right?

A. Yes.

Q. Yes?

A. Yes.

Q. Okay. Who purchased it?

A. I did.

Q. Okay. Where did you purchase it from?

A. Menards.

Q. And since you have never used the chain saw before and I am assuming because of your injury you weren't planning on using this one, why did you purchase it?

A. Well, I was wondering if we had a storm come through and some trees come down I would learn how to use it. I am a carpenter.

Q. Okay.

A. And I pick up things very quick but if I don't have to use it, I don't want to use it.

Q. Okay. So you got it in case?

A. Emergency, correct.

Q. Okay. And you got it for your use, not anybody else's?

A. Yes.

Q. For yours, I mean, you physically?

A. Personally. Personally in case we have trees come down or any of that problems.

Q. But for you to use, correct? Not for you to have somebody else use. You got it for you to use; is that correct?

A. Basically I bought it if one of the kids wanted to borrow it, I would let them borrow it.

Q. I understand the options there, but I am asking the reason you bought it is for you to use, not somebody else to use?

A. Yes.

Q. There is options, anybody can use it. I get that.

A. Yes.

Q. But you bought it for yourself to use, though, correct?

A. Yes.

Q. All right. How long have you known Paul Dulberg?

A. I probably met him in the '80s because David and him were probably friends and, you know, kids come over and come and go and that's probably when I ran

across him the first time.

Q. All right. Before -- I think Paul's chain saw accident at your house was sometime June 2011; is that your understanding?

A. Yeah.

Q. Okay. Did you know Paul to ever use a chain saw before his injury at your house in 2011?

A. Yes. He was on the property and David used the chain saw.

Q. Are we talking the day of his accident?

A. This is prior.

Q. Okay. Go ahead.

A. Because you were asking if Paul -- I ever saw him operate a chain saw.

Q. You are right.

A. And he was at the house. David cut down an apple tree in the backyard and I saw Paul use the chain saw on an apple -- the stump, the apple stump, to try to get it closer to the ground. That's the only time I ever seen him use the chain saw.

Q. Fair enough. Was that in the same year of his accident at your house?

A. That was prior.

Q. Same year, though?

A. You know, probably -- I believe it was. I believe it was.

Q. Carolyn seemed to think the apple tree cutting was sometime in May of that year.

A. You know, she was probably right. It was before the pine tree.

Q. The evergreens or --

A. Well, I call them evergreen, pine tree.

Q. Same thing. Right. Before Paul's accident?

A. Yes.

Q. Right. Okay. So according to you, sometime in May 2011 when the apple tree was being cut down by Dave, Paul was also there to help and he used it to cut the stump?

A. The stump, the tree stump.

Q. Down lower?

A. Yes.

Q. Okay. And that's the only time -- So the only time you ever saw Paul use a chain saw before his accident in June 2011 was the one time at your house when he cut the stump off that apple tree?

A. Yes. He got the stump lower to the ground.

Q. Is that true? What I just said, is that true? I will say it again because you interrupted me

by adding on. Let's just answer what my question is.

Okay. My question is: The only time you ever seen Paul use a chain saw before his accident at your house in June 2011 was when he cut the stump down a little bit lower from the apple tree that was at your house in May of 2011?

A. Yes. The one David Gagnon cut down and he got the stump down lower, yes.

Q. Is what I just said true?

A. Yes. Yes.

Q. All right. Because you keep adding. Just answer -- If you don't understand my question, I will reword it, but try to answer what I am asking instead of adding on to what my question is, all right?

A. Okay.

Q. Got me?

A. Yeah.

Q. Did you see Paul doing anything with the use of the chain saw that you thought dangerous or unsafe before his accident?

A. No.

Q. Did you know that Paul -- and I'm not sure he was but I have to ask you. On the day of Paul's injury at your house in June 2011, you know, with Dave

there, do you know if Paul was ever even using the chain saw that day?

A. No.

Q. Do you know? You don't know?

A. I don't know if he was using the chain saw.

Q. That's what I am asking. Okay. Let me ask you a couple questions and today -- Well, let me ask it this way: When is the last time you spoke or saw Paul?

A. Probably three weeks ago in a grocery store.

Q. Did you speak to him or just see him?

A. Said hi.

Q. Did he say hi to you?

A. Yes.

Q. Was that it?

A. Correct.

Q. Did you see him carrying anything?

A. No.

Q. Okay. Did you see him do anything that would suggest he wasn't having problems with his arm that he cut in this chain saw accident at your house in 2011?

A. I did not see him doing anything but walking with his mother.

Q. Okay. Before Paul's accident in June 2011 at

your house, were -- did you consider him a friend, just a friend of your stepson's? How did you -- What was his status with you?

A. I considered him a friend of my stepson.

Q. Okay. So more of an acquaintance to you then? He wasn't somebody you'd socialize with outside of your son or something then?

A. Correct. If he wasn't around for my son, he didn't come around.

Q. So he wasn't like your buddy or anything?

A. No. No.

Q. Okay. So you were on good terms with him because he was obviously on good terms with your son before this accident occurred, right?

A. Yes.

Q. Did that change at all at least in your mind? Now Dave has spoken his peace so we don't even need to go into what Dave thinks, but in your mind has your feelings about Paul changed today versus before his injury at your house?

A. Yes.

Q. Okay. Good, bad, indifferent, what?

A. Well, I think he is a fibber.

Q. Okay. Fair enough. You are just being

honest. Okay. Why do you think he is a fibber?

A. You know, it should be cut and dry. I mean, it was an accident.

Q. Right. All right.

A. And that's all I know.

Q. Is it -- So I am reading into this, you can tell me if I am wrong, but is it because a lawsuit was filed; is that why?

A. Duh. Yes.

Q. Well, listen, I have to ask these questions, sir. Let me just go through this and make it easy for me, all right?

A. I'm sorry. Yes.

Q. You are making it hard. The fact that a lawsuit was filed and you are part of that lawsuit has that made you feel that he is a fibber?

A. Well --

Q. Or I am trying to find out.

A. Basically, since the lawsuit was filed and, you know, it wasn't cut and dry, I just probably don't want nothing to do with him now, so.

Q. Okay. So let me -- again, I have -- because some of the words you have used, I have to ask you about it. Do you feel he is a fibber or you just

don't like the fact that he filed a lawsuit against you?

A. I don't like the fact that he filed a lawsuit.

Q. Okay. So fibber meaning liar, you are not calling him a liar?

A. No. No. No. I'm sorry. Just because he filed a lawsuit.

Q. All right. So let me -- Again, I got to clear that up now. Do you believe in your mind that Paul is a fibber or a liar or don't you know?

A. I don't know.

Q. Okay. And I meant more about this lawsuit obviously. You don't know if he is lying or fibbing about the lawsuit because you don't know what happened, right?

A. Yes.

Q. Fair enough?

A. Yes.

Q. Okay. So you would not characterize him as a fibber for filing the lawsuit because you don't know if he is or not, true?

A. True. True. Yes.

Q. Before the accident occurred at your house in

June 2011, did you believe Paul was a credible, honest soul, person?

A. Yes.

Q. Okay. Did you have any reason to believe that he would fib prior to this accident?

A. No.

Q. Okay. All right. Have you heard -- Well, let me put Dave aside for a minute. Other than through Dave, have you heard that Paul was trying to make more out of this accident than was warranted other than -- I'm sorry. Let me --

MR. BARCH: Other than David or his attorney.

BY MR. MAST:

Q. Yeah. Other than through Dave or Dave's attorney or your attorney I guess, have you heard either from Paul or anybody else --

A. No.

Q. -- something to the effect that Paul was trying to make more out of this claim or accident than he should?

A. I have not heard nothing, no.

Q. Okay. Have you ever heard Paul suggest since his accident that he was trying to get people to say things to make this case worth more than it is?

A. No.

Q. Have you ever heard Paul since his accident or anybody -- Strike that.

Have you ever heard Paul since his accident ever suggest that he may never have to work again in his life or he is going to be able to be rich or anything like that, those issues, since this accident?

A. No.

Q. Okay. Have you heard those through Dave?

A. No.

Q. Dave has not even told you those things that Paul has said supposedly?

A. David has told me that he is not telling the truth.

Q. Okay.

A. That's what he told me.

Q. All right. So Dave told you Paul is not telling the truth about the accident.

A. Correct.

Q. But has Dave ever told you since the accident that Paul was trying to get him to lie or get him to say things so that they can retire?

A. Dave --

Q. Hold on. Let me finish the question -- so he can retire or make a lot of money out of this case? Has he said that?

A. No. Dave has never told me that.

Q. Okay. Okay. So I just want to make one other question on that just to make sure I covered everything.

Is it fair to say then other than maybe through your attorney you have never heard any allegation or suggestion whether by Paul or anybody else, Dave, Paul, anybody, that Paul was trying to make more out of this case than was justified and/or trying to get people to talk in favor of him in return for anything? Have you ever heard those things?

A. Other than David's comments or maybe my attorney a little bit, I haven't heard nobody else say a word.

Q. Okay. Including Paul, correct?

A. Oh, yeah.

Q. Okay. So what did Dave tell you in that regard?

A. Dave was saying that somehow the accident happened different than when the way Paul was describing it.

Q. Okay. And that's not quite what I asked so let me go back because we are going to get into that. Okay.

Let me -- My question was framed more to other than your attorney, have you heard from anyone including Paul, including Dave, anyone, that Paul was trying to get people to fabricate or lie to his favor in this case or to help him recover in this case?

A. No. Nobody told me that.

Q. Not Dave, not Paul, nobody, right?

A. The only thing I am saying is the question you are asking me is the same question I am saying is if it's got to pertain to the accident, David didn't agree with the way Paul stated the accident happened. Other than that --

Q. And I understand there is two versions of the accident. I understand that.

A. Correct.

Q. My question was different, though. My question was: Have you ever heard, other than through your attorney, that either Paul or Dave suggested that Paul was wanting people to lie for him or to fabricate anything?

A. Other than Dave and my attorney, no. Nobody

has told me anything about --

Q. I am including Dave in that. What did Dave tell you about Paul wanting him to fabricate or lie? Did he say that?

A. As far as Paul telling David to change the story or fabricate?

Q. Yeah. Did he do that?

A. David never mentioned it to me like that, no.

Q. Okay. So all right. So let me say the question again then. Is it fair to say, and putting your attorney's comments to you aside, okay, I am not asking you about your attorneys, but with regard to anybody else, you have never heard anyone suggest that Paul was trying to get Dave to lie, fabricate about this case, fair enough?

A. Yeah.

Q. Okay. You never heard that?

A. No.

Q. All right. As I understand it, there are two evergreens in your backyard back in June 2011 that you guys wanted cut down so you could put a storage shed back there, right?

A. Yes.

Q. Okay. And as I understand it, I don't

remember if it was you or your wife, but one of you asked Dave to do that work -- help with that work, right?

A. Yeah. Knock some lower branches down.

Q. Right. Who asked him to do that?

A. You know, I don't remember.

Q. Okay. It was either you or your wife?

A. Correct.

Q. And I think your wife said she was going to pay Dave something for his gas or whatever, right?

A. Basically, she'd give him a pair of pants. I don't know. They are always mothering the son, you know.

Q. Right. So what their arrangement was as far as money or --

A. Some kind of gift.

Q. Listen, you are going to make this last twice as long as -- I'd like to get you in and out of here as quick as possible but because I have to keep repeating the question, it's going to make it difficult so I am just trying to tell you we can probably get out of here real quick but I am going to have to keep backing up. So let me try to move forward but let me finish my question, okay?

A. Uh-huh.

Q. All right. So whatever the arrangement was between Carolyn and Dave as far as what he would get in return for doing this work, you don't know; fair enough?

A. Yes.

Q. Okay. And what was Dave's experience, if you know, in use of a chain saw before this accident with Paul at your house?

A. Stuff I have heard, a project he worked on through the course of me living there and physically seeing him prune the trees on the property with a chain saw.

Q. Okay.

A. That's about the extent of it.

Q. With a chain saw?

A. Correct.

Q. With your chain saw?

A. No. We didn't have it then.

Q. Okay. With his chain saw on his property?

A. No. Back when David lived at the house.

Q. With you?

A. On our property when David lived there --

Q. Right.

A. -- I don't know where he got the chain saw but he had a chain saw and he done some pruning on the property and that I have seen him do.

Q. Okay. Okay. And how often was that? Just the one time or was it repeatedly?

A. I would say a handful of times.

Q. Okay. Over the course of several years?

A. Yeah. Correct.

Q. And that was while he was living with you?

A. Yeah.

Q. And that's the only time you have known him to use a chain saw other than in 2011?

A. This goes back in, you know, in say in the mid '80s, in the '90s, you know, whenever he would go around the yard and prune stuff up with the chain saw.

Q. Did you have a chain saw at the house at that point?

A. Not mine. You know, he might have borrowed one from a friend or he might have had one. I don't know.

Q. Okay. In 2011 other than the two evergreen trees he was going to take some of the branches down off of, did he do -- did Dave do any other work with the chain saw on your property in that year?

A. Cut the apple tree down.

Q. Okay. Anything else?

A. No.

Q. Okay.

A. You know, he did a little chain saw work. No. That was about it. That was about it that I remember.

Q. Okay. So the apple tree and the two evergreens, those are the only chain saw work he was doing at your house in 2011, correct?

A. That I remember. You know, I'm trying to remember because I know Paul took some scrap from the front yard from a maple tree.

Q. Yeah. Your wife said just to --

A. And --

Q. Go ahead.

A. And I don't remember if he used the chain saw to cut them pieces up a little further but I don't remember that.

Q. What your wife said was a tree company took that tree down.

A. Yes, they did.

Q. Let me finish. And left some stumps or sections and Paul and Dave cut those sections up so

Paul could have firewood. That's what she said.

A. I --

Q. You don't know?

A. I know Paul took the wood, the bulk of the wood.

Q. Who cut it up, you don't know?

A. No.

Q. Okay. So the only time you know that Dave used a chain saw on your property in 2011 was the two evergreens that he was cutting branches off at the time Paul was hurt and the one apple tree?

A. Yes.

Q. Okay. I think Paul's accident was June 28, 2011. Do you know that to be true or not?

A. You know, it sounds -- but I don't know.

Q. Do you know what day of the week it was?

A. No.

Q. Okay. You were retired so you would have not been working. Would you have been home at the time?

A. Yes.

Q. What were you doing at the time of Paul's injury?

A. I was in the house.

Q. Doing what?

A. Watching TV.

Q. Okay. Was that -- Do you know about what time Paul's accident occurred that day?

A. I don't remember.

Q. If you were watching TV when his accident occurred, would that have been pretty much what you were doing for most of the day prior to leading up to his accident or were you doing other things in the house?

A. I was in the house. I am trying to remember -- I might have walked around a little bit, you know, and then I was in the house.

Q. Did you ever go outside the house while Paul and Dave were in the backyard working?

A. No.

Q. So would it be fair to say that day of Paul's accident before his injury, you don't know who was doing what type of work, where, when or how?

A. That's true.

Q. Okay. And you never viewed at any time prior to Paul's injury what they were doing back there in the backyard, correct?

A. That's correct.

Q. Do you know what -- I know that you said Dave

was going to cut down some limbs from the two evergreens, right?

A. Yes.

Q. And I think Carolyn then said ultimately once the limbs were down, you were going to have the tree company come out and cut the big base of the tree down, right?

A. Yes.

Q. So Dave's task was really just to take the branches off the base of the tree, right?

A. Yeah.

Q. All the way up?

A. No. No. It was too high.

Q. So just up to a certain level?

A. Yes. Yes.

Q. Okay. How high, do you know?

A. You know, I want to say, I don't know, 15, 20 some feet. You know, I don't know. It was tall trees. That's all I am saying.

Q. And the limbs at the bottom are bigger than the limbs at the top, right?

A. Yes.

Q. How wide -- if you have an estimate, how wide are the limbs, the branches, coming off the evergreens

at the bottom of the trees?

A. Oh, they had to be -- in the base of it had to be, I don't know, four or five feet, something like that.

Q. How wide around?

A. Oh, wide around, inch and a half in diameter.

Q. Okay. All right. And do you have any idea of how many total branches needed to be cut down by Dave?

A. No.

Q. Okay. Was it more than 20?

A. Oh, yeah. Probably.

Q. There was a lot of them?

A. Probably, yes.

Q. Do you know when he started this work in relationship to the day of the accident?

A. The day before.

Q. Okay. Do you know how many hours he worked the day before?

A. Maybe an hour and a half, a couple hours I think. I really don't remember.

Q. Okay. So after working the day before, there would have been branches already on the ground, right?

A. Correct.

Q. And did you know Paul was coming over to help out?

A. No.

Q. Did you know who invited him over?

A. No.

Q. Okay. Did you even know he was on your property when --

A. Yes.

Q. Let me finish the question. Did you even know Paul was on your property by the time he got hurt?

A. Yes.

Q. How did you know he was on the property?

A. Because I seen him out in the yard. I petted his dog.

Q. You mean when he arrived?

A. Sometime through the course when he was there.

Q. Oh, because I asked you before if you ever saw them work during the process of their work and you said no, so.

A. I didn't see them working but I petted his dog.

Q. Oh, so you knew he was there because his dog

was there?

A. Yes.

Q. You didn't know he was there by seeing him?

A. Yes. I seen him on the property.

Q. All right. When he got there or during the course of the day?

A. I don't know when the exact time he arrived but I looked out in the yard and there was him and his dog.

Q. Okay. And did you go outside when you saw him there?

A. Maybe I was outside or something. I don't remember coming in and out but --

Q. This is what I am trying to understand, you said you never saw what they were doing.

A. Right.

Q. Paul and Dave, so I am assuming what did the dog come inside and that's when you petted him or when did you pet the dog?

A. They were working behind the garage and I didn't go behind the garage where they were working but if you come up to the back -- the back of the house, before you go around the garage, that's where I saw David, Paul and the dog. I went outside, petted the

dog, said hi to Paul and I went back in the house.

Q. All right. So you were only outside a minute or two?

A. Yeah. Not long.

Q. Okay. And you went out there specifically to pet the dog and say hi to them or for some other reason?

A. You know, I might have been taking out a bag of trash. I don't remember.

Q. Okay. And where you saw Paul and Dave, were they engaged in the tree work at the time or had they taken a break? What were they doing?

A. No. No. Just chitchatting.

Q. Okay. So this is before they began work that day, during the midst of their work, do you know?

A. I couldn't tell you.

Q. Okay. What time was this, do you know?

A. No. I don't remember.

Q. Do you know how long Paul was at the property already by the time you went back to pet the dog and say hi to him?

A. No.

Q. Okay. Where you saw them was that in the area that they would have been working to cut the tree

down --

A. No.

Q. -- or was that somewhere else?

A. It was in -- It was like by the driveway and the work was in the back of the -- towards the back of the yard. They were in the -- by the -- say around the back door of the back porch.

Q. Of the house.

A. Correct.

Q. Why were they there in relationship to the work they were doing? Do you have any idea?

A. No. I don't know what they were doing. They were standing there talking and the dog was sitting there.

Q. All right. Your wife was inside?

A. Yes.

Q. Did you know your wife ever to go outside while they were working that day?

A. She might have -- Go ahead.

Q. Did you know if your wife was ever outside that day of Paul's injury before his injury?

A. I don't keep track of her.

Q. So the answer is you don't know?

A. I don't know.

Q. Okay. All right. So when you went outside, you met up with them kind of at the rear of the house?

A. Yes.

Q. But they were not engaged in the work at the time, right?

A. Right.

Q. And you pet the dog and went back inside?

A. Yes.

Q. Okay. And that's the extent of your time outside the house prior to Paul's injury to your knowledge?

A. Yeah.

Q. Okay. So you don't know who was doing what that day, when and how, fair enough?

A. Yes. I don't know.

Q. As far as Dave and Paul, you don't know who was doing what -- whose tasks were what tasks or what they were doing, fair enough?

A. I don't know. I don't know.

Q. Is that fair enough then?

A. That's -- I don't know. Correct.

Q. Okay. What is your first knowledge or notice of Paul's accident then?

A. I heard some commotion and I ran outside and

they were getting in the vehicle to go to the -- to get patched up.

Q. To go to the hospital?

A. Yeah.

Q. Okay. So was Paul's arm already wrapped?

A. You know, I am trying to remember if my wife was getting him a towel or something like that. I don't know but all I know is they were beelining it for the -- a vehicle.

Q. Okay. So they were on their way from the house to the car?

A. Yeah. Yeah. So I might have caught a glimpse of them by the back door going to the -- I am trying to remember and then something about -- oh. Yeah. I did hear him say from the vehicle please watch my dog.

Q. Okay. Paul said that?

A. Yes. Yeah.

Q. It was Paul's dog?

A. Yes and I believe he was already in the vehicle when he yelled out the window that.

Q. Okay. So they were already basically gone --

A. Yeah.

Q. You didn't have a chance to talk to them,

right?

A. I did not talk to them.

Q. So by the time they were leaving for the hospital in the car that you saw, you didn't know what happened other than there must have been some injury?

A. Correct.

Q. Did you know who was injured?

A. Yes. Paul.

Q. How did you know that?

A. My wife said Paul is injured.

Q. Did she say how he got injured?

A. No.

Q. Okay. After he left, Paul left with Dave to the hospital, when did you next see Paul and Dave?

A. When they came back from the hospital.

Q. How many hours later?

A. It seemed like three, four.

Q. And did you speak to Paul and Dave?

A. Yeah.

Q. What did they say?

A. Well, they weren't talking too much. I asked Paul how he is feeling. He said I am a little sore and I asked David, you know, and Dave says not too good. You know, he says -- weren't in a very talkative mood.

Q. Not too good meaning Paul wasn't too good or what?

A. Well, Paul basically just came back and he -- I am trying to figure out how he got home. Maybe Mike --

Q. I am not evening asking that right now.

A. Okay.

Q. My question is: What did Paul and Dave say when they arrived home at the hospital? You said Paul said I am sore. Then David --

A. David really wasn't talking at all.

Q. Did either of them discuss how the accident occurred with the chain saw?

A. No. No.

Q. How long were they back at the house? Short -- Were they only there for a short period of time?

A. Yes. Yes.

Q. And did they both leave again?

A. I am trying to remember how he got home.

Q. I'm not asking how anybody got home. I am asking once they arrived home with Paul and Dave, they then left again or don't you know that?

A. You know, I don't remember if he came back to

our house or he came back to his house.

Q. Who is "he"? Who, Paul?

A. After the emergency room.

Q. Who?

A. Paul.

Q. Who is "he"? Okay.

A. I don't remember if he came back to our house or I don't remember if David drove him directly home to his house. I don't remember that. I am trying to remember that.

Q. Okay. All right. So when -- You would not have talked at least --

A. Wait a minute. I do remember now. He did come back to our house and I asked him how you doing and he says okay. And then --

Q. Who is "he"? I don't know who you are talking about.

A. Paul, the guy that got hurt.

Q. Paul said I am okay?

A. I asked him how are you doing? Paul said I am okay.

Q. Okay. Did he say anything else?

A. No.

Q. And then what did Dave say?

A. Dave didn't really talk.

Q. Okay. How long did they stay home?

A. A minute or something. He was collecting on the dog.

Q. Okay. Then what did they do?

A. Let's see. Mike McArtor picked the dog up. Maybe he took Paul, too. I don't remember.

Q. All right.

A. I don't remember.

Q. At least what Carolyn says is that Dave and Paul drove away to fill his prescription and then Dave came back alone.

A. You know, they could have. They could have.

Q. So you don't know that?

A. Right.

Q. Okay. All right. So by the time Dave returned home, whether Paul was with him or not, you don't know?

A. I don't know.

Q. Okay. Did Dave tell you -- now this is still the same day of the accident? Did Dave tell you how the accident occurred?

A. No.

Q. Has Dave ever described for you how the

accident occurred?

A. Yeah.

Q. When? First time.

A. Probably a day or so later.

Q. What -- So a day or so after the accident, Dave had a conversation with you?

A. Yeah.

Q. What did he say?

A. He says -- How did it go? He stuck his arm --

Q. Who is "he"? I need names so I know who you are talking about.

A. Hang on. Hang on. He said that Paul stuck his arm --

Q. Wait. Stop. Dave said that Paul --

MR. BARCH: Try to use names when you are referring to the people. That's all he is asking.

THE WITNESS: Okay. David said that when working with Paul, somehow Paul did something wrong and got his arm cut.

BY MR. MAST:

Q. Did he explain what he did wrong?

A. No. He really didn't.

Q. Did he say that he got his arm cut on the

chain saw?

MR. BARCH: "He," David?

MR. MAST: You got me.

THE WITNESS: David said he got his arm -- Paul got his arm cut on a chain saw.

BY MR. MAST:

Q. But David didn't specify how or what he did to get cut?

A. No. No.

Q. Okay. Did Dave ever specify to you at any other conversations about what Paul did and why it caused him to get cut by the chain saw?

A. No.

Q. So other than that first conversation with Dave where he just described generally that Paul did something wrong to get cut --

A. Yeah.

Q. -- did you have any other conversations with Dave about how the incident occurred?

A. No.

Q. Was that the only time?

A. Basically, yeah.

Q. Okay. Dave never got more specific than that?

A. No.

Q. All right. So any time you have talked to Dave it's always been, well, Paul did something wrong to get cut but he didn't specify anything more than that?

A. No.

Q. Is that correct?

A. Yes. He didn't want to talk about that, and he wasn't --

Q. Is that correct what I just said?

A. Correct.

Q. Okay. Did you ever talk to Paul about how the accident occurred?

A. No.

Q. Since the accident, have you ever talked to Paul?

A. Yes.

Q. How many times?

A. Maybe -- I am trying to think here. That may be once since the accident happened I have seen him in the grocery store.

Q. Is that the one you talked about earlier today?

A. Correct.

Q. Where you just said hi to him?

A. Correct.

Q. So since Paul's accident at your house with the chain saw, you have only spoken to him once and that was at the supermarket when you said hi to him and he said hi to you and that was it, right?

A. You know, I think he did come over. I don't remember. I think he did come over and I asked him, you know, how you doing or something like that and it was probably a week or so after.

Q. Okay. Let me go back then. My question was how many times have you spoken to Paul since the accident. Your answer is twice, right?

A. Probably twice.

Q. Okay. The first time is one week after the accident where Paul came over to the house, correct?

A. Yes.

Q. And who was present?

A. My wife.

Q. Okay. And Paul?

A. Yes.

Q. Okay. And what -- How long was Paul there?

A. A couple minutes with his dog.

Q. And what did Paul say to you or either of

you?

A. Well, you know, basically said I am going along. Everything is fine and, you know, my wife said how you doing and exchanged pleasantries and that was about it.

Q. Okay. Now, this is kind of what I'm wanting to find out. Paul has obviously -- at least to me obviously, has had some follow-up treatment and has had some difficulties with his arm because of this accident. Okay. Are you aware of that or not?

A. I have heard that, yes.

Q. Okay. So when you say a week afterwards that he said I am doing fine, are you saying that everything is great? He is not having --

A. Well, he seemed to be --

Q. Let me finish the question. Are you saying that he related to you that everything is great, he is having no problems or was he just trying to exchange pleasantries and say yeah, everything is okay?

MR. BARCH: I just object to the form of the question but go ahead if you understand it.

THE WITNESS: When the guy said he is fine, I thought he was healing well and meant I am doing fine.

BY MR. MAST:

Q. Okay. Did he describe for you what he meant by fine other than use the word --

A. No. No. No.

Q. -- other than use the word fine in response to your inquiry?

A. No. He didn't describe fine.

Q. Okay. Did he say I am pain free?

A. No.

Q. Did he say I am back to normal or anything in that regard?

A. No.

Q. Okay. Did he ever describe for you, again Paul, how the specifics of his accident occurred?

A. No.

Q. After that couple minutes at your house, he left and you only saw him one other time, that was at the supermarket where you exchanged hi's and that was it?

A. Yes. Yes.

Q. And that was the one you described earlier on in this deposition when you met him at the grocery store?

A. Yes.

Q. Okay. And you never spoken or talked to Paul other than those two times since the accident, correct?

A. Yeah.

Q. All right. I think I am -- Oh, wait. I wanted to ask you since I got these photographs, I might as well get these marked. I will just mark one of them because they are all the same.

(Whereupon, Deposition Exhibits 1, 2 and 3 were marked and dated.)

BY MR. MAST:

Q. Okay. I just marked three exhibits. The first one is a photograph we took today of the chain saw that's on the table in front of you, correct?

A. Uh-huh.

Q. Yes. I need you to verbalize the answer yes.

A. Yes.

Q. Okay. Is that the chain saw you have talked about over the course of your deposition today? That's the chain saw that Dave was using at the time of Paul's accident?

A. Yes.

Q. And that's the chain saw that you purchased

earlier in the year new from Menards, correct?

A. Yes.

Q. Okay. And Exhibit 2, is that a true and accurate copy of the manual for that same chain saw you purchased?

A. I believe so.

Q. And Exhibit 3 I believe is some additional paperwork that came with it as well as the receipt on the top, correct?

A. I assume so, yes.

Q. Well, take a look. I need you to make sure. Is that what that is? Just take a look through all of those documents in Exhibit 3 just to make sure those were all documents that came with the purchase of the chain saw.

A. Yes. They came with the chain saw.

Q. So all of the materials, Exhibit 2 and 3, all those materials came with the purchase of the chain saw, correct?

A. Yes.

Q. Okay. And they are all accurate copies of those documents, correct?

A. Yeah.

MR. MAST: Okay. Thank you. That's all I have.

MR. ACCARDO: I do not have any questions.

EXAMINATION

BY MR. BARCH:

Q. Just earlier when Mr. Mast was asking you about what you knew about Dave's experience with a chain saw, you mentioned that he did some pruning of trees. You saw him do that around your home?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. Then you also said you heard some stuff about him using chain saws?

A. Yes.

Q. And when you say you heard some stuff about him using chain saws, what were you referencing?

A. I was referencing to him through the course of the years when he was living there when I was living there when he was out helping friends and coming back home and saying something like I did some work for -- pruning some trees on some people's property or, you know, helping a friend out.

Q. Okay. So -- And to the extent David may have had some experience with a chain saw away from your home, you wouldn't know about that, you weren't there;

is that fair?

A. True.

Q. And at any time prior to Mr. Dulberg being injured on June 28, 2011, did you have any reason to be concerned about the manner or method that David was using the chain saw?

A. No. I had no concern.

Q. At any time that day or the day before, did you go out there and tell him how you wanted him to use the chain saw?

A. No.

Q. Did you tell him how you wanted him to go about tending to the trees, the pruning of the trees?

A. No.

Q. Is it fair to say that you left all the cutting and the decisions on what to do and how to do it up to David?

A. Yes.

Q. And with respect to what David and Paul may have talked about, if anything, that day, how they were going to go about using the chain saw, what they were going to do with respect to those trees, you weren't part of any of that?

A. True. I was not part of any of it.

MR. BARCH: That's all I have.

MR. ACCARDO: I don't have anything.

MR. MAST: All right.

MR. BARCH: We are going to -- We are just going to reserve. Carolyn is going to look at her transcript. I will give you a chance to read it, too, before it's final.

THE WITNESS: Okay.

(FURTHER DEPONENT SAITH NOT.)

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.	)	

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

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.

I further certify that I am neither counsel for nor related to or employed by any of the parties to this action and that I am not a relative or employee of any counsel employed by the parties hereto or financially interested in the action.

Paula Ann Erickson
Certified Shorthand Reporter
Registered Professional Reporter
License No. 084-003899
Notary Public

Dated this 9th day of April, 2013.

B18 (Official Form 18) (12/07)

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 Hayden Court
Mt Horny, IL 60051–7918

Social Security / Individual Taxpayer ID No.:
[illegible] 1001

Employer Tax ID / Other Nos.:

DISCHARGE OF DEBTOR

It 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

[illegible] 2016

[illegible]
United States Bankruptcy [illegible]

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

CURRICULUM VITAE

NAME: Bobby L. Lanford

TITLES: PhD; Associate Adjunct Professor, Auburn University; Adjunct Professor, Clemson University

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Camp Hill, AL 36850

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

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 Weyerhauser 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

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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1 Major professor.
2 Major professor during graduate studies of first author.

of permanent plots. Ph.D. Dissertation, State University of New York, College of Environmental Science and Forestry, Syracuse, NY, 438 pp.

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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 Agent of CAROLINE McGUIRE and BILL McGUIRE, and CAROLINE McGUIRE and BILL McGUIRE, Individually, Defendants.	)	Case No. 12 LA 178

The deposition of

DR. SCOTT SAGERMAN

October 15, 2013

Reported by:
Jill S. Tiffany, CSR

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The deposition of DR. SCOTT

SAGERMAN, taken before Jill S. Tiffany, CSR, a notary public within and for the County of Lake and State of Illinois, on October 15, 2013, at the hour of 9:24 a.m., at 515 West Algonquin Road, Arlington Heights, Illinois.

APPEARANCES:

MR. ROBERT LUMBER, of the
Law Offices of Thomas J. Popovich, P.C.
3416 West Elm Street
McHenry, Illinois 60050,

appeared on behalf of plaintiff;

MR. PERRY A. ACCARDO, of the
Law Office of Steven A. Lihosit
200 North LaSalle Street, Suite 2650
Chicago, Illinois 60601,

appeared on behalf of Defendant David Gagnon;

MR. RONALD A. BARCH, of the firm of
Cicero, France, Barch & Alexander, P.C.
6323 E. Riverside Boulevard
Rockford, Illinois 61114,

appeared on behalf of Defendants Caroline McGuire and Bill McGuire.

I N D E X

WITNESS:

DR. SCOTT SAGERMAN

EXAMINED BY:	PAGE
MR. ACCARDO	4
MR. BARCH	52, 61
MR. LUMBER	59, 62

EXHIBITS:	
No. 1	5

(Exhibit No. 1 was marked for identification.)

DR. SCOTT SAGERMAN,

called as a witness and having been first duly sworn under oath, was examined and testified as follows:

E X A M I N A T I O N

BY MR. ACCARDO:

Q. Doctor, could you please state your name and spell it for the court reporter?

A. Scott David Sagerman, S-A-G-E-R-M-A-N, M.D.

MR. ACCARDO: Let the record reflect this is the discovery deposition of Dr. Scott Sagerman taken pursuant to notice, taken in accordance with the Rules of the Circuit Court of McHenry County, the Rules of the Supreme Court of the State of Illinois and any other applicable Local Court Rules.

Q. Good morning, Dr. Sagerman. I'm going to be asking you some questions today about a patient of yours by the name of Paul

Dulberg, okay?

A. Yes.

Q. You've given depositions before?

A. Yes.

Q. You're familiar with the ground rules governing depositions?

A. Yes.

Q. Now, we've been tendered a copy of your C.V. which we've marked as Exhibit No. 1 for identification. Is that relatively current and up-to-date?

A. Yes.

Q. And what kind of doctor are you?

A. Orthopedic surgeon.

Q. And do you have a specialty within the orthopedic field?

A. Yes.

Q. And what is that?

A. Hand and upper extremities.

Q. And you're currently affiliated with Hand to Shoulder Associates?

A. Yes.

Q. And that is in Arlington Heights, Illinois?

A. Yes.

Q. And that's where we're located today; is that correct?

A. Yes.

Q. Now, do you have any independent recollection of Paul Dulberg?

A. Somewhat.

Q. You have your chart here today for Mr. Dulberg; is that correct?

A. Yes.

Q. And what you have in front of you, does that comprise your entire chart for Paul Dulberg?

A. I think he had a Volume 1 chart from previous treatments in 2003 and 2004. I don't have that whole chart, but I have the typed office notes from that chart.

Q. Okay. And then in regards to this accident or care and treatment starting in 2012, you have your complete chart for Mr. Dulberg; is that correct?

A. Yes.

Q. Feel free to refer to your records and your notes when you need to. Now, the

accident that we're here to talk about took place on June 28th of 2011. And it looks like Mr. Dulberg first came to see you on February 27th of 2012?

A. Yes.

Q. And he was referred to you by a Dr. Frank Sek; is that correct?

A. I'm not sure. Dr. Sek was the addressee of my correspondence from the first office note.

Q. Do you know what kind of doctor Dr. Sek is? Is he an internist?

A. I don't know. But Mr. Dulberg had been to my office before that when he had treatment in 2003 and 2004.

Q. Right. Let's talk a little bit about that 2003 and 2004 treatment. What did he come to your office for generally?

A. He came for a left arm condition of cubital tunnel syndrome.

Q. And what is cubital tunnel syndrome?

A. Ulnar nerve dysfunction due to compression at the elbow.

Q. And what is the ulnar nerve?

A. The ulnar nerve is one of the main peripheral nerves in the arm that passes behind the elbow in a region called the cubital tunnel before it extends down to the inner side of the hand to provide sensation and motor function to the muscles.

Q. Generally what were Mr. Dulberg's complaints in relation to his left arm when he came to see you back in 2003, 2004?

A. Numbness and tingling in the ulnar nerve distribution of the left hand.

Q. And what is the ulnar nerve distribution of the left hand?

A. The inside of the hand, the ring and small fingers especially.

Q. And is there an indication from those records from 2003 and 2004 as far as the onset or triggering event for those symptoms that Mr. Dulberg complained of back then?

A. He said it was following a motor vehicle accident which occurred in March of 2002.

Q. Did he describe to you at all how that accident happened or explain any type of the mechanism of that particular injury or those symptoms that he was claiming?

A. I don't recall, and those are not reflected in my notes.

Q. And what would be some common causes of cubital tunnel syndrome?

A. Well, the cause is compression on the nerve which may arise spontaneously. But there are some other factors that can contribute to it or cause it such as a direct injury to the vicinity of the nerve, or sometimes strenuous manual activities can contribute to the nerve compression.

Q. Can repetitive use -- typing, using the computer, using a mouse, anything like that -- can that cause cubital tunnel syndrome?

A. No, I wouldn't think so; not those type of sedentary activities.

Q. When you said a direct impact to the vicinity of the nerve, where are we talking about? We're talking about over the

elbow?

A. Yeah. It's the inner side of the elbow, toward the back where the nerve runs behind the joint.

Q. And you performed a couple of procedures to correct that cubital tunnel syndrome on Mr. Dulberg back then?

A. Yes.

Q. And were those procedures successful as far as you know?

A. I think so.

Q. So now when he first came to see you in February of 2012, what did he come to see you for?

A. For a right arm laceration of the forearm from a chain saw accident which occurred June 28, 2011.

Q. Did he tell you at all or give you any description of how this chain saw accident occurred?

A. No, not specifically.

Q. And I'm looking -- I'm referring to your February 29th letter to Dr. Sek. Mr. Dulberg indicates that he developed symptoms

of numbness in the small finger with weakness; is that correct?

A. Yes.

Q. Is there any indication as to when those symptoms started? Was it something that was immediate? Did it take some time?

A. I don't know.

Q. Did Mr. Dulberg ever provide you with any records from the emergency room shortly following this particular accident or did your office ever obtain any?

A. No, I don't believe so.

Q. His past medical history indicates remarkable for arthritis and cervical disc disease. Is the arthritis, would that have been located in the neck?

A. I don't know. He didn't specify.

Q. He was on some medications when he first came to see you?

A. Actually, he did specify degenerative discs in the neck. And the medications were naproxen, paroxetine, tramadol, cyclobenzaprine.

Q. Did he ever indicate to you that

he ever experienced any symptoms relating to the degenerative disc disease in his neck?

A. Well, he said he had neck pain on the health information form that he filled out that day I first saw him.

Q. He didn't go into any more detail about that?

A. No.

Q. The medications, naproxen, what is that for or what is that medication?

A. That's an anti-inflammatory medication used for typically pain symptoms related to inflammation.

Q. And how about tramadol?

A. That's another type of analgesic pain medicine.

Q. And fluoxetine?

A. I don't know. He indicated that it was for depression.

Q. And cyclobenzaprine?

A. He said it was for muscle spasms.

Q. Now, you performed an examination when Mr. Dulberg first came to see you; is that right?

A. Yes.

Q. And what were the results of that examination?

A. The right forearm showed a 7 centimeter transverse scar at the ulnar aspect of the mid forearm.

Q. And what area are we talking about there?

A. The inner side of the forearm between the elbow and the wrist. There was local tenderness and sensitivity to percussion with a positive Tinel's sign and paresthesias radiating into the small finger.

Q. What is a positive Tinel's sign?

A. Tapping or percussion over a peripheral nerve will elicit symptoms of sensitivity or shooting pain or electric shocks indicating nerve injury or nerve dysfunction.

Q. Is that a subjective or an objective finding?

A. Subjective.

Q. And then going on with his examination?

A. There was also sensitivity of the cubital tunnel region.

Q. And we're talking about on the right side; is that correct?

A. Yes.

Q. And you already talked about when he came to see you previously in 2003, 2004 about the cubital tunnel region of his left arm; is that correct?

A. Yes.

Q. And as far as --

A. I'm sorry, you said about the left arm?

Q. Right. Well, when he came to see you previously it was for the left?

A. Correct.

Q. And when he came to see you here it's for the right?

A. Correct.

Q. And then we get into wrist and elbow motion are unrestricted?

A. Yes.

Q. And then going on with his examination?

A. There was no atrophy. He was unable to adduct his small finger.

Q. What does that mean?

A. Bring the small finger closer to the other fingers, draw it back in. Flexion strength was grossly normal. Sensation was decreased to light touch in the small finger only with inconsistent two point discrimination.

Q. What does that mean, inconsistent two point discrimination?

A. His ability to sense one or two points on the fingertip was not consistently correct.

Q. You reviewed X-rays that were taken of his right forearm?

A. Yes.

Q. Did you review the films themselves or just the radiologist's report or both?

A. I think the films.

Q. And those appeared to be normal --

A. Yes.

Q. -- as far as fracture or anything

like that?

A. There was no fracture or foreign body.

Q. And then there was an MRI that you reviewed from February 3rd of 2012?

A. Yes.

Q. And again, would that have been the film or the radiologist's report or both?

A. The films.

Q. And that indicates that no abnormality was seen; is that correct?

A. Yes. I think I also have copies of the report of the MRI in my file, although I didn't refer to that specifically in the report.

Q. Right.

MR. BARCH: Yeah, it did come in your records.

BY MR. ACCARDO:

Q. And if I could just look -- if I could refer you to the report of the MRI, under clinical history he gives complaints or a reason why this particular MRI was taken was weakness in the fourth and fifth fingers,

is that correct, under clinical history?

A. Yes.

Q. And which are the fourth and fifth fingers?

A. I think the ring and small fingers.

Q. And also he was indicating pain in the forearm and hand?

A. Yes.

Q. And I know that the MRI came back normal. But under impression, I just wanted to ask you a couple of questions. It says that there's no forearm abnormality appreciated, but 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. What does that mean?

A. Well, nothing abnormal was appreciated on these images. And I think the radiologist is saying that the lack of an imaging abnormality does not exclude the possibility that the nerve could have been

injured.

Q. Then it goes on to state that there was no obvious tendon or muscle abnormality appreciated.

A. Yes.

Q. And it looks like your office received a copy of a nerve conduction report or nerve conduction study that was performed by Dr. Levin back in -- on August 10th of 2011? I have a copy of it if you want to take a look at it. It came in your records.

A. Oh, yes, I have it.

Q. Oh, okay.

A. This is a different exam here.

MR. BARCH: Is this March 13 of '12?

MR. ACCARDO: Oh, I'm sorry. That's the later one.

THE WITNESS: There's two.

BY MR. ACCARDO:

Q. Yes. You have both, right?

A. Yes.

Q. From August 10, 2011 and March 13, 2012?

A. Yes.

Q. All right. Let's talk about that August 10, 2011. You reviewed a copy of that report from Dr. Levin?

A. Yes.

Q. And what did that indicate?

A. No electrophysiologic evidence of diffuse neuropathy.

Q. Is that significant to you at all?

A. Yes.

Q. How so? Obviously it's a negative finding?

A. Yeah. Diffuse neuropathy would possibly be a contributing cause of nerve symptoms if it was present, but this report states that it's not present.

Q. And sort of going back to when we asked you that question about, under the impression in the MRI report, about not excluding the possibility of an ulnar nerve impingement or injury, does that -- do the results from the nerve conduction study from August 10, 2011 sort of rule that out? Does that sort of take care of that little caveat,

if you know what I mean?

A. Well, I don't think it rules it out either. I felt that additional testing was warranted to evaluate the possibility of nerve injury.

Q. Now, after taking the history and your examination and your review of the radiological studies as well as the nerve conduction study, you came up with an impression back in February of 2012?

A. Yes.

Q. And what was that impression?

A. Right forearm laceration with probable partial ulnar nerve injury.

Q. And what indications led you to come up with the impression of a probable partial ulnar nerve injury?

A. Well, he had a scar over the region of the forearm where the ulnar nerve travels. He said it was a deep laceration, so there's a possibility that the nerve was directly injured by the chain saw. And that he had symptoms of paresthesias, numbness and weakness, that could be attributable to an

ulnar nerve injury. There were findings on examination of local sensitivity and altered sensation in the distribution of the ulnar nerve that again suggests the possibility of a nerve injury.

Q. And your plan was, I think as you said before, was to send him out for some additional testing?

A. Yes.

Q. And specifically, you wanted him to go get an EMG?

A. Yes.

Q. Now, what's the difference -- he had the nerve conduction study from Dr. Levin. What's the difference between a nerve conduction study and an EMG?

A. Well, an EMG is electromyography, where the muscles are tested for signs of denervation that would indicate a nerve injury.

Q. As opposed to a nerve conduction study which is what?

A. Yes. A nerve conduction study measures the velocity of the nerve impulses

which is another way of detecting signs of a nerve injury.

Q. Why was it then that you wanted him to have an EMG if he had already had a nerve conduction study? Just because they measure two different things?

A. Yes. I think for a more complete assessment of the nerve function, an EMG in my opinion is warranted.

Q. And you first brought up the possibility of a surgery for nerve exploration pending the results of the EMG; is that correct?

A. Yes.

Q. What is nerve exploration surgery? I'm guessing it's somewhat self-explanatory, but in layman's terms if you could just sort of explain what you were talking about there.

A. A surgical procedure under anesthesia to expose the area of the presumed nerve injury to determine the extent of the injury and the need for nerve repair or other treatment if the nerve injury is confirmed.

Q. And he indicated that he would

follow up with his EMG and actually go get that; is that correct?

A. Yes.

Q. Now, you also have work status is no restriction. Did Mr. Dulberg give you any indication or do you know what he was doing for a living back in February of 2012?

A. He said he was involved in graphic design printing.

Q. Did he ever make any complaints or indicate to you that he was unable to perform his job duties back in February of 2012?

A. I don't recall.

Q. So Mr. Dulberg did go have the EMG; is that correct?

A. Yes.

Q. And he went back to Dr. Levin who was the doctor that had performed the previous nerve conduction study?

A. Yes.

Q. And it looks like that EMG was done on March 13th of 2012?

A. Yes.

Q. And then he came back to see you

on April 2nd of 2012?

A. Yes.

Q. And he indicated there was no change in his symptoms at that time?

A. Yes.

Q. And you reviewed the report of the EMG?

A. Yes.

Q. And what did that show?

A. There was no denervation and ulnar nerve conduction was within normal limits. And the report states there was no evidence of focal or diffuse peripheral neuropathy.

Q. And is that significant to you?

A. Yes.

Q. Why or how so?

A. It means that there's no documentation that the nerve was not functioning normally.

Q. And you performed an examination again of Mr. Dulberg --

A. Yes.

Q. -- in April?

A. Yes.

Q. His right forearm scar was stable and non-tender?

A. Yes.

Q. And he still had a positive Tinel's sign?

A. Yes.

Q. And you indicate that adduction of the small finger remains limited, consistent with a positive Wartenberg's sign. What is Wartenberg's sign?

A. The patient will have difficulty bringing the small finger back toward the other fingers, indicating weakness in one of the intrinsic muscles of the hand.

Q. And again, this sensitivity to percussion with a positive Tinel's sign and adduction of the small finger with a positive Wartenberg's sign, are those subjective or objective findings?

A. Well, Tinel's sign is purely subjective. The Wartenberg's sign, I suppose there's a voluntary component possibly, so I don't know if I would call it purely objective. I don't know how to answer that

exactly.

Q. Okay.

A. I suppose it's partly both.

Q. And your plan was -- you gave him some different treatment options, and he did not wish to pursue that exploratory surgery; is that correct?

A. Yes.

Q. At least at that time?

A. Yes.

Q. You gave him a referral out for some therapy?

A. Yes.

Q. For strengthening and scar management. What is scar management?

A. Treatment for a sensitive scar from an injury. Maybe local soft tissue modalities being applied to the scar directly or scar mobilization with massage and stretching, those type of things.

Q. Would that be sort of just to loosen up whatever scar tissue there is in that area?

A. I suppose. Loosen up and diminish

sensitivity, discomfort or abnormal sensation related to the scar.

Q. And again, his activity and work status was unrestricted?

A. Yes.

Q. He came back to see you to follow up in May of 2012?

A. Yes.

Q. And his complaints at that time were a little different than they had been previously?

A. Yes.

Q. How were they different?

A. He said he had persistent pain with use of his arm, especially gripping activities.

Q. That was something new to you?

A. Well, I didn't note that earlier. I don't know if he said it earlier or not, but it's not in my notes that way. He also had no change in other symptoms of numbness.

Q. And he indicated that the no change in his symptoms of numbness which is not bothersome?

A. Yes.

Q. And as far as the way that's written, would that indicate to you that his symptoms of numbness were not bothersome to him at that time?

A. Yes.

Q. And he claimed that his function was limited because of this pain?

A. Yes. That seems to be a new complaint compared to the initial evaluation.

Q. And upon examination, what were your significant findings, if any?

A. The right forearm scar was tender with positive Tinel's sign, local sensitivity. His finger flexion was full. There was no triggering or locking, no clawing. The Wartenberg's sign was still positive. The intrinsic strength was slightly weak.

Q. What is intrinsic strength?

A. Strength of the muscles in the hand that control movement of the fingers.

Q. And how is that measured?

A. With resistance by the examiner.

Q. And you said that there was no --

A. I mean, it can't be graded numerically, but a judgment is made about whether the strength of the muscles is normal or weak.

Q. During that, is there any comparison made between a patient's left and right sides, whatever side they're complaining of versus, I guess for lack of a better term, a normal side or an asymptomatic side?

A. Yes. You can judge whether one hand is weak when you compare it to the other side being examined simultaneously.

Q. And you indicate no clawing. What is clawing?

A. An abnormal posture of the finger related to muscle weakness or muscle imbalance which can be seen in an ulnar nerve injury situation.

Q. And under your treatment plan you bring up again the possibility of surgery --

A. Yes.

Q. -- for ulnar nerve neurolysis.

What is that?

A. Neurolysis is an exploration of a nerve, surgical exploration of the nerve to determine the extent of injury to the nerve, possibly decompress the nerve or release it from scar.

Q. And he was going to follow up with Dr. Levin for medication, and then he was also going to see Dr. -- how do you pronounce his name?

A. Dr. Biafora is my partner.

Q. Does he have the same specialty as you?

A. Yes.

Q. Why was it that he wanted to go see him? Or did you send him to the other doctor for a second opinion?

A. I think I possibly suggested it, yes.

Q. And again, his activity and work status as of May of 2012 was still unrestricted?

A. Yes.

Q. And he did go see your partner a

few days later in May of 2012?

A. Yes.

Q. And did you have a chance to review Dr. Biafora's report?

A. Yes.

Q. Was there anything significant to you in there? Was there anything different than what you had found?

A. Yes.

Q. And what was that?

A. He noted a positive Tinel's at the cubital tunnel.

Q. Why is that significant to you?

A. That's another potential location for compression or dysfunction of the ulnar nerve.

Q. Which would also explain the symptoms that Mr. Dulberg was complaining of to you?

A. Some of them. It wouldn't explain scar symptoms at a more distal location, but it may explain nerve symptoms in the ulnar nerve distribution of the hand.

Q. And what were Dr. Biafora's

recommendations?

A. He thought there was a likely partial ulnar nerve injury in the right forearm and ulnar nerve neuritis. And he felt the patient may benefit from an ulnar nerve exploration with neurolysis, including cubital tunnel decompression with possible anterior transposition, and exploration of the tender portion of the scar in the forearm.

Q. And then Mr. Dulberg follows up with you after his visit with Dr. Biafora?

A. Yes.

Q. It looks like he had started on some medication from Dr. Levin?

A. Yes.

Q. And what was that that he started on?

A. Neurontin.

Q. And what is that?

A. Medication used to treat nerve related pain.

Q. Have you used that drug to treat nerve related pain in your patients?

A. Well, I don't prescribe it myself, but I've had patients who were prescribed that medication by other physicians to treat nerve related pain.

Q. Why is it that you don't prescribe it yourself?

A. Well, there's a potential for side effects, and sometimes the dose has to be adjusted. And I think it's best prescribed by a physician with more expertise in that particular drug.

Q. Would a doctor with more expertise be Dr. Levin?

A. Yes, a neurologist.

Q. He did indicate no change in his symptoms despite taking this medication and that he did have some side effects. Did he tell you what those side effects were?

A. I don't recall.

Q. And indicates that interfere with functioning. Did he tell you what kind of functioning that he was talking about?

A. I don't recall. That medication can cause some drowsiness. I don't know if

that's what he was referring to. I don't have any recollection of this conversation.

Q. So it's not necessarily, as far as you recall or would know, specifically related to having functioning difficulties with his hand or his arm?

A. I don't know.

Q. And Mr. Dulberg had then made the decision to go ahead with the surgery?

A. Yes.

Q. Now, he had been undergoing some therapy which in June of 2012 he said was discontinued due to lack of progress. Was that therapy that you had referred him out for?

A. I think at one point I had referred him for therapy. I don't know if anybody else had as well. We do have some records from the therapist. I see one from April 22, 2013 that has me listed as the referring physician. And it says discontinue occupational therapy with home exercise program.

Q. That was in April of 2013?

A. Yes.

Q. Who was that from, what therapy?

A. Dynamic Hand Therapy.

Q. I was just sort of interested because, going back to your note from May 14th of 2012, he indicated that the therapy was beneficial, and then in June of 2012 he indicates that it was discontinued due to lack of progress. I just didn't know whether your notes reflected or if you had any of the notes from any physical therapy showing any lessening of effectiveness or anything between May of 2012 and June of 2012.

A. I don't have those in my file. They may have been received and discarded. I don't know.

Q. And your examination of Mr. Dulberg on June 6th of 2012 revealed what that was significant?

A. He had pain with gripping activities localized to the forearm region, resulting in increased numbness in the ring and small fingers with weakness of his grip.

The rest of it was I think unchanged from what we had previously documented.

Q. And you were able to duplicate the positive Tinel's sign at the cubital tunnel area?

A. Yes.

Q. And it says without ulnar nerve subluxation. What does that mean?

A. The nerve did not subluxate or move out of position when the elbow was bent. So the nerve was stable.

Q. You went over your plan for surgery with him, he said everything was good to go with that, is that right, insofar as he wanted to have the procedure done?

A. Yes. I think he wanted to proceed, and he understood the risks and benefits and possible complications and the expected outcome and the prognosis. And informed consent was obtained for the procedure.

Q. Now, you note the prognosis is guarded in terms of symptom improvement. Why is that or why was that at that time?

A. Well, we didn't know exactly how much improvement there would be, so that's why the prognosis is guarded. It's hard to predict how much better the symptoms will be when we don't know the extent of the nerve injury until we explore it. So we just couldn't make a firm prognosis without knowing the extent of the nerve injury and how it would respond to the surgical treatment.

Q. And he did have the procedure then on July 9th of 2012?

A. Yes.

Q. And you performed that surgery?

A. Me and Dr. Biafora.

Q. Biafora, okay. Sorry if I'm mispronouncing his name.

A. I'll tell him.

Q. Your preoperative diagnosis and postoperative diagnoses were the same; is that correct?

A. Yes.

Q. As far as under what circumstances the procedure was performed, is that under

general anesthesia, local anesthesia, inpatient, outpatient?

A. I think it was outpatient surgery under regional block anesthetic which would also include sedation.

Q. Would he have been under at that time or more like in like twilight? He wouldn't have been all the way under.

A. Not a general anesthetic, but he would have been sedated which you might refer to as twilight. And his arm was blocked with local anesthetic so that it was numb during the procedure.

Q. And what were your findings? Now, there were a couple of components to this procedure; is that correct?

A. Two, yes.

Q. One was to the right elbow region which would have been the cubital tunnel release; is that correct?

A. Yes.

Q. And the other one was in regards to the area of the right forearm; is that correct?

A. Yes.

Q. In regards to the cubital tunnel area, what procedure and what findings did you come up with during that?

A. Cubital tunnel release was performed and there was 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. And there was another structure above the cubital tunnel but no constriction of the nerve at that level.

Q. What does all of that mean in layman's terms?

A. That he had a pinched nerve at the elbow.

Q. Is that similar to the findings in regards to his left arm back in 2003, 2004?

A. I don't have the operative report in the records here from that procedure, so I can't tell you the specific findings that were noted.

Q. The findings at least in your

operative report from July of 2012 in regards to the cubital tunnel, are those consistent with cubital tunnel syndrome? Is that sort of what we're talking about?

A. Yes.

Q. And we had already talked about some common causes of cubital tunnel syndrome before?

A. Yes.

Q. In regards to the area where the injury was -- strike that.

In regards to the right forearm, what did you find?

A. There was extension of the laceration into the subcutaneous tissues and fascia overlying the flexor carpi ulnaris muscle. A piece of retained absorbable suture material was present. The muscle fibers were intact. The ulnar nerve was intact beneath the muscle belly. There was no visible scarring around the ulnar nerve at this level.

Q. And again, in layman's terms, what does that mean?

A. It means 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 a suture material present presumably from when the laceration was originally repaired at the time of the injury. And the nerve was not cut or visibly scarred in that area.

Q. Was that, what you found during the procedure in regards to the right forearm, is that significant to you at all either one way or the other in regards to the complaints that Mr. Dulberg had made before the surgery.

A. Yes, it's significant.

Q. How so or why?

A. Well, I think that scarring from the laceration would account for his symptoms. And fortunately, the nerve itself was not cut or scarred and we didn't have to repair the nerve, so that was fortunate.

Q. How would it be that the scarring from the laceration would cause his symptoms?

What exactly would have been happening there?

A. Well, it's hard to know specifically what the mechanism of the pain symptoms and nerve symptoms was. We can't be sure what's causing those symptoms, although there's certainly scarring from the laceration involving the muscle, fascia, and near the nerve. So I think that's about all we can say in terms of an explanation for his symptoms.

Q. How about what you found in regards to his cubital tunnel syndrome in relation to the complaints that he was making, could that also have been a cause?

A. Yes. I think the nerve compression could account for the symptoms of paresthesias, the numbness in that distribution of the ulnar nerve, and the weakness.

Q. And those are two independent findings or independent areas in regards to the cubital tunnel area and the right forearm; is that a fair statement?

A. Yes, two separate sites.

Q. Now, after the procedure you performed, he came back to see you for various follow-ups in July, August, and then October of 2012; is that correct?

A. Yes.

Q. And how was he progressing during that time in regards to his recovery from the procedure?

A. His pain was controlled. His incisions were clean. There was no infection. The incision healed, incisions healed. He was doing well. His arm felt better. His function had increased. His symptoms had improved.

Q. Did his symptoms completely resolve or were they just improved?

A. They did not resolve completely. But through August 27th it says that his progress -- he was making progress in therapy. His strength had increased. His function had improved. There was still some scar tenderness and soreness in the elbow.

Q. And was he put on any restrictions as far as use or work?

A. Yes.

Q. And what were those?

A. Initially he was off work after the surgery until July 30th. Then he was given restriction to limit activities requiring forceful gripping and avoid lifting, pushing and pulling with the right arm. And those restrictions were modified October 22, 2012 to be limited forceful gripping and limited lifting, pushing and pulling.

Q. Would he have been limited or were the limitations that you imposed on him, would they have been in any way related to any type of use of the computer, mouse, track pad, keyboard, anything like that?

A. No, those activities would not need to be avoided or restricted because they don't require forceful gripping, lifting, pushing or pulling.

Q. And it looks like then he started to -- or he came back and, starting in December of 2012 and thereafter, started making some complaints related to his left

arm; is that correct?

A. Yes.

Q. And did he indicate when those difficulties with his left arm started?

A. He said recent onset. Well, that was my report saying recent onset. I don't recall if he said exactly when it started.

Q. And what types of symptoms was he complaining of in his left arm?

A. There was tenderness to the lateral epicondyle and guarded range of motion. Pain at the end range of extension and pain reproduced with resisted wrist extension. So those were consistent with lateral epicondylitis.

Q. Which is what?

A. Degeneration of the tendon origin at the elbow.

Q. Is that in any way related to what people refer to as tennis elbow?

A. Yes, that's another term given to it.

Q. And what are some causes for that particular condition?

A. It's typically degenerative. It's wear and tear. The tendon fibers lose strength and pain symptoms can develop. There can also be injuries that precipitate symptoms like blunt trauma to the area or certain strenuous manual activities that can aggravate it and cause symptoms to arise.

Q. Can it result from somebody overcompensating in using one arm over the other?

A. Well, that's kind of a vague scenario, overcompensating. I think if that resulted in enough strain to the involved tendon, it could aggravate it and precipitate symptoms of it. Depends on what activities we're talking about.

Q. Starting in December and up to -- it looks like your last visit with him was in late August of 2013, were the complaints limited to the left side or was he also still making complaints of anything related to the right side?

A. Well, in March of this year he said that his right forearm was sore

intermittently and there was mild sensitivity at the forearm scar. And then most recently, in August of this year, he described intermittent right forearm muscle cramping with discomfort.

Q. Was that cramping with use or certain activities or was it just sort of coming out of nowhere or doesn't it indicate?

A. It doesn't say for sure, but I see a note that the patient's neurologist suspected possibly dystonia and suggested a referral for evaluation and medical treatment by a neurologist who specializes in that condition.

Q. Did you make any referrals out to any other medical care providers?

A. I see a note of referral to Dr. Kujawa, a neurologist.

Q. And that would have been done by a referral that you made?

A. Yes.

Q. And in regards to his complaints of left-sided problems beginning in December of 2012, what if any treatment did you

provide him and what was your impression? Or I guess that would sort of go vice versa. What was your impression and what if any treatment did you provide for him?

A. The impression was left lateral epicondylitis. We gave him a referral for therapy for epicondylitis protocol. We gave him activity and work restrictions to avoid aggravation of his symptoms. We gave him a local steroid injection in the left elbow with continuation of occupational therapy. And then as far as the last visit in August of this year, he was allowed to follow up as needed.

Q. Does your office, as far as you know, show any future appointments scheduled with Mr. Dulberg?

A. I don't know. I don't have that information available here in the file.

Q. Is that something we would be able to check?

A. Yeah. It would be on the computer in the office.

Q. I'm going to ask you some opinion

questions. I would just ask that any opinions you give be within a reasonable degree of medical and orthopedic surgical certainty. Fair enough?

A. Yes.

Q. Do you have an opinion regarding what if any injuries Mr. Dulberg suffered as a result of the incident with the chain saw back in June of 2011?

A. Yes.

Q. And what is that opinion or opinions?

A. A deep soft tissue laceration in the right forearm.

Q. And what if any treatment that you rendered was related to that particular injury?

A. The EMG test I ordered; the supervised occupational therapy before surgery; the second opinion visit by Dr. Biafora; the surgical procedure of July 9, 2012; and the postoperative therapy and the -- well, those are the treatments I believe were needed as a result of the accident.

Q. And your prognosis, at least as far as your last visit with him on August 26th of 2013, what would your prognosis be in relation to any injury that you believe he suffered as a result of the chain saw accident, the deep soft tissue laceration?

A. The prognosis would be for symptoms to remain stable, unless the patient gets treatment by another neurologist which is effective, which I don't know. So within certainty I can say that the prognosis for symptoms to remain unchanged is expected.

Q. Are you able -- do you have an opinion as to whether the cubital tunnel syndrome that you found in the surgery that you performed, is that in any way related to the incident with the chain saw?

A. I don't think so.

Q. Are you able to differentiate between symptoms that Mr. Dulberg was complaining of in relation to -- or comparing the cubital tunnel syndrome versus the deep soft tissue laceration in the right forearm?

A. Yes, to some degree.

Q. Could you tell me what those differences are? What symptoms would you attribute to which condition?

A. The forearm laceration would account for the symptoms of scar sensitivity, tenderness, pain with gripping. And the cubital tunnel syndrome would account for sensitivity at the cubital tunnel region and paresthesias in the ring and small fingers, numbness in the ring and small fingers.

Q. Was any of the treatment that you rendered to Mr. Dulberg directed specifically or in part to the cubital tunnel symptoms or syndrome?

A. Yes.

Q. What treatment was that?

A. The cubital tunnel release surgery and the therapy treatments directed at the scar related to that surgery and the elbow motion.

Q. Is there any overlap in the care that he -- or the care or the treatment that he received for the soft tissue laceration

from the chain saw and the cubital tunnel -- I know that the surgery was for both conditions. But as far as the therapy, is there overlap there?

A. Yes. I presume they would have treated both areas at the same time.

MR. ACCARDO: All right. I don't think I have anything else. Thank you, Doctor.

E X A M I N A T I O N

BY MR. BARCH:

Q. Doctor, Ron Barch again on behalf of the McGuires. I think Attorney Accardo covered almost everything I wanted to, which will expedite my questions. Just a couple things, though, in follow-up.

There were some questions earlier that Mr. Accardo had about the left elbow, the tennis elbow, we were referring to that, that he developed or he saw you for in 2013. And he was asking whether overcompensating, overcompensating use of the left arm due to problems with the right arm might cause that.

And I'm just going back. When you said -- I think you answered, it would be dependent on the activities that they're doing with the left elbow?

A. Yes.

Q. What about just like adult daily living activities, like getting dressed or doing dishes, just doing normal, everyday things? Or are you talking about something more specific like work related repetitive trauma, that type of thing?

A. Well, I think in order to have a bearing on causation it would have to be beyond ordinary arm use, because we know that the degenerative process affects the tendon origin over time anyway. So normal, everyday tasks or usage wouldn't be expected to cause that condition beyond the chance it would already occur.

Q. And then with respect to the laceration of the arm, you talked in detail in response to Mr. Accardo's questions about the symptoms he had before the exploratory surgery and after. Anything about the left

arm, having seen him post-op, that would render him totally disabled? The left arm meaning the laceration part of the injury.

A. The laceration was the right forearm.

Q. Excuse me. Let me start that question over.

I just need to find out whether or not you saw anything about the laceration to the right arm, the things you saw during surgery and then your observations of him and his complaints following the exploratory surgery of the forearm injury, the laceration, anything about that that you believe would have rendered him totally disabled?

A. What do you mean, totally disabled?

Q. Unable to work any job at all.

A. Well, for the time period after the surgery was performed, he was given a restriction to be off work. That was until July 30th of 2012. After that he was given restrictions to limit use of the right arm

related to that injury and that surgery. But restrictions and disability don't necessarily equate. So disability would depend on what his function was and what his capability was and what his opportunities were, I suppose.

Q. And so if I understand your testimony, with respect to -- are you talking about the elbow surgery or the forearm laceration that necessitated the restriction against pushing, pulling and lifting with the right arm?

A. Well, the restriction was given after the surgery which had two parts. Are you asking which part necessitated the restriction?

Q. And that's what I'm trying to get at. I know that there's two different areas that you focused on during the surgery; the laceration of the right forearm, which I believe you said did not actually cut or scar the nerve, correct? Having gone through that exploratory surgery, it does not appear that the chain saw severed, cut or scarred that ulnar nerve in the forearm where the

laceration was?

A. Correct.

Q. And then there was some -- and you described in detail how deep you believe it went, having done that exploratory surgery. And then there's obviously the left -- the right elbow surgery that you did. And I know that for a period of time there was overlapping therapy for the forearm, the right forearm, and then the right elbow. And at some point he's released from care and he stopped the physical therapy on the arm totally, correct?

A. Yes. He was allowed to continue home exercises as of October 22, 2012 and advance activities with use of his right arm as tolerated at that time.

Q. And he continued, though, if I understood your testimony in response to Mr. Accardo's question, I have the restriction on pushing, pulling and lifting with the right arm?

A. Limited gripping, lifting, pushing and pulling, yes.

Q. And what I'm trying to get at now is, is that because of the injury he had to the forearm, was it the cubital syndrome in the right elbow, is it both, if you're able to tell us, the ongoing restriction?

A. Well, from my examination at that time, his tenderness was at the forearm scar region and there was still some pain with gripping at that location. So I would attribute the need for those restrictions to the forearm injury as opposed to the cubital tunnel elbow condition.

Q. And then if I -- with respect to whether he's disabled as an ongoing basis from that point forward, it would be the -- he would be disabled only to the extent that he would have to accommodate those restrictions in any form of employment?

A. I suppose you'd have to accommodate for his function, for his -- the word I would use would be "impairment" as opposed to "restriction."

Q. You wouldn't want him to -- I guess if I'm understanding your restriction,

he would want to avoid work that would require pulling, pushing and lifting on a regular basis with the right arm?

A. To the extent that that causes his symptoms to become intolerable.

Q. And then finally, is there anything you saw at that time, in October when he was let go with those limitations, that rendered him incapable of working at all?

A. No. He said he was currently unemployed at that time and planned to pursue disability, but he was allowed to use his right arm as tolerated.

Q. And that's the confusing part for me. Did you see anything that you would have endorsed in terms of acquiring disability, total and complete disability?

A. I think disability can be total or partial and can depend on one's functional abilities. So I think his function could have been impaired to some degree. I don't think it would necessitate a total disability from any job, though. Is that what you're

asking?

Q. That's what I'm asking.

MR. BARCH: Thank you. That's all I have.

MR. LUMBER: Do you have anything further?

MR. ACCARDO: No.

E X A M I N A T I O N

BY MR. LUMBER:

Q. Doctor, I just have one question that I want to follow up with you. If I understood your testimony correctly, regarding the cubital tunnel procedure that was done on his elbow, you were asked whether or not in your opinion you felt that was related to the chain saw accident, and I believe your answer was that you didn't think so.

Can you just give me a little bit of basis as to why that -- why you feel that way? Mainly because, as we had stated before, there is -- trauma and whatnot can cause cubital tunnel syndrome I believe as

you had testified earlier. So can you just clarify that a little bit for me as to what your basis is for why you feel that was not related to the accident?

A. I think the zone of injury for the accident was relatively distant to the area of the cubital tunnel, in the forearm as opposed to the elbow. So trauma to the area of the elbow would be suspected as a potential cause for cubital tunnel if that occurred. But I think this laceration was too distal to affect the nerve at the level of the elbow.

On the other hand, even though it's not directly injuring the cubital tunnel, the need for that surgery which included the cubital tunnel arose after the accident which brought him to see me. So I suppose there's some relationship of the injury and the surgery that included the cubital tunnel, but I don't think the specific laceration injured the nerve in the area of the cubital tunnel.

MR. LUMBER: Okay. That's all I

have.

MR. ACCARDO: I don't have anything else.

FURTHER EXAMINATION

BY MR. BARCH:

Q. Would it be fair to describe it, your last comment, as being there's an overlap in terms of timing but not a direct connection in terms of the injury and the location of the elbow, in relation to the elbow?

A. Yeah. There's not a direct injury to the nerve at the level of the elbow. But the condition came to light potentially as a result of the evaluations we did for the laceration.

Q. Well, there was a period of time before you did the surgery where you were kind of struggling to figure out why he was having the paresthesia and grip weakness in the hand.

A. Yes. And I think the first time it was really brought up as a diagnosis was

when he saw my partner, Dr. Biafora, who it seems suggested that that was part of the cause of his ongoing symptoms.

Q. And that was borne out during surgery?

A. Yes.

Q. Thank you.

A. I think the findings there were borne out.

FURTHER EXAMINATION

BY MR. LUMBER:

Q. Just one last follow-up. Any chance that any of the cubital tunnel dysfunction or ailment could have been any type of byproduct from the injury from the forearm, meaning from the injury of the forearm somehow caused this later injury to the cubital tunnel area?

A. I just don't think the mechanism would -- that one incident would cause cubital tunnel.

MR. LUMBER: Okay. Gotcha.

MR. ACCARDO: I don't have

anything else. I think we're done.
Signature? Waived or reserved?

THE WITNESS: I can waive the signature.

MR. ACCARDO: Thank you.

(DEPOSITION CONCLUDED AT 10:41 A.M.)

* * * * *

STATE OF ILLINOIS)
) SS:
COUNTY OF L A K E)

I, Jill S. Tiffany, CSR, Certified Shorthand Reporter, and a notary public in and for the County of Lake and State of Illinois, do hereby certify that DR. SCOTT SAGERMAN on October 15, 2013 was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth, and that the above deposition was recorded stenographically by me and transcribed by me.

I FURTHER CERTIFY that the foregoing transcript of said deposition is a true, correct, and complete transcript of the testimony given by the said witness at the time and place specified.

I FURTHER CERTIFY that I am not a relative or employee or attorney or employee of such attorney or counsel, or financially interested directly or indirectly in this action.

IN WITNESS WHEREOF, I have set my hand.

_____

Jill S. Tiffany
Certified Shorthand Reporter
Certificate No. 084-002807

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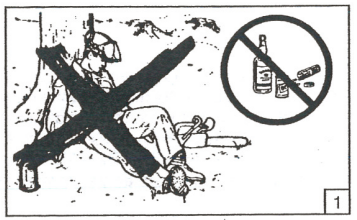
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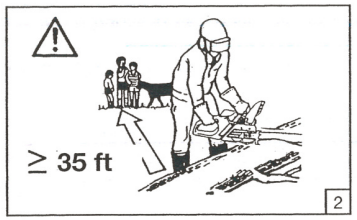

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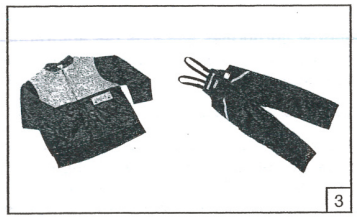
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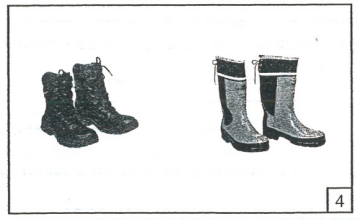
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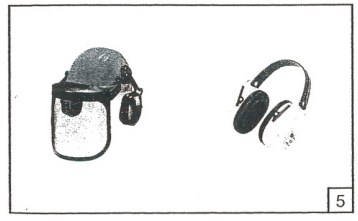
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Precauciones básicas de seguridad

- 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 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, recójaselo y protéjaselo (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. **(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 **WARNING: Never touch the chain while the engine is running.**	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)

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 simbols



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)

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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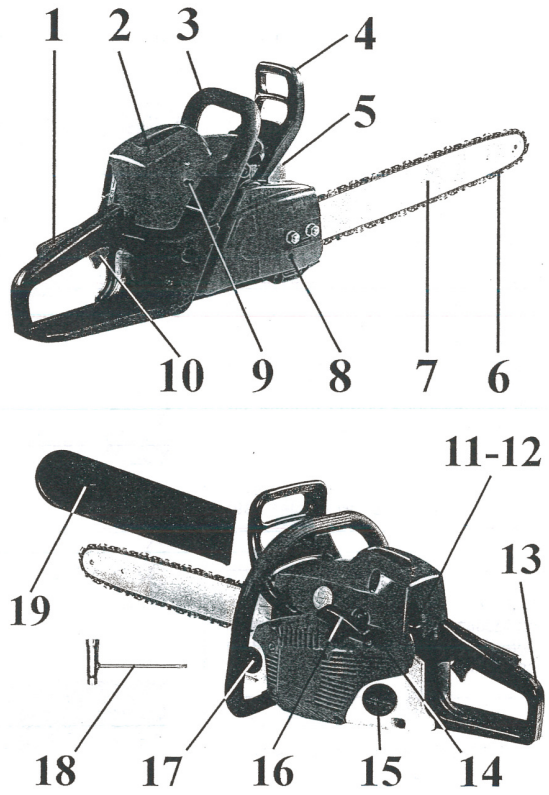

Componentes de la motosierra

1 - Bloqueo del activador
2 - Cubierta del filtro de aire
3 - Empuñadura delantera
4 - Palanca del freno de la cadena/ protector de manos
5 - Silenciador
6 - Cadena
7 - Barra guía
8 - Tornillo de ajuste de la barra guía
9 - Tornillos de ajuste del carburador
10 - Activador
11 - Interruptor de masa
12 - Palanca cebador
13 - Empuñadura trasera
14 - Pera de Purga
15 - Tapón del depósito de combustible
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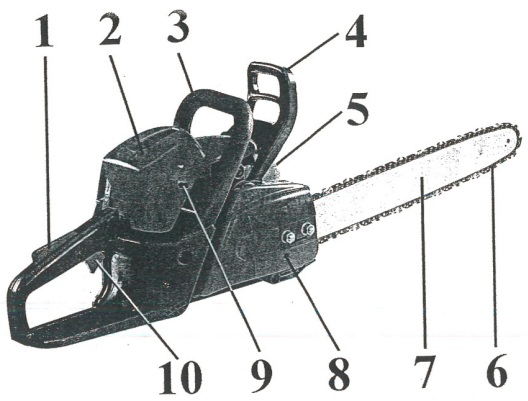
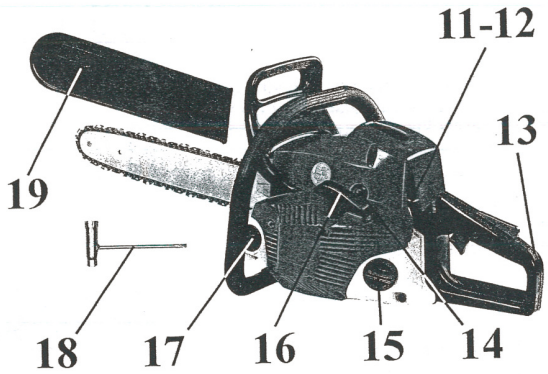




Composants de la tronçonneuse

1 - Gâchette de verrouillage des gaz
2 - Couvercle de filtre à air
3 - Poignée avant
4 - Levier de frein de chaîne / Protecteur de main
5 - Silencieux d'échappement
6 - Chaîne
7 - Guide-chaîne
8 - Vis de réglage de guide-chaîne
9 - Vis de réglage du carburateur
10 - Gâchette des gaz
11 - Interrupteur Marche/Arrêt
12 - Levier de l'étrangleur
13 - Poignée arrière
14 - Poire d'amorçage
15 - Bouchon du réservoir de carburant
16 - Poignée de lanceur
17 - Bouchon du réservoir d'huile
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)

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 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)

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.

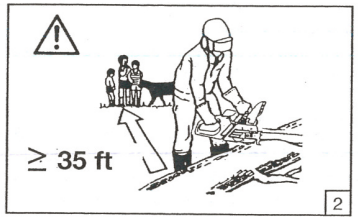
AVERTISSEMENT: Le système d'allumage de votre machine génère un champ électromagnétique de très faible intensité. Il est possible de ce champ crée des interférences sur le fonctionnement d'un stimulateur cardiaque. Afin de réduire le risque de blessures graves, voire de mort, les personnes équipées d'un stimulateur cardiaque sont vivement invitées à consulter leur médecin ainsi que le fabricant du stimulateur avant d'utiliser la machine.

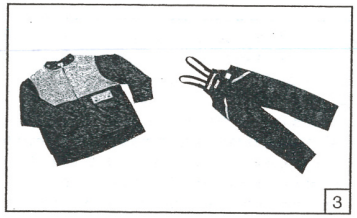
AVERTISSEMENT: les surfaces du silencieux deviennent très chaudes en cours de fonctionnement et après arrêt de la tronçonneuse ; tenez-vous à distance du silencieux. Tout contact avec le silencieux peut entraîner de graves brûlures.

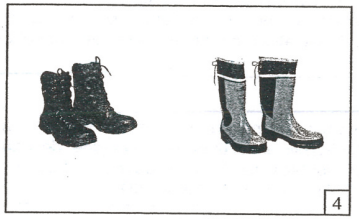
AVERTISSEMENT : L'exposition aux vibrations générées lors de l'utilisation d'outils à moteurs thermiques peut entraîner des lésions vasculaires ou nerveuses au niveau des doigts, des mains et des poignets chez les personnes sujettes à des troubles de la circulation ou à des phénomènes de tuméfactions 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.

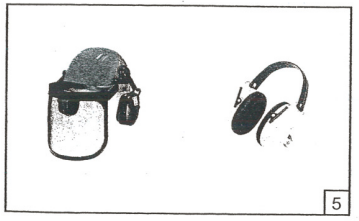
AVERTISSEMENT : Les vapeurs d'échappement du moteur de ce produit contiennent des substances chimiques que l'état de Californie a reconnues à l'origine de cancers, d'anomalies congénitales ou d'autres troubles de la reproduction. Utilisez votre tronçonneuse en extérieur, exclusivement dans une zone bien ventilée.











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 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 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.

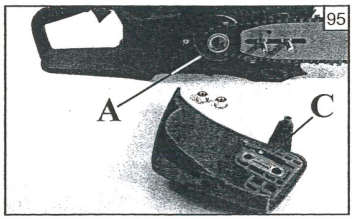
Utilisation du tableau de diagnostic des pannes

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, répéter 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'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. Tirer le levier du starter jusqu'au bout et ramener 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 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 **AVERTISSEMENT: Ne touchez jamais la chaîne lorsque le moteur tourne.**	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.

***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.



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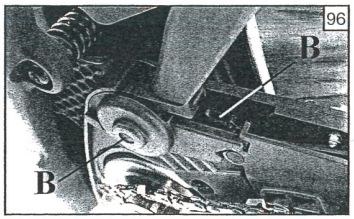

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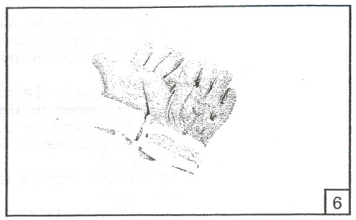
Frein de chaîne

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. 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).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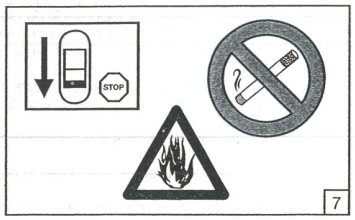

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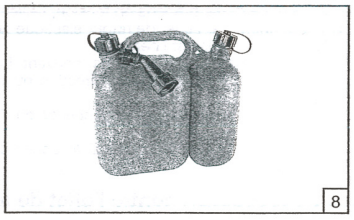
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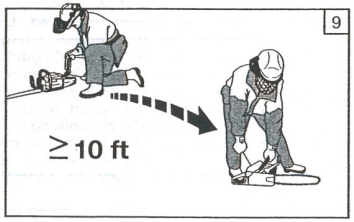

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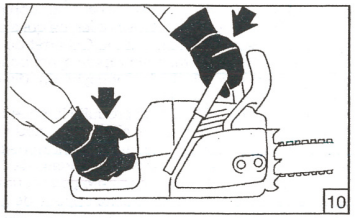
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- Il est fortement déconseillé de raccorder à la prise de force de la tronçonneuse tout outil ou accessoire non spécifié par le fabricant.

Manipulation du carburant

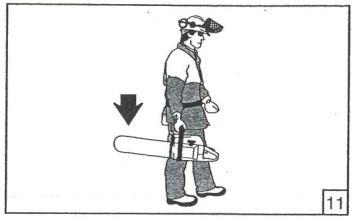
AVERTISSEMENT : L'essence est un carburant hautement inflammable. Manipulez l'essence ou le mélange de carburant avec une extrême précaution. Ne fumez pas ou ne produisez pas de source de flamme à proximité du carburant ou de la tronçonneuse (Fig.7).

- **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.
- Devissez 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.
- Entreposez 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.
- Entreposez 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. Enserrer 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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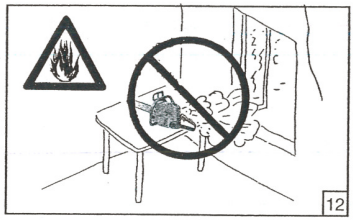
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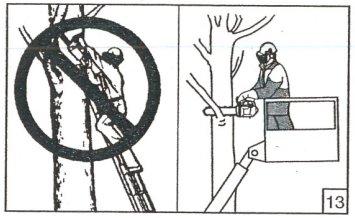
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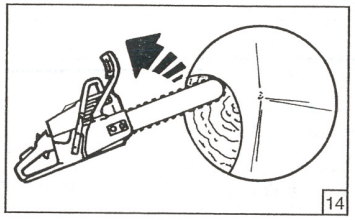
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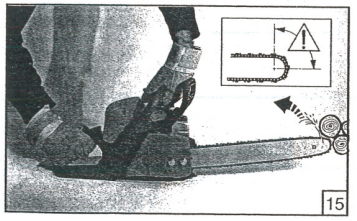
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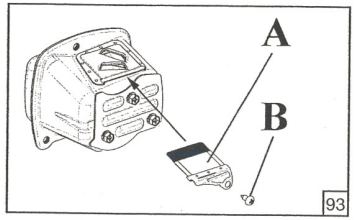
- **N'utilisez jamais la tronçonneuse d'une seule main !** Une telle manipulation peut blesser gravement l'utilisateur ou les personnes se tenant dans la zone de travail. **Une tronçonneuse s'utilise à deux mains.**
- Avant de démarrer le moteur, vérifiez que la chaîne n'est en contact avec aucun objet. 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 rétroaction 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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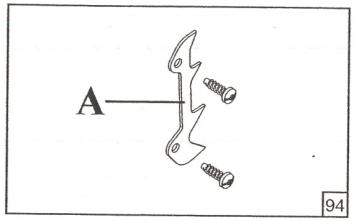

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- des conditions de fonctionnement défavorables, notamment le fonctionnement en charge partielle;

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 du écranpare-étincelles **(B).**
- Déposez l'écran para-énticelles (A) réf. 50240155.
- Nettoyez et contrôlez l'écran pare-étincelles. Si le pare-étincelles est endommage, 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'otuils ou à l'air comprimé.

Par souci de conformité à la norme, il est nécessaire de monter an griffe d'abattage Réf. 50240110 **(A, Fig. 94);** celles-ci sont forunies 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 : tout 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.

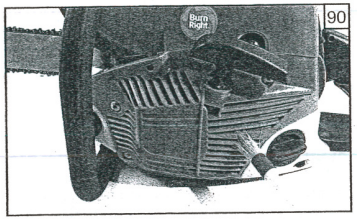
AVERTISSEMENT: N'utilisez jamais votre tronçonneuse si le silencieux est endommagé, déposé ou modifié. Un silencieux mal entretenu augment le risque d'incendie et de perte auditive.

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.

Démarreur

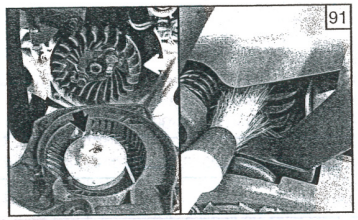
Éliminez les débris accumulés au niveau des ouïes d'aération du démarreur à l'aide d'une brosse **(Fig. 90).**



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

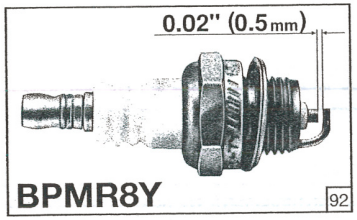
Nettoyez périodiquement les ailettes du moteur et du volant-moteur à l'air comprimé ou à l'aide d'une brosse **(Fig. 91).** Les impuretés incrustées sur le cylindre peuvent entraîner une surchauffe dangereuse du moteur.



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.

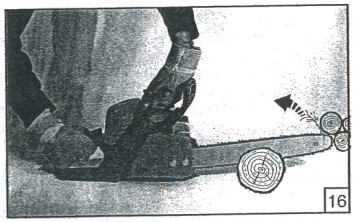
Bougie

Ce moteur utilise une bougie NGK 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;



- **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.

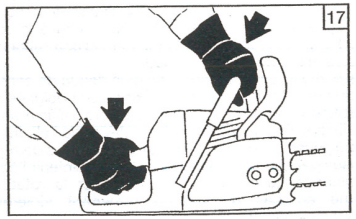
Comment éviter l'effet de rebond par pincement:
- Soyez particulièrement vigilant dans les situations où le matériau est susceptible de venir coincer l'extrémité supérieure du guide-chaîne ou venir stopper le mouvement de la chaîne.
- Ne coupez pas plus d'un rondin à la fois.
- Ne faites pas osciller la machine en retirant le guide-chaîne d'une entaille de coupe lors du débitage.

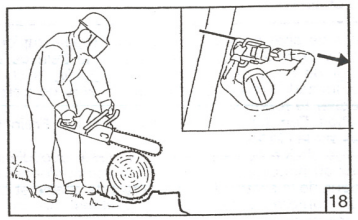
Comment éviter le phénomène de tirage:
- Entamez toujours votre coupe en mettant la pleine puissance du moteur et en plaquant le carter de la tronçonneuse contre la bille de bois.
- Utilisez des coins d'abattage en plastique ou en bois. N'utilisez jamais de coins en métal pour maintenir l'entaille ouverte.

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 contrôler 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.

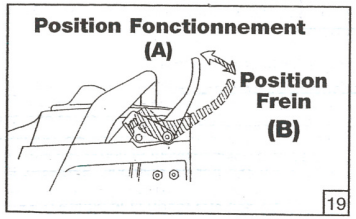
Dispositifs de sécurité contre l'effet de rebond

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 cm3 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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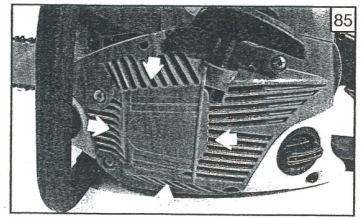
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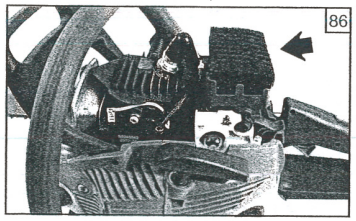
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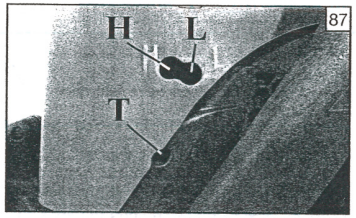

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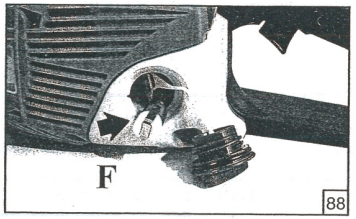

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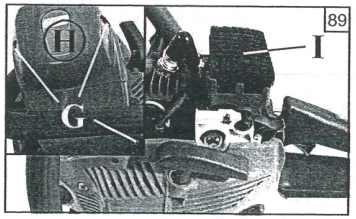

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- Rails fendillés ou cassés.
- Rails étirés.

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"** ans le sens inverse des aiguilles d'une montre pour réduire le régime de ralenti et stopper la rotation de la chaîne. Si la chaîne continuer 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.

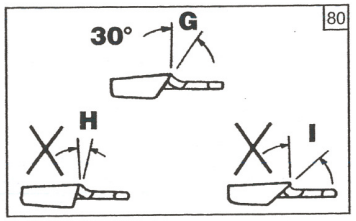
Filtre à carburant

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



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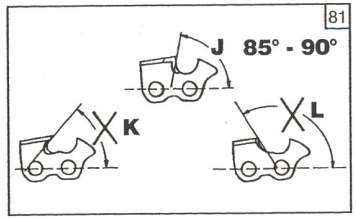

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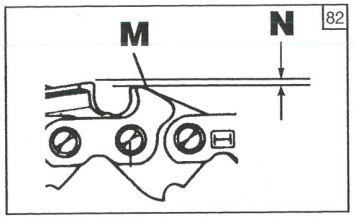

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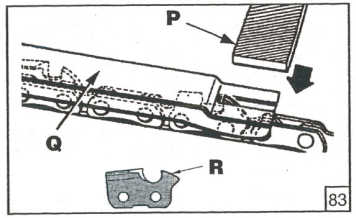

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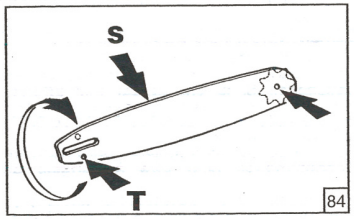

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Angle des plaques supérieures
Les porte-lime sont équipés de repères permettant d'aligner correctement la lime afin d'obtenir l'ANGLE DE PLAQUE SUPÉRIEURE correct (Fig. 80).
G) CORRECT- 30°
H) INFÉRIEUR À 30° - Pour débitage.
I) SUPÉRIEUR À 30°- Bord 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 rabaissé 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 PROTÉGERA 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. Rapportez 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 vote tronçonneuse Efco d'un guide-chaîne arqué. Le risque de rebond est accrû 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.

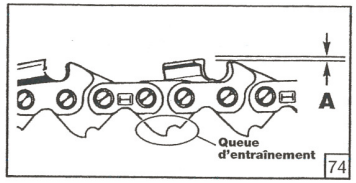
AVERTISSEMENT : Hormis les instructions d'entretien fournies par le Manuel de l'opérateur, toutes les autres procédures d'entretien de la tronçonneuse doivent être effectuées par un personnel de maintenance qualifié. (En cas d'utilisation d'outils non appropriés pour le démontage du volant-moteur ou 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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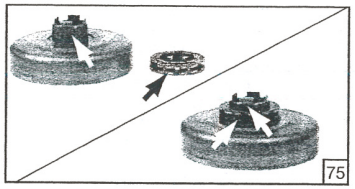
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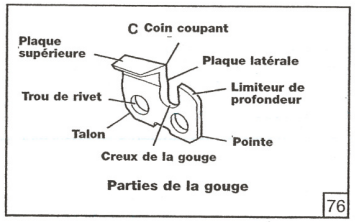

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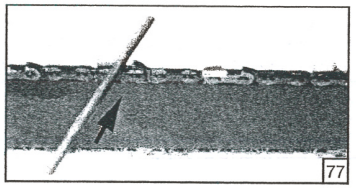
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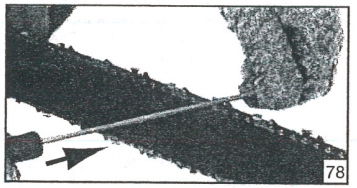
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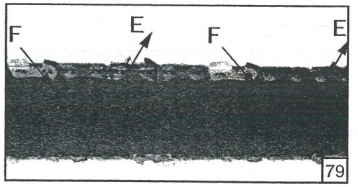

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Entretien de la chaîne

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.

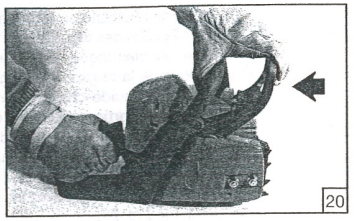
1. Portez des gants de protection. Tendez suffisamment la chaîne de sorte qu'elle n'oscille pas. Procédez à l'affûtage au niveau du centre du guide-chaîne. Voir la section Fonctionnement-Tension de la chaîne.
2. Utilisez une lime ronde de diamètre 3/16" et un porte-lime.
3. Tenez la lime de niveau avec 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 et absolument essentiel. Si la chaîne est mal affûtée, et tout particulièrement si le limiteur d'épaisseur est trop profond, le risque de rebond est accrû, 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

Veuillez 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 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 replacement						X	X
Toute la visserie accessible (sauf vis de réglage)	Inspection	X						
	Resserrage				X			
Filtre à air	Nettoyage	X						X
	Replacement						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			
	Replacement						X	
Carburateur	Contrôle du ralenti (la chaîne ne doit pas tourner au régime de ralenti)	X	X					
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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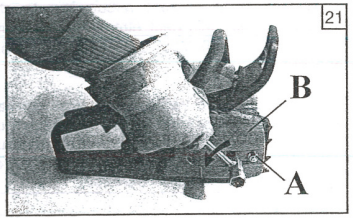

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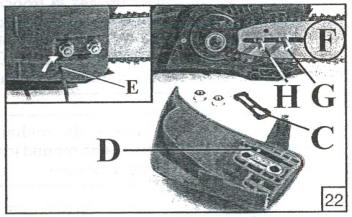

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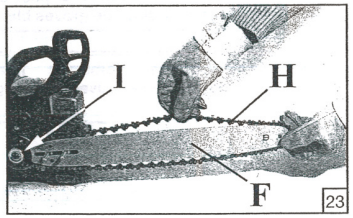

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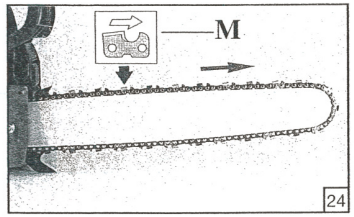

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Montage du guide-chaîne et de la chaîne

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.

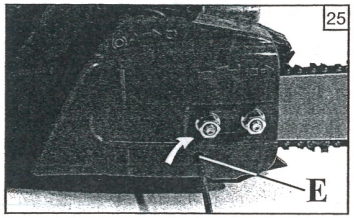
1. Vérifiez que le frein de chaîne n'est pas appliqué en tirant le levier de frein de chaîne / protecteur de main vers la poignée avant comme indiqué dans la Fig. 20. Voir les sections Sécurité-Frein de chaîne et Fonctionnement-Frein de chaîne pour de plus amples informations.
2. Retirez les deux (2) 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)** st 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. Monter 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 sir 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.



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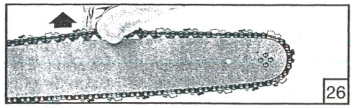
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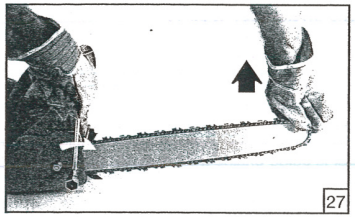
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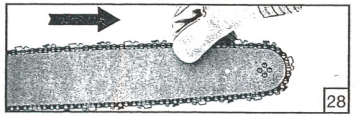
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10. Éliminez tout jeu au niveau de la chaîne en tournant la vis de tension de chaîne **(E)** dans le sens des aiguilles d'une montre, en vérifiant que la chaîne est bien logée dans la rainure du guide-chaîne lors du réglage de la tension (Voir Fig. 25).
11. Soulevez la partie supérieure du guide-chaîne pour vérifier le jeu (Voir Fig. 26). Relâchez la partie supérieure du guide-chaîne et tourner 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 présent 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.

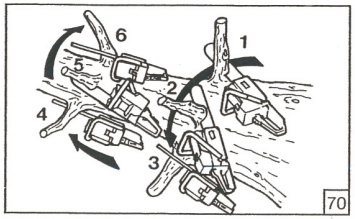
REMARQUE: Si la chaîne est montée trop serrée, elle ne pourra tourner. Desserrez légèrement les écrous de guide-chaîne et tournez la vis de réglage d'un quart de tour dans le sens inverse des aiguilles d'une montre. Soulevez l'extrémité du guide-chaîne et resserrez les écrous.

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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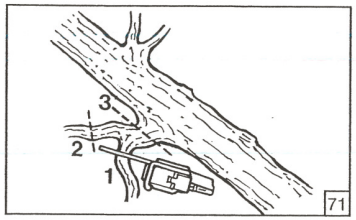

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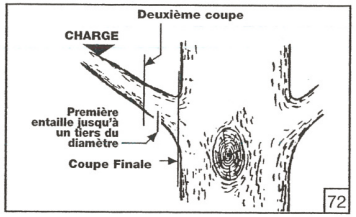

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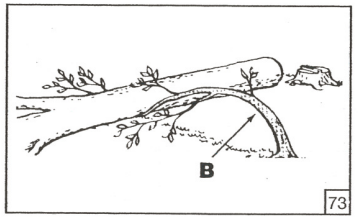

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Opération d'ébranchage (Fig. 70-71)

- 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)

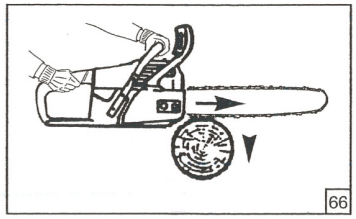
- Pour l'élagage, il est important de ne pas effectuez la coupe à ras à proximité de la branche maîtresse ou du tronc avant d'avoir coupé une partie de la branche de façon à réduire le poids. Cela permet d'éviter d'arracher l'écorce au niveau du membre principal.
- Coupez tout d'abord le premier tiers 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 le branche à élaguer se trouvent 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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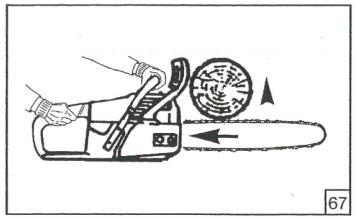
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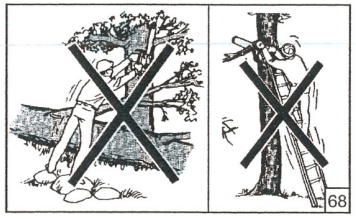
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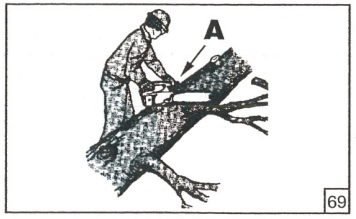

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Méthodes de coupes utilisées
Débitage par le haut (Fig. 66)
Commencez par la face supérieure du rondin en plaçant la face inférieure de la tronçonneuse contre le rondin ; exercez une légère pression vers le bas.

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.

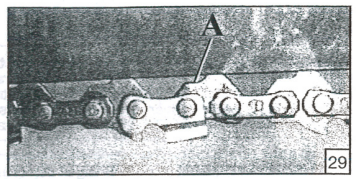
AVERTISSEMENT: Ne retournez jamais la tronçonneuse pour le débitage par le bas. Il n'est pas possible de contrôler la tronçonneuse dans une telle position. Effectuez toujours la première entaille de débitage sur le côté du rondin en compression. Le côté du rondin en compression correspond à la zone où 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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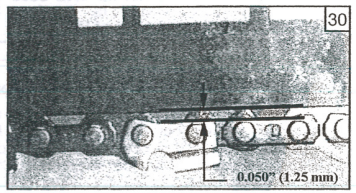

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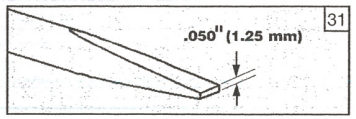

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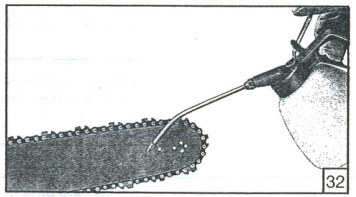
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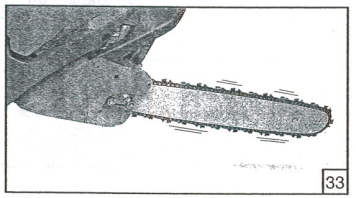
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Tension de la chaîne

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.

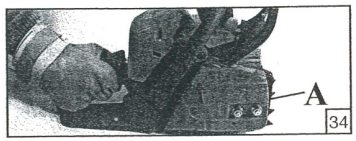
1. **Coupez le moteur avant de procéder au réglage de la tension de chaîne.** Desserrez légèrement les écrous de guide-chaîne, tournez la vis de tension de chaîne **dans le sens des aiguilles d'une montre** pour tendre la chaîne. Voir la section Montage-Montage du guide-chaîne et de la chaîne. Resserrez les écrous de guide-chaîne. Une chaîne à froid est tendue correctement lorsque la partie inférieure du guide-chaîne ne présent 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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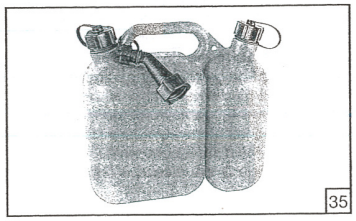
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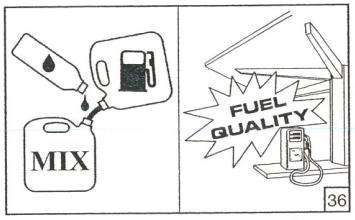

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Crampon de débitage

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 ([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.

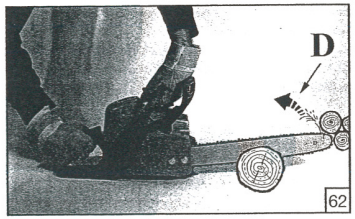
Une bonne pratique de la gestion des carburants est nécessaire lors de l'utilisation d'essence oxygénée.

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;**
- **Entreposez l'essence dans un conteneur hermétique et dans un endroit se 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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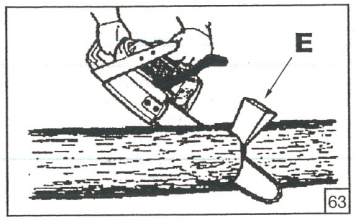

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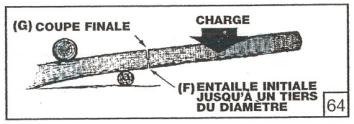

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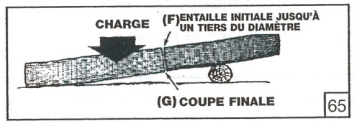

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Débitage

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.

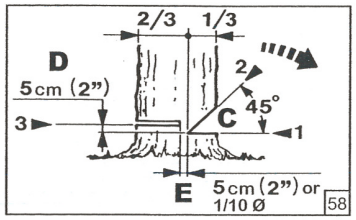
Débitage avec un coin d'abattage

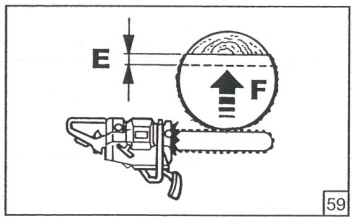
Si le diamètre de la bille de bois permet d'insérer un coin de débitage **(E, Fig. 63)** sans que celui-ci touche la chaîne, il est alors recommandé de l'utiliser afin de tenir l'entaille de coupe ouverte et éviter le pincement.

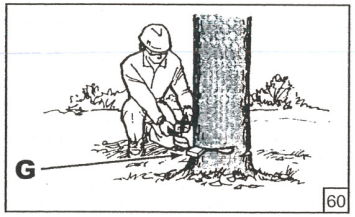
Rondins soumis à contraintes (Fig. 64-65)

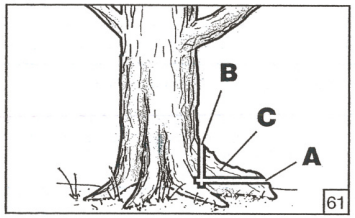
Effectuez la première entaille de débitage **(F)** sur le premier tiers du rondin et finissez les deux tiers restants **(G)** par le côté opposé. Le rondin a tendance à se plier lors de la coupe. La tronçonneuse peut ainsi se coincer ou se prendre dans le rondin si la première entaille de débitage excède 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.







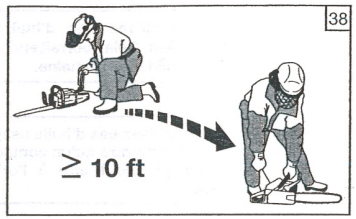


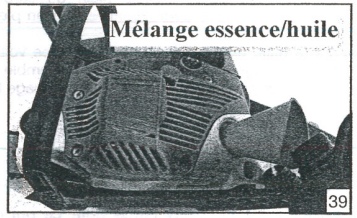
2. Prenez en compte la force et le sens du vent, l'angle d'inclinaison et le point d'équilibre de l'arbre, ainsi que l'emplacement des grosses branches. Ces éléments agissent sur le sens dans lequel l'arbre va tomber. Ne tentez pas d'abattre un arbre sur une ligne différente de sa ligne de chute naturelle.
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.

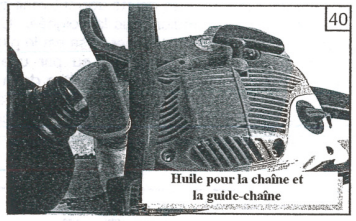
AVERTISSEMENT: Ne prolongez jamais l'entaille jusqu'au trait d'abattage. La charnière contrôle la chute de l'arbre; il s'agit de la section laissée entre l'entaille et le trait d'abattage.

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 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'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.







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. Essuyez tout déversement de carburant.

REMARQUE: Lors de sa première utilisation, un moteur émet une certaine quantité de fumée. Cela est normal.

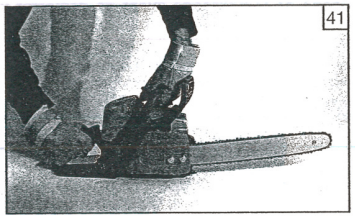
AVERTISSEMENT: Contrôlez la présence éventuelle de fuites de carburant, et rectifiez le cas échéant. Contactez un réparateur agréé si nécessaire.

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.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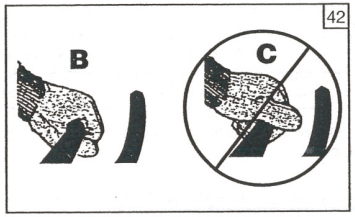

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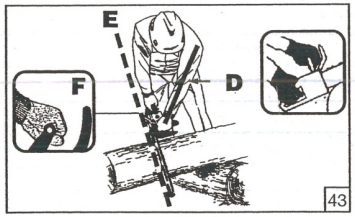

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AVERTISSEMENT: N'utilisez pas d'huiles sales, usagées ou contaminées. Cela pourrait endommager la pompe à huile, le guide ou la chaîne.

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

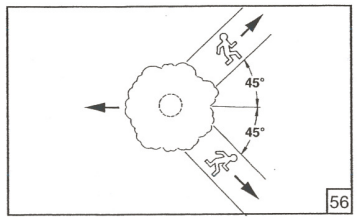
Prise correcte des poignées.
Reportez-vous à la section Sécurité pour ce qui concerne d'équipement de sécurité approprié.

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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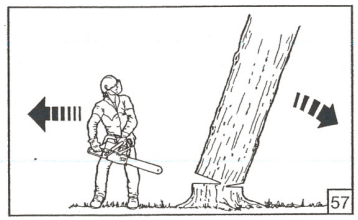
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Abattage

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.

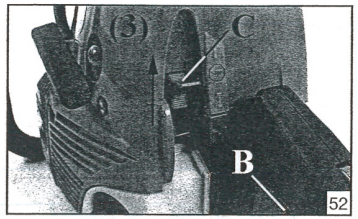
AVERTISSEMENT: Observez fréquemment la cime de l'arbre lorsque vous effectuez le trait d'abattage afin de vous assurer que l'arbre va chuter dans la direction souhaitée.

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).



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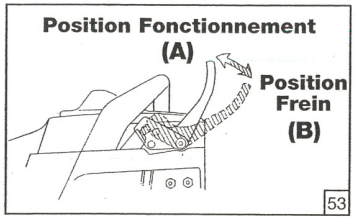

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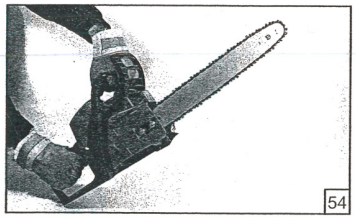
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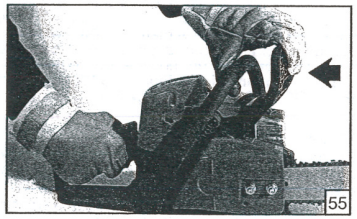
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Arrêt du moteur

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'étrangleur (⍾) / 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.

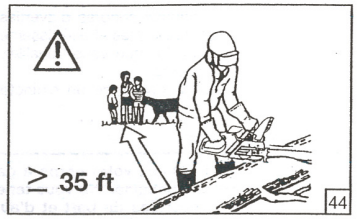
Fonctionnement du frein de chaîne

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. Replacez le frein de chaîne en position de fonctionnement en saisissant 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'arrêt 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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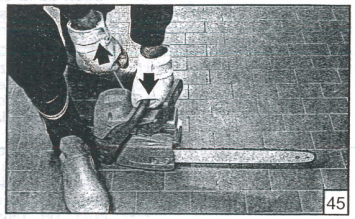
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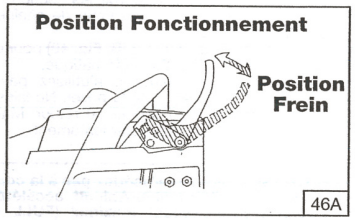

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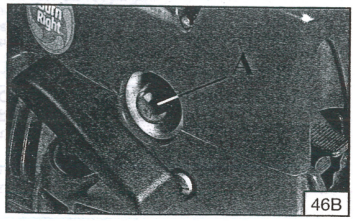


46B

Méthode de coupe de base

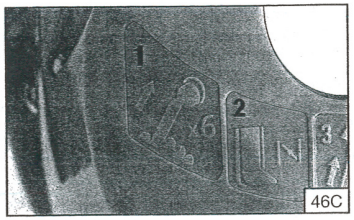
Exercez-vous sur quelques rondins de faible diamètre en utilisant la technique suivante afin de vous "familiariser" avec la prise en main de votre tronçonneuse avant de débuter des travaux de coupe plus conséquents.

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 aucun 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



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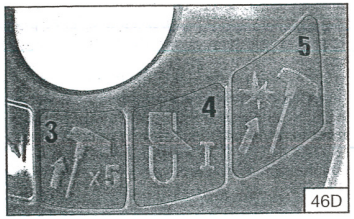

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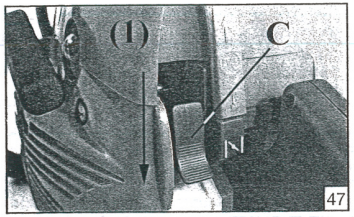

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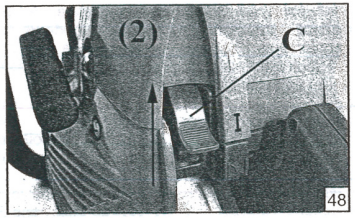

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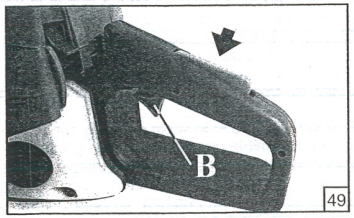

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capacité d'entendre les signaux sonores d'avertissement en cas de danger (tels que cris, alarmes et avertissements, etc.).
- Soyez extrêmement vigilant lorsque vous travaillez en pente ou sur des surfaces irrégulières.
- Durant l'utilisation de la tronçonneuse un extincteur devrait être disponible.

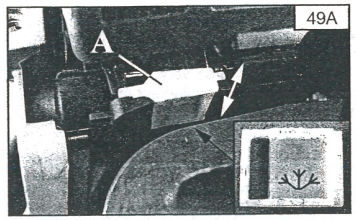
Démarrage du moteur

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.



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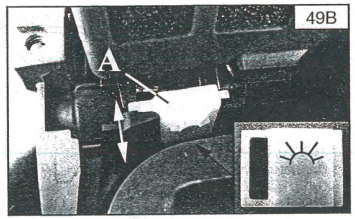

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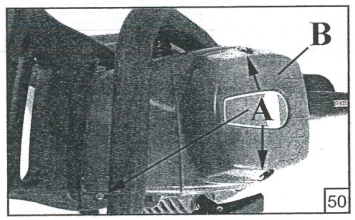

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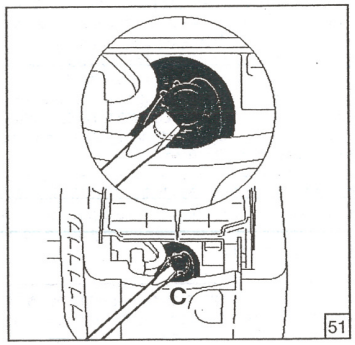

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AVERTISSEMENT: Les conditions climatiques et l'altitude peuvent affecter la carburation. Tenez les tierces personnes à distance de la tronçonneuse lors du réglage du carburateur.

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.

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 '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'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 levier 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.
- Basculer 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.

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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
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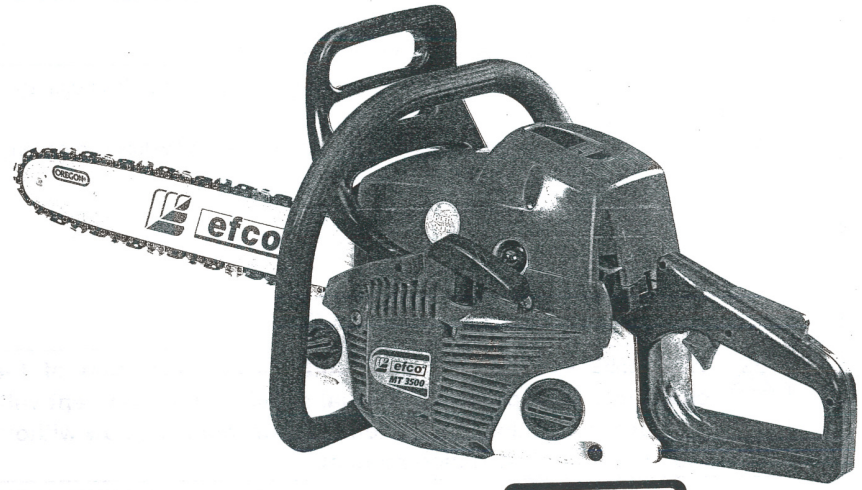

EN - MT 3500 chain saw is for occasional use only
FR - Tronçonneuse MT 3500 est à usage occasionnel seulement
ES - Motosierra MT 3500 es sólo para uso ocasional

EXHIBIT
NO. 2
3-20-13 PR

PENGAD 800-631-6989

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

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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.**

en

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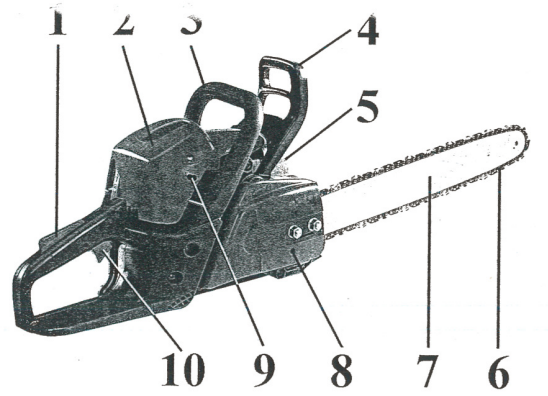
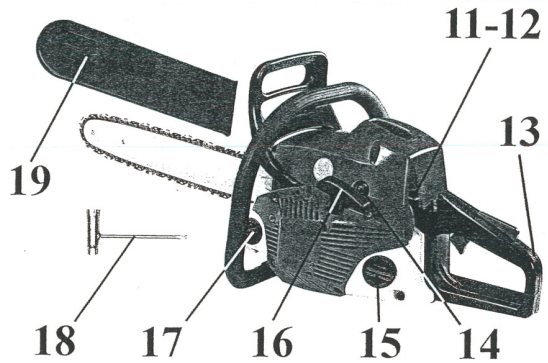




Chain Saw Components

1 - Throttle Trigger Lockout
2 - Air Filter Cover
3 - Front Handle
4 - Chain Brake Lever / Hand Guard
5 - Muffler
6 - Chain
7 - Guide Bar
8 - Guide Bar Adjusting Screw
9 - Carburetor Adjustment Screws
10 - Throttle Trigger
11 - On/Off Switch
12 - Choke Lever
13 - Rear Handle
14 - Purge Bulb
15 - Fuel Tank Cap
16 - Starter Handle
17 - Oil Tank Cap
18 - Combination Wrench
19 - Bar Cover

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 màxima 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 Simbols

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)

OIL

Chain Oil

Chain Brake

Chain Brake **ON**

Chain brake **OFF**

STOP

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.

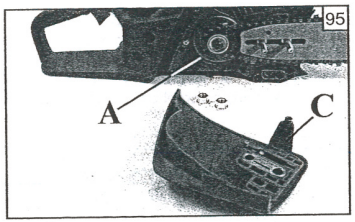
Utilización de la tabla de solución de problemas

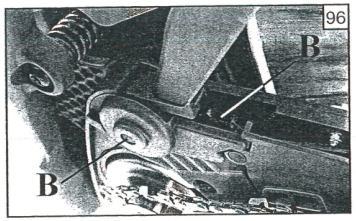
ADVERTENCIA: Pare siempre la unidad y desconecte la bujía antes de aplicar las siguientes soluciones recomendadas, excepto para las soluciones que requieran poner la unidad en funcionamiento.

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 empuse 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. **ADVERTENCIA: No toque nunca la cadena mientras el motor esté en funcionamiento.**	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.





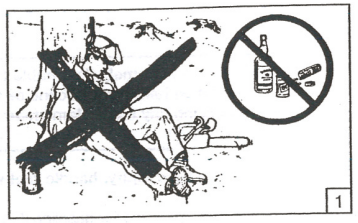
Freno de la cadena

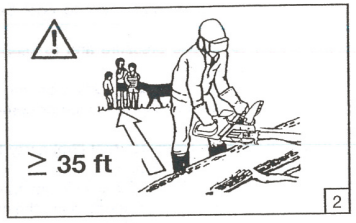
Si el freno de la cadena no funciona correctamente, extraiga la cubierta del embrague y limpie los componentes del freno. Compruebe la existencia de desgaste en la banda del freno **(A, Fig. 95)** y sustitúyala si está desgastada o deformada.

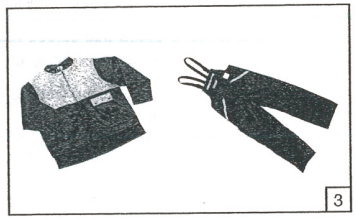
ADVERTENCIA: Si la banda del freno es demasiado fina por el desgaste, puede romperse al accionar el freno de la cadena. Si la banda del freno está rota, el freno no detendrá la cadena. El freno de la cadena se deberá sustituir en un concesionario de servicio autorizado si el grosor de alguna parte es 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.

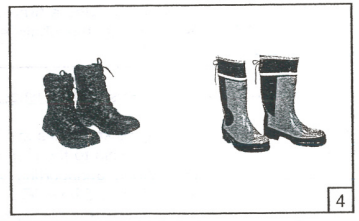
Mantenga siempre limpio el mecanismo del freno de la cadena y lubrique ligeramente la articulación **(B, Fig. 96).**
Tras realizar tareas de revisión o limpieza, compruebe siempre el rendimiento del freno de la cadena según se describe en la sección de funcionamiento correspondiente al freno de la cadena.

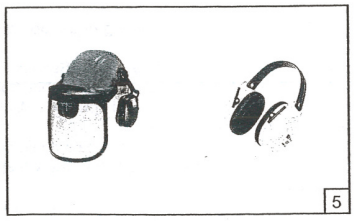
ADVERTENCIA: Compruebe el sujetador de la cadena/tope de seguridad (C, Fig. 95) y sustitúyalos si están dañados.





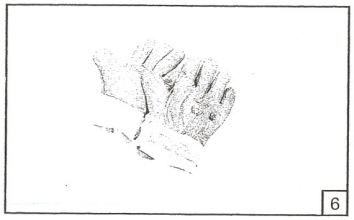






Basic Safety Precautions

- 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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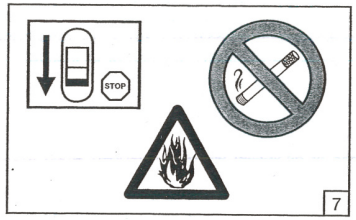

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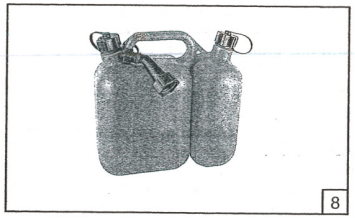
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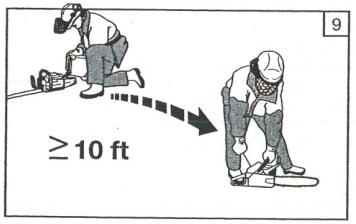

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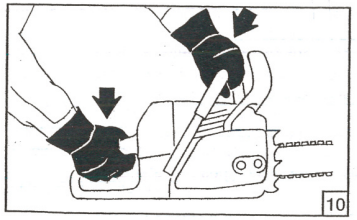
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Fuel Handling

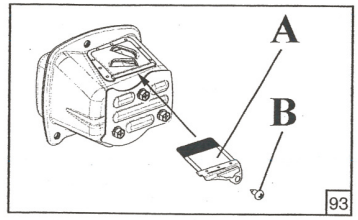
WARNING: Gasoline is an extremely flammable fuel. Use extreme caution when handling gasoline or fuel mix. Do not smoke or bring any fire or flame near the fuel or the chainsaw (Fig. 7).

- **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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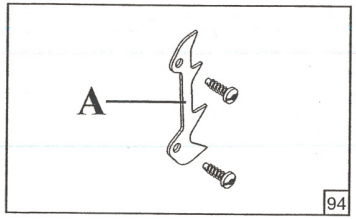

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Silenciador de supresión de chispas

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 et 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.

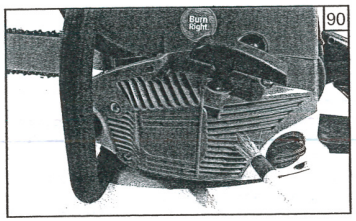
ADVERTENCIA: No utilice la motosierra si el silenciador está dañado, si falta o si se ha modificado. Si el silenciador no recibe un mantenimiento adecuado, aumentará el riesgo de incendios y de pérdida de la capacidad de audición.

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).



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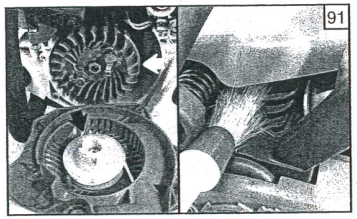
ADVERTENCIA: El resorte de la bobina está bajo tensión y podría salir despedido provocando lesiones graves. No intente nunca desmontarlo ni modificarlo.

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.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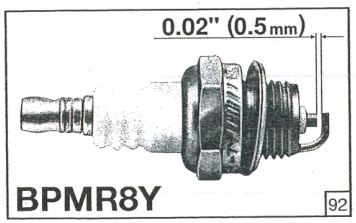
ADVERTENCIA: No ponga nunca la motosierra en marcha sin estar todas las piezas correctamente colocadas en su sitio, incluyendo la cubierta de la carcasa de transmisión y el alojamiento de arranque. Puesto que las piezas se pueden romper y salir despedidas, los trabajos de reparación del volante y el 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.



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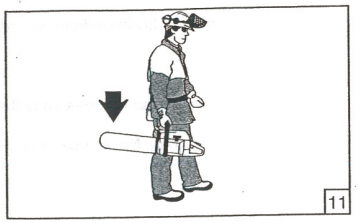
ADVERTENCIA: No someta nunca el sistema de encendido a pruebas con el conector del cable de encendido desconectado de la bujía o sin estar correctamente puesta la bujía, ya que las chispas no contenidas pueden provocar un incendio. Una conexión floja entre el terminal de la bujía y el conector del cable 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.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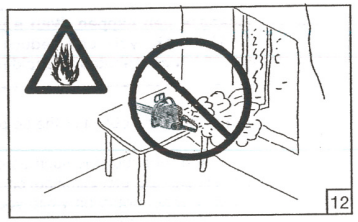
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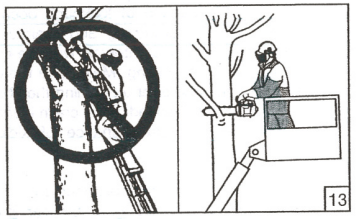
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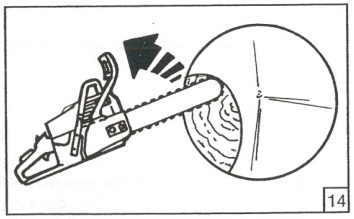
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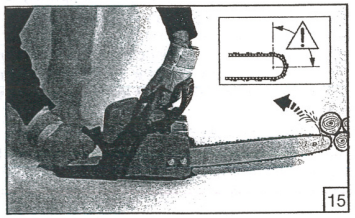
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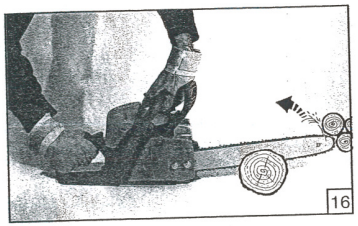
- As an additional safety precaution, apply the chain brake prior to setting down the saw.
- Only use the chain saw in well-ventilated places, do not operate the chain saw in explosive or flammable atmospheres or in closed environments (Fig. 12). Beware of carbon monoxide poisoning.
- Do not operate 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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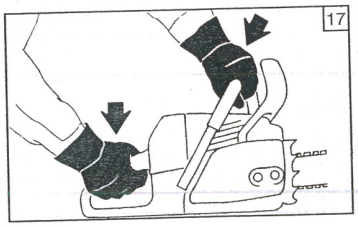
- Do not twist the saw as the bar is withdrawn from an undercut when bucking.

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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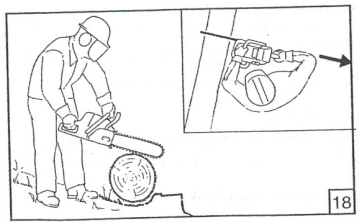
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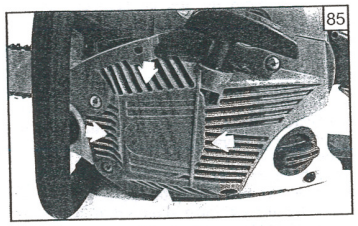
Maintain Control (Fig.17-18)

- 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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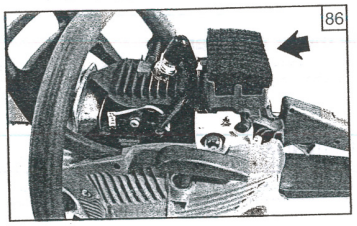
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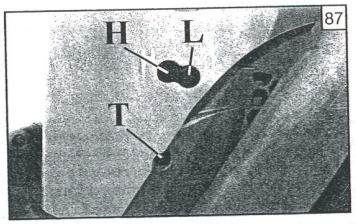

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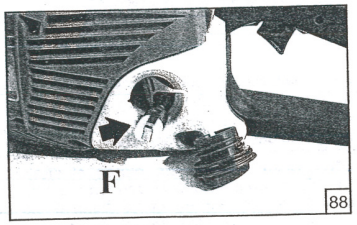

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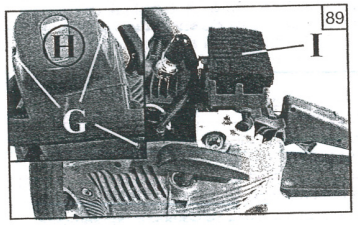

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- Barra guía doblada.
- Raíles agrietados o rotos.
- Raíles abiertos.

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.

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.

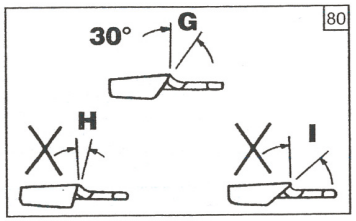
Filtro de combustible

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 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.



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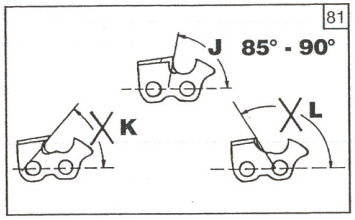

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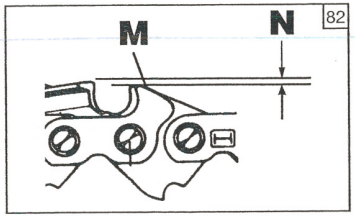

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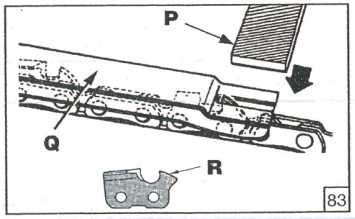

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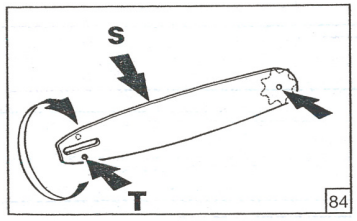

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Ángulo de la placa superior
Los soportes de lima se marcan con marcas guía para alinear la lima correctamente a fin de obtener el ángulo correcto de la placa superior (Fig. 80).
G) CORRECTO: 30°
H) INFERIOR A 30° : Para corte transversal
I) SUPERIOR 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

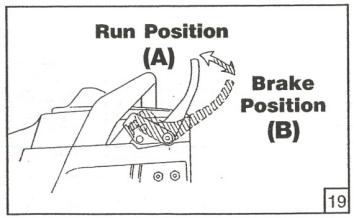
Cada día que utilice la unidad, invierta la barra guía de la sierra para distribuir el desgaste a fin de prolongar el máximo posible la vida útil de la barra (consulte la Fig. 84). Limpie la barra todos los días que la utilice, y compruébela para ver si está desgastada o dañada.
El biselado o rebabado de los raíles 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 raíles 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.



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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

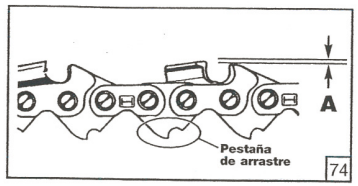
Reduced-kickback guide bars and low-kickback saw chains reduce the chance and magnitude of kickback and are recommended. Your saw has a low kickback chain and bar as original equipment. Repairs on a chain brake should be made by an authorized servicing dealer. Take your unit to the place of purchase 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°



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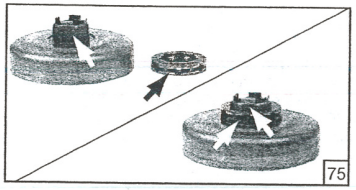
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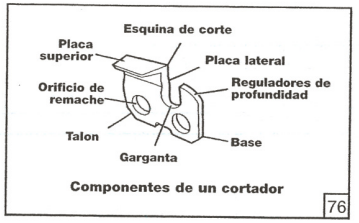

Componentes de un cortador
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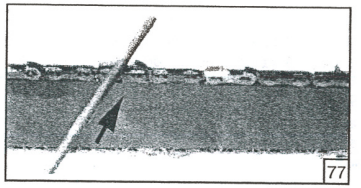
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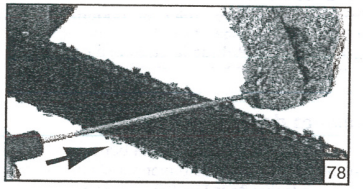
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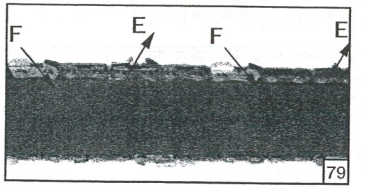

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Mantenimiento de la cadena

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	Sy 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					
Freno de la cadena	Comprobar el funcionamiento	X	X					
	Limpiar y lubricar				X			
	Comprobar en el concesionario						X	X
Depósito de combustible	Inspeccionar (fugas, grietas y desgaste)	X	X					
	Limpiar					X		
Depósito de aceite	Inspeccionar (fugas, grietas y desgaste)	X	X					
	Limpiar					X		
Filtro de combustible	Inspeccionar				X			
	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 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
Rueda dentada	Inspeccionar (daños y desgaste)				X			Reemplazar con cada cadena nueva
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						X
	Sustituir						X	Cada 6 meses
Aletas del cilindro	Limpiar					X		
Salidas de ventilación del sistema del motor de arranque	Limpiar			X				
Cuerda del motor de arranque	Inspeccionar (daños y desgaste)				X			
	Sustituir						X	
Carburador	Comprobar el ralentí (la cadena no debe girar al ralentí)	X	X					
Bujía	Comprobar la separación de las puntas del electrodo					X		
	Sostituir						X	Cada 6 meses
Soportes de vibración	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.

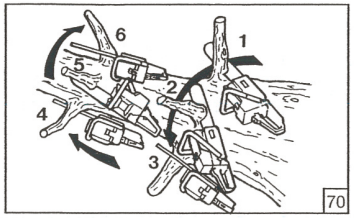
WARNING: All chain saw service, other than items in the Operator's Manual maintenance instructions, have to be performed by competent chain saw service personnel. (If improper tools are used to remove the flywheel or clutch, or if an improper tool is used to hold the flywheel in order to remove the clutch, 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.



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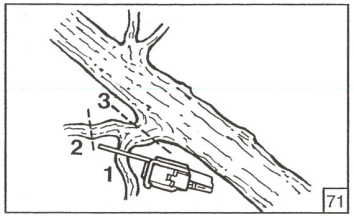

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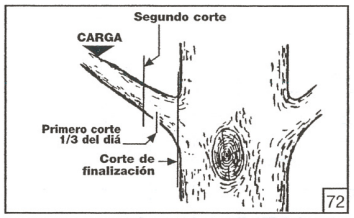

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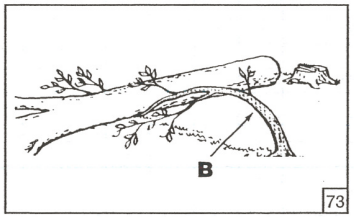

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Operación de corte de ramas (Fig. 70-71)

- 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)

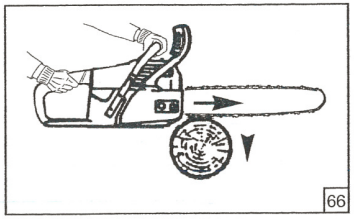
- Al podar árboles, es importante no realizar el corte alineado junto al tronco o rama principal hasta que haya cortado la rama situada más al exterior para reducir el peso. De esta forma se evita quitar la corteza del miembro principal.
- En el primer corte, tronce la rama por abajo 1/3; en el segundo 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.

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.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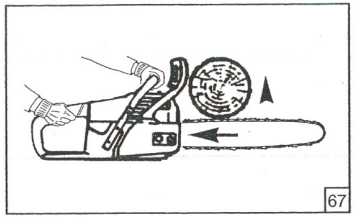
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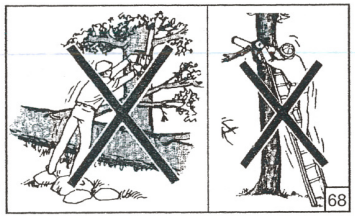
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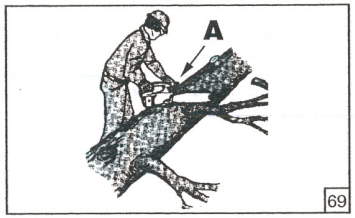

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Tipos de corte utilizados
Tronzado superior (Fig. 66)
Comience en el lado superior del tronco con la parte inferior de la sierra contra el tronco; ejerza una ligera presión hacia abajo.

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.

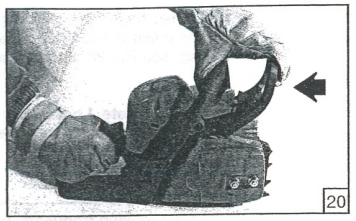
ADVERTENCIA: No ponga nunca la motosierra boca abajo para hacer cortes sesgados. La máquina no se puede controlar en esta posición. Haga siempre el primer corte en el lado de compresión del tronco. El lado de compresión es donde se concentra la presión del peso del tronco.

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.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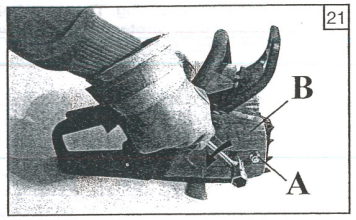

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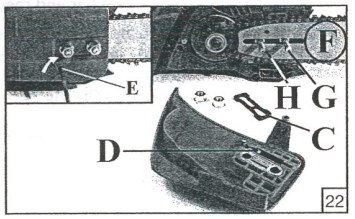

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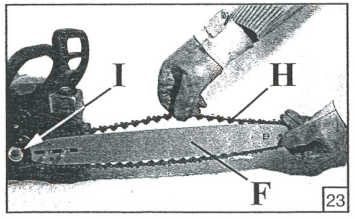

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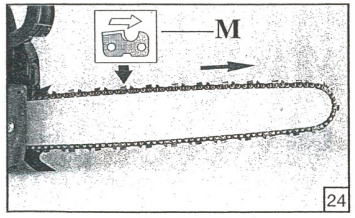

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Assembling the Bar and Chain

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.

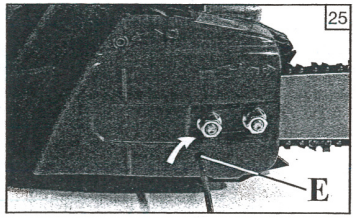
CAUTION: Severe damage can occur to the rim sprocket, clutch drum, guide bar and chain, if the chain is not correctly seated into the rim sprocket.

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.



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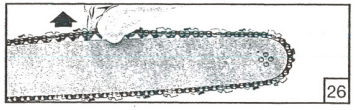
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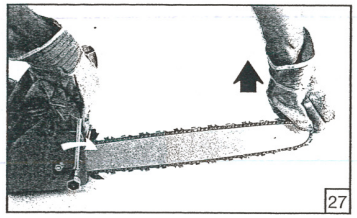
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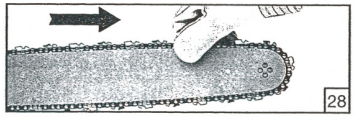
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13. Chain is correctly tensioned when there is no slack on the underside of the guide bar, the chain is snug, but it can be turned by hand without binding, see Fig. 28. Ensure that the chain brake is not set.

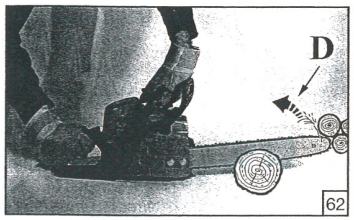
NOTE: If chain is too tight, it will not rotate. Loosen bar nuts slightly and turn adjusting screw 1/4 turn counterclockwise. Lift the tip of the guide bar up and retighten bar nuts.

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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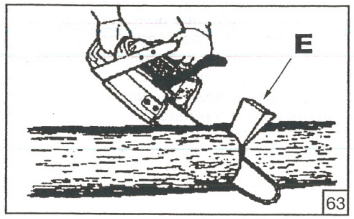

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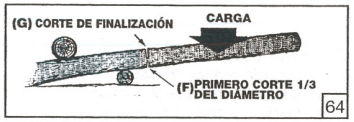

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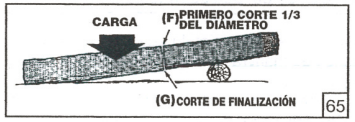

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Tronzado

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.

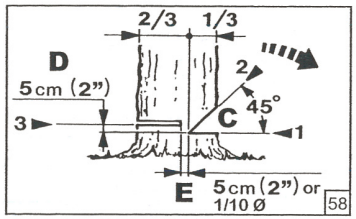
ADVERTENCIA: No se suba al tronco que esté cortando. Es posible que un trozo salga rodando, por lo que podría perder la estabilidad y el control. No corte en una parte en que estén enredados troncos, ramas y raíces. Arrastre los troncos a un área despejada antes de cortar sacando primero los troncos 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.



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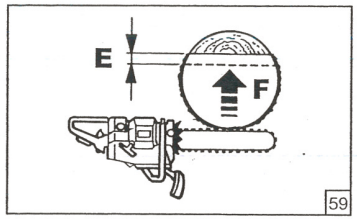

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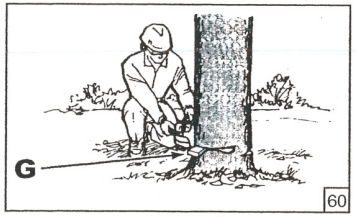

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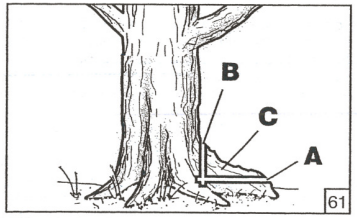

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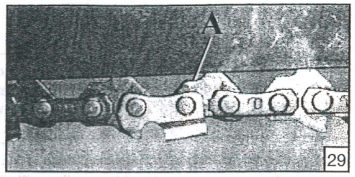
3. Corte una muesca **(C, Fig. 58)** de aproximadamente 1/3 del diámetro del tronco en el lateral del árbol. Haga los cortes de la muesca de forma que se crucen en ángulo recto con la línea de caída. Esta muesca se debe limpiar para obtener una línea recta. Para mantener el peso de la madera fuera de 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 derríbelo 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.



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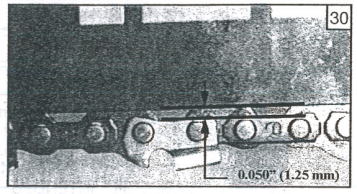

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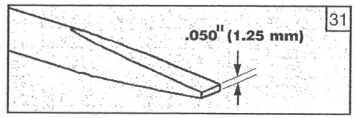

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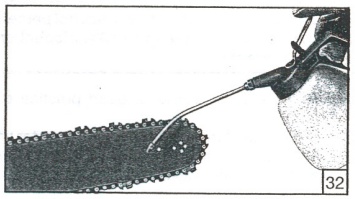
Chain Tension

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.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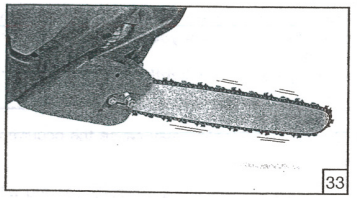
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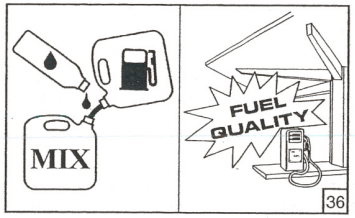
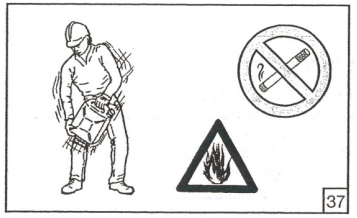
Breaking-in the Chain

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.**









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) Efco Two Cycle Engine Oil, which is specifically formulated for all Efco air-cooled two-stroke engines.
The correct oil / fuel proportions shown in the table below are suitable when using the Efco 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.

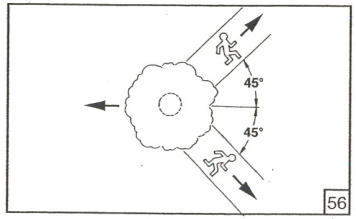
CAUTION: Never use a fuel with an alcohol percentage higher than 10%; gasohol up to 10% alcohol or E10 fuel are acceptable.

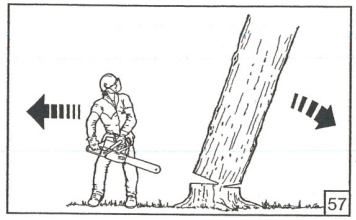
When using an Oxygenated Gasoline a good practice of Fuel Management is necessary.
Gasoline Oxygenated with alcohol readily takes/up water when it is present; the water may be condensed out of humid air or be a contaminant in the fuel system, including tank.

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.





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.

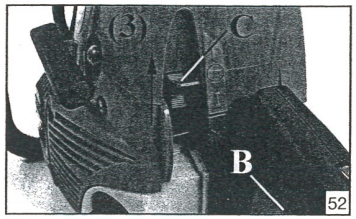
ADVERTENCIA: Eche un vistazo periódicamente a la parte superior del árbol mientras lo corta para asegurarse de que va a caer en la dirección deseada.

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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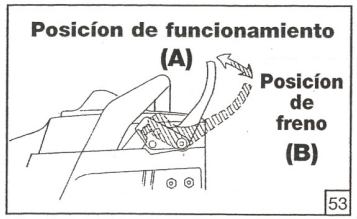

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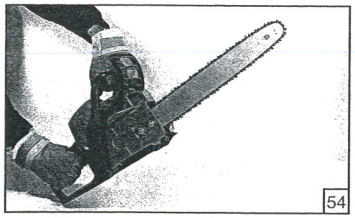
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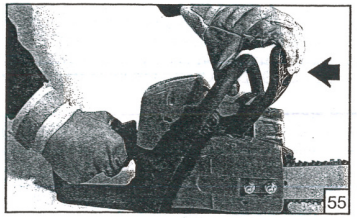
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Parada del motor

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 (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.

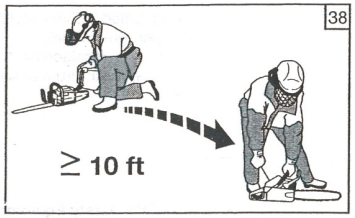
Funcionamiento del freno de la cadena

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.



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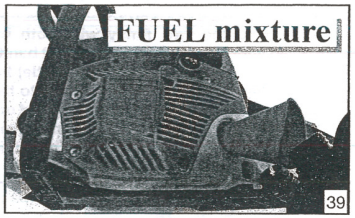

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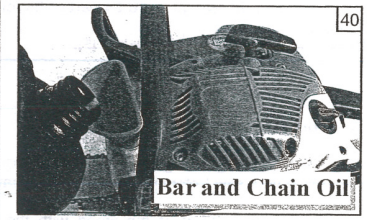

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Fuel Mixture

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.

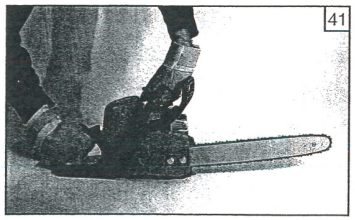
Chain Oil System (Fig. 40)

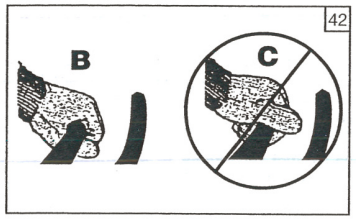
The bar and chain require continuous lubrication. Lubrication is provided by the automatic oiler system when the oil tank is kept filled. Lack of oil will quickly ruin the bar and chain. Too little oil will cause overheating shown by smoke coming from the chain and/or discoloration of the bar. In freezing 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.

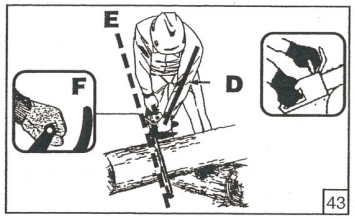
CAUTION: Never use waste oil. Always use biodegradable lubrificant that is specific for bar and chain and that is better for the environment and chainsaw's parts.

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.







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.**

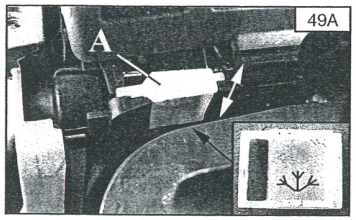
2. Maintain a proper grip **(B, Fig. 42)** on the saw whenever the engine is running. The fingers should encircle the handlebar and the thumb is wrapped under the handlebar. This grip is least likely to be broken (by a kickback or other sudden reaction of the saw). Any grip in which the thumb and fingers are on the same side of the handle **(C)**, is dangerous because a slight kick of the saw can cause loss of control.

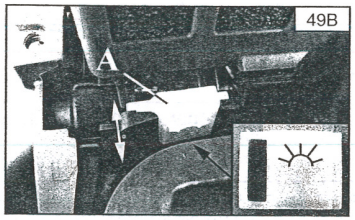
> ⚠ **WARNING:**
> **Proper Cutting Stance (Fig. 43)**
> - **Weight should be balanced on both feet - feet on solid ground.**
> - **Keep arm with elbow locked in a "straight arm" position (D) to withstand any kickback force.**
> - **Your body should always be to the left of the chain line (E).**
> - **Thumb on underside of handlebar (F).**

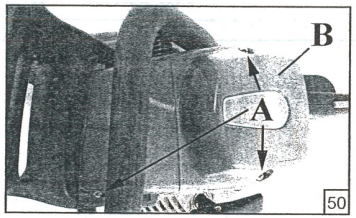
Basic Cutting Procedure

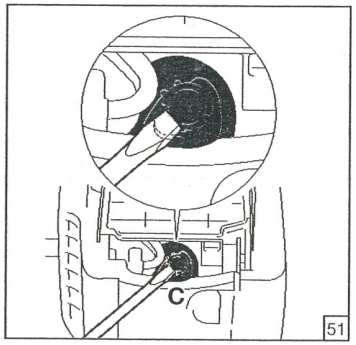
Practice cutting a few small logs using the following technique to get the "feel" of using your saw before you begin a major sawing operation.

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.









> ⚠ **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

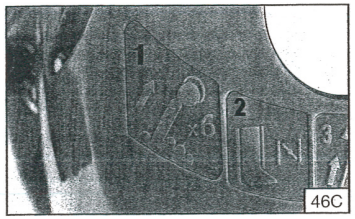
El motor alcanza su potencia máxima tras un período de actividad de 5 a 8 horas.
Durante este período de rodaje, no ponga la máquina a aceleración máxima si no está cortando, a fin de evitar tensiones de funcionamiento excesivas.

> ⚠ **PRECAUCIÓN: Durante el período de rodaje, no varíe la carburación para obtener un incremento de potencia; el motor puede dañarse.**

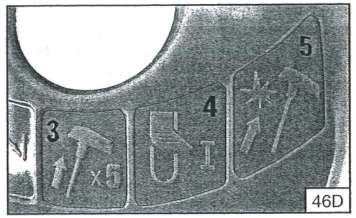
Arranque difícil (o arranque de un motor ahogado)
El motor puede estar ahogado con demasiado combustible si no arranca tras 10 tirones. El exceso de combustible de los motores ahogados se puede eliminar siguiendo el procedimiento de arranque del motor en caliente indicado anteriormente. Asegúrese de 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.

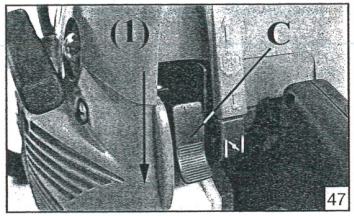
- Ajuste el interruptor de masa en la posición **STOP.**
- Suelte los tornillos de la tapa de la bujía **(A, Fig. 50).**
- Extraiga la cubierta del filtro **(B)**.
- Acople una herramienta adecuada en la funda de la bujía **(C, Fig. 51).**
- Haga palanca para sacar la funda de la bujía.
- Desenrosque 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.



46C



46D



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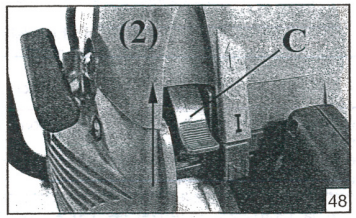

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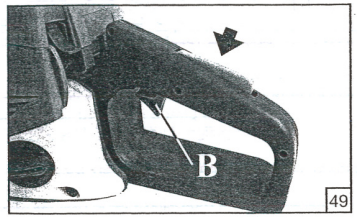

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Arranque del motor

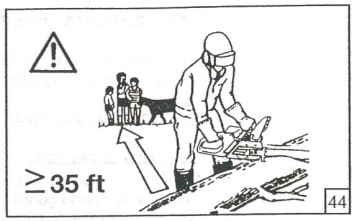
ADVERTENCIA: Mantenga el cuerpo a la izquierda de la línea de la cadena. No separe nunca la sierra ni la cadena; tampoco se debe inclinar más allá de la línea de la cadena. El freno de la cadena debe estar accionado al arrancar la motosierra.

- 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.



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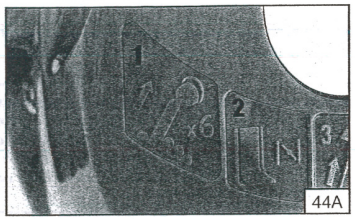
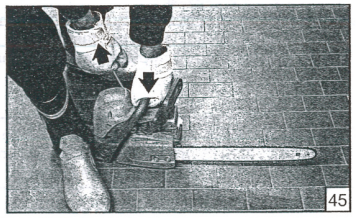


44A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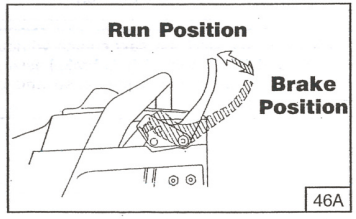
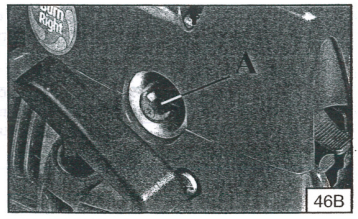


46A



46B

Work Area Precautions

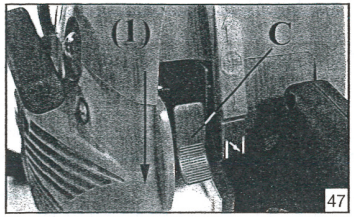
WARNING: Cut only wood or materials made from wood. Do not cut metal, plastics, masonry, or non-wood building materials.

- 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 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)**.



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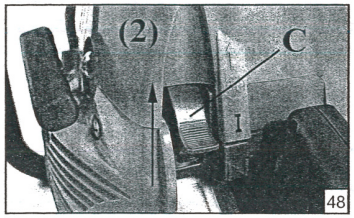

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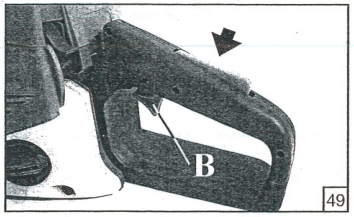

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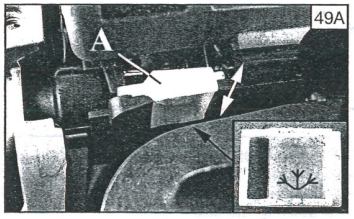
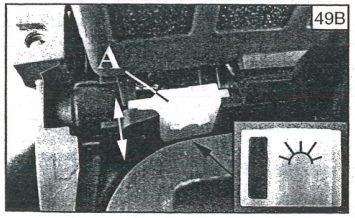


49A



49B

- 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.

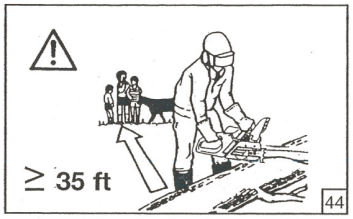
WARNING: Weather conditions and altitude may affect carburetion. Do not allow bystanders close to the chain saw while adjusting the carburetor.

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 carburettor.
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.



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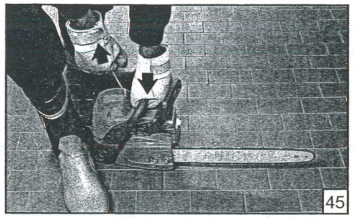
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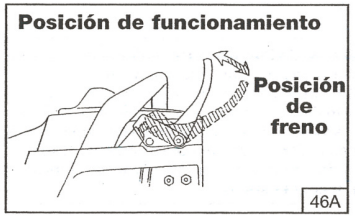
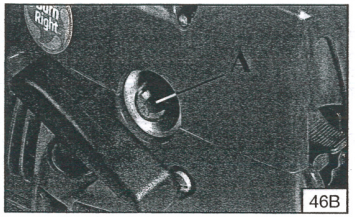


46A



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 tale 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 utilizacion de la motosierra tiene que ser diponible un extintor de incendios.

es

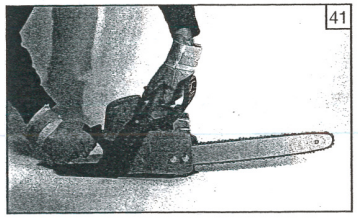
PRECAUCIÓN: No utilice aceites sucios, utilizados ni contaminados. Si lo hace, se pueden producir daños en la bomba de aceite, en la barra o en la cadena.

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.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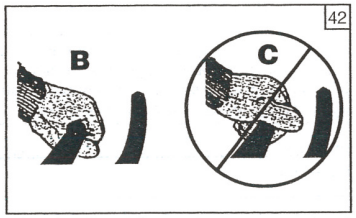
1. Utilice guantes antideslizantes para obtener el máximo agarre y protección.

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.



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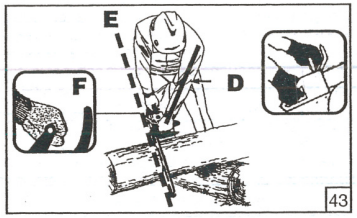
2. Mantenga la motosierra correctamente agarrada **(B, Fig.42)** cuando el motor esté en marcha. Los dedos deben rodear la empuñadura y el pulgar debe quedar debajo de ella. Esta forma de agarrar es la más firme ante rebotes u otras reacciones repentinas de la motosierra. Resultará peligroso si agarra 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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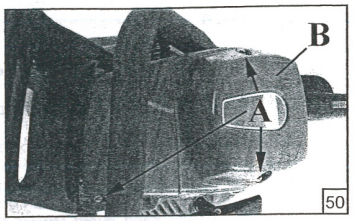
ADVERTENCIA:
Postura adecuada para cortar (Fig. 43)
- **El peso debe estar equilibrado sobre ambos pies y éstos deben estar sobre un terreno firme.**
- **Mantenga el brazo con el codo fijo en posición de "brazo recto" (D) para resistir cualquier fuerza de rebote.**
- **El cuerpo debe estar siempre a la izquierda de la línea de la cadena (E).**
- **El pulgar debe estar en la parte inferior de la empuñadura (F).**

en



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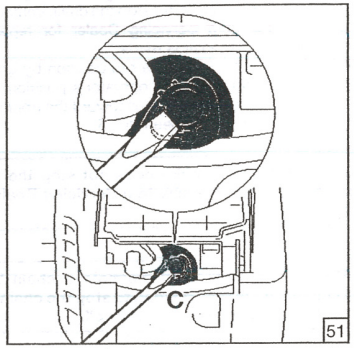

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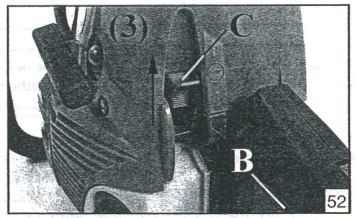

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52A

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 swich 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 swich to I, the starting position.
- Set the choke lever to warm start – even if engine is cold.
- Now start the engine.

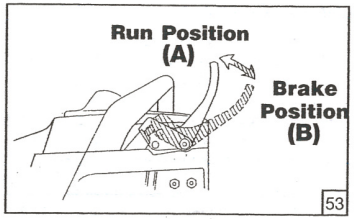
Stopping The Engine

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 / 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 idle speed 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.



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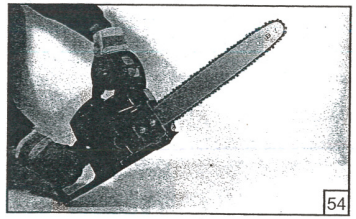
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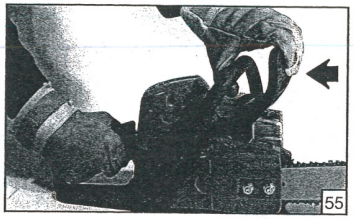
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Chain Brake Operation

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

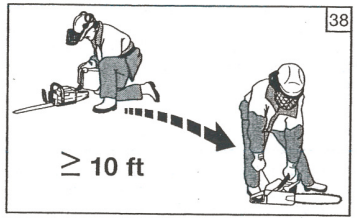
WARNING: Do not fell trees during periods of high wind or heavy precipitation.

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.



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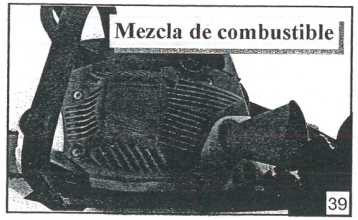

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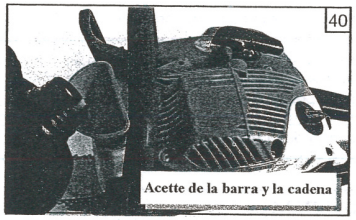

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Mezcla de combustible

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)

Llenado 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 utilizacion de la motosierra tiene que ser diponible 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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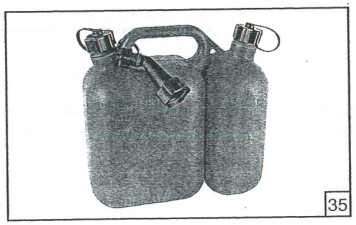
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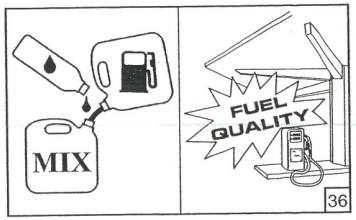

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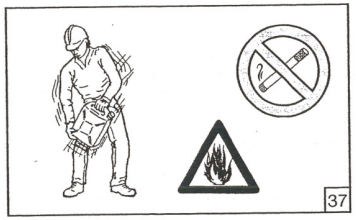
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Púa de tronzado

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 v·lidas 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.

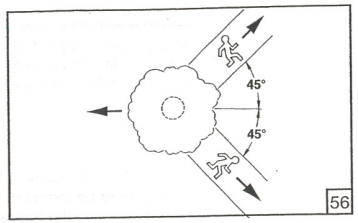
PRECAUCIÓN: No utilice nunca combustible con un porcentaje de alcohol superior al 10%; se puede utilizar gasohol con un máximo de 10% de alcohol o combustible E10.

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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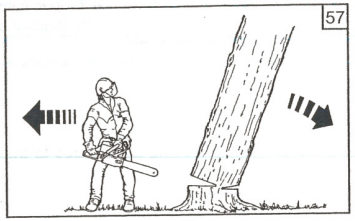
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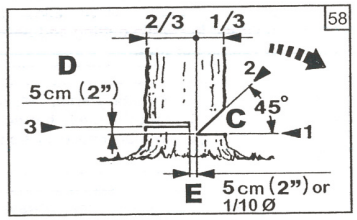

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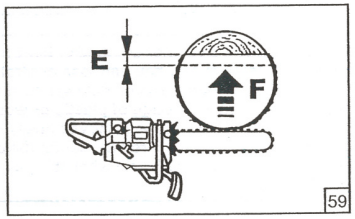

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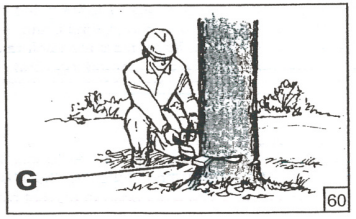

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WARNING: Periodically glance at the top of the tree during the backcut to assure the tree is going to fall in the desired direction.

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!

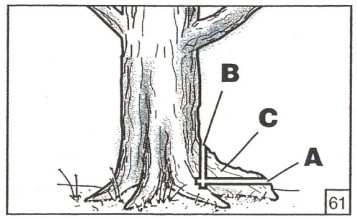
- Carefully plan your sawing operation in advance.
- Clear the work area. You need a clear area all around the tree so you can have secure footing.
- The chain saw operator should keep on the uphill side of the terrain as the tree is likely to roll or slide downhill after it is felled.
- Study the natural 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.

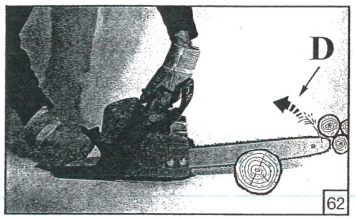
1. Pick your escape route (or routes in case the intended route is blocked). Clear the immediate area around the tree, and make sure there are no obstructions in your planned path of retreat. Clear path of safe retreat (Fig. 56) 45° from planned line of fall (Fig. 57).
2. Consider the force and direction 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.

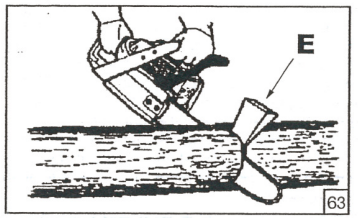


Bucking

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.



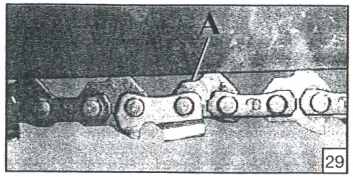
WARNING: Keep a clear cutting area. Make sure that no objects can contact the guide bar nose and chain during cutting, this can cause kickback (D, Fig. 62).

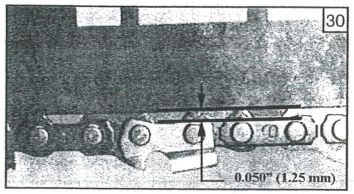
WARNING: During bucking operations always stand on the uphill side so that the cut-off section of the log can not roll over you.

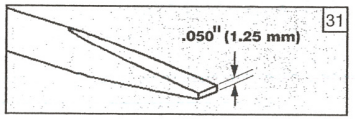
WARNING: If saw becomes pinched or hung in a log, don't try to force it out. You can lose control of the saw resulting in injury and/or damage to the saw. Stop the saw, drive a wedge of plastic or wood into the cut until the saw can be removed easily (E, Fig. 63). Restart the saw and carefully reenter 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.







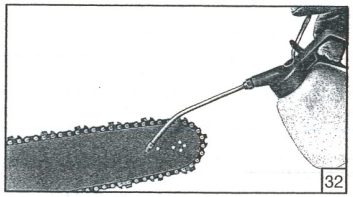
Tensión de la cadena

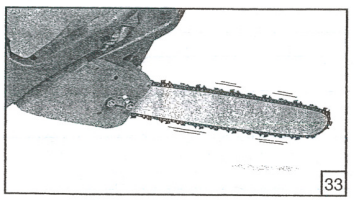
ADVERTENCIA: No toque nunca ni ajuste la cadena con el motor en marcha. Puesto que la cadena está muy afilada, utilice siempre guantes protectores cuando realice trabajos de mantenimiento en ella.

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.

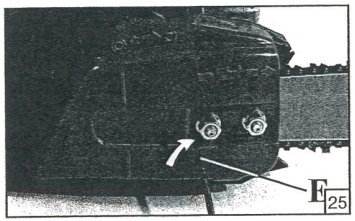
PRECAUCIÓN: Si la cadena es nueva, se deberá volver a tensar con mayor frecuencia que una que se haya utilizado durante algún tiempo.

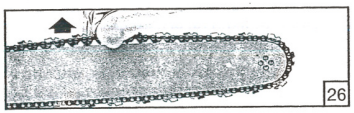


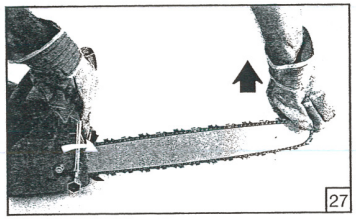


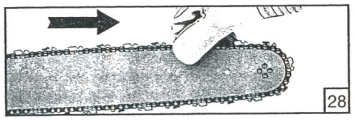
Rodaje de la cadena

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.**









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.

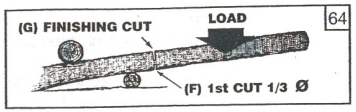
NOTA: La cadena no girará si está demasiado tensa. Afloje ligeramente las tuercas de la barra y gire el tornillo de ajuste 1/4 de vuelta en el sentido contrario a las agujas del reloj. Levante la punta de la barra guía y vuelva a apretar las tuercas de la barra.

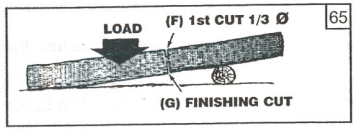
ADVERTENCIA: Compruebe la tensión de la cadena con frecuencia cuando utilice la motosierra. No toque nunca ni ajuste la cadena con el motor en marcha. Puesto que la cadena está muy afilada, utilice siempre guantes protectores cuando realice trabajos de mantenimiento en ella.

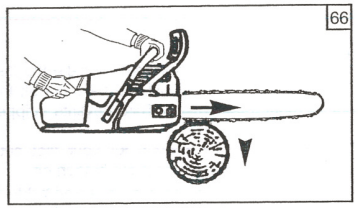
ADVERTENCIA: La cadena de repuesto debe contar con las mismas características de rebote o de menor rebote que la suministrada originalmente.

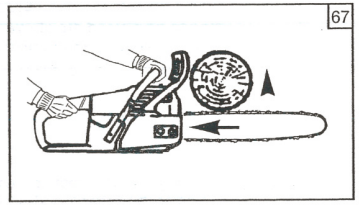
ADVERTENCIA: Si la motosierra se utiliza estando la cadena floja, ésta podría saltar de la barra guía y podrían producirse lesiones graves como resultado.

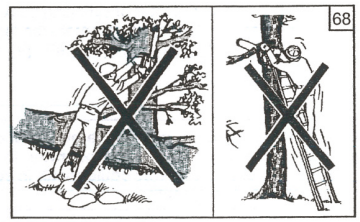
ADVERTENCIA: No ponga nunca la motosierra en marcha con la cubierta de la rueda dentada suelta.

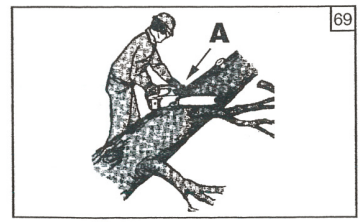












Logs Under Stress (Fig. 64-65)
Make the first bucking cut **(F)** 1/3 of the way through the log and finish with a 2/3 cut **(G)** on the opposite side. As the log is being cut, it will tend to bend. The saw can become pinched or hung in the log if you make the first cut deeper than 1/3 of the diameter 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.

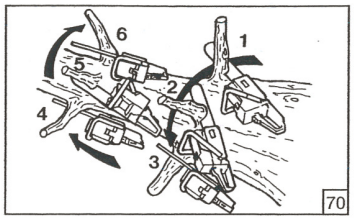
WARNING: Never turn saw upside down to undercut. The saw cannot be controlled in this position. Always make your first cut on the compression side of the log. The compression side of the log is where the pressure of the log's weight is concentrated.

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.



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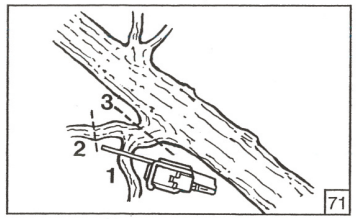

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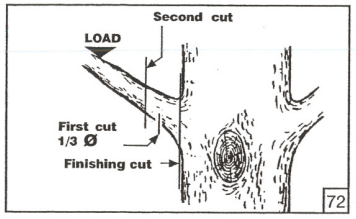

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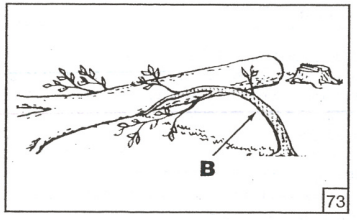

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Limbing Operation (Fig. 70-71)

- 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)

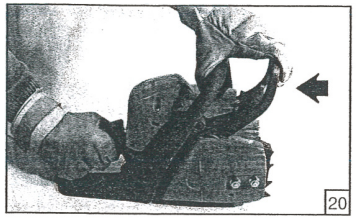
- When pruning trees it is important not to make the flush cut next to the main limb or trunk until you have cut off the limb further out to reduce the weight. This prevents stripping the bark from the main member.
- Underbuck the branch 1/3 through for your first cut, your second cut should overbuck 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.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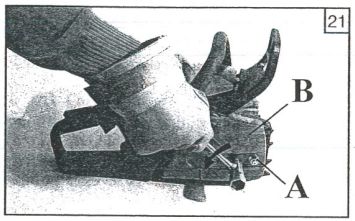

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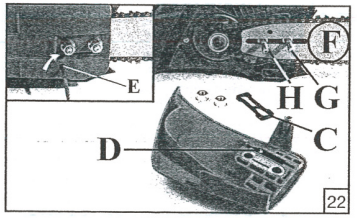

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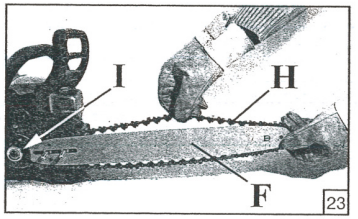

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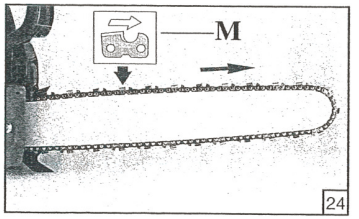

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Montaje de la barra y la cadena

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.

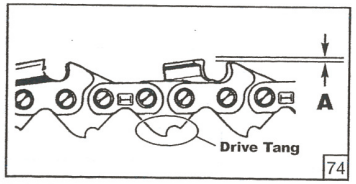
ADVERTENCIA: Utilice solamente los accesorios y las piezas de repuesto recomendadas.

- 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 maintanance 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	Weehly	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 Muffer)	Inspect (Damage, and Wear)				X			
	Clean or Replace						X	X
All Accessible Screws and Nuts (not Adjusting Screws)	Inspect	X						
	Retighten				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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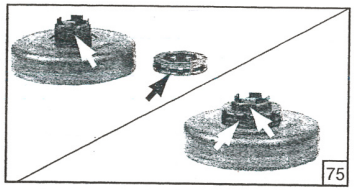
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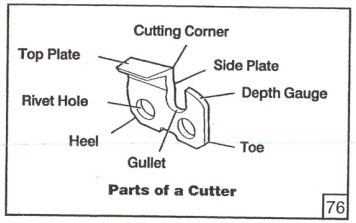

Parts of a Cutter
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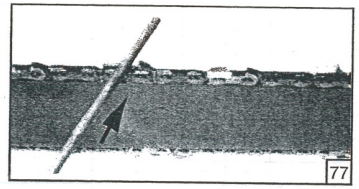
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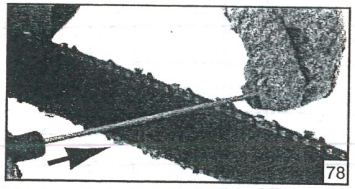
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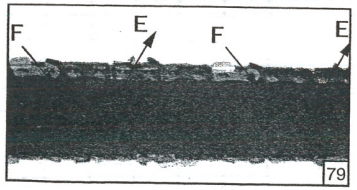

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Chain Maintenance

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.

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	Candidad 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

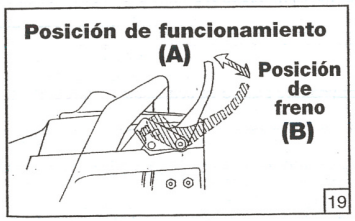
> ⚠ **ADVERTENCIA: Las siguientes características están incluidas en la motosierra para contribuir a reducir el peligro de rebote; no obstante, dichas características no eliminarán por completo esta peligrosa reacción. Como usuario de la motosierra, no confíe únicamente en los dispositivos de seguridad. 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.**



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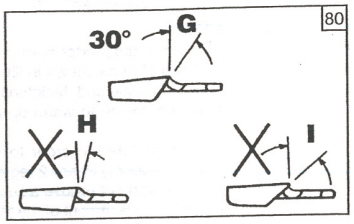

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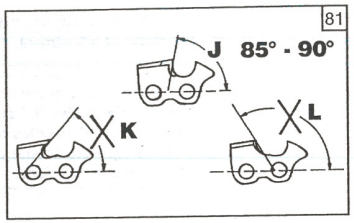

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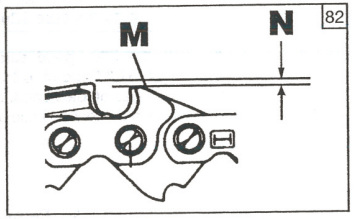

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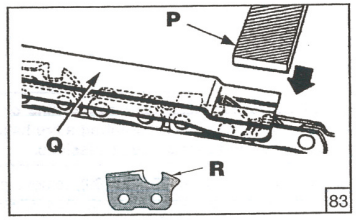

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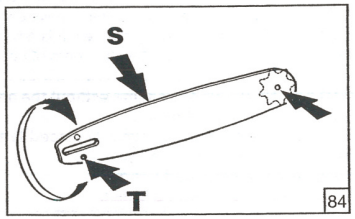

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Top Plate Angle
File holders are marked with guide marks to align file properly to produce correct TOP PLATE ANGLE (Fig. 80).
G) CORRECT- 30°
H) LESS THAN 30° - For Cross Cutting.
I) MORE THAN 30°- Feathered Edge Dulls Quickly.

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.

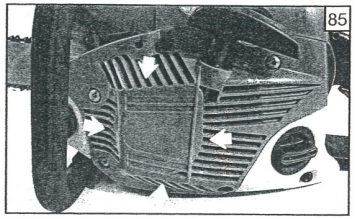
Use a Flat File and a Depth Gauge Jointer to lower all gauges uniformly (Fig. 83).
P) FLAT FILE
Q) DEPTH GAUGE JOINTER
Depth gauge jointers available in .020" to .035" (0.5 mm to 0.9mm). After lowering each depth gauge, restore original shape by rounding the front **(R)**. Be careful not to damage adjoining 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.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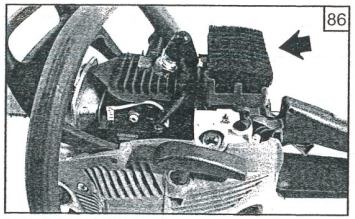
Carburetor Adjustment

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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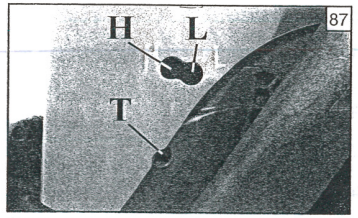
WARNING: Serious damage can occur to the engine if improper adjustments are made to the "L" and "H" needles. Do not force the "L" and "H" needles outside the adjustment range in such case the engine will not run in compliance with emissions regulations.



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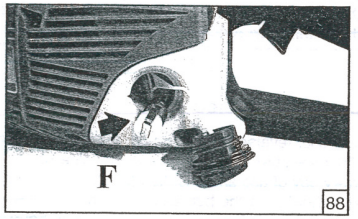
Idle Speed Adjustment

- 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.



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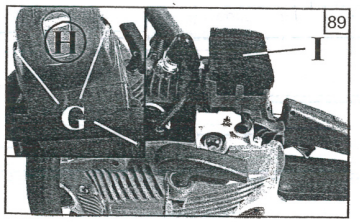
Fuel Filter

Check the fuel filter **(F, Fig. 88)** periodically. Replace it if contaminated or damaged.



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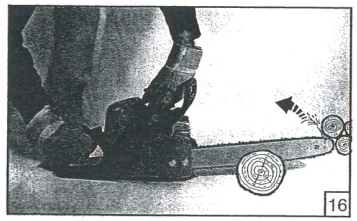
Air Filter

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.

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 tuerza la motosierra mientras retira la barra de un corte sesgado al tronzar.

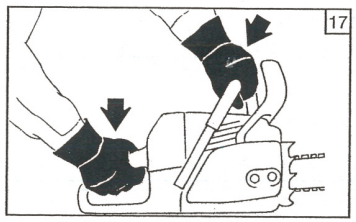
Evite los tirones:

- 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.
- Extreme 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.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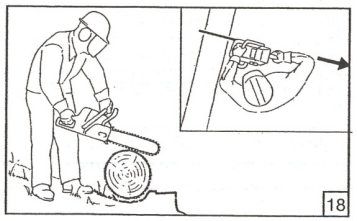
Mantenga el control (Fig.17-18)

- 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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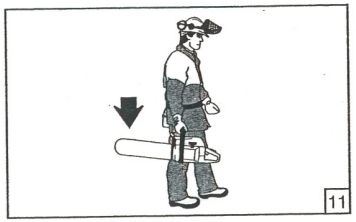
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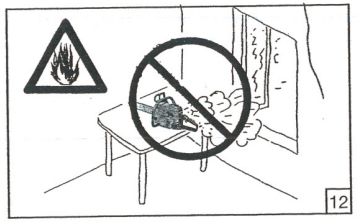
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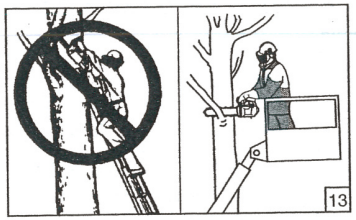
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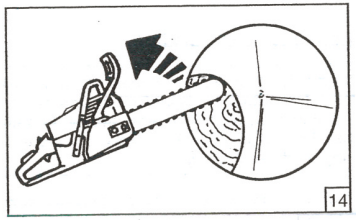
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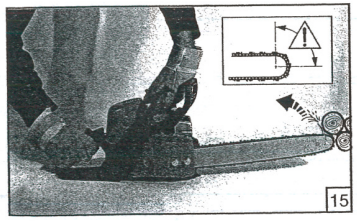
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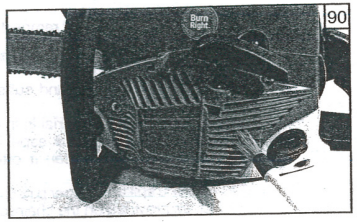
- Antes de arrancar el motor, compruebe que la cadena no toca ningún objeto. No arranque nunca la motosierra cuando la barra guía se encuentre en un corte.
- Apague el motor antes de dejar la motosierra en el suelo. No deje el motor en marcha desatendido.
- Como precaución de seguridad adicional, accione 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 atencion a la posibilidad de envelenamento de monoxido 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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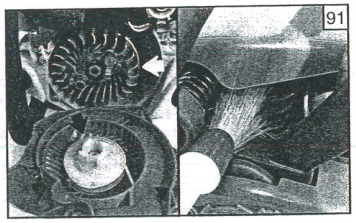
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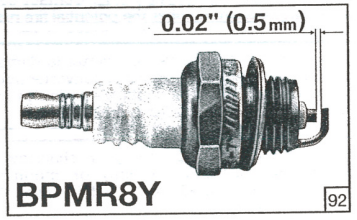

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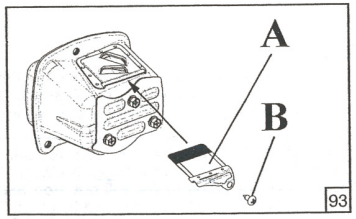


93

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.

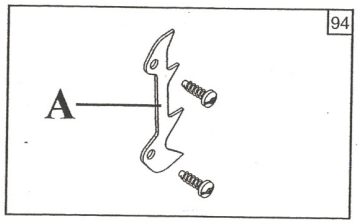
Spark Arresting Muffler

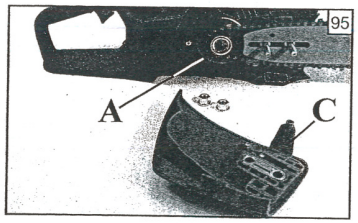
The chainsaw is provided with a Spark Arrester System p.n. 50240109 (Fig. 93) complying with the requirements of SAE J335 standard; you can check the p.n. of the Spark Arrester System on the muffler itself.

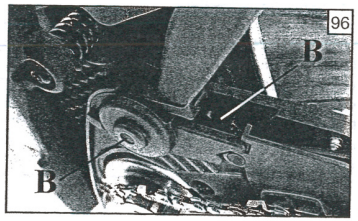
WARNING: A faulty or altered spark arrester system screen can create a fire hazard.

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

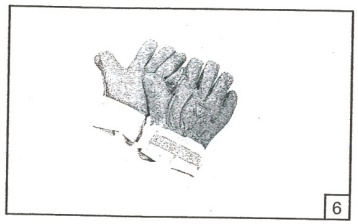
If the chain brake does not work properly, remove the clutch cover and clean the chain brake components. Check for wear on the brake band **(A, Fig. 95)** and replace if worn or deformed.

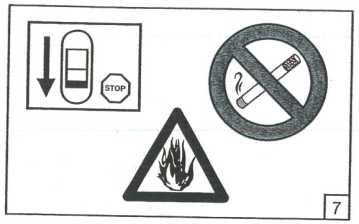
WARNING: If the brake band is worn too thin it may break when the chain brake is triggered. With a broken brake band, the chain brake will not stop the chain. The chain brake should be replaced by an authorized service dealer if any part is worn to less than 0.02" (0.6 mm) thick. Repairs on a chain brake 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.

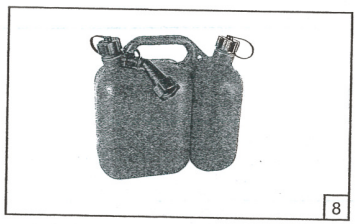
Always keep the chain brake mechanism clean and lightly lubricate the linkage **(B, Fig. 96)**.

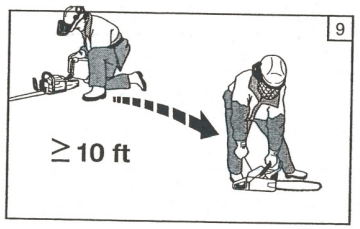
Always test the chain brake performance after servicing or cleaning per the Operation - Chain Brake Section.

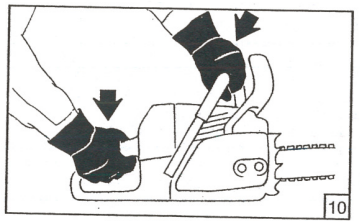
WARNING: Check and, if damaged, replace the chain catcher / safety stop (C, Fig. 95).











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.**

"foreseeable" duty

Statutory torts
Sect. 318
Not applicable in animals

agent vs. contractor

Level of control

Kajawa

February 17, 2016

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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,

Bobby L. Lanford

Dr. Bobby L. Lanford, PhD

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Chicago South
P.O. BOX 5720
WOODRIDGE IL 605170720

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

YOUR CLIENT: PAUL DULBERG

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

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.~~ 1016 W. Elder in McHenry, IL. _____ INITIAL HERE _____ INITIAL HERE

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 _____, _____

_____(Seal)
Signature

_____(Seal)
Name printed

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

DYNAMIC HAND THERAPY
Initial Evaluation

Name: Paul 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 transposition 4-5 years ago; DJD C3,7

Occupation: Graphic Design Hand Dominance (R) L

Precautions: _____

SUBJECTIVE:
Pain: 1-2 / 10 at rest / best 8 /10 with activity / at worst

Details: Pain ↑'d w/night – wakes him w/night, ↑'d c̄ activity; pain occurs where scar seems adhered to ulnar boarder of ulna

OBJECTIVE:
Wound/Scar: Healed well; mild hypertrophy noted; mild adherence to muscular 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 & 3pt pinch.

Flexibility: *Intrinsics/Extrinsics:* Tight extrinsics and intrinsics

Function/ADL's: Prior level of function: (I) c̄ RUE

Current level of function: Difficulty hammering, writing, mousing (work involves typing/mo
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/
FDS RF 4+/5 c̄ pain

Patient name: Paul Dulberg

Assessment/Therapist impression: Pt presents 2 per, ROM deficits, strength deficits, Tight 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. (I) (R) wrist extension x 5-8" to (I) pt's ability to bear weight through palm.
2. (I) (R) grasp x 3-5" to (I) pt's ability to open containers
3. (I) (R) pro x 5° to (I) pt's ability to pour coffee.

Long term
1. Maximizing functional use of RUE 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 US, CP, US

Manual Techniques STM, scar control, edema, MFR

Therapeutic Exercise/Activities Stretching, scar mob, TGE, Nerve gliding, gentle strengthening as tolerated, isolated ADS, desensitization

Splinting

Other

Frequency 2 times / week for 4 weeks or 8 visits

FAX DEC 12 2011

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 date

Physician Signature 12/12/11 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: 2/6/12

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: 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 @ scar

See flow sheet for: * Cont Wartenberg's sign SF

☐ Edema: _____

☑ Sensation: 6.6S (Deep pressure sensation) ulnar hand, Diminished protective sensation ulnar forearm

☑ ROM: ↑'d elbow extension, pro/sup, wrist ext and UD noted

☑ Strength: ↓'d grasp x 12 lb since previous eval, decreased pinch noted since initial visit

Treatment summary to date: Focus of Ca has been scar control, desensitization, stretching, place: hold, TGE/isolated FDS, composite stretching

Assessment/therapist impression: Pt presents ↑ 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 ~~stte~~ progress and overall strength

Goals: STG's met: ☑ yes ☑ no LTG's met: ☐ yes ☐ no

Revised functional goals: Rom/pain goal (grasp)

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 some specific

problem that is not being improved in therapy - this

Splinting: SF FDS appears to be effecting his ulnar nerve

Other: every time it is fired.

Hand OT - RTWD

Frequency/Duration: _____ 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: _____

Therapist Signature

Physician's Signature date 2/8/12

PLEASE FAX BACK TO: 847-587-3346

FAXED
FEB - 9 2012

Subject: Re: Pictures of my arm
Date: Wednesday, January 4, 2012 at 9:16:03 AM Central Standard Time
From: Hans Mast
To: pdulberg@comcast.net
Attachments: DSC_0025.JPG, DSC_0010.JPG

Thanks Paul..

----- Original Message -----
From: pdulberg@comcast.net
To: hansmast@comcast.net
Sent: Tue, 03 Jan 2012 22:51:43 -0000 (UTC)
Subject: Pictures of my arm

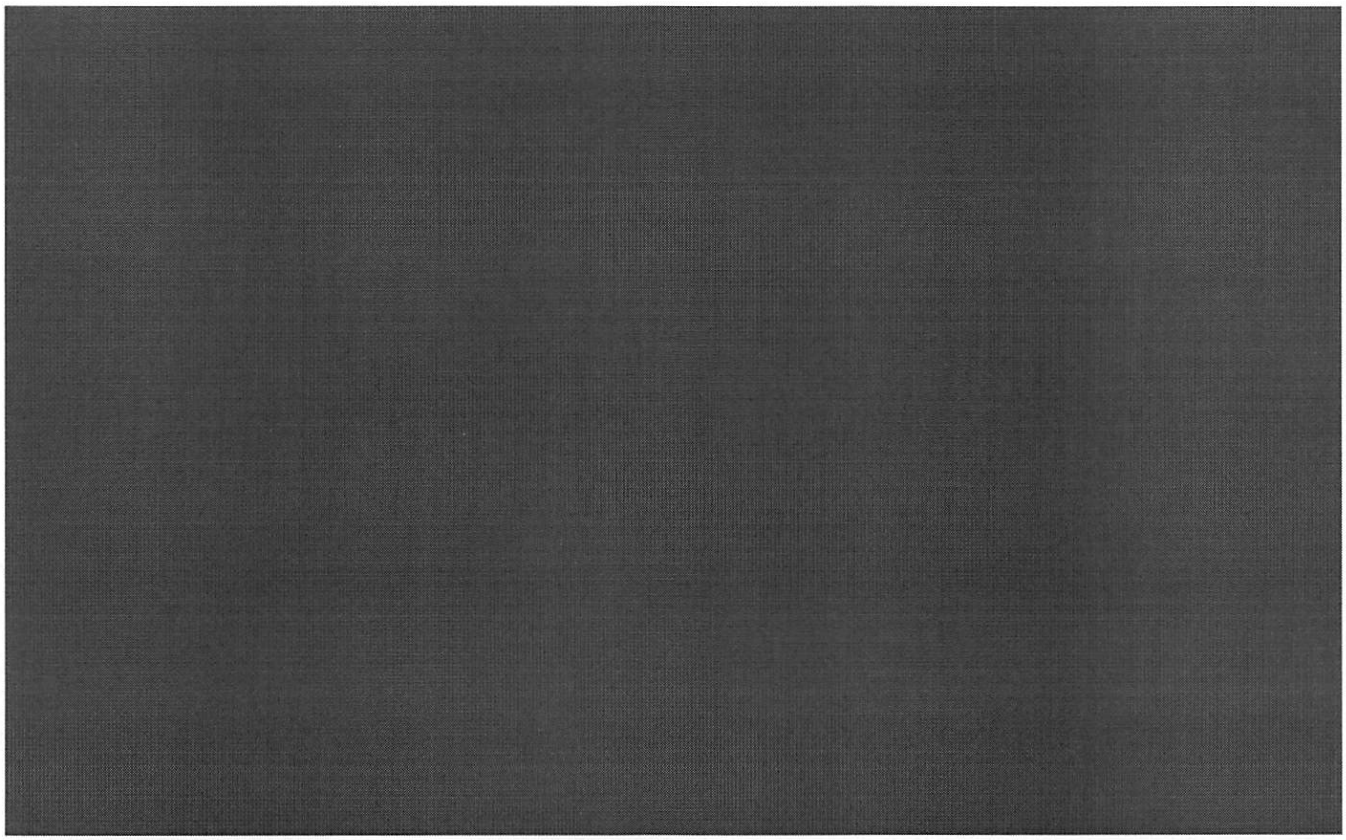
Hi Hans,

Please find the attached .jpg's. They were taken this afternoon. It is hard to get a picture of the whole scar in one shot because it wraps around my arm. Hopefully these help. I can take more if these don't work.

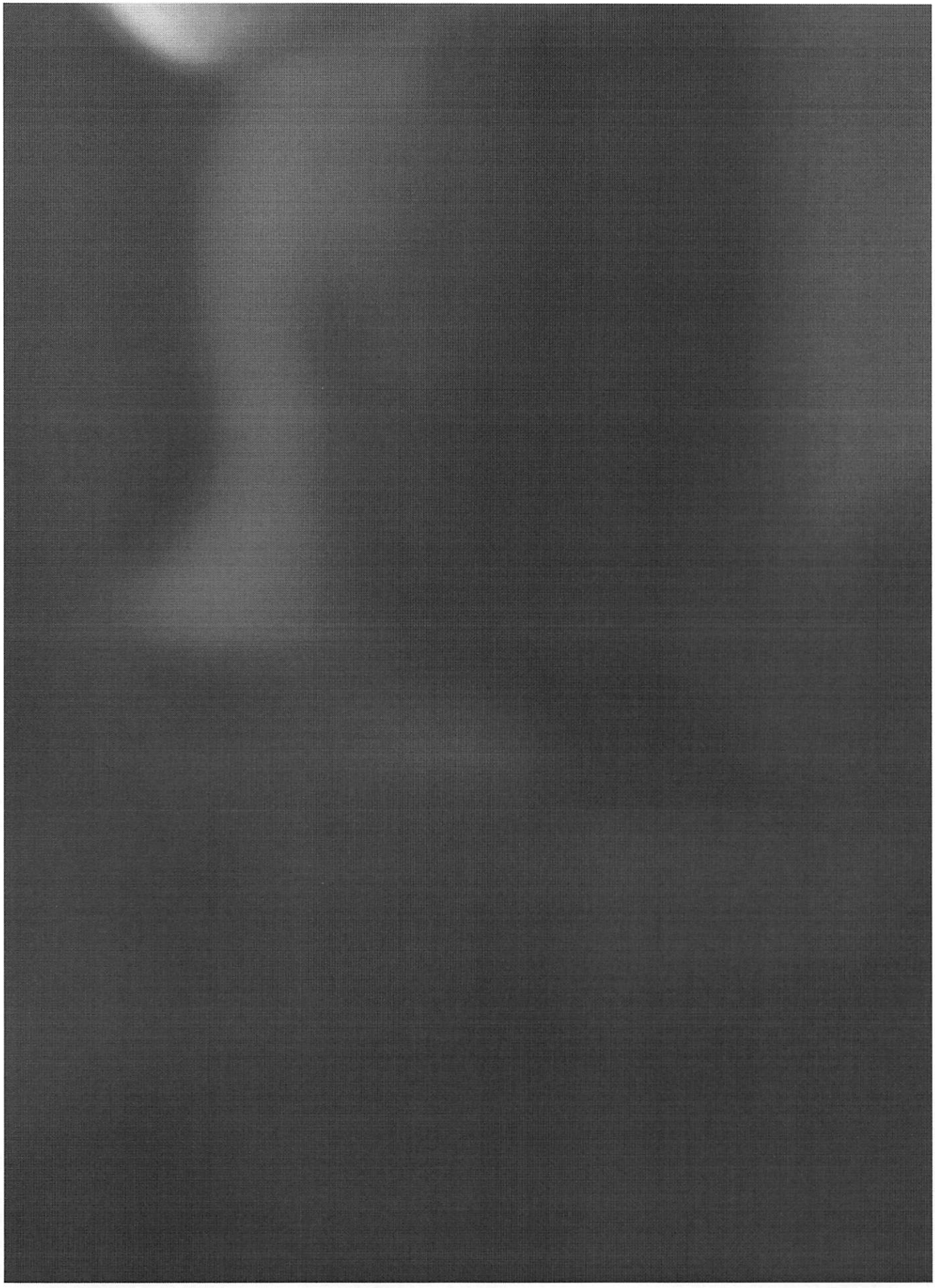
I have a Dr.'s appointment this friday and will let you know what happens.

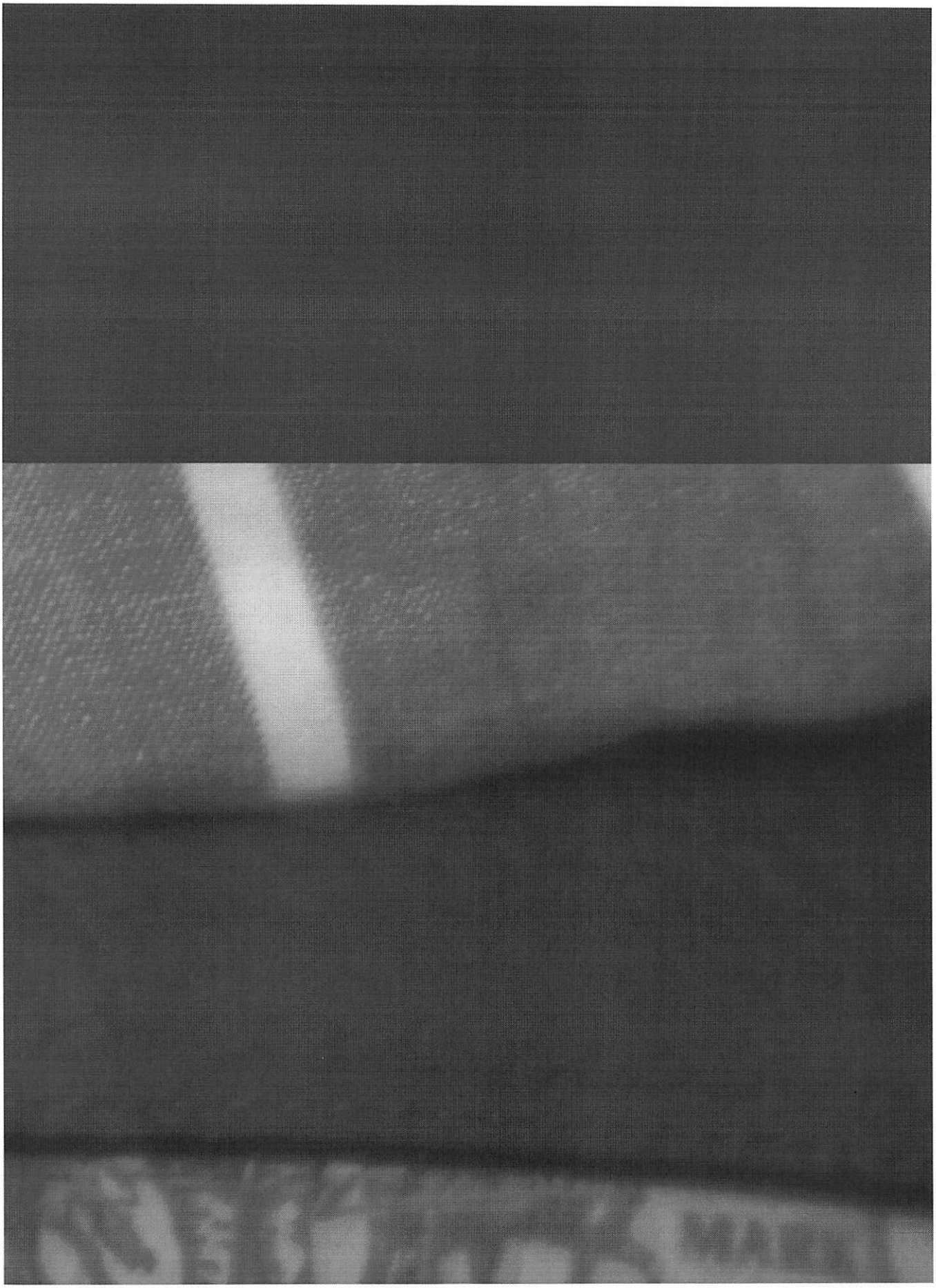
Thanks for all your help with this matter.

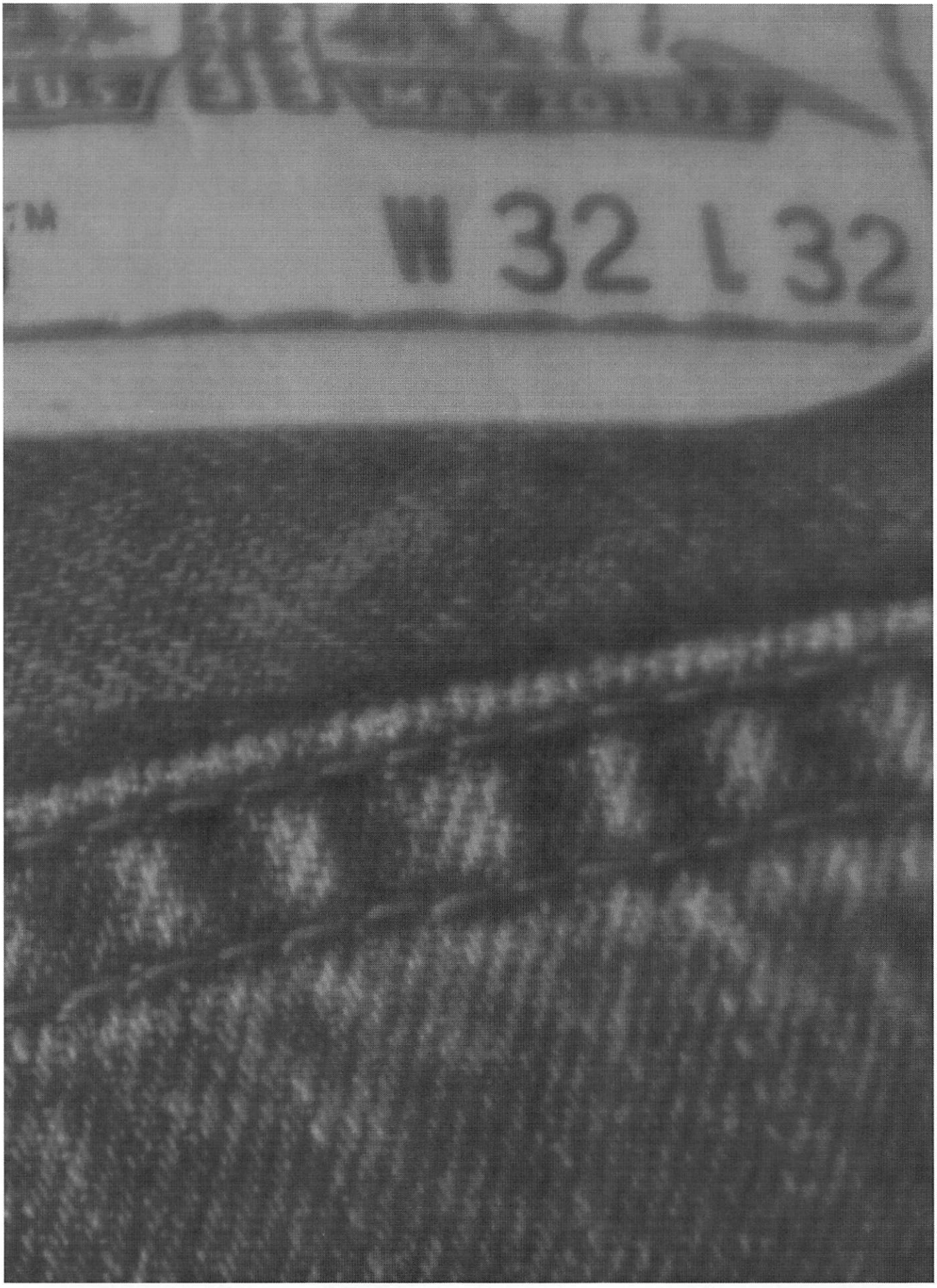
Paul Dulberg
847-497-4250



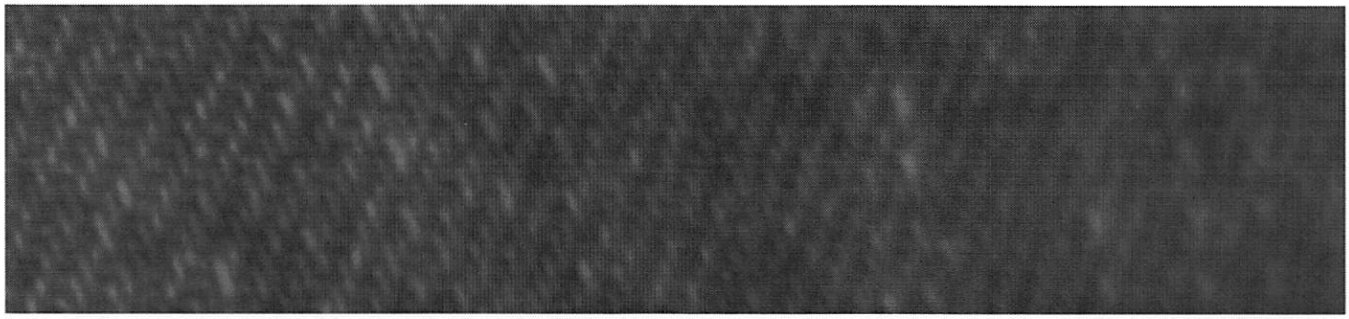







W 32 L 32





Subject: Re: Original X-ray
Date: Tuesday, January 24, 2012 at 4:40:16 PM Central Standard Time
From: Hans Mast
To: pdulberg@comcast.net
Attachments: IMG0.jpg

Thanks for the update.

Hans

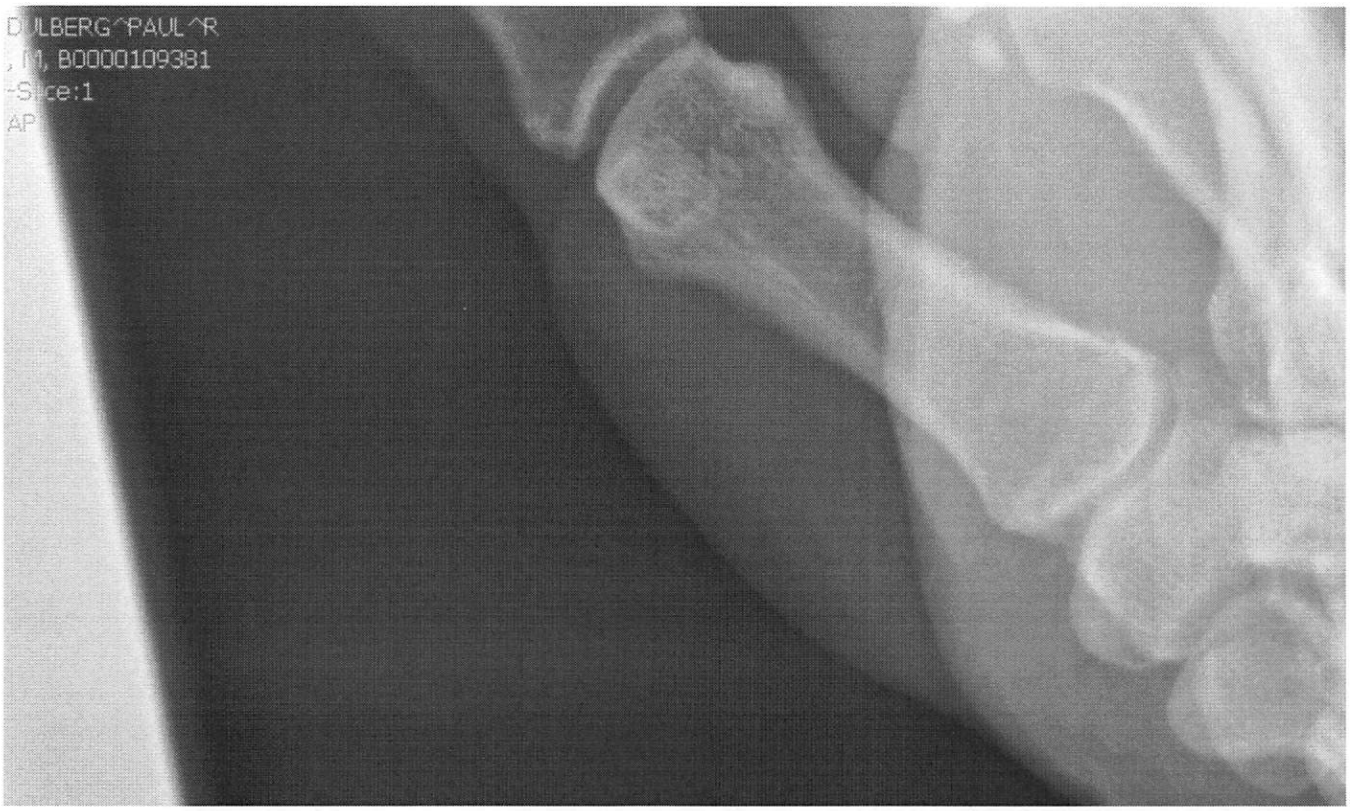
----- Original Message -----
From: pdulberg@comcast.net
To: hansmast@comcast.net
Sent: Tue, 24 Jan 2012 21:38:41 -0000 (UTC)
Subject: Original X-ray

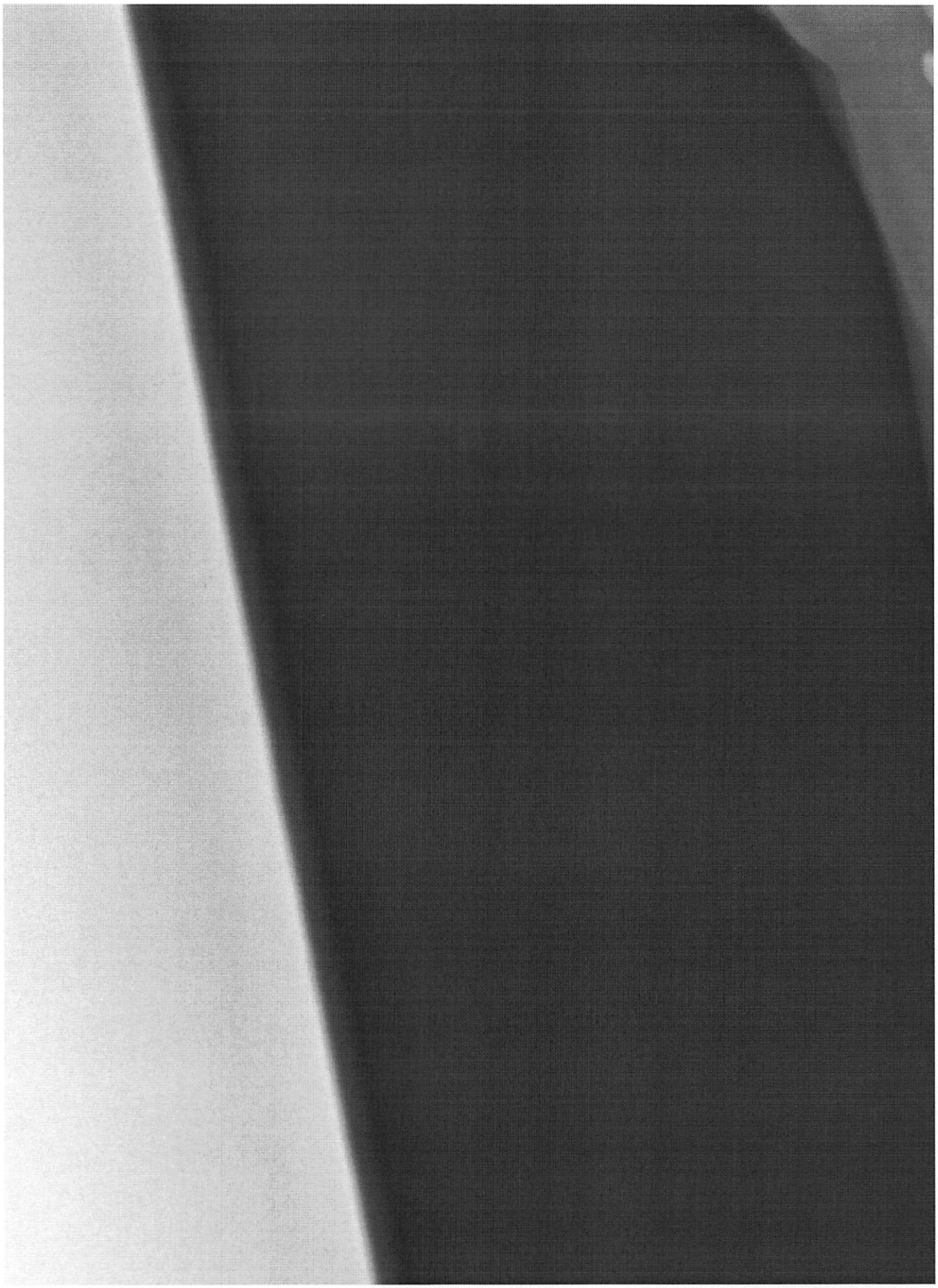
Hi Hans,
Just picked this up today from Centegra when I was getting the reports.
It's the original x-ray from 6-28-11. It looks much deeper than I thought.

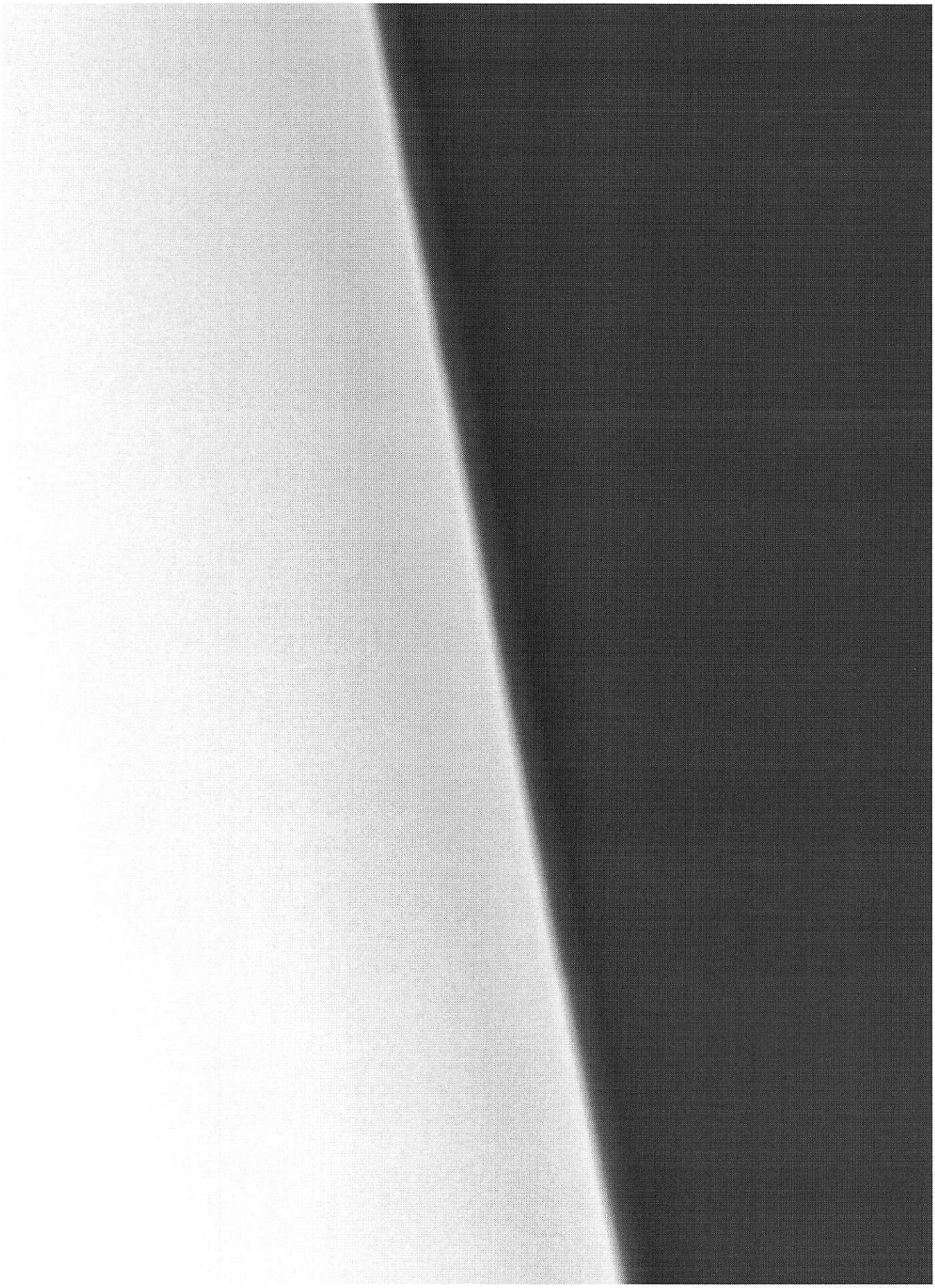
I have 2 dr's visits on Monday and Tuesday next week. will let you know how they go.

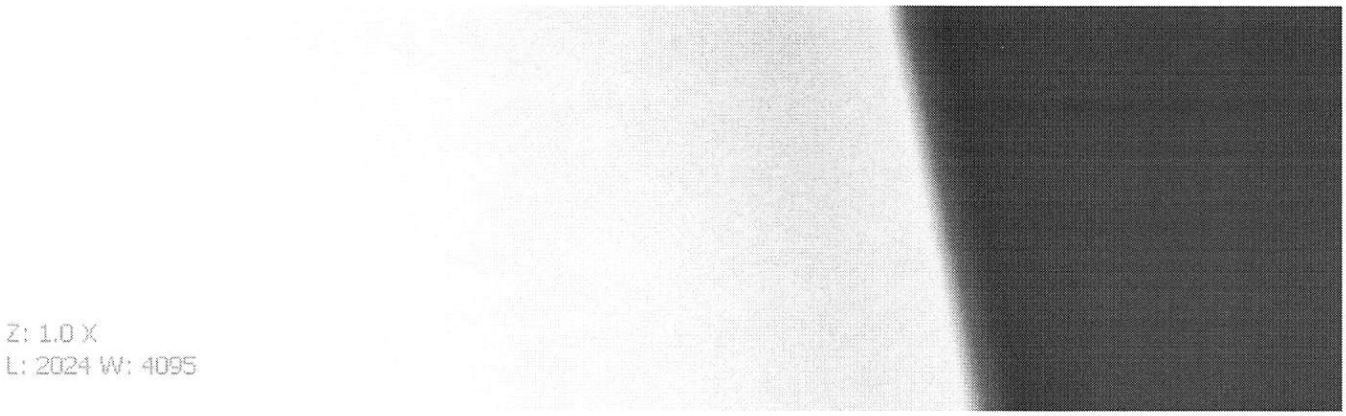
Thank you very much for helping me with all this,
Paul

Paul Dulberg
847-497-4250








Z: 1.0 X
L: 2024 W: 4095

Subject: Re: MRI Results, SSDI, Physical Therapy
Date: Friday, February 10, 2012 at 10:13:03 AM Central Standard Time
From: Hans Mast
To: pdulberg@comcast.net

sounds good Paul! thanks

hans

Sent from my iPhone

On Feb 10, 2012, at 10:08 AM, pdulberg@comcast.net wrote:

> Hi Hans,
>
> I just spoke with the receptionist at Associated Neurology. The MRI results are in and they want to see me Monday Morning 9 AM to discuss them. They wouldn't say weather it was good or bad, just that she wanted to see me to discuss it.
>
> I had a meeting with Margret Bradshaw yesterday and she agreed to take on my case for SSDI. She had me sign something to give you a portion of whatever she gets for the referral.
>
> Monday I had a re-evaluation with the physical therapist at dynamic hand therapy. She canceled any further therapy. Said I need to see a hand/arm surgeon ASAP and that physical therapy wasn't going to improve anything at this point.
>
> I'm waiting to hear the MRI results Monday morning before running off to see a hand/arm surgeon.
>
> Thats about it for now and I will let you know the results Monday.
>
> Thanks for everything,
> Paul
>
> Paul Dulberg
> 847-497-4250

Subject: Re: MRI-Results
Date: Monday, February 13, 2012 at 1:16:53 PM Central Standard Time
From: Hans Mast
To: pdulberg@comcast.net

Thank you for the update.

----- Original Message -----
From: pdulberg@comcast.net
To: hansmast@comcast.net
Sent: Mon, 13 Feb 2012 19:13:01 -0000 (UTC)
Subject: MRI-Results

Hi Hans,
I received the results from the MRI done on my right arm and Dr. Levin said the MRI came up negative. The physical therapist had already told me that this type of damage seldom shows up on an MRI. Dr. Levin said it was all muscle and tendon damage. Dr. Levin and the physical therapist both suggested I see an hand and arm orthopedic specialist.

I am going to try and make an appointment with DR. Scott Sagerman. Will keep you updated.

Paul Dulberg
847-497-4250

Subject: Re: Update
Date: Monday, February 27, 2012 at 2:20:08 PM Central Standard Time
From: Hans Mast
To: pdulberg@comcast.net

Thanks Paul for the update..

----- Original Message -----
From: pdulberg@comcast.net
To: hansmast <hansmast@comcast.net>
Sent: Mon, 27 Feb 2012 19:42:55 -0000 (UTC)
Subject: Update

Hi Hans,
Time for an update. I went to see Dr Sagerman today. He was able to look at the X-Rays, EMG, MRI and Physical Therapy Reports. He did a much better evaluation then I've had in the past and seemed to nail the symptoms and provide possible outcomes. I feel much more confident in his abilities. He is sending me for a new EMG to see if anything has changed. I called Dr Levin and have an appointment for March 8th to do the test.

Thanks again for all your help,

Paul

Paul Dulberg
847-497-4250

Subject: Re: EMG Cancled
Date: Friday, March 9, 2012 at 11:38:28 AM Central Standard Time
From: Hans Mast
To: pdulberg@comcast.net

Thanks for the update Paul.

----- Original Message -----
From: pdulberg@comcast.net
To: Hans Mast <hansmast@comcast.net>
Sent: Fri, 09 Mar 2012 15:30:29 -0000 (UTC)
Subject: EMG Cancled

Hi Hans,
Yesterday I was scheduled for an EMG. Dr. Levin called in sick and rescheduled for Tuesday, March 13th.

Paul

Subject: Re: EMG Test
Date: Thursday, March 15, 2012 at 11:22:17 AM Central Daylight Time
From: Hans Mast
To: pdulberg@comcast.net

Thanks for the update Paul. Once all of the follow ups are done, I'll need addresses from all of these Drs so I can gather the bills and records.

Thanks

----- Original Message -----
From: pdulberg@comcast.net
To: hansmast <hansmast@comcast.net>
Sent: Thu, 15 Mar 2012 16:17:51 -0000 (UTC)
Subject: EMG Test

Hi Hans,
I had a new EMG test done on Tuesday by Dr. Levin at Associated Neurology. She said I should hear from Dr. Sagerman by Friday with results but she doesn't think the test will show anything because of the localized type of damage to the nerve. She did say that it looks like the paralysis in my right hand is probably permanent since it hasn't shown any signs of healing.

When I was at Dr. Seks office he told me that the Hand Surgeon (Dr. Sagerman) had contacted him and talked about possible exploratory surgery in my arm.

Paul Dulberg
847-497-4250

Subject: Re: EMG Results
Date: Wednesday, March 21, 2012 at 10:20:34 AM Central Daylight Time
From: Hans Mast
To: pdulberg@comcast.net

Thank. Why dont you set up a visit to come in after that..

----- Original Message -----
From: pdulberg@comcast.net
To: hansmast <hansmast@comcast.net>
Sent: Wed, 21 Mar 2012 13:50:06 -0000 (UTC)
Subject: EMG Results

Hi Hans,
I have an appointment with Dr. Sagerman on April 2 to find out the results of the EMG.

Paul

Paul Dulberg
847-497-4250

Subject: Re: EMG Results
Date: Wednesday, March 21, 2012 at 2:35:17 PM Central Daylight Time
From: Hans Mast
To: pdulberg@comcast.net

Just give us a call after the visit...thanks

----- Original Message -----
From: pdulberg@comcast.net
To: Hans Mast <hansmast@comcast.net>
Sent: Wed, 21 Mar 2012 19:33:18 -0000 (UTC)
Subject: Re: EMG Results

We can do that. Would you like to pick a date now or wait and see what your schedule is around then?

From: "Hans Mast" <hansmast@comcast.net>
To: pdulberg@comcast.net
Sent: Wednesday, March 21, 2012 10:20:34 AM
Subject: Re: EMG Results

Thank. Why dont you set up a visit to come in after that..

----- Original Message -----
From: pdulberg@comcast.net
To: hansmast <hansmast@comcast.net>
Sent: Wed, 21 Mar 2012 13:50:06 -0000 (UTC)
Subject: EMG Results

Hi Hans,

I have an appointment with Dr. Sagerman on April 2 to find out the results of the EMG.

Paul

Paul Dulberg
847-497-4250

Subject: Re: Certified mail
Date: Thursday, March 12, 2015 at 10:36:25 AM Central Daylight Time
From: Hans Mast
To: Paul Dulberg

I have done nothing to lose your respect. I have gone far above what you would get from any other attorney you just don't realize it or appreciate it. Instead you continue to focus on issues that have nothing to do with your case. You don't listen to my advice. Which is fine. You don't have to listen to my advice. But 9 out of 10 times you will lose this case for trial. As I told you before that is why the defense is never going to offer the policy limits. To settle the case you will need to take far less than the limits. But you don't have to you definitely can go to trial. That is your personal choice. In my view your case is not worth the limits given the issues we've already discussed. So I have done what I can do for you.

We have I think $3000 in costs that we will be paid no matter who is handling Case. We have worked on the case for years without pay....but if it will allow you to find another attorney we will consider waiving Our fee unless your eventual recovery exceeds $100,000.

Sent from my iPhone

> On Mar 12, 2015, at 10:19 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> Hans,
> I have found several attorneys and none are willing to represent me as long as you hold the lean on this case and apparently it is not legal for me to finance their representation by other means.
> Respect for your thoughts does not constitute a breakdown in communications.
> Respect is earned through truth, hard work and results.
> I am asking for an honest brief to go before the judge. That is all.
> Earn my respect and you will receive the best recommendation I have ever given anyone.
> Paul
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>> On Mar 12, 2015, at 10:06 AM, Hans Mast <hansmast@att.net> wrote:
>> Paul I will be happy to deal with any attorney considering your case directly regarding my lien. But not until they call me to talk. As is clear with your email and many others you do not respect my thoughts and/or knowledge about these cases and there is no point in continuing any further in dealing with an unsatisfied client.
>> Find an attorney and I will talk to them about the lien.
>> Sent from my iPhone
>>> On Mar 12, 2015, at 9:12 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
>>> Hi Hans,
>>> Received your certified mail requesting to be released from my case due to a breakdown in communication between you and I.
>>> I ask that you not follow through with this action unless you are willing to also sign off on your lean against my case. As I have no chance in hell of getting another attorney willing to take this case on without your lean being freed from this case.
>>> Bottom line... No attorney I have spoken with is willing to trust that you will pay them from your lean.
>>> Please withdraw your motion as there has been no breakdowns in communications between you and I.
>>> The only breakdown was a very poorly written brief you asked me to look over in which the only truthful substance in it was the names and dates. Oh and the fact that you did manage to put the chainsaw in the correct persons hands.
>>> I hope to be able to review your revised copy of this brief again soon.
>>> Best wishes and Thank you,
>>> Paul
>>> I ask that if

I ask that it

Paul Dulberg
847-497-4250
Sent from my iPad

Subject: Fwd: Certified mail
Date: Thursday, March 12, 2015 at 3:04:08 PM Central Daylight Time
From: Paul Dulberg
To: Paul Dulberg

Paul Dulberg
847-497-4250
Sent from my iPad

Begin forwarded message:

From: Paul Dulberg <pdulberg@comcast.net>
Date: March 12, 2015 at 1:47:28 PM CDT
To: Hans Mast <hansmast@att.net>
Subject: Re: Certified mail

I'll see you tomorrow in court room 201 at 9 am.

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 12, 2015, at 12:14 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

Hans,

Your cornering of me and my brother in your office, bullying me into signing off on The McGuires policy citing cases that have nothing to do with the agency clause in the homeowners policy, which clearly makes her policy accountable.

You sir are the one whom told me that I would never see a dime from either case if I didn't sign that piece of paper before leaving your office that day. You wouldn't even let me sleep on it as I had asked. You said you needed the $5,000 settlement with the McGuire's insurance to help fund your costs for the case with David Gagnon.

Then when the physical therapists tried to demand payment in full you told me and my mother that medical leans against lawsuits often expire before the case is resolved saying yes the medical providers can proceed in collecting funds from my assets. Meaning my home. Forcing me into bankruptcy. Then, after filing for bankruptcy, denying you ever said that to both me and mother and going on to say to us that filing for bankruptcy protection had ruined the case.

All that followed up by getting a brief to review from you on the David Gagnon case that was of such a poor understanding of the facts are what lost any hope of respect I had.

I am and have been trying to get you to be professional and earn that respect back at every step.

If you had not taken advantage of my ignorance you would not be receiving this letter nor trying to squirm your way out of representing me today.

As far as your costs and in light of your poor performance to date, it throws into question all of the work you have done on this case. Even the depositions you sat in on are in question. Do you actually think anyone in their right mind wouldn't see it that way.

You may argue strategy as a defense for incompetence but since you sat in on the medical depositions and don't even know what medications I was and wasn't prescribed after almost 3-1/2 years on this case I highly doubt anyone will see your defense as viable.

Exactly, What part of being harmed by both the McGuires and Gagnon through no fault of my own is 9 out of 10 times a losing case?

Exactly what part of you manipulating me into a settlement for only $5000 was seeing to my best interests?

Exactly how is lying in a briefing you were prepared to put before a judge is in my best interests?

Exactly how is giving you chance after chance to correct yourself not giving you the respect you think you deserve from me?

I can keep going...

I have witnesses to all of this. It's not just your word vs mine.

Bottom line is if you want out simply because you feel I have no respect for you then all of your fees are subject and any lean you have is subject.

I'm giving you the opportunity to remedy this coarse of action you have chosen.

Do you chose to be professional and do the job your capable of or do you chose to remove yourself for some made up reason. Our emails alone show there is no breakdown in communication. We are still communicating. This email proves that.

So, unless you can explain your action to remove yourself from this case for some excusable reason I see no reason why you feel your entitled to being able to get excused from it at all.

I put you to task to do as you agreed to and represent me to whatever ends this case comes to. Will you be professional and finish what you started?

Damn these emails hurt to type...

Wish you had it in you to go after the bad guy who did this and not your innocent client.

Paul

Paul Dulberg

847-497-4250

Sent from my iPad

> On Mar 12, 2015, at 10:36 AM, Hans Mast <hansmast@att.net> wrote:
>
> I have done nothing to lose your respect. I have gone far above what you would get from any other attorney you just don't realize it or appreciate it. Instead you continue to focus on issues that have nothing to do with your case. You don't listen to my advice. Which is fine. You don't have to listen to my advice. But 9 out of 10 times you will lose this case for trial. As I told you before that is why the defense is never going to offer the policy limits. To settle the case you will need to take far less than the limits. But you don't have to you definitely can go to trial. That is your personal choice. In my view your case is not worth the limits given the issues we've already discussed. So I have done what I can do for you.

We have I think $3000 in costs that we will be paid no matter who is handling Case. We have worked on the case for years without pay....but if it will allow you to find another attorney we will consider waiving Our fee unless your eventual recovery exceeds $100,000.

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> Hans,
>
> I have found several attorneys and none are willing to represent me as long as you hold the lean on this case and apparently it is not legal for me to finance their representation by other means.
>
> Respect for your thoughts does not constitute a breakdown in communications.
>
> Respect is earned through truth, hard work and results.
>
> I am asking for an honest brief to go before the judge. That is all.
>
> Earn my respect and you will receive the best recommendation I have ever given anyone.
>
> Paul
>
> Paul Dulberg
>
> 847-497-4250
>
> Sent from my iPad

On Mar 12, 2015, at 10:06 AM, Hans Mast <hansmast@att.net> wrote:

Paul I will be happy to deal with any attorney considering your case directly regarding my lien. But not until they call me to talk. As is clear with your email and many others you do not respect my thoughts and/or knowledge about these cases and there is no point in continuing any further in dealing with an unsatisfied client.

Find an attorney and I will talk to them about the lien.

Sent from my iPhone

> On Mar 12, 2015, at 9:12 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Hi Hans,
>
> Received your certified mail requesting to be released from my case due to a breakdown in communication between you and I.
>
> I ask that you not follow through with this action unless you are willing to also sign off on your lean against my case. As I have no chance in hell of getting another attorney willing to take this case on without your lean being freed from this case.
>
> Bottom line... No attorney I have spoken with is willing to trust that you will pay them from

your lean.

Please withdraw your motion as there has been no breakdowns in communications between you and I.

The only breakdown was a very poorly written brief you asked me to look over in which the only truthful substance in it was the names and dates. Oh and the fact that you did manage to put the chainsaw in the correct persons hands.

I hope to be able to review your revised copy of this brief again soon.

Best wishes and Thank you,

Paul

I ask that if

Paul Dulberg

847-497-4250

Sent from my iPad

Subject: Fwd: Memo
Date: Tuesday, December 27, 2016 at 6:12:44 PM Central Standard Time
From: Paul Dulberg
To: Paul Dulberg

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 22, 2015 at 6:20:52 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Memo

My case is "gross negligence" causing "untreatable, irreversible and debilitating harm"

Never had a lawyer who needed me to help write or correct anything before.
The SSDI lawyer pulled everything from the record and it was perfect.

Yes, I would like to reword much of it because I wouldn't want anything used in it twisted later if we do go to trial.

Yes, I understand that your firm won't back me but it doesn't mean I'm not going to take it to trial anyway. I need the wording to match exactly what I need should I go the distance.

I can honestly say the dollar amount you listed I would never agree to. It wouldn't even cover my wages for the years in physical therapy yet the rest of my life.
If I end up with a structured settlement where I have to chase this guy I believe we can always sell the settlement and cash out. Is that possible?

Paul Dulberg
847-497-4250
Sent from my iPad

> On Feb 22, 2015, at 5:58 PM, Hans Mast <hansmast@att.net> wrote:
>
> I'm not sure what you're saying. I tried to tell you over and over again the nature in which the memo is written isn't important. This is just a memo to introduce the judge to the case. If there are different ways you want to say things I'm happy to do that. It's going to serve it's purpose perfectly.
>
> Sent from my iPhone
>
> > On Feb 22, 2015, at 5:56 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

If maybe we should have one of them try writing the memo?

Paul Dulberg

847-497-4250

Sent from my iPad

> On Feb 22, 2015, at 5:42 PM, Hans Mast <hansmast@att.net> wrote:
>
> I have several people that help me. What are you wondering about.
>
> Sent from my iPhone
>
> > On Feb 21, 2015, at 1:32 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hans, do you have a paralegal?
> >
> > Paul Dulberg
> >
> > 847-497-4250
> >
> > Sent from my iPad

Subject: Fwd: Memo
Date: Tuesday, December 27, 2016 at 6:13:28 PM Central Standard Time
From: Paul Dulberg
To: Paul Dulberg

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 22, 2015 at 5:56:22 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Memo

If maybe we should have one of them try writing the memo?

Paul Dulberg
847-497-4250
Sent from my iPad

> On Feb 22, 2015, at 5:42 PM, Hans Mast <hansmast@att.net> wrote:
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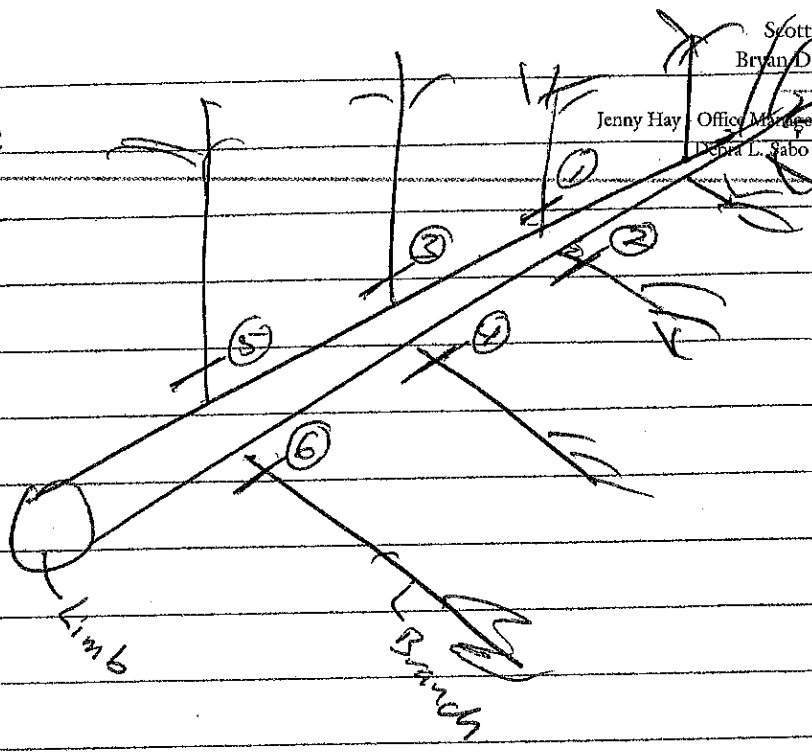
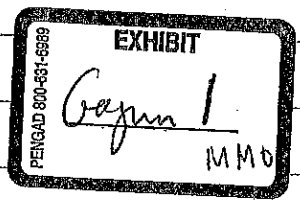
LAW OFFICE OF
SCOTT A. HIERA, LLC

Scott A. Hiera
Bryan D. Sullivan

Jenny Hay - Office Manager/Paralegal
Debra L. Sabo - Paralegal





3421 W. Elm Street McHenry, IL 60050 Ph: 815.344.6300 Fax: 815.344.6907
www.got-injured.com www.bad-marriage.com

LAW OFFICE OF
SCOTT A. HIERA, LLC

Scott A. Hiera
Bryan D. Sullivan

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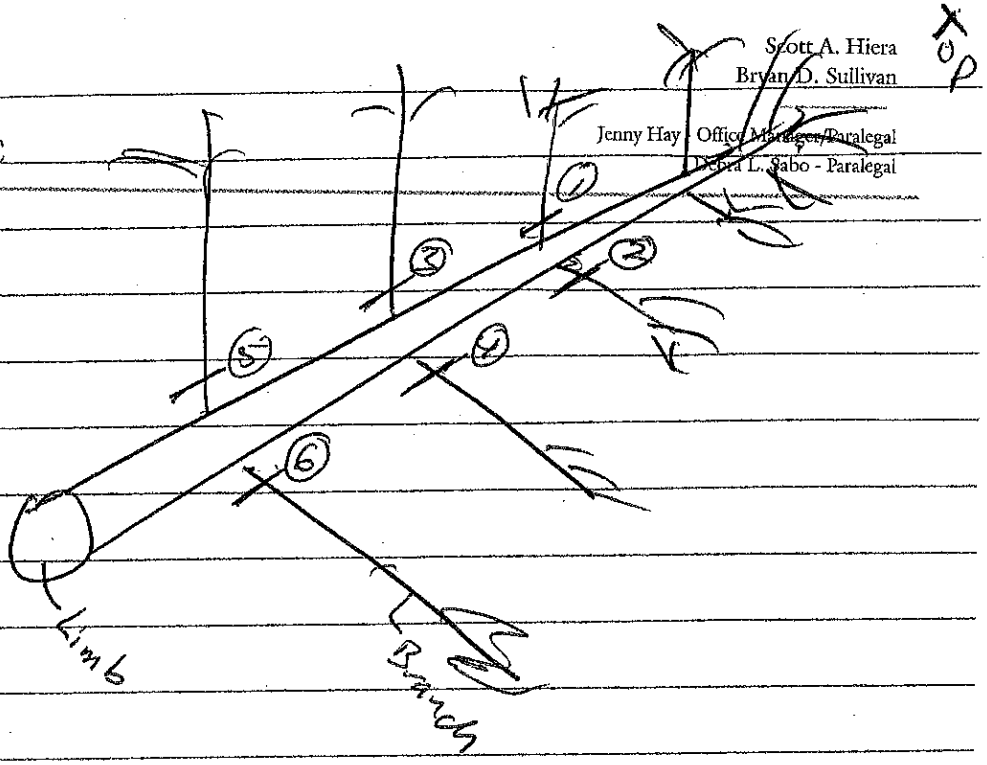
Debra L. Sabo - Paralegal





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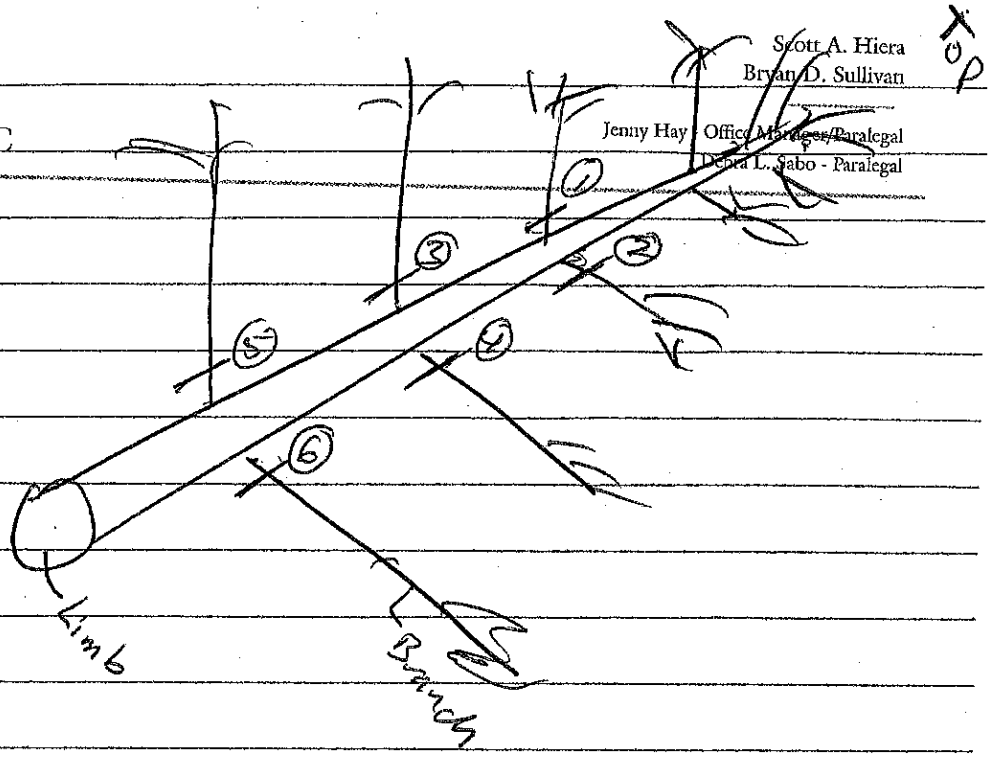



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www.got-injured.com www.bad-marriage.com

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.

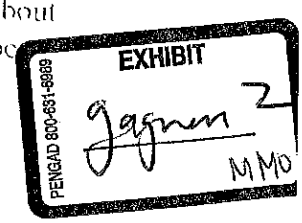
I was turning _____ so that the back was going to cut and an easier go at it. Therefore, the branches that came down, I guess I can say "we" without saying "me" opted to stand the branches up and proceeded to cut. We done this many times, basically scalding off the small branches to make in size of 2 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.

INVOICE

Expert Witness Records

Consultation rate = $250.00 per hour
Mileage rate = $0.575 per mile

Paul Dulberg v David Gagnon & McGuires

Randal Baudin – Plaintiff Lawyer

Date	Description of work	Starting time	Ending time	Elapse time (min)	Daily time summary (hrs)	Consultation fees	Travel mileage	Meals	Expenses	Fees & Expenses	Payments received	Payment owed
12/03/15	Agreed to help on case											
12/16/15	Retainer received			0.00								
12/19/15	Reviewed deposition of David Gagnon Part 1	01:43:00 PM	03:04:00 PM	81.00							$1,000.00	
	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 Paul 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	05:58:00 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 will Mr. Baudin	02:09:00 PM	02:15:00 PM	6.00	0.6							
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	

Fees & Expenses less Payment Received **$3,833.33**

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

Thomas J. Popovich
Hans A. Mast
John A. Kornak

Mark J. Vogg
Robert J. Lumber

FAXED 1/7

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
Waukegan, IL 60085

* * Transmit Confirmation Report * *

P1

Jan 7 2015 04:01pm

Sender:GUEST
TTI1: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	

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McHenry, Illinois 60050
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HANS A. MAST

smq

Waukegan Office
210 North Martin Luther King Jr. Avenue
Waukegan, IL 60085

* * Transmit Confirmation Report * *

P1 Feb 4 2014 10:12am

ıder:GUEST
l1:Law Offices T Popovich TTl Number:1-815-344-5280

ıtination	Type	Mode	Start Time	Time	Page Note	Result	Details
152267701	FAX	Fine	02/04 10:11am	01'20"	2	* O 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

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Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

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)
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) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
3416 W. Elm Street

Requester's name and address (optional)

City, state, and ZIP code
McHenry, IL 60050

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.

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:

1. 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
2. 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
3. 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 ▶ 2-4-14

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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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Dahlberg LIEN

Ehrmann Gehlbach Badger Lee & Considine, LLC

Attorneys At Law

Commerce Towers, Suite 100
P.O. Box 447
215 E. First Street
Dixon, IL 61021

telephone: (815) 288-4949
facsimile: (815) 288-3068
e-mail: heeq@egblc.com

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

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 Stroet
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 23rd. 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

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

add to service list

090129 Barkett II Trustee

Date: *January 6, 2015*

To: *Thomas J. Popovich, Esq.*

Fax: *815-344-5280*

Re: *Dulberg*

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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CONFIDENTIALITY NOTICE: The information contained in this facsimile message is **ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION** intended only for the use of the individual or entity named herein. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the United States Postal Service. Thank you.

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 assume 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 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 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 put could not escape its travel path. With a properly tensioned chain, it may have stopped before contacting his arm.

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.

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IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FAXED

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

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

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
18152267701	Normal	25:03:21pm	0'31"	1	* 0 K	Brdcast
13125589357	Normal	25:03:22pm	0'18"	1	# 0 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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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:\Mast\DULBERG, PAUL\Discovery\4th Notice of Def Gagnon's dep 1-2513.wpd

CASH ONLY IF ALL CHECK SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

BRAD J. BALKE, P.C.
542 S DEARBORN ST, STE 310
CHICAGO, IL 60605-1508

CITIBANK, N.A.
CHICAGO, IL 60604
02-7060/2710

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

5391

BRAD J. BALKE, P.C. / IOLTA ACCOUNT 2545

PAUL DULBERG 7/22/2015
606 · CLIENT SETTLEMENT EXPENSE 3,333.34

Client Iolta Trust Accoun Full and final settlement of all claims vs the McGuires 3,333.34

BRAD J. BALKE, P.C. / IOLTA ACCOUNT 2545

PAUL DULBERG 7/22/2015
606 · CLIENT SETTLEMENT EXPENSE 3,333.34

Client Iolta Trust Accoun 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 BILL MCGUIRE, Individually

Defendant(s)

Case Number 12LA178

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.

TWENTY-SECOND JUDICIAL CIRCUIT COURT McHENRY COUNTY ILLINOIS

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

Attorney for Plaintiff

Address 3416 W. Elm Street

City, State Zip McHenry, IL 60050

Telephone 815-344-3797

Prepared by Hans A. Mast

Attorney for Plaintiff

Attorney Registration No. 06203684

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~~ ILLINOIS
My Commission Expires :

Our Job Serial Number: 59137

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
DAWN SCHNEIDER
MY COMMISSION EXPIRES
APRIL 8, 2014

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 22nd 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 22ND 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

FILED
McHenry County, Illinois
JAN 2 2 2014

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

ORD

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND 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

FILED
McHenry County, Illinois
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EXHIBIT
tabbies
D

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JUDGE Thomas A. Meyer

Prepared by:
Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700

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#: ([redacted])
Work Tel#:

Patient Information:
Patient# 80330

Paul Dulberg
4606 Hayden Ct
McHenry, IL 60051

Home Tel#: [redacted]
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			

Hand Surgery Associates, SC.
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**

This message together with all attachments is a PRIVATE communication and may be confidential or protected by privilege. Please notify the sender of the delivery error by replying to this message, and then shred all documents.

From: Hans Mast <hansmast@comcast.net>
Subject: **Re: Original X-ray**
Date: January 24, 2012 4:40:16 PM CST
To: pdulberg@comcast.net
1 Attachment, 1.5 MB

Thanks for the update.

Hans

----- Original Message -----
From: pdulberg@comcast.net
To: hansmast@comcast.net
Sent: Tue, 24 Jan 2012 21:38:41 -0000 (UTC)
Subject: Original X-ray

Hi Hans,
Just picked this up today from Centegra when I was getting the reports.
It's the original x-ray from 6-28-11. It looks much deeper than I thought.

I have 2 dr's visits on Monday and Tuesday next week. will let you know how they go.

Thank you very much for helping me with all this,
Paul

Paul Dulberg
847-497-4250




Z: 1.0 X
L: 2024 W: 4095

From: Hans Mast <hansmast@comcast.net>
Subject: **Re: MRI Results, SSDI, Physical Therapy**
Date: February 10, 2012 10:13:03 AM CST
To: "pdulberg@comcast.net" <pdulberg@comcast.net>

sounds good Paul! thanks

hans

Sent from my iPhone

On Feb 10, 2012, at 10:08 AM, pdulberg@comcast.net wrote:

> Hi Hans,
>
> I just spoke with the receptionist at Associated Neurology. The MRI results are in and they want to see me Monday Morning 9 AM to discuss them. They wouldn't say weather it was good or bad, just that she wanted to see me to discuss it.
>
> I had a meeting with Margret Bradshaw yesterday and she agreed to take on my case for SSDI. She had me sign something to give you a portion of whatever she gets for the referral.
>
> Monday I had a re-evaluation with the physical therapist at dynamic hand therapy. She canceled any further therapy. Said I need to see a hand/arm surgeon ASAP and that physical therapy wasn't going to improve anything at this point.
>
> I'm waiting to hear the MRI results Monday morning before running off to see a hand/arm surgeon.
>
> Thats about it for now and I will let you know the results Monday.
>
> Thanks for everything,
> Paul
>
> Paul Dulberg
> 847-497-4250

From: Hans Mast <hansmast@comcast.net>
Subject: **Re: MRI-Results**
Date: February 13, 2012 1:16:53 PM CST
To: pdulberg@comcast.net

Thank you for the update.

----- Original Message -----
From: pdulberg@comcast.net
To: hansmast@comcast.net
Sent: Mon, 13 Feb 2012 19:13:01 -0000 (UTC)
Subject: MRI-Results

Hi Hans,
I received the results from the MRI done on my right arm and Dr. Levin said the MRI came up negative. The physical therapist had already told me that this type of damage seldom shows up on an MRI. Dr. Levin said it was all muscle and tendon damage. Dr. Levin and the physical therapist both suggested I see an hand and arm orthopedic specialist.

I am going to try and make an appointment with DR. Scott Sagerman. Will keep you updated.

Paul Dulberg
847-497-4250

From: Hans Mast <hansmast@comcast.net>
Subject: **Re: Update**
Date: February 27, 2012 2:20:08 PM CST
To: pdulberg@comcast.net

Thanks Paul for the update..

----- Original Message -----
From: pdulberg@comcast.net
To: hansmast <hansmast@comcast.net>
Sent: Mon, 27 Feb 2012 19:42:55 -0000 (UTC)
Subject: Update

Hi Hans,
Time for an update. I went to see Dr Sagerman today. He was able to look at the X-Rays, EMG, MRI and Physical Therapy Reports. He did a much better evaluation then I've had in the past and seemed to nail the symptoms and provide possible outcomes. I feel much more confident in his abilities. He is sending me for a new EMG to see if anything has changed. I called Dr Levin and have an appointment for March 8th to do the test.

Thanks again for all your help,

Paul

Paul Dulberg
847-497-4250

From: Hans Mast <hansmast@comcast.net>
Subject: **Re: EMG Cancled**
Date: March 9, 2012 11:38:28 AM CST
To: pdulberg@comcast.net

Thanks for the update Paul.

----- Original Message -----
From: pdulberg@comcast.net
To: Hans Mast <hansmast@comcast.net>
Sent: Fri, 09 Mar 2012 15:30:29 -0000 (UTC)
Subject: EMG Cancled

Hi Hans,
Yesterday I was scheduled for an EMG. Dr. Levin called in sick and rescheduled for Tuesday, March 13th.

Paul

From: Hans Mast <hansmast@comcast.net>
Subject: **Re: EMG Test**
Date: March 15, 2012 11:22:17 AM CDT
To: pdulberg@comcast.net

Thanks for the update Paul. Once all of the follow ups are done, I'll need addresses from all of these Drs so I can gather the bills and records.

Thanks

----- Original Message -----
From: pdulberg@comcast.net
To: hansmast <hansmast@comcast.net>
Sent: Thu, 15 Mar 2012 16:17:51 -0000 (UTC)
Subject: EMG Test

Hi Hans,
I had a new EMG test done on Tuesday by Dr. Levin at Associated Neurology. She said I should hear from Dr. Sagerman by Friday with results but she doesn't think the test will show anything because of the localized type of damage to the nerve. She did say that it looks like the paralysis in my right hand is probably permanent since it hasn't shown any signs of healing.

When I was at Dr. Seks office he told me that the Hand Surgeon (Dr. Sagerman) had contacted him and talked about possible exploratory surgery in my arm.

Paul Dulberg
847-497-4250

From: Hans Mast <hansmast@comcast.net>
Subject: **Re: EMG Results**
Date: March 21, 2012 10:20:34 AM CDT
To: pdulberg@comcast.net

Thank. Why dont you set up a visit to come in after that..

----- Original Message -----
From: pdulberg@comcast.net
To: hansmast <hansmast@comcast.net>
Sent: Wed, 21 Mar 2012 13:50:06 -0000 (UTC)
Subject: EMG Results

Hi Hans,
I have an appointment with Dr. Sagerman on April 2 to find out the results of the EMG.

Paul

Paul Dulberg
847-497-4250

From: Hans Mast <hansmast@comcast.net>
Subject: **Re: EMG Results**
Date: March 21, 2012 2:35:17 PM CDT
To: pdulberg@comcast.net

Just give us a call after the visit...thanks

----- Original Message -----
From: pdulberg@comcast.net
To: Hans Mast <hansmast@comcast.net>
Sent: Wed, 21 Mar 2012 19:33:18 -0000 (UTC)
Subject: Re: EMG Results

We can do that. Would you like to pick a date now or wait and see what your schedule is around then?

From: "Hans Mast" <hansmast@comcast.net>
To: pdulberg@comcast.net
Sent: Wednesday, March 21, 2012 10:20:34 AM
Subject: Re: EMG Results

Thank. Why dont you set up a visit to come in after that..

----- Original Message -----
From: pdulberg@comcast.net
To: hansmast <hansmast@comcast.net>
Sent: Wed, 21 Mar 2012 13:50:06 -0000 (UTC)
Subject: EMG Results

Hi Hans,

I have an appointment with Dr. Sagerman on April 2 to find out the results of the EMG.

Paul

Paul Dulberg
847-497-4250

From: Hans Mast <hansmast@att.net>
Subject: **Re: Certified mail**
Date: March 12, 2015 10:36:25 AM CDT
To: Paul Dulberg <pdulberg@comcast.net>

I have done nothing to lose your respect. I have gone far above what you would get from any other attorney you just don't realize it or appreciate it. Instead you continue to focus on issues that have nothing to do with your case. You don't listen to my advice. Which is fine. You don't have to listen to my advice. But 9 out of 10 times you will lose this case for trial. As I told you before that is why the defense is never going to offer the policy limits. To settle the case you will need to take far less than the limits. But you don't have to you definitely can go to trial. That is your personal choice. In my view your case is not worth the limits given the issues we've already discussed. So I have done what I can do for you.

We have I think $3000 in costs that we will be paid no matter who is handling Case. We have worked on the case for years without pay....but if it will allow you to find another attorney we will consider waiving Our fee unless your eventual recovery exceeds $100,000.

Sent from my iPhone

> On Mar 12, 2015, at 10:19 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Hans,
> I have found several attorneys and none are willing to represent me as long as you hold the lean on this case and apparently it is not legal for me to finance their representation by other means.
>
> Respect for your thoughts does not constitute a breakdown in communications.
>
> Respect is earned through truth, hard work and results.
>
> I am asking for an honest brief to go before the judge. That is all.
>
> Earn my respect and you will receive the best recommendation I have ever given anyone.
>
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Mar 12, 2015, at 10:06 AM, Hans Mast <hansmast@att.net> wrote:
> >
> > Paul I will be happy to deal with any attorney considering your case directly regarding my lien. But not until they call me to talk. As is clear with your email and many others you do not respect my thoughts and/or knowledge about these cases and there is no point in continuing any further in dealing with an unsatisfied client.
> >
> > Find an attorney and I will talk to them about the lien.
> >
> > Sent from my iPhone
> >
> > > On Mar 12, 2015, at 9:12 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > >
> > > Hi Hans,
> > >
> > > Received your certified mail requesting to be released from my case due to a breakdown in communication between you and I.
> > >
> > > I ask that you not follow through with this action unless you are willing to also sign off on your lean against my case. As I have no chance in hell of getting another attorney willing to take this case on without your lean being freed from this case.
> > > Bottom line... No attorney I have spoken with is willing to trust that you will pay them from your lean.
> > >
> > > Please withdraw your motion as there has been no breakdowns in communications between you and I.
> > >
> > > The only breakdown was a very poorly written brief you asked me to look over in which the only truthful substance in it was the names and dates. Oh and the fact that you did manage to put the chainsaw in the correct persons hands.

I hope to be able to review your revised copy of this brief again soon.

Best wishes and Thank you,
Paul

I ask that if
Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Certified mail**
Date: March 12, 2015 3:04:08 PM CDT
To: Paul Dulberg <pdulberg@comcast.net>

Paul Dulberg
847-497-4250
Sent from my iPad

Begin forwarded message:

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** March 12, 2015 at 1:47:28 PM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Re: Certified mail**
>
> I'll see you tomorrow in court room 201 at 9 am.
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Mar 12, 2015, at 12:14 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hans,
> >
> > Your cornering of me and my brother in your office, bullying me into signing off on The McGuires policy citing cases that have nothing to do with the agency clause in the homeowners policy, which clearly makes her policy accountable.
> > You sir are the one whom told me that I would never see a dime from either case if I didn't sign that piece of paper before leaving your office that day. You wouldn't even let me sleep on it as I had asked. You said you needed the $5,000 settlement with the McGuire's insurance to help fund your costs for the case with David Gagnon.
> >
> > Then when the physical therapists tried to demand payment in full you told me and my mother that medical leans against lawsuits often expire before the case is resolved saying yes the medical providers can proceed in collecting funds from my assets. Meaning my home. Forcing me into bankruptcy. Then, after filing for bankruptcy, denying you ever said that to both me and mother and going on to say to us that filing for bankruptcy protection had ruined the case.
> >
> > All that followed up by getting a brief to review from you on the David Gagnon case that was of such a poor understanding of the facts are what lost any hope of respect I had.
> >
> > I am and have been trying to get you to be professional and earn that respect back at every step.
> >
> > If you had not taken advantage of my ignorance you would not be receiving this letter nor trying to squirm your way out of representing me today.
> >
> > As far as your costs and in light of your poor performance to date, it throws into question all of the work you have done on this case. Even the depositions you sat in on are in question. Do you actually think anyone in their right mind wouldn't see it that way.
> >
> > You may argue strategy as a defense for incompetence but since you sat in on the medical depositions and don't even know what medications I was and wasn't prescribed after almost 3-1/2 years on this case I highly doubt anyone will see your defense as viable.
> >
> > Exactly, What part of being harmed by both the McGuires and Gagnon through no fault of my own is 9 out of 10 times a losing case?
> >
> > Exactly what part of you manipulating me into a settlement for only $5000 was seeing to my best interests?
> >
> > Exactly how is lying in a briefing you were prepared to put before a judge is in my best interests?

Exactly how is giving you chance after chance to correct yourself not giving you the respect you think you deserve from me?

I can keep going...
I have witnesses to all of this. It's not just your word vs mine.

Bottom line is if you want out simply because you feel I have no respect for you then all of your fees are subject and any lean you have is subject.

I'm giving you the opportunity to remedy this coarse of action you have chosen.

Do you chose to be professional and do the job your capable of or do you chose to remove yourself for some made up reason. Our emails alone show there is no breakdown in communication. We are still communicating. This email proves that.

So, unless you can explain your action to remove yourself from this case for some excusable reason I see no reason why you feel your entitled to being able to get excused from it at all.

I put you to task to do as you agreed to and represent me to whatever ends this case comes to. Will you be professional and finish what you started?

Damn these emails hurt to type...

Wish you had it in you to go after the bad guy who did this and not your innocent client.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Mar 12, 2015, at 10:36 AM, Hans Mast <hansmast@att.net> wrote:
>
> I have done nothing to lose your respect. I have gone far above what you would get from any other attorney you just don't realize it or appreciate it. Instead you continue to focus on issues that have nothing to do with your case. You don't listen to my advice. Which is fine. You don't have to listen to my advice. But 9 out of 10 times you will lose this case for trial. As I told you before that is why the defense is never going to offer the policy limits. To settle the case you will need to take far less than the limits. But you don't have to you definitely can go to trial. That is your personal choice. In my view your case is not worth the limits given the issues we've already discussed. So I have done what I can do for you.
>
> We have I think $3000 in costs that we will be paid no matter who is handling Case. We have worked on the case for years without pay....but if it will allow you to find another attorney we will consider waiving Our fee unless your eventual recovery exceeds $100,000.
>
> Sent from my iPhone
>
> > On Mar 12, 2015, at 10:19 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
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> > Hans,
> > I have found several attorneys and none are willing to represent me as long as you hold the lean on this case and apparently it is not legal for me to finance their representation by other means.
> >
> > Respect for your thoughts does not constitute a breakdown in communications.
> >
> > Respect is earned through truth, hard work and results.
> >
> > I am asking for an honest brief to go before the judge. That is all.
> >
> > Earn my respect and you will receive the best recommendation I have ever given anyone.
> >
> > Paul
> >
> > Paul Dulberg
> > 847-497-4250

Sent from my iPad

> On Mar 12, 2015, at 10:06 AM, Hans Mast <hansmast@att.net> wrote:
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> Paul I will be happy to deal with any attorney considering your case directly regarding my lien. But not until they call me to talk. As is clear with your email and many others you do not respect my thoughts and/or knowledge about these cases and there is no point in continuing any further in dealing with an unsatisfied client.
>
> Find an attorney and I will talk to them about the lien.
>
> Sent from my iPhone
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> > Hi Hans,
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> > Received your certified mail requesting to be released from my case due to a breakdown in communication between you and I.
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> > I ask that you not follow through with this action unless you are willing to also sign off on your lean against my case. As I have no chance in hell of getting another attorney willing to take this case on without your lean being freed from this case. Bottom line... No attorney I have spoken with is willing to trust that you will pay them from your lean.
> >
> > Please withdraw your motion as there has been no breakdowns in communications between you and I.
> >
> > The only breakdown was a very poorly written brief you asked me to look over in which the only truthful substance in it was the names and dates. Oh and the fact that you did manage to put the chainsaw in the correct persons hands.
> >
> > I hope to be able to review your revised copy of this brief again soon.
> >
> > Best wishes and Thank you,
> > Paul
> >
> > I ask that if
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Memo**
Date: December 27, 2016 6:12:44 PM CST
To: Paul Dulberg <pdulberg@comcast.net>

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 22, 2015 at 6:20:52 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Memo

My case is "gross negligence" causing "untreatable, irreversible and debilitating harm"

Never had a lawyer who needed me to help write or correct anything before.
The SSDI lawyer pulled everything from the record and it was perfect.

Yes, I would like to reword much of it because I wouldn't want anything used in it twisted later if we do go to trial.

Yes, I understand that your firm won't back me but it doesn't mean I'm not going to take it to trial anyway. I need the wording to match exactly what I need should I go the distance.

I can honestly say the dollar amount you listed I would never agree to. It wouldn't even cover my wages for the years in physical therapy yet the rest of my life.
If I end up with a structured settlement where I have to chase this guy I believe we can always sell the settlement and cash out. Is that possible?

Paul Dulberg
847-497-4250
Sent from my iPad

> On Feb 22, 2015, at 5:58 PM, Hans Mast <hansmast@att.net> wrote:
>
> I'm not sure what you're saying. I tried to tell you over and over again the nature in which the memo is written isn't important. This is just a memo to introduce the judge to the case. If there are different ways you want to say things I'm happy to do that. It's going to serve it's purpose perfectly.
>
> Sent from my iPhone
>
> > On Feb 22, 2015, at 5:56 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > If maybe we should have one of them try writing the memo?
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad
> >
> > > On Feb 22, 2015, at 5:42 PM, Hans Mast <hansmast@att.net> wrote:
> > >
> > > I have several people that help me. What are you wondering about.
> > >
> > > Sent from my iPhone
> > >
> > > > On Feb 21, 2015, at 1:32 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > > >
> > > > Hans, do you have a paralegal?
> > > >
> > > > Paul Dulberg
> > > > 847-497-4250
> > > > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Memo**
Date: December 27, 2016 6:13:28 PM CST
To: Paul Dulberg <pdulberg@comcast.net>

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 22, 2015 at 5:56:22 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Memo

If maybe we should have one of them try writing the memo?

Paul Dulberg
847-497-4250
Sent from my iPad

> On Feb 22, 2015, at 5:42 PM, Hans Mast <hansmast@att.net> wrote:
>
> I have several people that help me. What are you wondering about.
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> > On Feb 21, 2015, at 1:32 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hans, do you have a paralegal?
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Hans Mast <hansmast@comcast.net>
Subject: **Re: Pictures of my arm**
Date: January 4, 2012 9:16:03 AM CST
To: pdulberg@comcast.net
2 Attachments, 5.4 MB

Thanks Paul..

----- Original Message -----
From: pdulberg@comcast.net
To: hansmast@comcast.net
Sent: Tue, 03 Jan 2012 22:51:43 -0000 (UTC)
Subject: Pictures of my arm

Hi Hans,

Please find the attached .jpg's. They were taken this afternoon. It is hard to get a picture of the whole scar in one shot because it wraps around my arm. Hopefully these help. I can take more if these don't work.

I have a Dr.'s appointment this friday and will let you know what happens.

Thanks for all your help with this matter.

Paul Dulberg
847-497-4250




W 32 L 32

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Original X-ray**
Date: December 4, 2016 1:05:29 PM CST
To: paul_dulberg@comcast.net
1 Attachment, 1.5 MB

Paul Dulberg
847-497-4250
Sent from my iPad

Begin forwarded message:

> **From:** Hans Mast <hansmast@comcast.net>
> **Date:** January 24, 2012 at 4:40:16 PM CST
> **To:** pdulberg@comcast.net
> **Subject: Re: Original X-ray**
>
> Thanks for the update.
>
> Hans
>
> ----- Original Message -----
> From: pdulberg@comcast.net
> To: hansmast@comcast.net
> Sent: Tue, 24 Jan 2012 21:38:41 -0000 (UTC)
> Subject: Original X-ray
>
> Hi Hans,
> Just picked this up today from Centegra when I was getting the reports.
> It's the original x-ray from 6-28-11. It looks much deeper than I thought.
>
> I have 2 dr's visits on Monday and Tuesday next week. will let you know how they go.
>
> Thank you very much for helping me with all this,
> Paul
>
> Paul Dulberg
> 847-497-4250




R
Z: 1.0 X
L: 2024 W: 4095

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: award**
Date: December 13, 2016 10:48:50 AM CST
To: paul_dulberg@comcast.net
1 Attachment, 45.2 KB

Paul Dulberg
847-497-4250
Sent from my iPad

Begin forwarded message:

> **From:** Randy Baudin II <randybaudin2@gmail.com>
> **Date:** December 12, 2016 at 7:34:42 PM CST
> **To:** pdulberg@comcast.net
> **Subject: award**
>
> Congrats!!
>
> Click to get my LinkedIn Profile
> W. Randal Baudin II's Linkedin Profile
> Cell 815.814.2193

Dec 12 2016 3:06PM HP Fax page 2

ADR systems

Binding Mediation Award

Paul Dulberg)
)
)
)
v.) ADR Systems File # 33391BMAG
)
)
David Gagnon)

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 Medical	$ 60,000.
future medical	$ 200,000.
Lost wage	$ 250,000.
P.I.S	75,000.
L.N.L	75,000.

The Honorable James P. Etchingham, (Ret.)

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Voice tape**
Date: December 27, 2016 2:05:33 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** September 11, 2015 at 1:35:46 PM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Voice tape**
>
> Hi Hans,
> Still Haven't received the actual voice tape/recording listed as gagnon exhibit 2.
> I can pick it up, please let me know when.
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical Depositions**
Date: December 27, 2016 2:06:33 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** August 26, 2015 at 3:37:06 PM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Medical Depositions**
>
> Hans,
>
> I have found in the paperwork you provided me of the notice of discovery for the Dr's depositions.
>
> All of the paperwork clearly states they were to be deposed before Merrill Legal Solutions on various dates.
>
> Upon contacting Merrill Legal Solutions, none of the Dr's depositions were recorded by that company. In fact, Merrill claims that they did not record any depositions in my case whatsoever.
>
> So, what company did the recording of the Dr's depositions you claimed to have attended?
>
> Paul
>
> Paul Dulberg
> 847-497-4250

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical deposition information**
Date: December 27, 2016 2:07:35 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: August 20, 2015 at 1:58:51 PM CDT
To: Sheila Quinlan <sheilamquinlan@yahoo.com>
Subject: Re: Medical deposition information

Hi Sheila,

Thank you for the contact information.
I will be contacting them in the morning.

I'm still unclear as to who ordered the medical depositions be taken?

Thanks again,
Paul

On Aug 20, 2015, at 1:37 PM, Sheila Quinlan <sheilamquinlan@yahoo.com> wrote:

> All the deposition transcripts we had were provided to Paul. The only court reporters used in this case were from Vahl Reporting 847/244-4117 and Urbanski Reporting 312/977-1777.
>
> ***Sheila M. Quinlan***
> ***Law Offices of Thomas J. Popovich, P.C.***
> ***815.344.3797***
> ***815.344.5280 fax***
>
> On Thursday, August 20, 2015 11:51 AM, HANS MAST <hansmast@att.net> wrote:
>
> paul I'll have my asst Sheila respond...im not sure...thanks
>
> On Thursday, August 20, 2015 11:44 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Hi Hans,
>
> I need the information requested in the email listed below.
>
> Please let me know if you know who, how or where to obtain the depositions taken.
>
> Did you order up those medical Depositions or did Gagnon or McGuire order those up?

If you don't know or don't have it that's ok, just say you don't know.

Thank you,
Paul

> On Aug 19, 2015, at 7:01 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Hi Hans,
>
> Please provide the contact information for the company or companies that recorded the medical depositions for each of the medical providers in Dulberg v. Gagnon et. al.
>
> Thank you in advance,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical deposition information**
Date: December 27, 2016 2:08:09 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** August 20, 2015 at 11:44:54 AM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Re: Medical deposition information**
>
> Hi Hans,
>
> I need the information requested in the email listed below.
>
> Please let me know if you know who, how or where to obtain the depositions taken.
>
> Did you order up those medical Depositions or did Gagnon or McGuire order those up?
>
> If you don't know or don't have it that's ok, just say you don't know.
>
> Thank you,
> Paul
>
> > On Aug 19, 2015, at 7:01 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hi Hans,
> >
> > Please provide the contact information for the company or companies that recorded the medical depositions for each of the medical providers in Dulberg v. Gagnon et. al.
> >
> > Thank you in advance,
> > Paul
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical deposition information**
Date: December 27, 2016 2:08:35 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** August 19, 2015 at 7:01:24 PM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Medical deposition information**
>
> Hi Hans,
>
> Please provide the contact information for the company or companies that recorded the medical depositions for each of the medical providers in Dulberg v. Gagnon et. al.
>
> Thank you in advance,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Case File**
Date: December 27, 2016 2:09:21 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: August 17, 2015 at 3:09:54 PM CDT
To: Hans Mast <hansmast@att.net>
Subject: Re: Case File

What company was hired to do the recordings for the medical depositions and what is their contact information?

Thanks again,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Aug 17, 2015, at 2:50 PM, Hans Mast <hansmast@att.net> wrote:
>
> We gave you whatever we have. We probably didn't incur the expense for copies.
>
> Sent from my iPhone
>
> > On Aug 17, 2015, at 2:40 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Thank you in advance for sending the audio recording.
> >
> > I noticed none of the medical depositions have been included in the file.
> > Do you have them?
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad
> >
> > > On Aug 17, 2015, at 2:19 PM, Hans Mast <hansmast@att.net> wrote:
> > >
> > > We have obviously letters saved on our computer. Somethings are saved others are not. We gave you a copy of what we have. I will have Sheila send you a copy of the Recording of the telephone conversation..
> > >
> > > Sent from my iPhone
> > >
> > > > On Aug 17, 2015, at 1:51 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > > >
> > > > Hi Hans,
> > > >
> > > > Thank you for another paper copy of my case file.
> > > > Does this exist in digital form?
> > > >
> > > > Also, I will need the original audio recordings of the telephone conversations between yourself and David Gagnon you listed as Gagnon exhibit 2.
> > > >
> > > > Thanks in advance,
> > > > Paul
> > > >
> > > > Paul Dulberg
> > > > 847-497-4250
> > > > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Case File**
Date: December 27, 2016 2:09:50 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: August 17, 2015 at 2:40:46 PM CDT
To: Hans Mast <hansmast@att.net>
Subject: Re: Case File

Thank you in advance for sending the audio recording.

I noticed none of the medical depositions have been included in the file.
Do you have them?

Paul Dulberg
847-497-4250
Sent from my iPad

> On Aug 17, 2015, at 2:19 PM, Hans Mast <hansmast@att.net> wrote:
>
> We have obviously letters saved on our computer. Somethings are saved others are not. We gave you a copy of what we have. I will have Sheila send you a copy of the Recording of the telephone conversation..
>
> Sent from my iPhone
>
> > On Aug 17, 2015, at 1:51 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
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> > Hi Hans,
> >
> > Thank you for another paper copy of my case file.
> > Does this exist in digital form?
> >
> > Also, I will need the original audio recordings of the telephone conversations between yourself and David Gagnon you listed as Gagnon exhibit 2.
> >
> > Thanks in advance,
> > Paul
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Case File**
Date: December 27, 2016 2:10:19 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: August 17, 2015 at 1:51:16 PM CDT
To: Hans Mast <hansmast@att.net>
Subject: Case File

Hi Hans,

Thank you for another paper copy of my case file.
Does this exist in digital form?

Also, I will need the original audio recordings of the telephone conversations between yourself and David Gagnon you listed as Gagnon exhibit 2.

Thanks in advance,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Mixed Documents**
Date: December 27, 2016 2:11:13 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** July 26, 2015 at 9:21:17 PM CDT
> **To:** Brad Balke <brad@balkelaw.com>
> **Subject: Mixed Documents**
>
> > Hi Brad,
> > I found some documents from Centegra concerning Kaitlyn D Welter mixed in with my case file.
> > If these are from one of your clients I can get these to you this week.
> > Please let me know if these are yours or not.
> > Thanks,
> > Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Mixed documents**
Date: December 27, 2016 2:11:46 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** July 26, 2015 at 8:57:36 PM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Mixed documents**
>
> Hi Hans,
> I found some documents from Centegra concerning Kaitlyn D Welter mixed in with my case file.
> If these are from one of your clients I can get these to you this week.
> Please let me know if these are yours or not.
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Case files**
Date: December 27, 2016 2:12:22 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** July 20, 2015 at 8:07:04 AM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Case files**
>
> Hi Hans,
> Sorry I need to bother you again.
> I need your electronic case file for Paul Dulberg along with all paper files you have.
> I did get the paper files from Brad Balke however of the plaintiffs/defendants depositions I received sections are missing in each and there are no dr's depositions at all. Brad promises he turned over everything he received from you.
> Please collect all relevant information you have for this and notify me when it will be available to be picked up.
> Thank you in advance for your help with this matter,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Lean buyout**
Date: December 27, 2016 2:27:59 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: July 9, 2015 at 4:43:22 PM CDT
To: Hans Mast <hansmast@att.net>
Subject: Re: Lean buyout

Hans,
No need to get back together next Thursday.
Didn't know that brad balky holds the entire lean and paid your expenses.
Sorry for the bother.
Hope the rest of the vacation is wonderful,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Jul 9, 2015, at 1:51 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> How much did he pay you for the expenses?
>
> > On Jul 9, 2015, at 1:34 PM, Hans Mast <hansmast@att.net> wrote:
> >
> > Yes. We agreed with brad to waive our lien...What is $1,500 I think he paid our expenses.
> >
> > Sent from my iPhone
> >
> > > On Jul 9, 2015, at 11:27 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > >
> > > I was informed all your entitled to is $1539.32 from Brad because you signed off completely on the lean and he already paid you for the rest.
> > > Is this true?
> > >
> > > > On Jul 8, 2015, at 12:31 PM, Hans Mast <hansmast@att.net> wrote:
> > > >
> > > > $5,000
> > > >
> > > > Sent from my iPhone
> > > >
> > > > > On Jul 8, 2015, at 10:09 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > > > >
> > > > > I can't guess...
> > > > > I want to make sure your paid for your out of pocket expenses plus something for putting up with me. I'm sure I wasn't the easiest to deal with.
> > > > > Just give me a number
> > > > >
> > > > > > On Jul 8, 2015, at 11:25 AM, Hans Mast <hansmast@att.net> wrote:
> > > > > >
> > > > > > If your calculating our time it'd be a lot. But just give me what you can do.
> > > > > >
> > > > > > Sent from my iPhone

On Jul 8, 2015, at 7:44 AM, Paul Dulberg <pdulberg@comcast.net> wrote:

Morning Hans,
As I'm not sure how much you invested, I'm not sure what's reasonable.
What would you consider reasonable?
Paul

> On Jul 8, 2015, at 6:59 AM, Hans Mast <hansmast@att.net> wrote:
>
> Just make me a reasonable offer. We're happy to work with u
>
> Sent from my iPhone
>
> > On Jul 7, 2015, at 2:30 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > I need to know how much it's going to cost to get the lean released
> >
> > > On Jul 7, 2015, at 3:57 PM, Hans Mast <hansmast@att.net> wrote:
> > >
> > > Whatever you need Paul. What is your thinking.
> > >
> > > Sent from my iPhone
> > >
> > > > On Jul 7, 2015, at 9:39 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > > >
> > > > Hi Hans,
> > > >
> > > > I need to know if your willing to take a cash payout to release your lean on my case?
> > > > If so, how much do you want?
> > > >
> > > > Hope life has been good,
> > > > Paul
> > > >
> > > > Paul Dulberg
> > > > 847-497-4250
> > > > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Lean buyout**
Date: December 27, 2016 2:29:36 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: July 9, 2015 at 1:51:31 PM CDT
To: Hans Mast <hansmast@att.net>
Subject: Re: Lean buyout

How much did he pay you for the expenses?

> On Jul 9, 2015, at 1:34 PM, Hans Mast <hansmast@att.net> wrote:
>
> Yes. We agreed with brad to waive our lien...What is $1,500 I think he paid our expenses.
>
> Sent from my iPhone
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> > On Jul 9, 2015, at 11:27 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > I was informed all your entitled to is $1539.32 from Brad because you signed off completely on the lean and he already paid you for the rest.
> > Is this true?
> >
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> > > Sent from my iPhone
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> > > > On Jul 8, 2015, at 10:09 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
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> > > > I can't guess...
> > > > I want to make sure your paid for your out of pocket expenses plus something for putting up with me. I'm sure I wasn't the easiest to deal with.
> > > > Just give me a number
> > > >
> > > > > On Jul 8, 2015, at 11:25 AM, Hans Mast <hansmast@att.net> wrote:
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> > > > > If your calculating our time it'd be a lot. But just give me what you can do.
> > > > >
> > > > > Sent from my iPhone
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> > > > > > On Jul 8, 2015, at 7:44 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > > > > >
> > > > > > Morning Hans,
> > > > > > As I'm not sure how much you invested, I'm not sure what's reasonable.
> > > > > > What would you consider reasonable?
> > > > > > Paul
> > > > > >
> > > > > > > On Jul 8, 2015, at 6:59 AM, Hans Mast <hansmast@att.net> wrote:
> > > > > > >
> > > > > > > Just make me a reasonable offer. We're happy to work with u
> > > > > > >
> > > > > > > Sent from my iPhone

On Jul 7, 2015, at 2:30 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

I need to know how much it's going to cost to get the lean released

> On Jul 7, 2015, at 3:57 PM, Hans Mast <hansmast@att.net> wrote:
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> Whatever you need Paul. What is your thinking.
>
> Sent from my iPhone
>
> > On Jul 7, 2015, at 9:39 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hi Hans,
> >
> > I need to know if your willing to take a cash payout to release your lean on my case?
> > If so, how much do you want?
> >
> > Hope life has been good,
> > Paul
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Lean buyout**
Date: December 27, 2016 2:30:21 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: July 9, 2015 at 1:27:45 PM CDT
To: Hans Mast <hansmast@att.net>
Subject: Re: Lean buyout

I was informed all your entitled to is $1539.32 from Brad because you signed off completely on the lean and he already paid you for the rest.
Is this true?

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> > > > > On Jul 8, 2015, at 6:59 AM, Hans Mast <hansmast@att.net> wrote:
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> > > > > > > Sent from my iPhone
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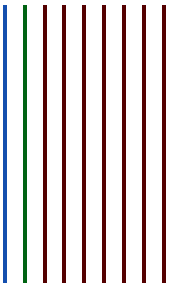
> > > > > > > > On Jul 7, 2015, at 9:39 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > > > > > > >
> > > > > > > > Hi Hans,



I need to know if your willing to take a cash payout to release your lean on my case?
If so, how much do you want?

Hope life has been good,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Lean buyout**
Date: December 27, 2016 2:31:26 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: July 8, 2015 at 12:09:52 PM CDT
To: Hans Mast <hansmast@att.net>
Subject: Re: Lean buyout

I can't guess...
I want to make sure your paid for your out of pocket expenses plus something for putting up with me. I'm sure I wasn't the easiest to deal with.
Just give me a number

> On Jul 8, 2015, at 11:25 AM, Hans Mast <hansmast@att.net> wrote:
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> > > > > >
> > > > > > Hope life has been good,
> > > > > > Paul
> > > > > >
> > > > > > Paul Dulberg
> > > > > > 847-497-4250
> > > > > > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Lean buyout**
Date: December 27, 2016 2:32:00 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: July 8, 2015 at 9:44:22 AM CDT
To: Hans Mast <hansmast@att.net>
Subject: Re: Lean buyout

Morning Hans,
As I'm not sure how much you invested, I'm not sure what's reasonable.
What would you consider reasonable?
Paul

> On Jul 8, 2015, at 6:59 AM, Hans Mast <hansmast@att.net> wrote:
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> > > > Hope life has been good,
> > > > Paul
> > > >
> > > > Paul Dulberg
> > > > 847-497-4250
> > > > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Lean buyout**
Date: December 27, 2016 2:33:05 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: July 7, 2015 at 4:30:38 PM CDT
To: Hans Mast <hansmast@att.net>
Subject: Re: Lean buyout

I need to know how much it's going to cost to get the lean released

> On Jul 7, 2015, at 3:57 PM, Hans Mast <hansmast@att.net> wrote:
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> Whatever you need Paul. What is your thinking.
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> > 847-497-4250
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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Lean buyout**
Date: December 27, 2016 2:32:41 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: July 7, 2015 at 4:30:38 PM CDT
To: Hans Mast <hansmast@att.net>
Subject: Re: Lean buyout

I need to know how much it's going to cost to get the lean released

> On Jul 7, 2015, at 3:57 PM, Hans Mast <hansmast@att.net> wrote:
>
> Whatever you need Paul. What is your thinking.
>
> Sent from my iPhone
>
> > On Jul 7, 2015, at 9:39 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hi Hans,
> >
> > I need to know if your willing to take a cash payout to release your lean on my case?
> > If so, how much do you want?
> >
> > Hope life has been good,
> > Paul
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Lean buyout**
Date: December 27, 2016 2:34:32 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** July 7, 2015 at 12:03:41 PM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Re: Lean buyout**
>
> Hans,
> If your referring to Brad Balky, he no longer represents me in this case And I am unaware of the deal you two agreed upon.
>
> Here's the deal;
> I'm offering cash in return for all leans on this case before Friday or no one gets anything.
> Let me know what you want, cash amount or nothing?
>
> Hope your vacation is wonderful,
> Paul
>
> > On Jul 7, 2015, at 11:42 AM, Hans Mast <hansmast@att.net> wrote:
> >
> > Hi Paul I think I worked something out with your atty already. Won't b in the office for 2 weeks.
> >
> > Sent from my iPhone
> >
> > > On Jul 7, 2015, at 11:39 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > >
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> > >
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> > >
> > > Paul Dulberg
> > > 847-497-4250
> > > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Lean buyout**
Date: December 27, 2016 2:35:45 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** July 7, 2015 at 11:39:46 AM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Lean buyout**
>
> Hi Hans,
>
> I need to know if your willing to take a cash payout to release your lean on my case?
> If so, how much do you want?
>
> Hope life has been good,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Missing Depositions and pre-trial settlement brief**
Date: December 27, 2016 4:28:12 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: March 24, 2015 at 10:48:56 AM CDT
To: Brad J Balke <brad@balkelaw.com>
Subject: Re: Missing Depositions and pre-trial settlement brief

Hi Brad,
Were you able to get everything yesterday?
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 20, 2015, at 5:39 PM, Brad J Balke <brad@balkelaw.com> wrote:

> I'm picking up the file from Hans on Monday. I'm sure everything will be there. Have a good weekend, Paul!
>
> ---
>
> **From:** Paul Dulberg
> **Sent:** Friday, March 20, 2015 3:49 PM
> **To:** brad@balkelaw.com
> **Subject:** Missing Depositions and pre-trial settlement brief
>
> Hi Brad,
>
> As we discussed, I was to receive via certified US Mail depositions and communications between Hans Mast and myself from Saul Ferris an attorney in Gurnee, IL. Saul Ferris number is (847) 263-7770
>
> I called Saul Ferris office last week and was assured they were sent. I was told to give it another week.
>
> I called Saul Ferris office again today to find out they were mailed to and signed for at 3416 W. Elm St. McHenry, IL. by someone named Anne Oupl on March 7th. This is Hans Mast office.
>
> I called Hans office and apparently no one by that name works there and no one knows anything about receiving the certified mail.
>
> I'm at a loss as to how these documents were sent to the wrong place and am a bit furious because it has the memo about the pre-trial settlement you wanted to see.
>
> Please advise.
>
> Thank you in advance for your help with this matter,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Certified mail**
Date: December 27, 2016 4:30:06 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** March 13, 2015 at 12:14:41 PM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Re: Certified mail**
>
> Hans,
>
> May I remind you, Less than 2 weeks ago you said in an email you had all the records ready for my new attorney. I can provide a copy of that email if you can't even remember two weeks ago or can't figure out how to go back that far in your email account.
>
> Now that you removed yourself, you claim that you cannot turn over the records until your paid.
>
> The lean is your only guarantee. It's the same guarantee all the medical professionals have against this case.
>
> If you are unwilling then This has all the makings of what society calls a shyster lawyer.
>
> Please Turn over all records pertaining to this case from start to finish for you may not speak with my new council.
>
> I most likely already have to pay double attorney fees for this case thanks to you.
>
> Please don't cost me any more money or I may just let this case expire and you get nothing.
>
> Is that what you want?
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Mar 13, 2015, at 11:49 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Sir,
> >
> > Your fees are guaranteed. You have your lean.
> >
> > Please don't make me go before the judge and have the records subpoenaed.
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad
> >
> > > On Mar 13, 2015, at 11:25 AM, Hans Mast <hansmast@att.net> wrote:
> > >
> > > Paul, I'm happy to deal with your new attorney on our fee but we can't release the file until we get our costs paid back.
> > >
> > > Sent from my iPhone
> > >
> > > > On Mar 13, 2015, at 11:21 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > > >
> > > > Hans/Sir,
> > > >
> > > > I don't want my new attorney to even speak with you.
> > > > And yes I have that right.
> > > >
> > > > You have your lean against this case and you removed yourself against my wishes. That lean is as good as it gets. Your guaranteed your share.

Please Have those files ready and notify me when I may pick them up as I am limited on the time to hire a new attorney.

Paul Dulberg
847-497-4250
Sent from my iPad

> On Mar 13, 2015, at 11:01 AM, Hans Mast <hansmast@att.net> wrote:
>
> Paul. I am seriously willing to work with you to get new counsel. But you have to understand that until our costs are paid we can't let the file out of our office because we invested all the time and money into the file. Your new attorney will surely know this....
>
> Sent from my iPhone
>
> > On Mar 13, 2015, at 10:51 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hans,
> >
> > Your motion was granted.
> >
> > Please put together all the materials you have concerning this case and notify me when they can be picked up.
> >
> > Please include everything, emails, notes, depositions, motions, recordings, etc...
> >
> > Paul
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad
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> > > On Mar 12, 2015, at 5:38 PM, Hans Mast <hansmast@att.net> wrote:
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> > > Paul I wish you the best of luck in the future. I'm sorry it couldn't have worked out better for you.

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Subject: **Fwd: Certified mail**
Date: December 27, 2016 4:30:37 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: March 13, 2015 at 11:49:16 AM CDT
To: Hans Mast <hansmast@att.net>
Subject: Re: Certified mail

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Your fees are guaranteed. You have your lean.

Please don't make me go before the judge and have the records subpoenaed.

Paul Dulberg
847-497-4250
Sent from my iPad

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Subject: **Fwd: Certified mail**
Date: December 27, 2016 4:31:03 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: March 13, 2015 at 11:21:41 AM CDT
To: Hans Mast <hansmast@att.net>
Subject: Re: Certified mail

Hans/Sir,

I don't want my new attorney to even speak with you.
And yes I have that right.

You have your lean against this case and you removed yourself against my wishes. That lean is as good as it gets. Your guaranteed your share.

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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Certified mail**
Date: December 27, 2016 4:32:00 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** March 13, 2015 at 10:51:25 AM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Re: Certified mail**
>
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>
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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Certified mail**
Date: December 27, 2016 4:32:28 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** March 12, 2015 at 6:04:23 PM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Re: Certified mail**
>
> See you at 9 am tomorrow.
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Mar 12, 2015, at 5:38 PM, Hans Mast <hansmast@att.net> wrote:
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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Certified mail**
Date: December 27, 2016 4:39:46 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: March 12, 2015 at 1:47:28 PM CDT
To: Hans Mast <hansmast@att.net>
Subject: Re: Certified mail

I'll see you tomorrow in court room 201 at 9 am.

Paul Dulberg
847-497-4250
Sent from my iPad

> On Mar 12, 2015, at 12:14 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Hans,
>
> Your cornering of me and my brother in your office, bullying me into signing off on The McGuires policy citing cases that have nothing to do with the agency clause in the homeowners policy, which clearly makes her policy accountable.
> You sir are the one whom told me that I would never see a dime from either case if I didn't sign that piece of paper before leaving your office that day. You wouldn't even let me sleep on it as I had asked. You said you needed the $5,000 settlement with the McGuire's insurance to help fund your costs for the case with David Gagnon.
>
> Then when the physical therapists tried to demand payment in full you told me and my mother that medical leans against lawsuits often expire before the case is resolved saying yes the medical providers can proceed in collecting funds from my assets. Meaning my home. Forcing me into bankruptcy. Then, after filing for bankruptcy, denying you ever said that to both me and mother and going on to say to us that filing for bankruptcy protection had ruined the case.
>
> All that followed up by getting a brief to review from you on the David Gagnon case that was of such a poor understanding of the facts are what lost any hope of respect I had.
>
> I am and have been trying to get you to be professional and earn that respect back at every step.
>
> If you had not taken advantage of my ignorance you would not be receiving this letter nor trying to squirm your way out of representing me today.
>
> As far as your costs and in light of your poor performance to date, it throws into question all of the work you have done on this case. Even the depositions you sat in on are in question. Do you actually think anyone in their right mind wouldn't see it that way.
>
> You may argue strategy as a defense for incompetence but since you sat in on the medical depositions and don't even know what medications I was and wasn't prescribed after almost 3-1/2 years on this case I highly doubt anyone will see your defense as viable.
>
> Exactly, What part of being harmed by both the McGuires and Gagnon through no fault of my own is 9 out of 10 times a losing case?
>
> Exactly what part of you manipulating me into a settlement for only $5000 was seeing to my best interests?
>
> Exactly how is lying in a briefing you were prepared to put before a judge is in my best interests?
>
> Exactly how is giving you chance after chance to correct yourself not giving you the respect you think you deserve from me?
>
> I can keep going...
> I have witnesses to all of this. It's not just your word vs mine.
>
> Bottom line is if you want out simply because you feel I have no respect for you then all of your fees are subject and any lean you have is subject.

I'm giving you the opportunity to remedy this coarse of action you have chosen.

Do you chose to be professional and do the job your capable of or do you chose to remove yourself for some made up reason. Our emails alone show there is no breakdown in communication. We are still communicating. This email proves that.

So, unless you can explain your action to remove yourself from this case for some excusable reason I see no reason why you feel your entitled to being able to get excused from it at all.

I put you to task to do as you agreed to and represent me to whatever ends this case comes to. Will you be professional and finish what you started?

Damn these emails hurt to type...

Wish you had it in you to go after the bad guy who did this and not your innocent client.

Paul

Paul Dulberg
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Sent from my iPad

> On Mar 12, 2015, at 10:36 AM, Hans Mast <hansmast@att.net> wrote:
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> I have done nothing to lose your respect. I have gone far above what you would get from any other attorney you just don't realize it or appreciate it. Instead you continue to focus on issues that have nothing to do with your case. You don't listen to my advice. Which is fine. You don't have to listen to my advice. But 9 out of 10 times you will lose this case for trial. As I told you before that is why the defense is never going to offer the policy limits. To settle the case you will need to take far less than the limits. But you don't have to you definitely can go to trial. That is your personal choice. In my view your case is not worth the limits given the issues we've already discussed. So I have done what I can do for you.
>
> We have I think $3000 in costs that we will be paid no matter who is handling Case. We have worked on the case for years without pay....but if it will allow you to find another attorney we will consider waiving Our fee unless your eventual recovery exceeds $100,000.
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> >
> > Respect for your thoughts does not constitute a breakdown in communications.
> >
> > Respect is earned through truth, hard work and results.
> >
> > I am asking for an honest brief to go before the judge. That is all.
> >
> > Earn my respect and you will receive the best recommendation I have ever given anyone.
> >
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> >
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> > > On Mar 12, 2015, at 10:06 AM, Hans Mast <hansmast@att.net> wrote:
> > >
> > > Paul I will be happy to deal with any attorney considering your case directly regarding my lien. But not until they call me to talk. As is clear with your email and many others you do not respect my thoughts and/or knowledge about these cases and there is no point in continuing any further in dealing with an unsatisfied client.

Find an attorney and I will talk to them about the lien.

Sent from my iPhone

> On Mar 12, 2015, at 9:12 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Hi Hans,
>
> Received your certified mail requesting to be released from my case due to a breakdown in communication between you and I.
>
> I ask that you not follow through with this action unless you are willing to also sign off on your lean against my case. As I have no chance in hell of getting another attorney willing to take this case on without your lean being freed from this case. Bottom line... No attorney I have spoken with is willing to trust that you will pay them from your lean.
>
> Please withdraw your motion as there has been no breakdowns in communications between you and I.
>
> The only breakdown was a very poorly written brief you asked me to look over in which the only truthful substance in it was the names and dates. Oh and the fact that you did manage to put the chainsaw in the correct persons hands.
>
> I hope to be able to review your revised copy of this brief again soon.
>
> Best wishes and Thank you,
> Paul
>
> I ask that if
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> 847-497-4250
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To: Hans Mast <hansmast@att.net>
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I ask that you not follow through with this action unless you are willing to also sign off on your lean against my case. As I have no chance in hell of getting another attorney willing to take this case on without your lean being freed from this case. Bottom line... No attorney I have spoken with is willing to trust that you will pay them from your lean.

Please withdraw your motion as there has been no breakdowns in communications between you and I.

The only breakdown was a very poorly written brief you asked me to look over in which the only truthful substance in it was the names and dates. Oh and the fact that you did manage to put the chainsaw in the correct persons hands.

I hope to be able to review your revised copy of this brief again soon.

Best wishes and Thank you,
Paul

I ask that if
Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Certified mail**
Date: December 27, 2016 4:44:01 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: March 12, 2015 at 10:19:47 AM CDT
To: Hans Mast <hansmast@att.net>
Subject: Re: Certified mail

Hans,
I have found several attorneys and none are willing to represent me as long as you hold the lean on this case and apparently it is not legal for me to finance their representation by other means.

Respect for your thoughts does not constitute a breakdown in communications.

Respect is earned through truth, hard work and results.

I am asking for an honest brief to go before the judge. That is all.

Earn my respect and you will receive the best recommendation I have ever given anyone.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Mar 12, 2015, at 10:06 AM, Hans Mast <hansmast@att.net> wrote:
>
> Paul I will be happy to deal with any attorney considering your case directly regarding my lien. But not until they call me to talk. As is clear with your email and many others you do not respect my thoughts and/or knowledge about these cases and there is no point in continuing any further in dealing with an unsatisfied client.
>
> Find an attorney and I will talk to them about the lien.
>
> Sent from my iPhone
>
> > On Mar 12, 2015, at 9:12 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Certified mail**
Date: December 27, 2016 4:44:45 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: March 12, 2015 at 9:12:05 AM CDT
To: Hans Mast <hansmast@att.net>
Subject: Certified mail

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Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Dr. Kujawa**
Date: December 27, 2016 4:45:12 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** March 10, 2015 at 11:14:15 AM CDT
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Dr. Kujawa**
>
> Hans,
>
> You should have the billing for Dr. Kujawa ending on my last visit.
>
> Today I had another appointment with her. She set me up to see her again in 6 months on September 15th and it will be every 6 months from this point on. This visit is not included in the Billing you received.
>
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Council**
Date: December 27, 2016 4:47:46 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: March 5, 2015 at 8:39:34 AM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Council

Hans,
I'm waiting for an answer

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 4, 2015, at 9:10 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

> Hans,
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Subject: **Fwd: Council**
Date: December 27, 2016 4:48:10 PM CST
To: paul_dulberg@comcast.net

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Date: March 4, 2015 at 9:10:06 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Council

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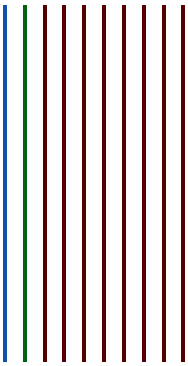

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Subject: **Fwd: Council**
Date: December 27, 2016 4:49:19 PM CST
To: paul_dulberg@comcast.net

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To: Hans Mast <hansmast@att.net>
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Subject: **Fwd: Council**
Date: December 27, 2016 4:49:50 PM CST
To: paul_dulberg@comcast.net

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> > On Mar 4, 2015, at 5:14 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > > Hans,
> > > I'm just a laymen but my eyes are opening, As you should very well know, I can't have a new attorney until we are dissolved.
> > > So, your suggestions to me for over a year to get a new attorney is in error, one of many to my dismay.
> > > I no longer feel you or your firm are seeing to my best interests and most likely haven't been since I signed on.
> > > It's a shame because you come across to me as a Jon Stewart type and I honestly thought you would be good.
> > >
> > > Costs on this case, What costs?
> > > You mean the filing fees and copy fees Or are you pursuing something more?
> > >
> > >
> > > Paul Dulberg
> > > 847-497-4250
> > > Sent from my iPad
> > >
> > > On Mar 4, 2015, at 4:29 PM, Hans Mast <hansmast@att.net> wrote:
> > >
> > > > Paul as I said before I cannot sign and release our lien before the case is resolved. That doesn't make any sense. But if you're new attorney is willing to reimburse us for our costs I'm sure we can work out something at the appropriate time.
> > > >
> > > > Sent from my iPhone
> > > >
> > > > On Mar 4, 2015, at 4:23 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > > >
> > > > > Are you willing to sign a lean release?

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 4, 2015, at 3:56 PM, HANS MAST <hansmast@att.net> wrote:

> Well I can wait a little bit if you need more time...but Im prepared to do it anytime..
>
> On Wednesday, March 4, 2015 3:44 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Are you asking me or is that your intentions?
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
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> >> Hans,
> >> Do you plan to file a motion to remove yourself from this case?
> >>
> >> Paul Dulberg
> >> 847-497-4250
> >> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Council**
Date: December 27, 2016 4:51:25 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: March 4, 2015 at 6:17:41 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Council

That was not my dismissal of you or your firm yet.
We need to settle up the costs and dissolve our relationship.
Please explain all costs you feel entitled to.
Thank you

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 4, 2015, at 5:14 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

> Hans,
> I'm just a laymen but my eyes are opening, As you should very well know, I can't have a new attorney until we are dissolved. So, your suggestions to me for over a year to get a new attorney is in error, one of many to my dismay.
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Paul Dulberg
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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Council**
Date: December 27, 2016 4:51:53 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: March 4, 2015 at 5:14:33 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Council

Hans,
I'm just a laymen but my eyes are opening, As you should very well know, I can't have a new attorney until we are dissolved. So, your suggestions to me for over a year to get a new attorney is in error, one of many to my dismay.
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Paul Dulberg
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>> 847-497-4250
>> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Council**
Date: December 27, 2016 5:00:07 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: March 4, 2015 at 4:23:11 PM CST
To: HANS MAST <hansmast@att.net>
Subject: Re: Council

Are you willing to sign a lean release?

Paul Dulberg
847-497-4250
Sent from my iPad

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> >> Paul Dulberg
> >> 847-497-4250
> >> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Council**
Date: December 27, 2016 5:03:40 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: March 4, 2015 at 3:44:41 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Council

Are you asking me or is that your intentions?

Paul Dulberg
847-497-4250
Sent from my iPad

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> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Council**
Date: December 27, 2016 5:04:14 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** March 4, 2015 at 3:24:12 PM CST
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Council**
>
> Hans,
> Do you plan to file a motion to remove yourself from this case?
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Dr.Kujawa billing**
Date: December 27, 2016 5:04:43 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** March 4, 2015 at 8:21:56 AM CST
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Dr.Kujawa billing**
>
> Hans,
> I received the billing information from Dr. Kujawa's office.
> Will drop it off next time I'm in town.
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Gagnon and McGuire homeowner policies**
Date: December 27, 2016 5:06:36 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 26, 2015 at 8:41:49 AM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Gagnon and McGuire homeowner policies

I will and thank you
Enjoy the snow

Paul Dulberg
847-497-4250
Sent from my iPad

> On Feb 26, 2015, at 8:25 AM, Hans Mast <hansmast@att.net> wrote:
>
> We don't have the polls your numbers. I am in charge of the file and therefore no one else knows what is in the file. If you need a list of our costs you can call Sheila and ask her to have a printout of it.
>
> Sent from my iPhone
>
> > On Feb 26, 2015, at 8:23 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hans,
> > I'm not asking to see you.
> > I'm asking for a copy of the policy numbers and an accounting of all the fees your firm feels it's entitled to.
> > Please have someone at the office print them out and have them available for pickup.
> > Thanks in advance again,
> > Paul
> >
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad
> >
> > > On Feb 26, 2015, at 8:03 AM, Hans Mast <hansmast@att.net> wrote:
> > >
> > > I'm not in the office today Paul. If the attorney needs information regarding this he can definitely call me tomorrow
> > >
> > > Sent from my iPhone
> > >
> > > > On Feb 26, 2015, at 8:02 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > > >
> > > > Then please have a complete accounting of all fees you feel entitled to re guarding these cases ready for pickup by noon.
> > > > Thanks,
> > > > Paul
> > > >
> > > > > On Feb 26, 2015, at 7:43 AM, Hans Mast <hansmast@att.net> wrote:
> > > > >
> > > > > I don't think I have any insurance policies in the file
> > > > >
> > > > > Sent from my iPhone
> > > > >
> > > > > > On Feb 26, 2015, at 7:42 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > > > > >
> > > > > > Hi Hans,
> > > > > > Please arrange for a copy of both the McGuire and Gagnon homeowner insurance policies be available for me to pick up

by noon today.
I will pay for copy fees when I pick them up.
Thank you,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Gagnon and McGuire homeowner policies**
Date: December 27, 2016 5:07:14 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 26, 2015 at 8:23:04 AM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Gagnon and McGuire homeowner policies

Hans,
I'm not asking to see you.
I'm asking for a copy of the policy numbers and an accounting of all the fees your firm feels it's entitled to.
Please have someone at the office print them out and have them available for pickup.
Thanks in advance again,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

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> > > > Please arrange for a copy of both the McGuire and Gagnon homeowner insurance policies be available for me to pick up by noon today.
> > > > I will pay for copy fees when I pick them up.
> > > > Thank you,
> > > > Paul
> > > >
> > > > Paul Dulberg
> > > > 847-497-4250
> > > > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Gagnon and McGuire homeowner policies**
Date: December 27, 2016 5:07:41 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 26, 2015 at 8:06:13 AM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Gagnon and McGuire homeowner policies

Please include the homeowner insurance policy numbers for both the McGuires and Gagnons
Thanks in advance,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Feb 26, 2015, at 8:02 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Then please have a complete accounting of all fees you feel entitled to re guarding these cases ready for pickup by noon.
> Thanks,
> Paul
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> > > Paul
> > >
> > > Paul Dulberg
> > > 847-497-4250
> > > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Gagnon and McGuire homeowner policies**
Date: December 27, 2016 5:08:24 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 26, 2015 at 8:02:01 AM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Gagnon and McGuire homeowner policies

Then please have a complete accounting of all fees you feel entitled to re guarding these cases ready for pickup by noon.
Thanks,
Paul

> On Feb 26, 2015, at 7:43 AM, Hans Mast <hansmast@att.net> wrote:
>
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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Gagnon and McGuire homeowner policies**
Date: December 27, 2016 5:10:21 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** February 26, 2015 at 7:42:12 AM CST
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Gagnon and McGuire homeowner policies**
>
> Hi Hans,
> Please arrange for a copy of both the McGuire and Gagnon homeowner insurance policies be available for me to pick up by noon today.
> I will pay for copy fees when I pick them up.
> Thank you,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Release of atty lean**
Date: December 27, 2016 5:11:22 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** February 23, 2015 at 4:37:45 PM CST
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Re: Release of atty lean**
>
> I am meeting with an attorney on Thursday.
> Can it wait till after?
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Feb 23, 2015, at 4:33 PM, Hans Mast <hansmast@att.net> wrote:
> >
> > Do you want me to just wait and not proceed with the Settlement conference.
> >
> > Sent from my iPhone
> >
> > > On Feb 23, 2015, at 4:01 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > >
> > > Hans,
> > > Once I find new council, Are you willing to release all leans and fees you and your firm have for this case?
> > >
> > > Paul Dulberg
> > > 847-497-4250
> > > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Release of atty lean**
Date: December 27, 2016 5:57:06 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 23, 2015 at 4:36:12 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Release of atty lean

Thanks
On another note;
The McGuires home owners policy...
How did they get around the agency clause?

Paul Dulberg
847-497-4250
Sent from my iPad

> On Feb 23, 2015, at 4:27 PM, Hans Mast <hansmast@att.net> wrote:
>
> Paul I'm definitely willing to be reasonable and consider several different options. Typically how it's done is I will work with your new attorney on the details. But to have me release everything given the time and expense I've invested in the case without knowing what the final result is unfair. We have completed substantially 100% of the fact discovery. All that needs to be done is deposing experts and going to trial. But don't get me wrong I think we can work out something very reasonable. Typically any type of lien arrangement is done when the case is concluded.
>
> Sent from my iPhone
>
> > On Feb 23, 2015, at 4:01 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
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> > Hans,
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> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Release of atty lean**
Date: December 27, 2016 5:57:38 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** February 23, 2015 at 4:01:16 PM CST
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Release of atty lean**
>
> Hans,
> Once I find new council, Are you willing to release all leans and fees you and your firm have for this case?
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Memo**
Date: December 27, 2016 6:00:31 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 22, 2015 at 11:33:50 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Memo

How much are you or Your firm willing to pay me for the inconvenience of finding new council after sitting on this case?

> On Feb 22, 2015, at 9:38 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> No answer, that's what I thought...
> Your not very quick when cornered and your not excused from this case until I say you are whether or not your firm agrees.
> Got it?
>
> > On Feb 22, 2015, at 9:05 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Is your wanting out a personal issue with me or is it strictly financial?
> >
> > > On Feb 22, 2015, at 9:01 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > >
> > > Oh, and unless I'm wrong, David did admit to having control over the chainsaw. David, in his lie, admitted to seeing me move my arm and continued along his path with the chainsaw at cutting rpm's.
> > > In effect he did admit it was his fault.
> > >
> > > > On Feb 22, 2015, at 8:52 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > > >
> > > > You do not have my consent to quit.
> > > >
> > > > > On Feb 22, 2015, at 8:23 PM, Hans Mast <hansmast@att.net> wrote:
> > > > >
> > > > > Paul, honesty hurts. I am honest to a fault sometimes. You told me at the start that David would admit his fault. That proved not to be true. Still your threats and putdowns don't change anything. Just find another attorney and we can part ways.
> > > > >
> > > > > Sent from my iPhone
> > > > >
> > > > > > On Feb 22, 2015, at 8:14 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > > > > >
> > > > > > To be honest, you took this case knowing it was my word vs. his.
> > > > > > Now you back out because the value of the case isn't worth your time?
> > > > > > You got some nerve and your earning the reputation of a shady lawyer
> > > > > >
> > > > > > > On Feb 22, 2015, at 7:42 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > > > > > >
> > > > > > > To believe David's version of events you must believe I was committing suicide.
> > > > > > > Who in their right mind puts his arm into a chainsaw?
> > > > > > >
> > > > > > > I figured you would cop out again...
> > > > > > >
> > > > > > > Now I'm left wondering...
> > > > > > > How hard is it to sue an atty?
> > > > > > >
> > > > > > > And yes I am and have been looking for someone who will take this case...

The issue of my word vs David Gagnons... Did he cut me or did I cut myself?

Of coarse he cut me.

Next issue please?

Paul Dulberg
847-497-4250
Sent from my iPad

> On Feb 22, 2015, at 7:20 PM, Hans Mast <hansmast@att.net> wrote:

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Memo**
Date: December 27, 2016 6:01:21 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 22, 2015 at 9:38:57 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Memo

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> > On Feb 22, 2015, at 9:01 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
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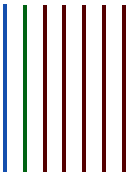

Paul Dulberg
847-497-4250
Sent from my iPad

> On Feb 22, 2015, at 7:20 PM, Hans Mast <hansmast@att.net> wrote:

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Memo**
Date: December 27, 2016 6:01:51 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 22, 2015 at 9:05:46 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Memo

Is your wanting out a personal issue with me or is it strictly financial?

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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Memo**
Date: December 27, 2016 6:02:18 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 22, 2015 at 9:01:05 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Memo

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Subject: **Fwd: Memo**
Date: December 27, 2016 6:02:48 PM CST
To: paul_dulberg@comcast.net

Begin forwarded message:

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** February 22, 2015 at 8:52:37 PM CST
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Subject: **Fwd: Memo**
Date: December 27, 2016 6:10:40 PM CST
To: paul_dulberg@comcast.net

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Date: February 22, 2015 at 8:14:16 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Memo

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Your comments about believing David's deposition, etc...

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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Memo**
Date: December 27, 2016 6:11:20 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 22, 2015 at 7:42:25 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Memo

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Subject: **Fwd: Memo**
Date: December 27, 2016 6:12:06 PM CST
To: paul_dulberg@comcast.net

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> On Feb 22, 2015, at 5:58 PM, Hans Mast <hansmast@att.net> wrote:
>
> I'm not sure what you're saying. I tried to tell you over and over again the nature in which the memo is written isn't important. This is just a memo to introduce the judge to the case. If there are different ways you want to say things I'm happy to do that. It's going to serve it's purpose perfectly.
>
> Sent from my iPhone
>
> > On Feb 22, 2015, at 5:56 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > If maybe we should have one of them try writing the memo?
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad
> >
> > > On Feb 22, 2015, at 5:42 PM, Hans Mast <hansmast@att.net> wrote:
> > >
> > > I have several people that help me. What are you wondering about.
> > >
> > > Sent from my iPhone
> > >
> > > > On Feb 21, 2015, at 1:32 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > > >
> > > > Hans, do you have a paralegal?
> > > >
> > > > Paul Dulberg
> > > > 847-497-4250
> > > > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Memo**
Date: December 27, 2016 6:14:03 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** February 21, 2015 at 1:32:08 PM CST
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Memo**
>
> Hans, do you have a paralegal?
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Pre-trial settlement**
Date: December 27, 2016 6:14:49 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 19, 2015 at 3:24:20 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Pre-trial settlement

Dr Kujawa's office is mailing me the billing information.
They said that it will take just over a week for me to receive it.

Paul Dulberg
847-497-4250
Sent from my iPad

On Feb 19, 2015, at 2:39 PM, Hans Mast <hansmast@att.net> wrote:

> That's why am sending it to you to go over. If you ask for too much money it's going to blow them out of the water and they're not even gonna be interested in trying to settle give me a call
>
> Sent from my iPhone
>
> On Feb 19, 2015, at 2:33 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> > Hans,
> > I got it...
> > Why does your mail always arrive opened?
> > Also, many statements in the memo appear inaccurate. Not sure if it really matters.
> > I'd ask for more $ in the demand... There is no way what is written is enough
> > Paul
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad
> >
> > On Feb 16, 2015, at 11:20 AM, HANS MAST <hansmast@att.net> wrote:
> >
> > > Paul, Sheila is sending out a letter today with a copy of the Memo for you. Let me know when you get it.
> > >
> > > Hans
> > >
> > > On Monday, February 9, 2015 11:18 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > >
> > > Hi Hans,
> > > I received your letter on the pre-trial settlement.
> > > I am available on April 9th at 1:30pm.
> > >
> > > Few ?'s;
> > > What room #?
> > > Do I need to bring anything?

What should I expect?

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Pre-trial settlement**
Date: December 27, 2016 6:15:25 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 19, 2015 at 2:38:05 PM CST
To: HANS MAST <hansmast@att.net>
Subject: Re: Pre-trial settlement

One more ?
Why isn't David Gagnon being charged for either the chainsaw incident or his coercion and intimidation to try and get money out of this in a criminal court?

On Feb 19, 2015, at 2:33 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

> Hans,
> I got it...
> Why does your mail always arrive opened?
> Also, many statements in the memo appear inaccurate. Not sure if it really matters.
> I'd ask for more $ in the demand... There is no way what is written is enough
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> On Feb 16, 2015, at 11:20 AM, HANS MAST <hansmast@att.net> wrote:
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> > Paul, Sheila is sending out a letter today with a copy of the Memo for you. Let me know when you get it.
> >
> > Hans
> >
> > On Monday, February 9, 2015 11:18 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hi Hans,
> > I received your letter on the pre-trial settlement.
> > I am available on April 9th at 1:30pm.
> >
> > Few ?'s;
> > What room #?
> > Do I need to bring anything?
> > What should I expect?
> >
> > Thanks,
> > Paul
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad



From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Pre-trial settlement**
Date: December 27, 2016 6:16:11 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 19, 2015 at 2:33:44 PM CST
To: HANS MAST <hansmast@att.net>
Subject: Re: Pre-trial settlement

Hans,
I got it...
Why does your mail always arrive opened?
Also, many statements in the memo appear inaccurate. Not sure if it really matters.
I'd ask for more $ in the demand... There is no way what is written is enough
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Feb 16, 2015, at 11:20 AM, HANS MAST <hansmast@att.net> wrote:

> Paul, Sheila is sending out a letter today with a copy of the Memo for you. Let me know when you get it.
>
> Hans
>
> On Monday, February 9, 2015 11:18 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Hi Hans,
> I received your letter on the pre-trial settlement.
> I am available on April 9th at 1:30pm.
>
> Few ?'s;
> What room #?
> Do I need to bring anything?
> What should I expect?
>
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Pre-trial settlement**
Date: December 27, 2016 6:16:49 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 15, 2015 at 4:04:11 PM CST
To: HANS MAST <hansmast@att.net>
Subject: Re: Pre-trial settlement

It's Sunday and I haven't seen it.

Paul Dulberg
847-497-4250
Sent from my iPad

On Feb 9, 2015, at 12:42 PM, HANS MAST <hansmast@att.net> wrote:

> I sent you a copy of our Memo of the Case....if you don't get it this week let me know..
>
> On Monday, February 9, 2015 12:39 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> What memo?
>
> > On Feb 9, 2015, at 12:01 PM, Hans Mast <hansmast@att.net> wrote:
> >
> > First off is the settlement memo accurate and okay with you or is there anything you want to change or modify
> >
> > Sent from my iPhone
> >
> >> On Feb 9, 2015, at 11:18 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >>
> >> Hi Hans,
> >> I received your letter on the pre-trial settlement.
> >> I am available on April 9th at 1:30pm.
> >>
> >> Few ?'s;
> >> What room #?
> >> Do I need to bring anything?
> >> What should I expect?
> >>
> >> Thanks,
> >> Paul
> >>
> >> Paul Dulberg
> >> 847-497-4250
> >> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Pre-trial settlement**
Date: December 27, 2016 6:17:49 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 9, 2015 at 12:39:58 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Pre-trial settlement

What memo?

> On Feb 9, 2015, at 12:01 PM, Hans Mast <hansmast@att.net> wrote:
>
> First off is the settlement memo accurate and okay with you or is there anything you want to change or modify
>
> Sent from my iPhone
>
> > On Feb 9, 2015, at 11:18 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hi Hans,
> > I received your letter on the pre-trial settlement.
> > I am available on April 9th at 1:30pm.
> >
> > Few ?'s;
> > What room #?
> > Do I need to bring anything?
> > What should I expect?
> >
> > Thanks,
> > Paul
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Pre-trial settlement**
Date: December 27, 2016 6:18:38 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** February 9, 2015 at 11:18:23 AM CST
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Pre-trial settlement**
>
> Hi Hans,
> I received your letter on the pre-trial settlement.
> I am available on April 9th at 1:30pm.
>
> Few ?'s;
> What room #?
> Do I need to bring anything?
> What should I expect?
>
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Pre-trial settlement**
Date: December 27, 2016 6:18:17 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** February 9, 2015 at 11:18:23 AM CST
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Pre-trial settlement**
>
> Hi Hans,
> I received your letter on the pre-trial settlement.
> I am available on April 9th at 1:30pm.
>
> Few ?'s;
> What room #?
> Do I need to bring anything?
> What should I expect?
>
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Band?**
Date: December 27, 2016 6:19:34 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** January 30, 2015 at 3:56:26 PM CST
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Band?**
>
> Hans,
> Your in a band?
> Cool
> I gotta see this...
> Who owns the gambler these days?
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Not business**
Date: December 27, 2016 6:20:07 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** January 30, 2015 at 3:20:41 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Not business**
>
> Hi Hans,
> You play in a band?
> The invite says its at the gambler.
> Who owns that place these days?
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Thank you**
Date: December 27, 2016 6:20:38 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** January 9, 2015 at 12:45:30 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Thank you**
>
> Hans,
> Thanks for getting everything the bankruptcy judge needs.
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Independent medical examination**
Date: December 27, 2016 6:22:07 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** December 20, 2014 at 7:44:11 AM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Independent medical examination**
>
> Hans,
>
> Would giving David Gagnon and his insurance Allstate the chance to do an independent medical examination of my impaired arm help any?
>
> This could diffuse any idea that I'm exaggerating or that they would even want to try to claim that it's not as bad as I make it out to be.
>
> Who knows, perhaps the 7th dr to evaluate the injury knows something that the others didn't and they could actually improve my condition
>
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: New counsel**
Date: December 27, 2016 6:24:56 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: December 19, 2014 at 12:43:45 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Fwd: New counsel

I have to wonder...

Is it the fact that David Gagnon doesn't have a bigger insurance policy?

Or perhaps that I didn't lose my arm?

What is it that isn't good enough for your firm that they would actually drop a client they chose to represent?

I'm betting in the end it's all about the amount of money your firm can make off of my injuries because I've done nothing to exaggerate or hide anything.

Have a merry Xmas, now I'm late to see a dr and my arm muscles are in spasm from trying to type this waisted email as fast as I can.
Paul

> On another note,
>
> David Gagnon already received more than any lawsuit will bring me...
> If this was someone I didn't know...
> I'd find out how to put the guy in prison for as many years as I could.
>
> No one should be allowed to use a chainsaw like he did and get away with it!
>
> The gift I gave David by providing him with the benefit of the doubt has turned out priceless for him...
>
> What I received is a life sentence even if I win some lawsuit...
> What can I do with the money, pay someone else to do the things I would have been able to do myself if this didn't happen?
> What part of life makes that appealing?
> And how long will that last?
>
> I went from being a doer with some potential to being a watcher and beggar. There is nothing that can change that...
>
> Neither David nor his insurance policy can fix any of this.
>
> Your position of fear in this case is appalling.
>
> > Oh and one more thing...
> > Those dr's, vocational experts and federal judge were all in agreement that I was disabled and already gave me a partially favorable judgement.
> >
> > I believe the only outstanding question was whether the ongoing treatment of injections was going to make it better or not?
> >
> > Since then, The injections only made me weaker in a different part of the arm for a period and had no positive effect and now I just have to wait and see.
> >
> > Ending up on disability and having to take meds 3x a day is not a choice or outcome I wanted. Nor did I want to have to fend off an incoming chainsaw or go through a couple of surgeries. I wouldn't wish this on anyone
> >
> > All I wanted was to heal enough to go back to work. I really did try.
> > I used to make more money in a few months then I'm going to make all year now. That's no exaggeration.

Oh and that stupid statement I heard you say in the past that part of my injuries were to distal from the cut...

I dare you to Try fending off a chainsaw that's violently cutting into you unexpectedly and survive without any other issue other than where the chainsaw cut you.

And if during that event you should twist an ankle, hit your head, another part of the body or anything else from trying to save yourself... Remember it's too distal from the wound so you lose...

That is absolutely retarded to think that my elbow was too distal from the cut... Think about what it takes to fend off an aggressive chainsaw cutting into you and then tell me if any other smaller, at first unnoticed injury is too distal to be real?

I'm tired of this crap

Talk with you after Monday,
Paul

> Oops, hit send accidentally. . Another issue from a shaky muscle in my forearm...
>
> > Hans,
> >
> > What and where does "you weren't hurt that bad" mean or come from?
> >
> > It was a deep laceration from a chainsaw and I'm only hurt as bad as it is and that's it.
> > I obviously have long term issues with/from the injury so no exaggeration is needed on my part.
> >
> > Whether or not it's considered disabling is the only real question and that is being decided for us at the federal level with other dr's and vocational experts that I didn't pick.
> >
> > All that I hope for is that I'm treated by those like you as you would want to be treated.
>
> Thanks for the honesty and I will get back with you after Monday.
> Paul
>
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad
> >
> > > On Dec 19, 2014, at 10:11 AM, Hans Mast <hansmast@comcast.net> wrote:
> > >
> > > Here's the deal...they are going to be reviewing the case with a doctor. The doctor will probably say you weren't hurt that bad. So, even if they concede that Mr. Gagnon was at fault, they will likely not offer much on the case. How much, I don't know. But Im not interested in trying the case. I think it would be very difficult to win. So unless you want to work out a settlement, I think you should consider other counsel. Its tough to make these decisions. I know it makes it tough on you. But these decisions are the reality in working on such cases sometimes.
> > > The good news is that you have a chance to recover in a jury trial. It would be tough, but there is a chance that the jury will believe you. But it will take some time and expense to take the case to trial. If the jury believes your specialist, the damages could be good for you. But there are a lot of "ifs" and Im not prepared to undertake the risks at this point.
> > > ----- Original Message -----
> > > From: Paul Dulberg <pdulberg@comcast.net>
> > > To: Hans Mast <hansmast@comcast.net>
> > > Sent: Fri, 19 Dec 2014 15:46:43 -0000 (UTC)
> > > Subject: New counsel
> > > Morning Hans,
> > > I have a meeting with Randal Baudin's office on Monday.
> > > Do you really wish that I find new counsel?
> > > Paul
> > > Paul Dulberg
> > > 847-497-4250

Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: New counsel**
Date: December 27, 2016 6:29:36 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** December 19, 2014 at 12:21:14 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Fwd: New counsel**
>
> On another note,
>
> David Gagnon already received more than any lawsuit will bring me...
> If this was someone I didn't know...
> I'd find out how to put the guy in prison for as many years as I could.
>
> No one should be allowed to use a chainsaw like he did and get away with it!
>
> The gift I gave David by providing him with the benefit of the doubt has turned out priceless for him...
>
> What I received is a life sentence even if I win some lawsuit...
> What can I do with the money, pay someone else to do the things I would have been able to do myself if this didn't happen?
> What part of life makes that appealing?
> And how long will that last?
>
> I went from being a doer with some potential to being a watcher and beggar. There is nothing that can change that...
>
> Neither David nor his insurance policy can fix any of this.
>
> Your position of fear in this case is appalling.
>
> > Oh and one more thing...
> > Those dr's, vocational experts and federal judge were all in agreement that I was disabled and already gave me a partially favorable judgement.
> >
> > I believe the only outstanding question was whether the ongoing treatment of injections was going to make it better or not?
> >
> > Since then, The injections only made me weaker in a different part of the arm for a period and had no positive effect and now I just have to wait and see.
> >
> > Ending up on disability and having to take meds 3x a day is not a choice or outcome I wanted. Nor did I want to have to fend off an incoming chainsaw or go through a couple of surgeries. I wouldn't wish this on anyone
> >
> > All I wanted was to heal enough to go back to work. I really did try.
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> >
> > I dare you to Try fending off a chainsaw that's violently cutting into you unexpectedly and survive without any other issue other than where the chainsaw cut you.
> >
> > And if during that event you should twist an ankle, hit your head, another part of the body or anything else from trying to save yourself... Remember it's too distal from the wound so you lose...
> >
> > That is absolutely retarded to think that my elbow was too distal from the cut... Think about what it takes to fend off an aggressive chainsaw cutting into you and then tell me if any other smaller, at first unnoticed injury is too distal to be real?
> >
> > I'm tired of this crap
> >
> > Talk with you after Monday,

Paul

Oops, hit send accidentally. . Another issue from a shaky muscle in my forearm...

> Hans,
>
> What and where does "you weren't hurt that bad" mean or come from?
>
> It was a deep laceration from a chainsaw and I'm only hurt as bad as it is and that's it.
> I obviously have long term issues with/from the injury so no exaggeration is needed on my part.
>
> Whether or not it's considered disabling is the only real question and that is being decided for us at the federal level with other dr's and vocational experts that I didn't pick.
>
> All that I hope for is that I'm treated by those like you as you would want to be treated.

Thanks for the honesty and I will get back with you after Monday.
Paul

> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Dec 19, 2014, at 10:11 AM, Hans Mast <hansmast@comcast.net> wrote:
> >
> > Here's the deal...they are going to be reviewing the case with a doctor. The doctor will probably say you weren't hurt that bad. So, even if they concede that Mr. Gagnon was at fault, they will likely not offer much on the case. How much, I don't know. But Im not interested in trying the case. I think it would be very difficult to win. So unless you want to work out a settlement, I think you should consider other counsel. Its tough to make these decisions. I know it makes it tough on you. But these decisions are the reality in working on such cases sometimes.
> > The good news is that you have a chance to recover in a jury trial. It would be tough, but there is a chance that the jury will believe you. But it will take some time and expense to take the case to trial. If the jury believes your specialist, the damages could be good for you. But there are a lot of "ifs" and Im not prepared to undertake the risks at this point.
> > ----- Original Message -----
> > From: Paul Dulberg <pdulberg@comcast.net>
> > To: Hans Mast <hansmast@comcast.net>
> > Sent: Fri, 19 Dec 2014 15:46:43 -0000 (UTC)
> > Subject: New counsel
> > Morning Hans,
> > I have a meeting with Randal Baudin's office on Monday.
> > Do you really wish that I find new counsel?
> > Paul
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: New counsel**
Date: December 27, 2016 6:30:41 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** December 19, 2014 at 9:46:43 AM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: New counsel**
>
> Morning Hans,
> I have a meeting with Randal Baudin's office on Monday.
> Do you really wish that I find new counsel?
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Associated Neurology**
Date: December 27, 2016 6:31:34 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: December 8, 2014 at 6:00:50 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Associated Neurology

Hans,

At first my goal was to get my medical paid for...
That's changed because it's turned out worse than I thought...
Now it's simply to get as much as we can and move on with my life...

What are your goals in this case?

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Dec 8, 2014, at 3:37 PM, Hans Mast <hansmast@comcast.net> wrote:

> Paul, I don't see us having the same goals in this case. I think you should search for a different atty. Let me know if you want another referral. Thanks Hans
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Mon, 08 Dec 2014 20:14:34 -0000 (UTC)
> Subject: Fwd: Associated Neurology
> John Choyinski is sitting here and just told me that David Gagnon has been moving everything he owns into his mothers and two sisters names so he can't lose anything.
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> Begin forwarded message:
>
> > **From:** Paul Dulberg <pdulberg@comcast.net>
> > **Date:** December 8, 2014 at 2:01:43 PM CST
> > **To:** Hans Mast <hansmast@comcast.net>
> > **Subject:Fwd: Associated Neurology**
> >
> > I just found out from John Choyinski that David Gagnon took apart the mustang. It's down to the frame. John said that David did that to make sure he doesn't lose it and won't put it back together till the mess he caused with me is finished.
> > I'd really like to nail this asshole to the wall Hans. I need help to do it.
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad
> >
> > Begin forwarded message:
> >
> > > **From:** Paul Dulberg <pdulberg@comcast.net>
> > > **Date:** December 8, 2014 at 1:16:48 PM CST
> > > **To:** Hans Mast <hansmast@comcast.net>
> > > **Subject:Fwd: Associated Neurology**

Oh, I do know he has a fully restored mustang that he claimed is worth over 100 grand. He has something to lose.
Paul
Paul Dulberg
847-497-4250
Sent from my iPad

Begin forwarded message:

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** December 8, 2014 at 1:06:53 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject:Re: Associated Neurology**
>
> Hans,
> Your risk...
>
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>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
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> >
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> >
> > ----- Original Message -----
> >
> > From: Paul Dulberg <pdulberg@comcast.net>
> >
> > To: Hans Mast <hansmast@comcast.net>
> >
> > Sent: Mon, 08 Dec 2014 15:31:29 -0000 (UTC)

Subject: Associated Neurology

Hi Hans,

Just got a call from associated neurology because of the bankruptcy notice they received.

Tried to explain that the leans on the lawsuit expired after 3 years and I really don't have any choice.

They said they never heard of such a thing and are looking into the lean issue and will get back to me.

On another note, Baudin's firm must not be interested because they never called me.

Do I need to find a new firm or what?

Thanks,

Paul

Paul Dulberg

847-497-4250

Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Associated Neurology**
Date: December 27, 2016 6:32:26 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: December 8, 2014 at 3:45:04 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Associated Neurology

I'm sorry for the rants...
I'm just angry
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Dec 8, 2014, at 3:37 PM, Hans Mast <hansmast@comcast.net> wrote:

> Paul, I don't see us having the same goals in this case. I think you should search for a different atty. Let me know if you want another referral. Thanks Hans
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Mon, 08 Dec 2014 20:14:34 -0000 (UTC)
> Subject: Fwd: Associated Neurology
> John Choyinski is sitting here and just told me that David Gagnon has been moving everything he owns into his mothers and two sisters names so he can't lose anything.
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> Begin forwarded message:
>
> > **From:** Paul Dulberg <pdulberg@comcast.net>
> > **Date:** December 8, 2014 at 2:01:43 PM CST
> > **To:** Hans Mast <hansmast@comcast.net>
> > **Subject:Fwd: Associated Neurology**
> >
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> > > **Date:** December 8, 2014 at 1:16:48 PM CST
> > > **To:** Hans Mast <hansmast@comcast.net>
> > > **Subject:Fwd: Associated Neurology**
> > >
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> > > Paul Dulberg
> > > 847-497-4250

Sent from my iPad

Begin forwarded message:

From: Paul Dulberg <pdulberg@comcast.net>
Date: December 8, 2014 at 1:06:53 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject:Re: Associated Neurology

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Your risk...

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I don't care about a settlement unless it's enough to drag David Gagnon through bankruptcy for his idiotic use of a chainsaw and made up story under oath. Gagnon sure showed his true colors when he was deposed, he just isn't a standup guy at all.

Either way it goes, (settlement or trial) I'm not going to make anything near what I've already lost or what my future losses are going to be so it just doesn't matter.

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I can only hope he has enough assets that it actually hurts.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

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> From: Paul Dulberg <pdulberg@comcast.net>
>
> To: Hans Mast <hansmast@comcast.net>
>
> Sent: Mon, 08 Dec 2014 15:31:29 -0000 (UTC)
>
> Subject: Associated Neurology
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Tried to explain that the leans on the lawsuit expired after 3 years and I really don't have any choice.

They said they never heard of such a thing and are looking into the lean issue and will get back to me.

On another note, Baudin's firm must not be interested because they never called me.

Do I need to find a new firm or what?

Thanks,

Paul

Paul Dulberg

847-497-4250

Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Associated Neurology**
Date: December 27, 2016 6:33:02 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: December 8, 2014 at 2:14:34 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Fwd: Associated Neurology

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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Associated Neurology**
Date: December 27, 2016 6:35:09 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** December 8, 2014 at 2:01:43 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
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> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Associated Neurology**
Date: December 27, 2016 6:38:22 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** December 8, 2014 at 2:01:43 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Fwd: Associated Neurology**
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> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Associated Neurology**
Date: December 27, 2016 6:40:35 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** December 8, 2014 at 9:45:25 AM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: Associated Neurology**
>
> Hans,
> I need to go back through emails but off the top of my head I believe it was you who informed me that medical leans expire after 3 years in Illinois
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
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> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: SSDI appeal update**
Date: December 27, 2016 6:42:47 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: December 1, 2014 at 12:47:40 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: SSDI appeal update

Hi Hans,

I heard from Meredith (my lawyer for SSDI) about when I should expect a response from SSDI.
Apparently the SSDI courts are understaffed and it may take up to a year or a little longer from the date the appeal was filed.

I'm unsure of the exact date it was filed but the last hearing was in April or May and I believe the appeal was filed just after that so it may be a while before I hear anything and then it all depends if it's dismissed and I actually have to sue or its remanded back to the lower court for reconsideration.
Either route it's going to be many months before I know anything more.

At my last visit with Dr. Kujawa she said she is filing my injury as permanent but I'm not sure if that is admissible to the appeal at this point. Meredith is working on that.

On another note, I called Randal Baudin's office again and am waiting to hear back again.

Thanks for everything,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical bills**
Date: December 27, 2016 6:43:40 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: October 22, 2014 at 3:46:54 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Medical bills

> On Oct 22, 2014, at 3:45 PM, Paul Dulberg <pdulberg@me.com> wrote:
>
> Hi Hans,
> Never heard back from you on the agreement with dynamic hand therapy.
> I went ahead and signed a payment plan with them until a settlement is reached.
> Today I spoke with associated neurology and am going to start payments with them as well.
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Dr. Kujawa visit**
Date: December 27, 2016 6:44:10 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** November 6, 2014 at 6:45:16 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Dr. Kujawa visit**
>
> Hans,
> Met with Dr. Kujawa today. Nothing new... Same meds etc...
> Will meet with her again in about 4 months.
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Dynamic Hand Therapy**
Date: December 27, 2016 6:45:31 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** October 8, 2014 at 1:28:35 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Dynamic Hand Therapy**
>
> Hi Hans,
>
> Coleen at dynamic hand therapy called with a proposal.
> She is going to write up an agreement.
> It will be $25.00 per month till the SSDI judgement is finished.
> After that it will increase to $100 per month if the SSDI judgement is favorable or stay at $25 per month if it isn't.
> Payments end once your case against David Gagnon is settled and they receive their share of the settlement.
>
> This keeps it out of collections.
>
> Does this sound fair?
>
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical bills**
Date: December 27, 2016 6:46:13 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** October 7, 2014 at 10:48:35 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Medical bills**
>
> Hans,
>
> Coleen with dynamic hand therapy just called me and she absolutely refused Medicaid insurance. She said she has been instructed to remove my account from her books. She is going to consider payments and get back to me.
>
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical bills**
Date: December 27, 2016 6:48:04 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: October 6, 2014 at 3:17:55 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Medical bills

Can I submit dynamic hand bills to Medicaid on my own?

Paul Dulberg
847-497-4250
Sent from my iPad

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> > From: Paul Dulberg <pdulberg@comcast.net>
> > To: Hans Mast <hansmast@comcast.net>
> > Sent: Mon, 06 Oct 2014 17:59:29 -0000 (UTC)
> > Subject: Re: Medical bills
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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical bills**
Date: December 27, 2016 6:48:38 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** October 6, 2014 at 2:29:06 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: Medical bills**
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To: paul_dulberg@comcast.net

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Date: October 6, 2014 at 1:58:06 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Medical bills

Just so you know...

Last week when Coleen from dynamic hand called to inform me that the lean against the suit expired, I offered to make payments and that was also refused.

So technically this is the second time they refused compensation.

Paul

Paul Dulberg
847-497-4250
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Subject: **Fwd: Medical bills**
Date: December 27, 2016 6:50:02 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: October 6, 2014 at 12:59:29 PM CDT
To: Hans Mast <hansmast@comcast.net>
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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: define compensate - Google Search**
Date: December 27, 2016 6:51:19 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** October 6, 2014 at 12:56:32 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: define compensate - Google Search**
>
> https://www.google.com/?gws_rd=ssl#q=define+compensate
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical bills**
Date: December 27, 2016 6:52:00 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: October 6, 2014 at 12:45:14 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Medical bills

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Subject: **Fwd: Medical bills**
Date: December 27, 2016 6:52:54 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** October 6, 2014 at 12:02:31 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Medical bills**
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> Honestly, what can dynamic hand therapy hope to get from me if they don't accept the insurance?
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> The only asset I have is a home that is probably underwater.
>
> If all they can do is put a lean on it their better off taking what the insurance offers.
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> What legally can be done to me?
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Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical bills**
Date: December 27, 2016 6:54:17 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: October 6, 2014 at 11:17:41 AM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Medical bills

Hans,
Any chance I can get a list of all the medical providers in my case so I can turn in my insurance info to each of them?

Also, I spoke with Rene at dynamic hand therapy and tried to give her my insurance info. she informed me that they only take Medicaid once and a while and probably won't in my case. She is having someone named Colleen call me tomorrow about it.

Can medical providers actually deny my insurance after they already treated me knowing before hand that with my injury I was most likely going to end up disabled and on the states medical insurance?

Also, does it help to give you or your secretary a copy of the Medicaid card?

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Oct 6, 2014, at 10:15 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> Hi Paul. You need to work with your providers to have them submit your bills to Medicaid. Some do not take Medicaid, while others probably prefer to try to get 100% of the bill paid from your personal injury case. So you have to explain to them the problems with the case and that you prefer to have the bill submitted to health insurance for payment.
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Sun, 05 Oct 2014 23:11:44 -0000 (UTC)
> Subject: Medical bills
> Hans,
> Since I was determined disabled by the SSDI judge during the time of treatment does that entitle me to Medicaid or Medicare? If so can't they help to pay the past due medical bills during that time?
> Paul
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: SSDI judgement**
Date: December 27, 2016 6:54:55 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** October 5, 2014 at 6:14:44 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>, Meredith Marcus <mmarcus@fdaleylaw.com>
> **Subject: SSDI judgement**
>
> Hi Meredith,
>
> Curious if I am entitled to Medicare or Medicaid during the period the judge determined I was disabled?
> If so where do I need to go to get help with the medical bills during that period?
> Thanks so much,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical bills**
Date: December 27, 2016 6:55:35 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** October 5, 2014 at 6:11:44 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Medical bills**
>
> Hans,
>
> Since I was determined disabled by the SSDI judge during the time of treatment does that entitle me to Medicaid or Medicare? If so can't they help to pay the past due medical bills during that time?
>
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Elbow**
Date: December 27, 2016 6:56:06 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** October 4, 2014 at 3:21:42 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Elbow**
>
> Hans,
> If the elbow is the big issue then I'll pay for that part.
> I just don't care anymore and don't know how to separate it from the rest.
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Call me**
Date: December 27, 2016 6:56:47 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** October 2, 2014 at 11:44:52 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: Call me**
>
> Hans,
> Just so you know, I did contact Randal Baudin's office, spoke with whoever answers the phone and they haven't called back.
> Paul
>
> On Sep 24, 2014, at 10:52 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> > Randal Baudin
> >
> > **LAW OFFICES OF RANDAL BAUDIN**
> >
> > 2100 Huntington Drive North
> > Suite C
> > Algonquin, IL 60102
> >
> > Phone: 847.658.5295
> > Fax: 847.658.5015
> >
> > ----- Original Message -----
> > From: Paul Dulberg <pdulberg@comcast.net>
> > To: Hans Mast <hansmast@comcast.net>
> > Sent: Wed, 24 Sep 2014 13:32:15 -0000 (UTC)
> > Subject: Call me
> > Hans,
> > My stomach is in knots again over this please call me
> > Paul
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Lean expired dynamic hand therapy**
Date: December 27, 2016 6:58:23 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** October 2, 2014 at 10:14:34 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: Lean expired dynamic hand therapy**
>
> Dulberg

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Lean expired dynamic hand therapy**
Date: December 27, 2016 6:58:52 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: October 2, 2014 at 9:46:27 AM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Lean expired dynamic hand therapy

Sorry, They just called me this morning so there is no copy.

Paul

> On Oct 2, 2014, at 9:43 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> Paul I'm going to try to Settle your case. No guarantees. But until the case could settle there's nothing I can do about the balances. Can you give me a copy of that bill.
>
> Sent from my iPhone
>
> > On Oct 2, 2014, at 9:19 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hans,
> >
> > Apparently Dynamic Hand Therapy has a lean that expired.
> > It's for $23,900.00 and they said they will give me a 30% discount if I pay within the next few days or they could take me to trial over it.
> >
> > Colleen with their corporate office said she contacted you on Aug. 6th about this.
> >
> > Her number is 815-986-1564
> >
> > Please advise,
> > Paul
> >
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Lean expired dynamic hand therapy**
Date: December 27, 2016 7:00:04 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** October 2, 2014 at 9:19:08 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Lean expired dynamic hand therapy**
>
> Hans,
>
> Apparently Dynamic Hand Therapy has a lean that expired.
> It's for $23,900.00 and they said they will give me a 30% discount if I pay within the next few days or they could take me to trial over it.
>
> Colleen with their corporate office said she contacted you on Aug. 6th about this.
>
> Her number is 815-986-1564
>
> Please advise,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Allstate**
Date: December 27, 2016 7:01:51 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** September 27, 2014 at 2:20:27 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Allstate**
>
> I want the monies I owe back to SSDI for being found disabled because of David's crap.
> I owe SSDI another 30 grand so far because of this crap
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd:**
Date: December 27, 2016 7:03:23 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** September 26, 2014 at 9:03:02 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Fwd:**
>
> Oh and add 12 weeks paid vacation with anther 12 weeks of paid sick leave per year to cover the 50% of the year my conditions get in the way of doing the job.
> Lol
> I'm so sick of this legal crap. None of it really helps if it hurts to use your hands forever.
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> Begin forwarded message:
>
> > **From:** Paul Dulberg <pdulberg@comcast.net>
> > **Date:** September 26, 2014 at 8:24:22 PM CDT
> > **To:** Hans Mast <hansmast@comcast.net>
> >
> > One last evil thought while I'm losing everything.
> > Do me a favor Hans,
> > Tell Allstate I'd settle for a mere comfy vp position in their firm with a meger 75,000 dollar a year salary that always increases with inflation contracted over a 20 year period with me doing nothing but finding ways to increase david Gagnons premiums forever and see how they reply.
> > This way there is no fight over whether their client neglected to tell me what the hell he was going to do with that chainsaw.
> > Videotape their response and send it to me.
> > I don't care if your buddies or not just do it and make me smile
> > Paul
> >
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Bad night**
Date: December 27, 2016 7:07:16 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: September 26, 2014 at 6:32:40 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Bad night

Hans,

Last evening I was in the hospital with the most severe migraine I've ever had.

This morning I filed for bankruptcy with David Stretch.

This afternoon I spent with my regular physician Dr Zaide doing a follow up from yesterday.

And right now, I have to email you. All when I still have a slight residual headache and should be in bed.

At first I thought the migraine was brought on by the medications I'm taking but it wasn't, it was brought on after our discussions. Now I can't prove that but it seems pretty obvious to me. Joke no pun intended there!

That migraine made me realize I need the stress of this situation over with. All the stress on top of losing everything is too much and I'd rather live than die from it all before my body does something worse.

My body is not reacting well and the migraines are getting more frequent and worse. Have you ever vomited at the same time as deficating while being in some of the most excruciating pain in your life?

If not, neither did I till the chainsaw went through my arm. That's when the migraines became more frequent, stronger and faster coming on. And now for the first time during the day.

Ever since I awoke this morning, all I can I think is the stress of it all is killing me more and more as the reality sets in and I just can't afford to care about it anymore.

My health means more than some lawsuits and the lure of money.

All because some idiot named David Gagnon forgot to tell me to move out of the way and he can't seem to admit it.

Yes, after reading his deposition and hearing it was my fault I was pissed.

In my anger I suspected all sorts of things. Including it being intentional especially after my discussions at his home only trying to get his homeowners policy number and him wanting money and threatening me for it.

Yes, my arm and elbow were hurt from his stupidity irregardless if some dr can link the two together or not.

Yes, there will be ongoing medical as a result of all this because it still hurts and doesn't work right.

Yes, I am now disabled irregardless of what SSDI appeal goes because of this.

Yes, I understand I'm screwed because of a system that allows one person to hurt another and even after a trial and judgement entered all they have to do is go file for bankruptcy in the same courthouse on the same day.

Yes, it just took me almost an hour just to type this.

Yes, yes, yes...

but none of it matters anymore!

Bottom line Hans... Do the best you can with what you got, I've got nothing more to lose or give. I need it all to just go away.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Call me**
Date: December 27, 2016 7:08:53 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** September 24, 2014 at 8:32:15 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Call me**
>
> Hans,
> My stomach is in knots again over this please call me
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Question**
Date: December 27, 2016 7:09:27 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** September 23, 2014 at 10:39:29 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Question**
>
> Has anyone asked your firm to represent them in the event I should move to file a suit against them?
>
> I have to ask because it happened to me with another lawyer a decade or so ago.
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Just received your mailed letter**
Date: December 27, 2016 7:10:43 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** September 23, 2014 at 9:06:46 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Fwd: Just received your mailed letter**
>
> Hans,
> if I use a chainsaw and cut you badly who is going to believe me when I say it's not my fault, Hans just fell into it?
>
> Who in their right mind is going to believe me when your pointing your finger at me saying I did it?
>
> Who?
>
> Begin forwarded message:
>
> > **From:** Paul Dulberg <pdulberg@comcast.net>
> > **Date:** September 23, 2014 at 8:25:03 PM CDT
> > **To:** Hans Mast <hansmast@comcast.net>
> > **Subject: Re: Just received your mailed letter**
> >
> > First, I'm sorry that I'm not a better witness to help prove David cut me with a chainsaw. I was but a lowly printer/graphic designer my whole life and never asked for anyone's sympathy till now.
> >
> > Secondly, I'm sorry I must live among a bunch of potential jurors that you don't trust to just do the right thing.
> >
> > Thirdly, I'm most sorry for agreeing to lend David Gagnon a hand when he needed some help, I had no idea he was going to try and lop it off.
> >
> > Fourth, I'm sorry you don't feel good about pushing for a trial. I wish whatever mysterious evidence you seek would be shared with me because without a video camera I can only say what I've seen from direct experience. And I guess in this case "me" the victim isn't credible enough but the one wielding a chainsaw that hurt me is.
> >
> > A few questions from a layman,
> >
> > How much could a trial actually cost?
> > What,
> > $50,000
> > $150,000
> > Does it even cost as much as a car?
> > What number?
> >
> > How much would you hope to get for us in a settlement?
> >
> > How much could be expected if the trial does proceed and we have a favorable outcome?
> >
> > Hans, if your heart is not in this I'm sorry
> >
> > Paul
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad
> >
> > > On Sep 23, 2014, at 7:39 PM, Hans Mast <hansmast@comcast.net> wrote:
> > >
> > > Hi Paul. My view hasn't changed. I think each time we've talked I've always tried to be open about my reservation to take this

case to trial. I just don't think we have enough evidence to prove our case and to invest the time and cost and preparing for trial and moving to trial just in my mind does not make sense to me. I have to be very realistic about things and honest with my opinion. It doesn't do you any good if I do not feel strongly about the case.

That's the very reason why I wanted to have this discussion. I want to give you the option of finding other counsel at this point if you really want to take the case to trial which I think ultimately will be necessary. I just do not believe strongly that defense counsel will offer much in the way of a settlement. Although I will ask him if he is going to make an offer and maybe that will allow you to make a better judgment on this.

Sent from my iPhone

> On Sep 23, 2014, at 7:17 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> Before I proceed,
> Why the change of heart?
> I mean, last month your response was we are setting a date for trial or something like that but Now it's settle or find new council again.
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Just received your mailed letter**
Date: December 27, 2016 7:11:13 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: September 23, 2014 at 8:25:03 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Just received your mailed letter

First, I'm sorry that I'm not a better witness to help prove David cut me with a chainsaw. I was but a lowly printer/graphic designer my whole life and never asked for anyone's sympathy till now.

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Fourth, I'm sorry you don't feel good about pushing for a trial. I wish whatever mysterious evidence you seek would be shared with me because without a video camera I can only say what I've seen from direct experience. And I guess in this case "me" the victim isn't credible enough but the one wielding a chainsaw that hurt me is.

A few questions from a layman,

How much could a trial actually cost?
What,
$50,000
$150,000
Does it even cost as much as a car?
What number?

How much would you hope to get for us in a settlement?

How much could be expected if the trial does proceed and we have a favorable outcome?

Hans, if your heart is not in this I'm sorry

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Sep 23, 2014, at 7:39 PM, Hans Mast <hansmast@comcast.net> wrote:
>
> Hi Paul. My view hasn't changed. I think each time we've talked I've always tried to be open about my reservation to take this case to trial. I just don't think we have enough evidence to prove our case and to invest the time and cost and preparing for trial and moving to trial just in my mind does not make sense to me. I have to be very realistic about things and honest with my opinion. It doesn't do you any good if I do not feel strongly about the case.
>
> That's the very reason why I wanted to have this discussion. I want to give you the option of finding other counsel at this point if you really want to take the case to trial which I think ultimately will be necessary. I just do not believe strongly that defense counsel will offer much in the way of a settlement. Although I will ask him if he is going to make an offer and maybe that will allow you to make a better judgment on this.
>
> Sent from my iPhone
>
> > On Sep 23, 2014, at 7:17 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

Before I proceed,
Why the change of heart?
I mean, last month your response was we are setting a date for trial or something like that but Now it's settle or find new council again.
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical Expense Report**
Date: December 27, 2016 7:11:40 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: September 23, 2014 at 7:32:09 PM CDT
To: Sheila Quinlan <sheilamquinlan@yahoo.com>
Subject: Re: Medical Expense Report

Thank you

Paul Dulberg
847-497-4250
Sent from my iPad

On Sep 22, 2014, at 11:55 AM, Sheila Quinlan <sheilamquinlan@yahoo.com> wrote:

> Please find attached a copy of your medical expense report from Hans.
>
> ***Sheila M. Quinlan***
> ***Law Offices of Thomas J. Popovich, P.C.***
> ***815.344.3797***
> ***815.344.5280 fax***
> <Medical Expense Report 9-22-14.pdf>

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Just received your mailed letter**
Date: December 27, 2016 7:12:32 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** September 23, 2014 at 7:17:07 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Just received your mailed letter**
>
> Before I proceed,
> Why the change of heart?
> I mean, last month your response was we are setting a date for trial or something like that but Now it's settle or find new council again.
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Bankruptcy**
Date: December 27, 2016 7:13:12 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** September 22, 2014 at 10:02:41 AM CDT
> **To:** "hansmast@comcast.net" <hansmast@comcast.net>
> **Subject: Bankruptcy**
>
> Hi Hans,
> I have an appointment with David Stretch a bankruptcy lawyer in McHenry on Friday and he is asking for a copy of all of my bills including medical.
> David said he could accept a spreadsheet or something from your firm.
> Please advise
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Dr Kujawa**
Date: December 27, 2016 7:13:55 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** August 14, 2014 at 10:10:07 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Dr Kujawa**
>
> Hi Hans,
> Had an appointment with dr Kujawa today. Did not receive Botox but did get another increase in Gabapentin dosage.
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Dr Kujawa update**
Date: December 27, 2016 7:17:03 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: June 29, 2014 at 2:00:19 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Dr Kujawa update

Hi Hans,

I spoke with dr. Kujawa's assistant Elsie by phone on Friday. I updated her on how the increased dosages of Neurontin/Gabapentin are having an effect on the burning spasms in my arm. I told her that each week that I increased the dose I was able to get a 75-80% reduction in the amount of burning spasms for approximately 2-1/2 to 3 days tops before I adjusted to the new dosage and the beneficial effects wore off. Unfortunately, I also sleep for 2-1/2 to 3 days each time the dosage is increased.
I am now at the recommended level of 1800mg a day and don't have anymore dosage increases scheduled and it's as if I'm not getting any relief again. She said dr. Kujawa wants to keep me at that dosage until our next office visit.
As far as the Botox injections go, I told her this time it definitely had an effect. My hand is now weaker and I can't even my full coffee cup up straight. She said that's what it's supposed to do and that as it wears off the spasms may get stronger and that we will do another round of injections at the 3 month office visit. She also said that I shouldn't be grabbing anything more than a couple of pounds.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Bankruptcy ?**
Date: December 27, 2016 7:18:02 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** June 16, 2014 at 3:46:00 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Bankruptcy ?**
>
> Hi Hans,
> I spoke with David Stretch, a bankruptcy lawyer, about possibly going the route of Bankruptcy. He said if I have a pending a suit that it is considered a possible asset and may allow the court to hold off any bankruptcy judgement pending the outcome and that I would only be able to exempt 15,000 before the creditors get their share.
> He also said if all I default on is credit cards but keep up on the mortgage and basic needs all that can happen is a judgement will be issued against me and it goes on my credit report and it can be cleared later by filing.
>
> I know my personal financial issues are not your problem but I am to a point for the first time ever that I am stopping all payments to my credit cards and focusing on the house, food and utilities. Or rather I should say my Mom is thanks to the chainsaw.
>
> Does filing bankruptcy make any difference on your end and would it complicate anything?
>
> In your opinion what would be the better route, file bankruptcy now or just default on the credit cards and deal with it later?
>
> I added the contact info for David Stretch below
>
> Thanks,
> Paul
>
> **Law Office of**
> **David L. Stretch**
> 5447 W. Bull Valley Road
> McHenry, IL 60050 k
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Help**
Date: December 27, 2016 7:19:23 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: May 20, 2014 at 12:30:55 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Help

Lol, Richard has retired...
Any other suggestions?

Paul Dulberg
847-497-4250
Sent from my iPad

On May 16, 2014, at 9:52 AM, Hans Mast <hansmast@comcast.net> wrote:

> Sure..
>
> Richard T. Jones
>
> **LAW OFFICES OF RICHARD T. JONES**
>
> 138 Cass Street
>
> Woodstock, IL 60098
>
> (815) 334-8220
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Fri, 16 May 2014 13:23:02 -0000 (UTC)
> Subject: Help
> Hi Hans,
> Know anyone who does bankruptcy?
> Thanks,
> Paul
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Help**
Date: December 27, 2016 7:19:53 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** May 16, 2014 at 8:23:02 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Help**
>
> Hi Hans,
> Know anyone who does bankruptcy?
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Dr. Kujawa**
Date: December 27, 2016 7:21:23 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** May 9, 2014 at 10:38:02 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Cc:** Meredith Marcus <mmarcus@fdaleylaw.com>
> **Subject: Dr. Kujawa**
>
> Hi Hans and Meredith,
>
> I had an appointment with Dr. Kujawa yesterday.
> She said the Botox injections will not solve the spastic pains you saw marked on my arm in the video I sent you but it should help with opening and closing my hand so I did another round of injections.
>
> Of coarse I asked, am I stuck with those pains the rest of my life, it's been almost 3 years?
>
> She replied, most likely but that's what the Neurontin/Gabapentin are for and it should help curb some of those pains.
>
> She prescribed Neurontin/Gabapentin for the pains and asked that I report any changes to her and to see her again in another 3 months.
>
> My next appointment is set for August 14th.
>
> Thanks again,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Negligent use of chainsaw by homeowner Defendant cut - Jury Verdicts**
Date: December 27, 2016 7:23:30 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: April 28, 2014 at 6:47:43 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Negligent use of chainsaw by homeowner Defendant cut - Jury Verdicts

Hans,
Ran across this article and to start it is very similar but I cannot see the rest because of the subscription.
Paul

http://www.jvra.com/verdict_trak/article.aspx?id=48597

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Other council**
Date: December 27, 2016 7:24:09 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** April 27, 2014 at 6:59:18 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: Other council**
>
> I hope the dep with dr Kujawa is after the May 8th appointment.
> Her assistant Elsie is the one who told me to start logging the issues and Dr. Kujawa hasn't seen any of the video logs I have yet.
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Apr 22, 2014, at 12:01 PM, Hans Mast <hansmast@comcast.net> wrote:
> >
> > We have Dr. Kujawas deposition coming up soon. After that dep I will evaluate our options. Thanks for the update.
> > Hans
> > ----- Original Message -----
> > From: Paul Dulberg <pdulberg@comcast.net>
> > To: Hans Mast <hansmast@comcast.net>
> > Sent: Tue, 22 Apr 2014 13:01:02 -0000 (UTC)
> > Subject: Other council
> > Hans,
> > I know I said to just get the best deal you can but what I forgot to ask was if you or your firm had anyone else in mind that would take on my case with the appropriate resources and attention it needs to get a result worth going further.
> > I don't mind sharing or switching firms if it came with your blessing.
> > On another note, I have another appointment with Dr. Kujawa on May 8th. Dr. Kujawa's assistant, Elsie, asked me to keep a log on the issues with the forearm. Below is one of the video logs I'm trying to keep for them so they can see the patterns of the burns and muscle cramps so they can better place the injections.
> > Thanks,
> > Paul

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Thanks**
Date: December 27, 2016 7:27:27 PM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** April 14, 2014 at 5:08:43 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Thanks**
>
> Hans,
> Sorry for the rants, it's been an emotional roller coaster on my end.
> Bringing this to an end would be a big step towards healing for me.
> Believe me when I say thanks for all the hard work and get the best deal you can!
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Memo**
Date: December 28, 2016 9:36:59 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 22, 2015 at 6:20:52 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Memo

My case is "gross negligence" causing "untreatable, irreversible and debilitating harm"

Never had a lawyer who needed me to help write or correct anything before.
The SSDI lawyer pulled everything from the record and it was perfect.

Yes, I would like to reword much of it because I wouldn't want anything used in it twisted later if we do go to trial.

Yes, I understand that your firm won't back me but it doesn't mean I'm not going to take it to trial anyway. I need the wording to match exactly what I need should I go the distance.

I can honestly say the dollar amount you listed I would never agree to. It wouldn't even cover my wages for the years in physical therapy yet the rest of my life.
If I end up with a structured settlement where I have to chase this guy I believe we can always sell the settlement and cash out. Is that possible?

Paul Dulberg
847-497-4250
Sent from my iPad

> On Feb 22, 2015, at 5:58 PM, Hans Mast <hansmast@att.net> wrote:
>
> I'm not sure what you're saying. I tried to tell you over and over again the nature in which the memo is written isn't important. This is just a memo to introduce the judge to the case. If there are different ways you want to say things I'm happy to do that. It's going to serve it's purpose perfectly.
>
> Sent from my iPhone
>
> > On Feb 22, 2015, at 5:56 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > If maybe we should have one of them try writing the memo?
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad
> >
> > > On Feb 22, 2015, at 5:42 PM, Hans Mast <hansmast@att.net> wrote:
> > >
> > > I have several people that help me. What are you wondering about.
> > >
> > > Sent from my iPhone
> > >
> > > > On Feb 21, 2015, at 1:32 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > > >
> > > > Hans, do you have a paralegal?
> > > >
> > > > Paul Dulberg
> > > > 847-497-4250
> > > > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Memo**
Date: December 28, 2016 9:37:32 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: December 27, 2016 at 6:13:28 PM CST
To: Paul Dulberg <pdulberg@comcast.net>
Subject: Fwd: Memo

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 22, 2015 at 5:56:22 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Memo

If maybe we should have one of them try writing the memo?

Paul Dulberg
847-497-4250
Sent from my iPad

> On Feb 22, 2015, at 5:42 PM, Hans Mast <hansmast@att.net> wrote:
>
> I have several people that help me. What are you wondering about.
>
> Sent from my iPhone
>
> > On Feb 21, 2015, at 1:32 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hans, do you have a paralegal?
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: SSDI update**
Date: December 28, 2016 9:43:50 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: April 14, 2014 at 9:44:11 AM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Fwd: SSDI update

Hans,
What is a small amount?
Is it enough to pay for the medical expenses?

Begin forwarded message:

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** April 14, 2014 at 9:31:50 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: SSDI update**
>
> Hans,
> Thank you for the honesty.
> There is no doubt david cut my arm almost in half with a chainsaw. Even he admitted he was in control of it, so What part of the case seems most troubling?
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> On Apr 14, 2014, at 9:07 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> > Paul. We've been talking this case over a bit at the office. As Ive tried to advise you during our several meetings, I do not believe we can adequately prove our case at trial. Its your word against Mr. Gagnons. Most times, that means we lose - as plaintiff. I don't think we want to invest the time and expense to get to that result. Im happy to try to settle the case for you, but it will probably be a low amount. So, I want to advise you now should you wish to retain other counsel to try the case for you. Please advise how you wish to proceed. I know this is not good news, but I have learned a long time ago, some cases just are not proveable - not because you are not credible, but because jurys demand more than we can give at trial.
> > ----- Original Message -----
> > From: Paul Dulberg <pdulberg@comcast.net>
> > To: Meredith Marcus <mmarcus@fdaleylaw.com>
> > Cc: janet@SSDAtty.com
> > Sent: Sun, 13 Apr 2014 14:12:04 -0000 (UTC)
> > Subject: Re: SSDI update
> > Morning Meredith,
> > Glad to see the emails are getting to you today. Not sure why they all came back the past few days. Below is Dr. Kujawa's contact info.
> > If I need to do anything please let me know and thank you for all the work your doing.
> > Paul
> >
> > Dr. Kujawa
> > Alexian Brothers Neuroscience Institute
> > 800 Biesterfield Rd., Suite 610
> > Elk Grove Village IL 60007
> > United States
> > Phone (847) 981-3630
> > Fax (847) 981-3633
> >
> > On Apr 13, 2014, at 8:38 AM, Meredith Marcus <mmarcus@fdaleylaw.com> wrote:

Paul,

I was able to get this email! I had written Meg to see the status of the records.

Again, here is what we discussed:
(1) the medical expert gave you a closed claim of benefits - we don't want to take that (i want you to have the ability to appeal any unfavorable decision/not be foreclosed from getting a closed period of benefits and then reapplying if need be) so that is why we went to the vocational expert testimony.
(2) when we went to the Vocational Expert, he gave jobs that conflicted with his testimony so I eliminated the jobs through his testimony (I just need to write a post-hearing memo for that and I am holding off and waiting for the medical records from Dr. Kujawa so i can address ongoing treatment in a memo to the judge as well)
(3) your psych records also reflect you can't do the jobs the vocational expert listed because they all require social contact which your records reflect that you really shouldn't do and the ALJ didn't develop the testimony there - kept saying we were running late - i will address that as well in the memo to the judge.

The records we addressed were requested previously by Meg and from my knowledge we are still waiting on the records (medical records often take quite a long time to come in).

I'll be happy to follow up with Meg/Janet tomorrow to find out the status of the records and if we may require you to get the updated records. While the Dr. Kohn records would show old treatment, it is Dr. Kujawa's records that are more useful (they show ongoing issues during the period in which you are claiming disability). Old records from 2002 will only show that you had problems in 2002 - updated records (from 6/28/11 onward) are key to your case at this point.

I'll be in the office tomorrow to speak further as well (312) 561-3030 if you have any questions.

Thanks,

Meredith E. Marcus, Esq.

Daley Disability Law, P.C.

601 West Randolph Street, Suite 300

Chicago, Illinois 60661

Tel: (312) 561-3030

Fax: (312) 284-4773

(800) DALEY33

mmarcus@fdaleylaw.com

www.fdaleylaw.com

From: Paul Dulberg [pdulberg@comcast.net]
Sent: Sunday, April 13, 2014 8:28 AM
To: Janet Douglass
Cc: Meredith Marcus; Hans Mast
Subject: SSDI update

Hi Janet,
I had the SSDI hearing last Thursday. It was a learning experience and I am not sure how it went. Much of it I didn't understand.
We were missing some of the reports. Particularly anything from Dr. Kujawa showing ongoing care for post traumatic Dystonia in the right forearm and some old reports from Dr. Kohn who was the Dr. who gave me over 100 shots in my neck, shoulders and back for severe muscle spasms after the car accident over a decade ago. Dr. Kohn from Kohn medical group in McHenry, I completely forgot about until the questions about muscle

spasms came up in the hearing.
The judge left open the record for 30 days for us to add anything to the medical record.
Should I be the one to get the old reports from dr Kohn and the ongoing reports from dr Kujawa?
Also, Meredith Marcus, the attorney from Daley Disability law, asked me to send her Dr. Kujawa's contact information but her email (mmarcus@fdaleylaw.com) keeps getting sent back to me with an error saying its undeliverable. I'm not sure how to get around the emails being sent back. What should I do?

Thanks again for everything,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: SSDI update**
Date: December 28, 2016 10:19:19 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: April 13, 2014 at 8:58:04 AM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Fwd: SSDI update

Hans,
Just keeping you in the loop. Here is the reply to the email I just sent out.

Begin forwarded message:

> **From:** Meredith Marcus <mmarcus@fdaleylaw.com>
> **Date:** April 13, 2014 at 8:38:37 AM CDT
> **To:** Paul Dulberg <pdulberg@comcast.net>
> **Cc:** "janet@SSDAtty.com" <janet@SSDAtty.com>
> **Subject: RE: SSDI update**
>
> Paul,
>
> I was able to get this email! I had written Meg to see the status of the records.
>
> Again, here is what we discussed:
> (1) the medical expert gave you a closed claim of benefits - we don't want to take that (i want you to have the ability to appeal any unfavorable decision/not be foreclosed from getting a closed period of benefits and then reapplying if need be) so that is why we went to the vocational expert testimony.
> (2) when we went to the Vocational Expert, he gave jobs that conflicted with his testimony so I eliminated the jobs through his testimony (I just need to write a post-hearing memo for that and I am holding off and waiting for the medical records from Dr. Kujawa so i can address ongoing treatment in a memo to the judge as well)
> (3) your psych records also reflect you can't do the jobs the vocational expert listed because they all require social contact which your records reflect that you really shouldn't do and the ALJ didn't develop the testimony there - kept saying we were running late - i will address that as well in the memo to the judge.
>
> The records we addressed were requested previously by Meg and from my knowledge we are still waiting on the records (medical records often take quite a long time to come in).
>
> I'll be happy to follow up with Meg/Janet tomorrow to find out the status of the records and if we may require you to get the updated records. While the Dr. Kohn records would show old treatment, it is Dr. Kujawa's records that are more useful (they show ongoing issues during the period in which you are claiming disability). Old records from 2002 will only show that you had problems in 2002 - updated records (from 6/28/11 onward) are key to your case at this point.
>
> I'll be in the office tomorrow to speak further as well (312) 561-3030 if you have any questions.
>
> Thanks,
>
> Meredith E. Marcus, Esq.
>
> Daley Disability Law, P.C.
>
> 601 West Randolph Street, Suite 300
>
> Chicago, Illinois 60661
>
> Tel: (312) 561-3030
>
> Fax: (312) 284-4773

(800) DALEY33

mmarcus@fdaleylaw.com

www.fdaleylaw.com

From: Paul Dulberg [pdulberg@comcast.net]
Sent: Sunday, April 13, 2014 8:28 AM
To: Janet Douglass
Cc: Meredith Marcus; Hans Mast
Subject: SSDI update

Hi Janet,
I had the SSDI hearing last Thursday. It was a learning experience and I am not sure how it went. Much of it I didn't understand. We were missing some of the reports. Particularly anything from Dr. Kujawa showing ongoing care for post traumatic Dystonia in the right forearm and some old reports from Dr. Kohn who was the Dr. who gave me over 100 shots in my neck, shoulders and back for severe muscle spasms after the car accident over a decade ago. Dr. Kohn from Kohn medical group in McHenry, I completely forgot about until the questions about muscle spasms came up in the hearing.
The judge left open the record for 30 days for us to add anything to the medical record.
Should I be the one to get the old reports from dr Kohn and the ongoing reports from dr Kujawa?
Also, Meredith Marcus, the attorney from Daley Disability law, asked me to send her Dr. Kujawa's contact information but her email (mmarcus@fdaleylaw.com) keeps getting sent back to me with an error saying its undeliverable. I'm not sure how to get around the emails being sent back. What should I do?

Thanks again for everything,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: SSDI update**
Date: December 28, 2016 10:20:18 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: April 13, 2014 at 8:28:30 AM CDT
To: Janet Douglass <Janet@SSDAtty.com>
Cc: "mmarcus@fdaleylaw.com" <mmarcus@fdaleylaw.com>, Hans Mast <hansmast@comcast.net>
Subject: SSDI update

Hi Janet,
I had the SSDI hearing last Thursday. It was a learning experience and I am not sure how it went. Much of it I didn't understand. We were missing some of the reports. Particularly anything from Dr. Kujawa showing ongoing care for post traumatic Dystonia in the right forearm and some old reports from Dr. Kohn who was the Dr. who gave me over 100 shots in my neck, shoulders and back for severe muscle spasms after the car accident over a decade ago. Dr. Kohn from Kohn medical group in McHenry, I completely forgot about until the questions about muscle spasms came up in the hearing.
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Also, Meredith Marcus, the attorney from Daley Disability law, asked me to send her Dr. Kujawa's contact information but her email (mmarcus@fdaleylaw.com) keeps getting sent back to me with an error saying its undeliverable. I'm not sure how to get around the emails being sent back. What should I do?

Thanks again for everything,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: SSDI hearing**
Date: December 28, 2016 10:20:47 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** April 11, 2014 at 1:23:34 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: SSDI hearing**
>
> Hi Hans,
> Had an SSDI hearing yesterday. Won't know outcome for possibly 6 months. It was a learning experience.
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: McGuire settlement**
Date: December 28, 2016 10:21:55 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: January 29, 2014 at 1:59:31 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: McGuire settlement

Ok, it's signed and in the mail.
Hope that some yahoo in the govt. doesn't someday decide to go after everyone they think they might get a dollar out of and end up holding me responsible for the McGuires fees incurred while they fight it out.
I'm not in the business of warranting, insuring or protecting the McGuires from government. Especially for only 5 grand. For that kind of protection it could cost millions but I trust your judgement.
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Jan 29, 2014, at 11:49 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> SSD has to be part of it...its not going to effect anything...
> We can't prevent disclosure of the amount...
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Wed, 29 Jan 2014 17:47:39 -0000 (UTC)
> Subject: Re: McGuire settlement
> What and why do those questions have any relevance at all and why do they need to be part of this agreement?
> Particularly the one about being eligible.
> Also, I cannot warranty against what SSDI, Medicare or any other government institution wishes to do.
> Is it possible to make this agreement blind to the McGuires or David Gagnon?
> What I mean is can we make it so that the amount of money cannot be told to them in any way?
> It would drive David's ego crazy if he thought it was a large sum and was banned from seeing how much it is.
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>> On Jan 29, 2014, at 10:51 AM, Hans Mast <hansmast@comcast.net> wrote:
>>
>> Its not a big deal...if you weren't receiving it than don't check it...not sure what the question is...
>> ----- Original Message -----
>> From: Paul Dulberg <pdulberg@comcast.net>
>> To: Hans Mast <hansmast@comcast.net>
>> Sent: Wed, 29 Jan 2014 16:16:04 -0000 (UTC)
>> Subject: McGuire settlement
>> Here is a copy of the first page.
>> It has check boxes and one of the check boxes says;
>> I am not eligible to receive SSI or SSDI.
>> Another says;
>> I am not receiving SSI or SSDI.
>> As you know, I have applied for SSDI and SSI

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: McGuire settlement**
Date: December 28, 2016 10:22:23 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** January 29, 2014 at 11:47:39 AM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: McGuire settlement**
>
> What and why do those questions have any relevance at all and why do they need to be part of this agreement?
> Particularly the one about being eligible.
>
> Also, I cannot warranty against what SSDI, Medicare or any other government institution wishes to do.
>
> Is it possible to make this agreement blind to the McGuires or David Gagnon?
> What I mean is can we make it so that the amount of money cannot be told to them in any way?
> It would drive David's ego crazy if he thought it was a large sum and was banned from seeing how much it is.
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Jan 29, 2014, at 10:51 AM, Hans Mast <hansmast@comcast.net> wrote:
> >
> > Its not a big deal...if you weren't receiving it than don't check it...not sure what the question is...
> > ----- Original Message -----
> > From: Paul Dulberg <pdulberg@comcast.net>
> > To: Hans Mast <hansmast@comcast.net>
> > Sent: Wed, 29 Jan 2014 16:16:04 -0000 (UTC)
> > Subject: McGuire settlement
> > Here is a copy of the first page.
> > It has check boxes and one of the check boxes says;
> > I am not eligible to receive SSI or SSDI.
> > Another says;
> > I am not receiving SSI or SSDI.
> > As you know, I have applied for SSDI and SSI

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: McGuire settlement**
Date: December 28, 2016 10:22:52 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** January 29, 2014 at 9:30:14 AM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: McGuire settlement**
>
> Hi Hans,
> I received the papers to sign.
> Not sure why it asks about SSDI eligibility.
> Please explain.
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Mike Thomas Dep.**
Date: December 28, 2016 10:23:28 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: January 24, 2014 at 11:25:42 AM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Mike Thomas Dep.

I was looking for it to come in the mail and haven't seen it.

Paul Dulberg
847-497-4250
Sent from my iPad

> On Jan 24, 2014, at 11:17 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> Paul, did you send me the signed settlement release yet?
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Fri, 17 Jan 2014 20:26:30 -0000 (UTC)
> Subject: Re: Mike Thomas Dep.
> Ok, I didn't know it was the McGuires who called him in.
> Thanks
> Paul
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>> On Jan 17, 2014, at 2:09 PM, Hans Mast <hansmast@comcast.net> wrote:
>>
>> As you know, we settled with the McGuires...
>> ----- Original Message -----
>> From: Paul Dulberg <pdulberg@comcast.net>
>> To: Hans Mast <hansmast@comcast.net>
>> Sent: Fri, 17 Jan 2014 19:27:15 -0000 (UTC)
>> Subject: Mike Thomas Dep.
>> Hi Hans,
>> I just got a text saying that Mike Thomas received a letter mailed jan. 8th that stated he didn't need to show up for the dep because the case was settled.
>> Paul
>> Paul Dulberg
>> 847-497-4250
>> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Mike Thomas Dep.**
Date: December 28, 2016 10:24:01 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: January 17, 2014 at 2:26:30 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Mike Thomas Dep.

Ok, I didn't know it was the McGuires who called him in.
Thanks
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Jan 17, 2014, at 2:09 PM, Hans Mast <hansmast@comcast.net> wrote:
>
> As you know, we settled with the McGuires...
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Fri, 17 Jan 2014 19:27:15 -0000 (UTC)
> Subject: Mike Thomas Dep.
> Hi Hans,
> I just got a text saying that Mike Thomas received a letter mailed jan. 8th that stated he didn't need to show up for the dep because the case was settled.
> Paul
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Mike Thomas Dep.**
Date: December 28, 2016 10:24:34 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** January 17, 2014 at 1:27:15 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Mike Thomas Dep.**
>
> Hi Hans,
> I just got a text saying that Mike Thomas received a letter mailed jan. 8th that stated he didn't need to show up for the dep because the case was settled.
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Drs appointment**
Date: December 28, 2016 10:25:12 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** January 14, 2014 at 3:41:50 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Drs appointment**
>
> Hi Hans,
> I was approved for both Alexian Assist and the medication needed for the Dystonia treatment.
> It's on February 6th at Alexian Brothers Hospital with Dr. Kujawa.
> Thanks,
> Paul
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Purchase of chainsaw by McGuires**
Date: December 28, 2016 10:25:54 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: December 19, 2013 at 9:03:42 AM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Purchase of chainsaw by McGuires

David was the one the neighbor talked to. The neighbor did not know Dave's name but described him to a T and did say he would know him if he saw him.

On another note: I noticed David had the order of cutting down the apple tree before or after the pine tree goofed. Not a big deal but I think Bill, Carols and my own deps agree it was done prior. I remember the same neighbor talking about that day prior to the big trees coming down.

That neighbor has a better view from inside his house of the McGuires back yard than the McGuires do from their own house.

I think David wasn't just confused about the timing, he was trying to show he hadn't done any work prior to this incident. Not sure why but the complete fabrication as a whole shows that David was right, he wouldn't lie to help me but he would lie to help himself.

I'm done ranting...
Reading that dep got me going. Need to let this thing rest for a bit.

Have a good day and enjoy your holidays,
Paul

> On Dec 19, 2013, at 8:43 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> Not really
>
> Sent from my iPhone
>
> > On Dec 19, 2013, at 8:16 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hi Hans,
> >
> > A while back I sent you the name and number of the McGuires neighbor. I don't have it in front of me at the moment but it's in our correspondence.
> >
> > The neighbor claimed that the McGuires had asked him to borrow his chainsaw to cut down the trees on the McGuires property just a few days prior to the trees coming down.
> >
> > It would seem to reason that the McGuires did not own a chainsaw at that point and tried to borrow one from a neighbor before going out and purchasing one specifically for that project.
> >
> > So my question is, if the McGuires can be proved to be hiding the reason and timing of purchasing the chainsaw can this benefit us in any way?
> >
> > Thanks,
> > Paul
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Purchase of chainsaw by McGuires**
Date: December 28, 2016 10:26:23 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: December 19, 2013 at 8:16:29 AM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Purchase of chainsaw by McGuires

Hi Hans,

A while back I sent you the name and number of the McGuires neighbor. I don't have it in front of me at the moment but it's in our correspondence.

The neighbor claimed that the McGuires had asked him to borrow his chainsaw to cut down the trees on the McGuires property just a few days prior to the trees coming down.

It would seem to reason that the McGuires did not own a chainsaw at that point and tried to borrow one from a neighbor before going out and purchasing one specifically for that project.

So my question is, if the McGuires can be proved to be hiding the reason and timing of purchasing the chainsaw can this benefit us in any way?

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: McGuire offer**
Date: December 28, 2016 10:26:51 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** December 18, 2013 at 11:54:40 AM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: McGuire offer**
>
> 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.
> The only good thing he has coming from me is my ability to hold back my primal side be civil.
> It's a shame we don't live in ancient times under the old eye for an eye philosophy of justice.
> I'd much rather take a chainsaw to his arm than get any money.
>
> As far as the McGuires are concerned give me a call.
>
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Dec 17, 2013, at 6:24 PM, Hans Mast <hansmast@comcast.net> wrote:
> >
> > Neither are edited. They were Word for Word.
> >
> > Sent from my iPhone
> >
> > > On Dec 17, 2013, at 6:07 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > >
> > > Hi Hans,
> > > Just picked it up in the mail and haven't read it yet.
> > >
> > > Is the typed version of the dep actually verbatim or edited somehow?
> > >
> > > After reading my own it made me realize not everything said was included.
> > >
> > > Thanks again and I'll have an answer sometime tomorrow. This thing looks like a novel.
> > >
> > > Paul
> > >
> > > Paul Dulberg
> > > 847-497-4250
> > > Sent from my iPad
> > >
> > > > On Dec 17, 2013, at 3:21 PM, Hans Mast <hansmast@comcast.net> wrote:
> > > >
> > > > Paul, did you receive Gagnon's dep? Let me know what you want me to tell McGuires attorney about their $5,000 offer.
> > > > Thanks
> > > > ----- Original Message -----

From: Paul Dulberg <pdulberg@comcast.net>
To: Hans Mast <hansmast@comcast.net>
Sent: Sat, 23 Nov 2013 15:48:24 -0000 (UTC)
Subject: Re: Natural progression
Well, luckily I'm not a professional medical dr and my opinion doesn't or shouldn't hold much weight with anyone.
Paul Dulberg
847-497-4250
Sent from my iPad

> On Nov 23, 2013, at 9:33 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> No. What is said cannot be unsaid. Sorry.
>
> Sent from my iPhone
>
> > On Nov 23, 2013, at 9:12 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hi Hans,
> >
> > After reading the McGuire deps it lead me to do a lot more searching online and now I realize the difficulties I created in my own dep when asked about the right elbow and left arm tennis elbow being a natural progression of injury from the original cause. I probably shouldn't have commented on them at all even though I believe it's all connected.
> >
> > Is there any way to amend the suit to correct for my ignorance and confusion?
> >
> > I'm not a dr and tried to say in my dep that I don't want to pretend to know what dr's mean when they say things.
> >
> > Thanks,
> > Paul
> >
> >
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: McGuire offer**
Date: December 28, 2016 10:27:26 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: December 17, 2013 at 6:07:21 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: McGuire offer

Hi Hans,
Just picked it up in the mail and haven't read it yet.

Is the typed version of the dep actually verbatim or edited somehow?

After reading my own it made me realize not everything said was included.

Thanks again and I'll have an answer sometime tomorrow. This thing looks like a novel.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

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>
> Paul, did you receive Gagnon's dep? Let me know what you want me to tell McGuires attorney about their $5,000 offer. Thanks
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Sat, 23 Nov 2013 15:48:24 -0000 (UTC)
> Subject: Re: Natural progression
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>>>
>>> Is there any way to amend the suit to correct for my ignorance and confusion?
>>>
>>> I'm not a dr and tried to say in my dep that I don't want to pretend to know what dr's mean when they say things.
>>>
>>> Thanks,
>>> Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Received my own dep in mail?**
Date: December 28, 2016 10:28:26 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** December 4, 2013 at 6:04:55 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: Received my own dep in mail?**
>
> 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.
>
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Dec 4, 2013, at 5:42 PM, Hans Mast <hansmast@comcast.net> wrote:
> >
> > I thought you said you wanted to review it.
> >
> > Sent from my iPhone
> >
> > > On Dec 4, 2013, at 4:43 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > >
> > > Hans,
> > > Just received my own dep in the mail.
> > > Not sure why?
> > > Paul
> > >
> > > Paul Dulberg
> > > 847-497-4250
> > > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Received my own dep in mail?**
Date: December 28, 2016 10:28:04 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** December 4, 2013 at 6:04:55 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: Received my own dep in mail?**
>
> 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.
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> > > Not sure why?
> > > Paul
> > >
> > > Paul Dulberg
> > > 847-497-4250
> > > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Received my own dep in mail?**
Date: December 28, 2016 10:28:58 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** December 4, 2013 at 4:43:53 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Received my own dep in mail?**
>
> Hans,
> Just received my own dep in the mail.
> Not sure why?
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Natural progression**
Date: December 28, 2016 10:29:29 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: November 23, 2013 at 9:48:24 AM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Natural progression

Well, luckily I'm not a professional medical dr and my opinion doesn't or shouldn't hold much weight with anyone.

Paul Dulberg
847-497-4250
Sent from my iPad

> On Nov 23, 2013, at 9:33 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> No. What is said cannot be unsaid. Sorry.
>
> Sent from my iPhone
>
> > On Nov 23, 2013, at 9:12 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hi Hans,
> >
> > After reading the McGuire deps it lead me to do a lot more searching online and now I realize the difficulties I created in my own dep when asked about the right elbow and left arm tennis elbow being a natural progression of injury from the original cause. I probably shouldn't have commented on them at all even though I believe it's all connected.
> >
> > Is there any way to amend the suit to correct for my ignorance and confusion?
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> > I'm not a dr and tried to say in my dep that I don't want to pretend to know what dr's mean when they say things.
> >
> > Thanks,
> > Paul
> >
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Natural progression**
Date: December 28, 2016 10:30:00 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** November 23, 2013 at 9:12:39 AM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Natural progression**
>
> Hi Hans,
>
> After reading the McGuire deps it lead me to do a lot more searching online and now I realize the difficulties I created in my own dep when asked about the right elbow and left arm tennis elbow being a natural progression of injury from the original cause. I probably shouldn't have commented on them at all even though I believe it's all connected.
>
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>
> I'm not a dr and tried to say in my dep that I don't want to pretend to know what dr's mean when they say things.
>
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: McGuire deps**
Date: December 28, 2016 10:30:43 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: November 22, 2013 at 6:23:46 AM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: McGuire deps

I hope not.
Sounded to me like they claimed to be hiding in their home all day when the neighbor saw them outside actively participating all day.
And carol seeing me pick up a 200 lb. tiller alone with her own eyes when it was really someone she knew very well since the 1970's and sees once a week at least. This shows a desperate wanting to prove my claim of injury as false.
Those are a bit more than a bad recollection by anyone's standard.
I would feel better if we had in reserve and were ready to use all tools needed to win.
Paul

> On Nov 22, 2013, at 5:44 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> Paul there is no reason nor purpose for even discussing perjury. Just because someone has a different recollection doesn't mean the Maguires lied. Anyway it's not an issue that is anything to do with your suit.
>
> But if the Maguires settle they still can be witnesses in the case
>
> Sent from my iPhone
>
> > On Nov 22, 2013, at 6:27 AM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Hans,
> > If we take the McGuires off the suit can their deps still be used against us in any way?
> >
> > John Choyinski stopped by yesterday and I asked him about the tiller. He openly admits being the one who loaded and unloaded the tiller. I recorded the conversation and my Mom was also present and on the tape. Both knew I was recording it in my home. I can send it to you if you need it.
> >
> > Brian Beebe, McGuires neighbor told me he saw the McGuires out working in the yard most of the day. He doesn't know their names but said he would recognize them if he saw them.
> >
> > If their deps can or will be used in any way against us can or should we bring provable perjury charges and have them thrown out?
> >
> > Thanks,
> > Paul
> >
> >
> > Hans,
> > Just got done reading those deps.
> >
> > First off, Glad I'm not a lawyer.
> > Secondly, it's full of half truths and flat out lies.
> >
> > Your right, going after those half truths are probably not worth anything in the long run but I do have to comment about the tiller because that one was hysterical.
> >
> > Dave's best friend John Choyinski was with me when I delivered the tiller and he was the one unloading the trailer and I'm more than positive he would testify to that effect.
> > It's just amazing how families lie and exaggerate to protect each other but I do understand it, it is Caroline's son.

If there is anything in them we could use or need to be weary of let me know and we can go over it.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: McGuire deps**
Date: December 28, 2016 10:31:11 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: November 22, 2013 at 5:27:59 AM CST
To: Hans Mast <hansmast@comcast.net>
Subject: McGuire deps

Hans,
If we take the McGuires off the suit can their deps still be used against us in any way?

John Choyinski stopped by yesterday and I asked him about the tiller. He openly admits being the one who loaded and unloaded the tiller. I recorded the conversation and my Mom was also present and on the tape. Both knew I was recording it in my home. I can send it to you if you need it.

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Thanks,
Paul

Hans,
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It's just amazing how families lie and exaggerate to protect each other but I do understand it, it is Caroline's son.

If there is anything in them we could use or need to be weary of let me know and we can go over it.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: More deps**
Date: December 28, 2016 10:31:39 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** November 20, 2013 at 9:24:31 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: More deps**
>
> 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.
>
> Thanks again,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: McGuire deps**
Date: December 28, 2016 10:32:13 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** November 20, 2013 at 7:05:53 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: McGuire deps**
>
> Hans,
> Just got done reading those deps.
>
> First off, Glad I'm not a lawyer.
> Secondly, it's full of half truths and flat out lies.
>
> Your right, going after those half truths are probably not worth anything in the long run but I do have to comment about the tiller because that one was hysterical.
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>
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Possible witness**
Date: December 28, 2016 10:32:46 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** November 20, 2013 at 10:44:36 AM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Possible witness**
>
> Hi Hans,
> Talked with the McGuire neighbor Brian Beebe
>
> Brian Beebe
> 815-669-0655
> 1015 oak leaf ave.
> McHenry, IL 60051
>
> He remembers the day the tree work was done and said he watched for a while and talked with the people over there because they had asked him to borrow his chainsaw for the same project but doesn't remember the incident itself. He did tell me he has been used as an expert witness for chainsaw incidents because of the kind of work he does.
> He did say that his "x" lived with him at the time and is going to ask her if she remembers anything at all and will get back to us. He seems very willing to help.
> He has both yours and my number.
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Dave's Best and oldest friend John**
Date: December 28, 2016 10:33:35 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: November 20, 2013 at 7:26:53 AM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Dave's Best and oldest friend John

Morning Hans,
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 as well.
Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Nov 20, 2013, at 6:59 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> 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.
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Tue, 19 Nov 2013 02:29:56 -0000 (UTC)
> Subject: Re: Dave's Best and oldest friend John
> 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?
> Paul
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>> On Nov 18, 2013, at 8:07 PM, Hans Mast <hansmast@comcast.net> wrote:
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>>> If you want a negligence case for the homeowners ask what happened immediately after the accident.
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She even went as far as to finally call the Emergency Room after I was already there just to tell me she was covered.

How selfish are people when they worry about if their insured over helping the person who was hurt and bleeding badly in their yard.

I'm glad she got her answer and had to share it with me only to find out her coverage won't even pay the medical bills.

I'm not happy with the offer.

As far as John Choyinski, he knows he has to call you and said he will tomorrow.

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> Let me know what you think..
>
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> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Fri, 15 Nov 2013 22:41:26 -0000 (UTC)
> Subject: Dave's Best and oldest friend John
> Hans,
> Just spoke with John Choyinski again about talking with you.
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> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Conservative jury**
Date: December 28, 2016 10:34:40 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: November 19, 2013 at 1:32:42 AM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Conservative jury

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.

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Conservative jury**
Date: December 28, 2016 10:34:06 AM CST
To: paul_dulberg@comcast.net

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Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Dave's Best and oldest friend John**
Date: December 28, 2016 10:35:38 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: November 18, 2013 at 9:03:30 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Dave's Best and oldest friend John

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.

Paul Dulberg
847-497-4250
Sent from my iPad

> On Nov 18, 2013, at 8:36 PM, Hans Mast <hansmast@comcast.net> wrote:
>
> Cause they had no say on how Dave did the work. That is what the evidence from all shows.
>
> Sent from my iPhone
>
> > On Nov 18, 2013, at 8:29 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
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If you want a negligence case for the homeowners ask what happened immediately after the accident.

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She even went as far as to finally call the Emergency Room after I was already there just to tell me she was covered.

How selfish are people when they worry about if their insured over helping the person who was hurt and bleeding badly in their yard.

I'm glad she got her answer and had to share it with me only to find out her coverage won't even pay the medical bills.

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> To: Hans Mast <hansmast@comcast.net>
> Sent: Fri, 15 Nov 2013 22:41:26 -0000 (UTC)
> Subject: Dave's Best and oldest friend John
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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Dave's Best and oldest friend John**
Date: December 28, 2016 10:36:11 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: November 18, 2013 at 8:29:56 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Dave's Best and oldest friend John

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Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Dave's Best and oldest friend John**
Date: December 28, 2016 10:36:46 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: November 18, 2013 at 8:19:15 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Fwd: Dave's Best and oldest friend John

Thinking of what I just wrote,
Should we take the 5 and let them off David's suite and then charge them with the aftermath?
The same can be done with David.
He absolutely refused me a ride to the hospital in his car because I was bleeding so bad.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

Begin forwarded message:

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** November 18, 2013 at 7:40:23 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: Dave's Best and oldest friend John**
>
> Only 5, That's not much at all.
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Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Mike Thomas subpoena**
Date: December 28, 2016 10:37:48 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** November 18, 2013 at 6:38:15 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Mike Thomas subpoena**
>
> Hi Hans,
> Just heard someone issued a subpoena to Mike Thomas.
> Thought you should know.
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Dave's Best and oldest friend John**
Date: December 28, 2016 10:38:15 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** November 15, 2013 at 4:41:26 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Dave's Best and oldest friend John**
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> Hans,
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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Sagerman deposition**
Date: December 28, 2016 10:38:55 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: November 15, 2013 at 1:55:11 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Sagerman deposition

Hi Hans,

Reading through the summary of Dr. Sagermans Deposition I'm curious as to whether Dr. Levin has been deposed? The reason for this question is because of the EMG tests. Dr. Levin only conducted both the tests from just above the scar in the right forearm to the right hand and fingers. She never tested the right elbow which most likely would have identified the compression in the ulnar nerve earlier. She told me she didn't see any reason to give a full test beyond the scarred area even though The Dr asked for a full test of the nerve. She did tell me that all of the branch nerves in the forearm were severed but that is considered minor nerve damage and most likely wouldn't repair itself. Those minor nerves that were ripped out is what caused the loss of feeling in the right forearm and loss of fine motor skills in the areas they control. Again, no major nerve damage was found, only minor nerves but they still hurt like hell and play a significant part.

As far as the MRI, I was told the test cannot tell the difference between scar tissue and good tissue by both Dr. Sagerman and Dr Levin and neither expected to see much from the test.

As far as proving the elbow is a direct, indirect or hypersensitive result from the chainsaw, I don't think anyone can prove or disprove this let alone bet their medical license on this. All I can say to this is that it never bothered me before the incident and I didn't have any of the numbness or tingling prior to the incident. It is possible that the compression existed before the incident and that the trauma to the arm aggravated the nerve causing a hyper sensitivity resulting in the sensations or lack of them. I don't know how or when the compression in the elbow happened. I believe it happened during the incident but cannot prove it. I was in panic mode followed by extreme shock following the chainsaw being lifted into my arm. All I do know is it didn't bother me at all prior to the chainsaw incident or I would have seen a Dr. about it.

On another note, Dr. Sagermans comment about sitting in front of a computer all day shows he has no idea how repetitious keyboarding is or how much work a graphic designer does. I'm curious as to the context of the question he was asked to reply this way and why he doesn't see typing as an extremely repetitious task requiring good dexterity. Every time I try to go at the keyboard, mouse or even write I don't get very far without suffering a spasm in the damaged muscles. It affects much more than just typing. My grip is shot as well and I have a lot of trouble doing regular daily activities like cooking, cleaning, driving, etc... Those spasms happen anytime I try to use those muscles for more than a few minutes repetitiously. Sit at your keyboard and type with your right hand and feel the muscles in your forearm at the same place the chainsaw entered, dug deep and tore out a huge chunk of my arm and ask yourself if issues in those muscles would affect your ability to type or use your fingers for anything. This is a no brainer, of coarse they do. I don't believe dr Sagerman gave this much thought or may have been asked this question in a context that would put computer keyboarding as a physically non stressful job overall but did not consider the extreme repetition, dexterity or fine motor control it takes to be a professional keyboardist 40-70 hours a week. If all I did was sit in front of a computer all day his statement would be true but to do my job requires one hell of a lot of keyboarding. Wish I could get paid to just sit in front of a computer and not have to type anything. Lol.

On another note, I did not see anything about the self dissolving stitches the Hospital used the day of the incident that never dissolved and Dr. Sagerman had to remove later. He said that accounted for the feeling of needles poking me in my arm and I believe he was right as those feelings stopped after he removed them. That was over a year of feeling those stitches aggravate the forearm and was a huge relief when they were found and removed. Removing those helped to pinpoint the Dystonia.

As far as the disability claim. This incident is what triggered me to file for disability but is only the piece of straw that broke the camels back so to speak and not the sole reason I filed. Disability looks at the whole body and not just this incident. In no way do I suggest the chainsaw is the sole reason I may or may not get disability. It is a cumulation of serious injuries I have suffered that will be the determining factor.

That's all I have for now but I'm sure more will come to mind as time goes on.

Oh, one more thing... You said a trial is like a theatrical production. If we had to go to trial how much approximately would you need in cash to make an overwhelmingly convincing production happen. Let me know so I have an idea of the ballpark figure and can

secure the funds needed.

Hans, I'm asking that when you consider either a settlement or a trial that you ask yourself what it would be worth to you if you had to suffered this type of injury that profoundly changed your day to day living and career.

Thanks again,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: 3 pm meeting**
Date: December 28, 2016 10:39:25 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: November 5, 2013 at 9:46:33 AM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: 3 pm meeting

Hans,

Below is a link to an article talking about the integration of digital cameras at the centegra facilities.

A friend of mine who works at NIMC for well over a decade just replied to me and she says everything is recorded and available exactly for the purposes we discussed.

http://www.sdmmag.com/articles/print/success-stories-in-integrating-video-surveillance

Paul Dulberg
847-497-4250
Sent from my iPad

> On Nov 5, 2013, at 9:00 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> no chance, sorry
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Mon, 04 Nov 2013 22:54:28 -0000 (UTC)
> Subject: Re: 3 pm meeting
> Also,
> Any chance the hospital (centegra) has video of their parking lots?
> This could disprove David's claim of talking before entering the ER.
> Thanks,
> Paul
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
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>> ----- Original Message -----
>> From: Paul Dulberg <pdulberg@comcast.net>
>> To: Hans Mast <hansmast@comcast.net>
>> Sent: Mon, 04 Nov 2013 17:31:20 -0000 (UTC)
>> Subject: 3 pm meeting
>> Hi Hans,
>> Curious if I should bring anything with me at 3 pm?
>> Mind if my Mom comes along?
>> Thanks and see you soon,
>> Paul
>> Paul Dulberg
>> 847-497-4250
>> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Character reference**
Date: December 28, 2016 10:39:51 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: November 4, 2013 at 9:13:18 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Character reference

Hi Hans,

Just spoke with John Choyinski a lifelong friend of myself and David Gagnon.

First off I should mention that John has suffered a brain injury in his youth and did spend a few months in a coma and rehab but that was over 20 years ago and he's improved dramatically since. If you should talk with him you will notice something's off about him and I thought the heads up would help. One important note and you have to take my word for this till you talk to him and realize it for yourself, it is that John is damn near incapable of lying. Ask him anything and he's so darn honest he gets himself in trouble and doesn't know it. He often says way too much and I'm sure that can't be good except its what makes him so darn believable.

John is willing to talk about certain aspects of what David has said to him in confidence. John is extremely hesitant to go against David in fear of retribution and rejection from his lifelong friend and is on guard in his reactions and words but this can easily be avoided by asking him questions that skirt around the issue rather than directly at it until he already answered it.

John explained to me tonight that Dave is not the same person I knew a decade ago. These days Dave is all about himself and he has become money hungry. John told me I would have known that if I hadn't been off working all those years and been around more often. John went on to say that he knows that David is lying about how it happened because David seems to think he will have to pay more for insurance and he's so cheap he'd rather screw Paul over than paying 1 penny more or have to admit he did something wrong for no money. John went on to say that David was upset at having to do his Moms tree, didn't want to be there because he wasn't getting money for it and that he was trying to go too fast, didn't tell Paul what he was doing and that's how it happened. At this point Johnny showed confusion and said "um well I mean Paul moved his arm.... Ohhh whatever, I don't want to talk about it any more."

Hans, Johnny is David's longest lasting friend. These two were the closest of buddies growing up. Johnny said he would be willing to talk with you not to go against David but because he knows the troubles I have doing normal things that I used to be able to do very well.
If you start by asking Johnny about my grip or things I have trouble with like hand shakes or opening jars, writing or typing he will go on and on, he needs to be guided a bit in the right direction and soon you will have what you should need about his conversations with David.
But be forewarned, Johnny can go off on tangents and most of what you hear won't have anything to do with what he is there for and I'm more than positive he will say things that will ruin his own credibility.

When I asked johnny if it was ok for you to speak with him he said yes but to give you his home number and not his cell because he doesn't answer calls if he doesn't know the number. He also went on to say his parents told him to stay out of the issue between Dave and I because of David. They fear David may do something drastic if he feels Johnny went against him.

Best time to call him at home is either early morning before 9 am or at 6 pm but he is in and out all day.

John Choyinski Jr.
Home. (815) 385-8483

Hans, John has issues and may not make the best witness in my opinion but he is Dave's lifelong friend and if handled correctly can't lie or should I say can't keep one up for very long.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: 3 pm meeting**
Date: December 28, 2016 10:40:40 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** November 4, 2013 at 4:54:28 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: 3 pm meeting**
>
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> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: 3 pm meeting**
Date: December 28, 2016 10:40:19 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** November 4, 2013 at 4:54:28 PM CST
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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: 3 pm meeting**
Date: December 28, 2016 10:41:15 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** November 4, 2013 at 4:52:23 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: 3 pm meeting**
>
> Hans,
>
> I forgot to take a copy of dr Sagermans dep. when I was there.
>
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
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Date: December 28, 2016 10:41:41 AM CST
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> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical depositions**
Date: December 28, 2016 10:42:42 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: October 30, 2013 at 2:57:50 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Medical depositions

Hans,
I don't believe that any reasonable person sitting in a jury is going to give dr talerico's 5 minute evaluation much credit next to dr Sagerman's extensive examinations. I'd bet the farm on Dr. Sagerman over Talerico any day.
Next issue?

Paul Dulberg
847-497-4250
Sent from my iPad

On Oct 30, 2013, at 2:08 PM, Hans Mast <hansmast@comcast.net> wrote:

> I understand that Paul. The problem is that you are preaching to the choir. The jury - that will decide this case - doesn't know you or the doctor. If a treating doctor says he doesn't think you were injured badly, they can accept it or believe it. That is the jury's job. And in cases that have complicated medical issues, many times the jury will not be so accommodating and give you the benefit of the doubt. That's why Plaintiff's always have a more difficult time at trial, because they have the burden of proof. And, if the jury doesn't like the evidence they can find against you.
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Wed, 30 Oct 2013 18:26:57 -0000 (UTC)
> Subject: Re: Medical depositions
> Lol, ok.
> Hans, if your sick and this dr you don't know says your not, do you go see someone else or do you take his word for it and continue to suffer?
> Ask dr Talerico that question.
> This dr Talerico guy has no intimate knowledge of my injuries other than 2 very short visits that I walked out of feeling like I was waisting my time because there was no real examination.
> I don't even agree with paying for his services.
> I have been seeing Dr. Levin and Dr. Sagerman for a couple of years now. And I get to choose who is the best dr for me. Not David or his insurance.
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> On Oct 30, 2013, at 1:09 PM, Hans Mast <hansmast@comcast.net> wrote:
>
> > Yes. That's how it works.
> > Sent from my iPhone
> >
> > On Oct 30, 2013, at 12:57 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > > Quick ?
> > > Are they pitting Dr. Talerico against My other dr's?
> > > He only saw me twice for approx 5-10 minutes and there is a reason I stopped seeing dr Talerico.
> > >
> > > Paul Dulberg
> > > 847-497-4250
> > > Sent from my iPad

On Oct 30, 2013, at 9:34 AM, Hans Mast <hansmast@comcast.net> wrote:

> Paul, here are my thoughts regarding your case. There are two issues. The first liability, or whether Mr. Gagnon is liable for your injury. If he is not proven liable, then it does not matter how badly you were hurt since he will not be found responsible for your damages. The second issue is your damages, or to what extent you were injured due to Mr. Gagnon's acts.
>
> Both of these issues are strongly contested in your case.
>
> As to liability, there were no witnesses to the accident. So, whether Mr. Gagnon will be held responsible for your damages is uncertain and a gamble. That is because it is your word against his word. Our argument is that you were simply holding a limb when he caused the chain saw to strike you. His argument is that you moved your arm in the path of the chain saw unexpectedly. If the jury determines that we did not prove your "version" of the accident, then they can find against you and in favor of Mr. Gagnon at trial.
>
> As to damages, the issue is complicated. That is because your treating physicians do not all agree on exactly what injury you suffered or whether your had a fully recovery or not.
>
> Dr. Talerico at MidAmerica Hand and Shoulder, saw you twice. The first time was in December, six months after your injury. He was not supportive of your claim in most respects. He didn't really feel there was anything wrong with you - as to the forearm. He said that you complained mostly of pain radiating down the forearm from the laceration site with numbness and tingling. On exam he noted no tenderness and it was mostly a normal presentation. Strength was good. He did not see any nerve problem. He prescribed physical therapy due to a muscular sort of symptomology - not nerve related. Apparently you did only 2 sessions of therapy and returned January, 2012. No new complaints at the time. The EMG was normal. He did not believe you were disabled. He continued you on therapy. He saw no evidence of nerve problems. The only symptoms were subjective - not represented by any abnormal exam finding.
>
> Dr. Sagerman has also been deposed. I will summarize his testimony for your soon. His was more favorable, but still limited in what he related to the chain saw accident. Apparently he does not believe you presently have any symptoms relatable to the chain saw injury.
>
> Think about these issues. I will provide you Dr. Sagerman's summary soon.
>
> Hans
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Fri, 25 Oct 2013 13:18:24 -0000 (UTC)
> Subject: Medical depositions
> Morning Hans,
> Wanted to touch base this morning because the call from you about something not being medically linked has been on my mind.
> I'm not sure what was said during that deposition with the drs that prompted the call but I have been thinking about what it could be. Most likely it was the right elbow procedure.
> During my deposition I remember being asked if the two were linked and I answered yes. Let me explain my answer to you.
> If the chainsaw had not gone through my arm then the procedure on my elbow wouldn't have happened. That procedure was exploratory to find what was bothering the arm from the chainsaw. Upon opening up the arm they did find some compressions which from my understanding was nothing unusual for a male of my age and very well may or may not have happened during my retreat from the

chainsaw when I ended up half way across the yard on the ground. Incidental finding or not it still would not have been found if I hadn't had the chainsaw incident. So as I see it they are linked good or bad and cannot be separated. The exploratory procedure was to find and possibly fix issues relating to the chainsaw incident. They also removed a ton of scar tissue in the forearm on the same day during the same exploratory procedure that was a direct result of the chainsaw.
Hope this helps explain things better.
Let me know,
Thanks,
Paul

Paul Dulberg
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> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Fri, 25 Oct 2013 13:18:24 -0000 (UTC)
> Subject: Medical depositions
> Morning Hans,
> Wanted to touch base this morning because the call from you about something not being medically linked has been on my mind.

I'm not sure what was said during that deposition with the drs that prompted the call but I have been thinking about what it could be. Most likely it was the right elbow procedure.
During my deposition I remember being asked if the two were linked and I answered yes. Let me explain my answer to you.
If the chainsaw had not gone through my arm then the procedure on my elbow wouldn't have happened. That procedure was exploratory to find what was bothering the arm from the chainsaw. Upon opening up the arm they did find some compressions which from my understanding was nothing unusual for a male of my age and very well may or may not have happened during my retreat from the chainsaw when I ended up half way across the yard on the ground. Incidental finding or not it still would not have been found if I hadn't had the chainsaw incident. So as I see it they are linked good or bad and cannot be separated. The exploratory procedure was to find and possibly fix issues relating to the chainsaw incident. They also removed a ton of scar tissue in the forearm on the same day during the same exploratory procedure that was a direct result of the chainsaw.
Hope this helps explain things better.
Let me know,
Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical depositions**
Date: December 28, 2016 10:44:22 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: October 25, 2013 at 8:18:24 AM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Medical depositions

Morning Hans,
Wanted to touch base this morning because the call from you about something not being medically linked has been on my mind. I'm not sure what was said during that deposition with the drs that prompted the call but I have been thinking about what it could be. Most likely it was the right elbow procedure.
During my deposition I remember being asked if the two were linked and I answered yes. Let me explain my answer to you. If the chainsaw had not gone through my arm then the procedure on my elbow wouldn't have happened. That procedure was exploratory to find what was bothering the arm from the chainsaw. Upon opening up the arm they did find some compressions which from my understanding was nothing unusual for a male of my age and very well may or may not have happened during my retreat from the chainsaw when I ended up half way across the yard on the ground. Incidental finding or not it still would not have been found if I hadn't had the chainsaw incident. So as I see it they are linked good or bad and cannot be separated. The exploratory procedure was to find and possibly fix issues relating to the chainsaw incident. They also removed a ton of scar tissue in the forearm on the same day during the same exploratory procedure that was a direct result of the chainsaw.

Hope this helps explain things better.
Let me know,
Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Depositions**
Date: December 28, 2016 10:45:06 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** October 22, 2013 at 1:24:09 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Depositions**
>
> Hi Hans,
> I'm not sure what you meant by saying there was no medical link from dr Sagermans deposition.
> Medical link to what?
> Weakness, spasms, loss of feeling, etc...
> What has to be linked and why?
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: SSDI update for Dr's appointment today**
Date: December 28, 2016 10:45:38 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** September 25, 2013 at 12:53:08 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>, Janet Douglass <janet@ssdatty.com>
> **Subject: SSDI update for Dr's appointment today**
>
> Hi Hans and Janet,
>
> Today I met with Dr. Kathryn Kujawa at Alexian brothers hospital. She diagnosed my right arm as task specific Focal Dystonia and said it can be treated on a temporary basis with Botox injections every 3 months or so. My next appointment is for November 19th at 9:45 am to start the treatments. She said it is definitely caused from the trauma in my right arm. I have included her offices contact info below.
> If you need anything else please let me know.
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> Dr. Kathryn Kujawa
> Eberle Building, 800 Biesterfield Road, Suite 610
> Elk Grove Village, IL. 60007
> 847-981-3630

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Deposition**
Date: December 28, 2016 10:46:32 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** September 20, 2013 at 11:21:26 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Fwd: Deposition**
>
> Hi Hans,
> Just spoke with Mike Thomas and he doesn't want to call you because he is afraid of getting caught by the IRS for paying me in cash.
> Tried to tell him how he paid me doesn't matter but he's afraid and doesn't want to get involved.
> Here is all the contact info I have on him.
>
> Mike Thomas
> Winning Promotions, LLC
>
> Phone:
> (262) 758-8966
>
> Email:
> mike@winpromos.com
>
> Website:
> http://www.winpromos.com/
>
> Work address:
> 5512 May Ave
> Richmond IL 60071
> United States
>
> Home address:
> 460 Waldeck Drive
> Twin Lakes WI 53181
> United States
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> Begin forwarded message:
>
> > **From:** Paul Dulberg <pdulberg@comcast.net>
> > **Date:** September 20, 2013, 10:41:27 AM CDT
> > **To:** Hans Mast <hansmast@comcast.net>
> > **Subject: Re: Deposition**
> >
> > Hi Hans,
> > I sent Mike Thomas your contact info.
> > Please let me know if he calls.
> > Thanks,
> > Paul
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad
> >
> > On Sep 20, 2013, at 10:12 AM, Hans Mast <hansmast@comcast.net> wrote:

Paul...we need to set his deposition. Can you have him call me.. thanks
----- Original Message -----
From: Paul Dulberg <pdulberg@comcast.net>
To: Hans Mast <hansmast@comcast.net>
Sent: Thu, 19 Sep 2013 16:04:55 -0000 (UTC)
Subject: Deposition
Hi Hans,
Received a call yesterday from your secretary concerning Mike Thomas. I'm not really sure what she was asking. Something about treating him as a hostile witness or something?
Give me a call.
Thanks,
Paul
Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Deposition**
Date: December 28, 2016 10:46:57 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: September 20, 2013 at 11:09:01 AM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Deposition

Hans,

Mike Thomas just told me he doesn't want to be involved because he is afraid that it will be found out he paid me in cash rather than a 1099 or w2 and he doesn't want any trouble with the IRS.
I tried to tell him none of that matters but he is afraid and won't call you.

Here is his contact info if you want to try.
Mike Thomas
Mobile:
(262) 758-8966
Email:
mike@winpromos.com
Website:
http://www.winpromos.com/
Home:
460 Waldeck Drive
Twin Lakes WI 53181
United States
Work:
5512 May Ave
Richmond IL 60071
United States



Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Sep 20, 2013, at 10:12 AM, Hans Mast <hansmast@comcast.net> wrote:

> Paul...we need to set his deposition. Can you have him call me.. thanks
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Thu, 19 Sep 2013 16:04:55 -0000 (UTC)
> Subject: Deposition
> Hi Hans,
> Received a call yesterday from your secretary concerning Mike Thomas. I'm not really sure what she was asking. Something about treating him as a hostile witness or something?
> Give me a call.
> Thanks,
> Paul
> Paul Dulberg

847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Deposition**
Date: December 28, 2016 10:47:25 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** September 20, 2013 at 10:41:27 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: Deposition**
>
> Hi Hans,
> I sent Mike Thomas your contact info.
> Please let me know if he calls.
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> On Sep 20, 2013, at 10:12 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> > Paul...we need to set his deposition. Can you have him call me.. thanks
> > ----- Original Message -----
> > From: Paul Dulberg <pdulberg@comcast.net>
> > To: Hans Mast <hansmast@comcast.net>
> > Sent: Thu, 19 Sep 2013 16:04:55 -0000 (UTC)
> > Subject: Deposition
> > Hi Hans,
> > Received a call yesterday from your secretary concerning Mike Thomas. I'm not really sure what she was asking. Something about treating him as a hostile witness or something?
> > Give me a call.
> > Thanks,
> > Paul
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Deposition**
Date: December 28, 2016 10:47:57 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** September 19, 2013 at 11:04:55 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Deposition**
>
> Hi Hans,
> Received a call yesterday from your secretary concerning Mike Thomas. I'm not really sure what she was asking. Something about treating him as a hostile witness or something?
> Give me a call.
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: SSDI**
Date: December 28, 2016 10:49:02 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** September 13, 2013 at 10:21:46 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Fwd: SSDI**
>
> Hi Hans,
>
> I sent the letter below to Janet the person helping with SSDI.
> Thought I would ask you the same.
>
> Begin forwarded message:
>
> > **From:** Paul Dulberg <pdulberg@comcast.net>
> > **Date:** September 13, 2013, 10:06:45 AM CDT
> > **To:** Janet Douglass <janet@ssdatty.com>
> > **Subject: SSDI**
> >
> > Hi Janet,
> >
> > Not sure if your the right person to ask this question but thanks in advance for any insight or help you may be able to provide.
> >
> > Is it ok to file for bankruptcy while applying for SSDI?
> >
> > If so, do you work with anyone who handles this?
> >
> > I have been living off of credit cards for over 2 years now since I was injured and my mom was paying the minimum payments for me. The minimum payments are going to exceed what she can afford. She also pays my mortgage payment every month. It's too much and I have to do something. I have never considered bankruptcy before and know nothing about it. I would like to keep my house if it is possible. I don't have anything else of real value. Most of the credit card usage was for gasoline and medical treatment.
> >
> > Thanks again in advance for any insight or help you may have,
> > Paul
> >
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical/SSDI update**
Date: December 28, 2016 10:49:46 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** August 28, 2013 at 11:21:00 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: Medical/SSDI update**
>
> Hi Hans,
>
> Thanks for the reminder on the bills. Should have new printouts of the totals by next week.
>
> I have scheduled an appointment with Dr.Kathleen Kujawa on November 14th, 2:30pm at alexian brothers hospital for an evaluation/consultation to see if is in fact Dystonia affecting the severed muscles and branch nerves in my right arm.
>
> Dr. Sagerman told me to finish physical therapy at home for the left arm and left scheduling another visit up to me if I should need it.
>
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> On Aug 26, 2013, at 4:41 PM, Hans Mast <hansmast@comcast.net> wrote:
>
> > Paul. Thanks for the update. Each time you follow up with your drs. please get a new itemized print out of your entire bill so we can keep the billing "report" updated. I'll send you what bills i have so you can see what we're missing.
> >
> > Thanks
> > Hans
> > ----- Original Message -----
> > From: Paul Dulberg <pdulberg@comcast.net>
> > To: Hans Mast <hansmast@comcast.net>, Janet Douglass <janet@ssdatty.com>
> > Sent: Mon, 26 Aug 2013 17:32:06 -0000 (UTC)
> > Subject: Medical/SSDI update
> > Hi
> > Had an appointment with Dr. Sagerman today. He called Dr. Levin and discussed Dystonia in the muscle in my right arm that was cut with the chainsaw. They are sending me to another Dr. who specializes in Dystonia. Her name is Dr. Kathleen Kujawa. I will send you a note when the appointment is.
> > Thanks,
> > Paul
> > Paul Dulberg
> > 847-497-4250
> > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical/SSDI update**
Date: December 28, 2016 10:50:37 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** August 26, 2013 at 12:32:06 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>, Janet Douglass <janet@ssdatty.com>
> **Subject: Medical/SSDI update**
>
> Hi
> Had an appointment with Dr. Sagerman today. He called Dr. Levin and discussed Dystonia in the muscle in my right arm that was cut with the chainsaw. They are sending me to another Dr. who specializes in Dystonia. Her name is Dr. Kathleen Kujawa. I will send you a note when the appointment is.
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical deps**
Date: December 28, 2016 10:51:24 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** August 16, 2013 at 3:56:33 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Medical deps**
>
> Hi Hans,
>
> Just received your letter notifying me of the medical round of deps.
> Thanks for the update.
>
> On another note, I went in to see Dr. Levin earlier this week. She said I'm stuck with something called Dystonia in my right arm. Not sure exactly what that is yet but I do have to see dr Sagerman on the 26th and plan to ask about it.
>
> Thanks again for keeping me updated.
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Physical Therapy**
Date: December 28, 2016 10:52:14 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: August 7, 2013 at 10:18:40 AM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Physical Therapy

Hi Hans,

I've decided to just pay out of pocket for the physical therapy sessions. It needs to be done irregardless.

I am curious as to where we are at with the lawsuit. Any updates would be appreciated.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Jul 25, 2013, at 1:28 PM, Hans Mast <hansmast@comcast.net> wrote:

> Thanks Paul for the update...
>
> as before, while the case is pending, there really is no way to pay the expense until the suit is settled or goes to trial....
>
> Some providers will hold a Lien on the case which guarantees payment when the case settles...not sure if they will, but that is the only way to do it without medical health insurance.
>
> ----- Original Message ----- From: Paul Dulberg <pdulberg@comcast.net> To: Hans Mast <hansmast@comcast.net> Sent: Wed, 24 Jul 2013 14:09:26 -0000 (UTC) Subject: Physical Therapy Morning Hans, I started physical therapy after the cortisone shot at Fox Lake Dynamic Hand Therapy yesterday. They notified me that I owe something around $25,000.00 and that they just had to close one of their clinics and that they were not willing to take on more at this time. After talking with them for a while they asked me to contact you to see where we are at as far as paying the bill and told me to ask you about how to pay for this round of visits. I paid out of pocket for yesterday's session. Thanks again for everything, Paul Paul Dulberg 847-497-4250 Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Physical Therapy**
Date: December 28, 2016 10:52:56 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** July 24, 2013 at 9:09:26 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Physical Therapy**
>
> Morning Hans,
>
> I started physical therapy after the cortisone shot at Fox Lake Dynamic Hand Therapy yesterday.
>
> They notified me that I owe something around $25,000.00 and that they just had to close one of their clinics and that they were not willing to take on more at this time. After talking with them for a while they asked me to contact you to see where we are at as far as paying the bill and told me to ask you about how to pay for this round of visits.
>
> I paid out of pocket for yesterday's session.
>
> Thanks again for everything,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Med update and SSDI update**
Date: December 28, 2016 10:53:37 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** July 8, 2013 at 3:36:21 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>, Janet Douglass <janet@ssdatty.com>
> **Subject: Med update and SSDI update**
>
> Hi Hans and Janet,
>
> Sorry for sending you both the same letter but you both need the info.
>
> I saw Dr. Sagerman today. He gave me an injection of cortisone and prescribed 6 more weeks of physical therapy.
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Anything to update?**
Date: December 28, 2016 10:54:21 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: July 1, 2013 at 9:39:41 AM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Anything to update?

Ok,
Thanks

One more thing, I am calling dr Sagerman this morning to set up an appointment. He offered cortisone shots and I had decided to give it more time to heal. Enough Time has passed and it has improved but still catches me off guard and is quite acute so I'm going to go ahead with the shots. I'll let you know.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Jul 1, 2013, at 9:33 AM, Hans Mast <hansmast@comcast.net> wrote:

> Nothing new to report. There is that "guy" we talked about recently that the Defense may want to depose. Otherwise, they can start deposing your doctors....
>
> ----- Original Message ----- From: Paul Dulberg <pdulberg@me.com> To: Hans Mast <hansmast@comcast.net> Sent: Fri, 28 Jun 2013 22:27:24 -0000 (UTC) Subject: Anything to update? Hi Hans, Just wondering where things are at? Thanks, Paul Paul Dulberg 847-497-4250 Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Expense report**
Date: December 28, 2016 10:54:51 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** June 6, 2013 at 7:45:37 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Expense report**
>
> Hi Hans,
> The latest expense report sent on May 28th looks like you have everything covered.
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Contact info for Mike Thomas**
Date: December 28, 2016 10:55:16 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: June 5, 2013 at 12:14:12 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Contact info for Mike Thomas

Hi Hans,
Missed your call this morning. I'm here all day so feel free to call when you have time.

I'd suppose they want to know what I did for Mike Thomas.

Here is a brief summary,
I placed an ad to sell off some printing equipment and Mike Thomas came out to see if he wanted anything. This was the first time I met him.
In the process he mentioned that he was setting up a print shop in Richmond IL and asked if we (Mike McArtor and myself) could help. We did help him on and off over the next few months. Mike McArtor still helps out to this day and I do offer them advise when asked. My brother Scott Dulberg and Tom Kost also help Mike Thomas from time to time.

Mike Thomas wanted me to work for him on a regular basis. He offered many different proposals from direct employment, sub contracting, part time, etc... I had to decline after a few months of working with him on and off because I knew I couldn't do that type of work anymore on a regular basis. My arms and hands just can't be relied on.

Working with Mike Thomas taught me what I was and was not capable of doing. I did try to do many things for Mike Thomas that probably was things that I now know I shouldn't do anymore. I had to try, how would I know what i could do if I didn't.

It was a good test to see if I could go back to work on a regular basis. I did try many different types of work for Mike Thomas. It was everything from graphic design to doing little fix it up jobs around his building and even his house in Twin Lakes WI. I introduced my brothers, Scott & Tom, to Mike Thomas to recruit their help with what needed to be done because I wasn't able to do all the things myself anymore. All three, Tom, Mike McArtor and Scott filled in and acted as my hands to get things done.

I did receive compensation in the form of cash for my time. It wasn't much perhaps a few thousand in total but I'm not exactly sure what the exact total was. All the money went to my mother to help out with the bills she was paying on my behalf.

Other than that there isn't anything else I can think of that the defense counsel could hope to get from him.

Feel free to call or I could come in to discuss.

Thanks again,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Jun 4, 2013, at 5:14 PM, Hans Mast <hansmast@comcast.net> wrote:

> Thanks. Lets talk Wed about what he might say if deposed in your case.
>
> Sent from my iPhone
>
> On Jun 4, 2013, at 3:55 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
>
> > Hi Hans,
> > Mike McArtor does work with Mike Thomas from time to time.
> > Here is the contact info for Mike Thomas.
> > <Mike Thomas.vcf>

Please let me know if the .vcf file worked. If not I can type out the info.
Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Contact info for Mike Thomas**
Date: December 28, 2016 10:55:43 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** June 4, 2013 at 7:18:58 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Re: Contact info for Mike Thomas**
>
> Ok, just let me know when
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> On Jun 4, 2013, at 5:14 PM, Hans Mast <hansmast@comcast.net> wrote:
>
> > Thanks. Lets talk Wed about what he might say if deposed in your case.
> >
> > Sent from my iPhone
> >
> > On Jun 4, 2013, at 3:55 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > > Hi Hans,
> > > Mike McArtor does work with Mike Thomas from time to time.
> > > Here is the contact info for Mike Thomas.
> > > <Mike Thomas.vcf>
> > >
> > > Please let me know if the .vcf file worked. If not I can type out the info.
> > > Thanks,
> > > Paul
> > >
> > > Paul Dulberg
> > > 847-497-4250
> > > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Update**
Date: December 28, 2016 10:57:02 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: April 29, 2013 at 8:03:03 AM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Update

Hi Hans,

Thanks for the update.
Thanks for everything.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Apr 26, 2013, at 2:41 PM, Hans Mast <hansmast@comcast.net> wrote:

> Nothing new....the defense has time to depose any of your doctors....we're just waiting for them to take the next step....
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Fri, 26 Apr 2013 19:33:07 -0000 (UTC)
> Subject: Update
>
> Hi Hans,
>
> It's been a while, thought I'd say hi and check in to see if you need anything.
> Let me know how things are going.
>
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Contact info for Mike Thomas**
Date: December 28, 2016 10:56:14 AM CST
To: paul_dulberg@comcast.net
1 Attachment, 0.5 KB

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** June 4, 2013 at 3:55:20 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Contact info for Mike Thomas**
>
> Hi Hans,
> Mike McArtor does work with Mike Thomas from time to time.
> Here is the contact info for Mike Thomas.



Mike Thomas.vcf (0.5 KB)

> Please let me know if the .vcf file worked. If not I can type out the info.
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Update**
Date: December 28, 2016 11:04:59 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** April 26, 2013 at 2:33:07 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Update**
>
> Hi Hans,
>
> It's been a while, thought I'd say hi and check in to see if you need anything.
> Let me know how things are going.
>
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical Expense Report**
Date: December 28, 2016 11:05:39 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: April 8, 2013 at 4:38:43 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Medical Expense Report

Hi Hans,

I dropped off the billing today. There is still dynamic hand therapy and Dr. Sagerman who have more to add to the list.

If you have any questions please let me know.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 15, 2013, at 3:23 PM, Hans Mast <hansmast@comcast.net> wrote:

> Thanks
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Fri, 15 Mar 2013 19:36:02 -0000 (UTC)
> Subject: Medical Expense Report
>
> Hi Hans,
>
> Just received the medical expense report you sent via us post office.
> The total amount of $40,633.00 is wrong. There are several charges missing.
> It will take me a few days to gather all the totals from the various Dr.'s, therapists, pharmacies, hospitals, etc...
>
> The Tennis elbow is being treated by Dr. Sagerman and Dynamic Hand therapy.
> Hopefully no surgery will be needed. Keeping my fingers crossed.
>
> Thanks,
> Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical Expense Report**
Date: December 28, 2016 11:06:27 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: March 26, 2013 at 12:13:15 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Medical Expense Report

Understood

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 26, 2013, at 11:27 AM, Hans Mast <hansmast@comcast.net> wrote:

> Honestly, that might be difficult for several reasons. Not only will it be impossible to prove that it is due to the trauma, but it may open up the issue before the jury of whether you are a credible witness..so Id be against that frankly....
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Tue, 26 Mar 2013 16:23:26 -0000 (UTC)
> Subject: Re: Medical Expense Report
>
> Should I be adding treatment and meds for depression?
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> On Mar 15, 2013, at 3:23 PM, Hans Mast <hansmast@comcast.net> wrote:
>
>> Thanks
>>
>> ----- Original Message -----
>> From: Paul Dulberg <pdulberg@comcast.net>
>> To: Hans Mast <hansmast@comcast.net>
>> Sent: Fri, 15 Mar 2013 19:36:02 -0000 (UTC)
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The Tennis elbow is being treated by Dr. Sagerman and Dynamic Hand therapy.
Hopefully no surgery will be needed. Keeping my fingers crossed.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical Expense Report**
Date: December 28, 2016 11:06:53 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: March 26, 2013 at 11:23:26 AM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Medical Expense Report

Should I be adding treatment and meds for depression?

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 15, 2013, at 3:23 PM, Hans Mast <hansmast@comcast.net> wrote:

> Thanks
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Fri, 15 Mar 2013 19:36:02 -0000 (UTC)
> Subject: Medical Expense Report
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>
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical Expense Report**
Date: December 28, 2016 11:07:20 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: March 25, 2013 at 11:48:55 AM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Medical Expense Report

Hi Hans,
Sorry it's taking a bit longer than I thought it would. Should have everything this week.
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Mar 15, 2013, at 3:23 PM, Hans Mast <hansmast@comcast.net> wrote:

> Thanks
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Fri, 15 Mar 2013 19:36:02 -0000 (UTC)
> Subject: Medical Expense Report
>
> Hi Hans,
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> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical Expense Report**
Date: December 28, 2016 11:08:02 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** March 15, 2013 at 2:36:02 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Medical Expense Report**
>
> Hi Hans,
>
> Just received the medical expense report you sent via us post office.
> The total amount of $40,633.00 is wrong. There are several charges missing.
> It will take me a few days to gather all the totals from the various Dr.'s, therapists, pharmacies, hospitals, etc...
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> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Reply to David's Deposition**
Date: December 28, 2016 11:09:28 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 13, 2013 at 2:49:52 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Reply to David's Deposition

Hans,

Mike is what/who your looking for. He seen and heard David's rant and threat about a lawsuit and any possible monies paid out. I expect him to be off work around 6 pm and I'm sure once he gets your message he will call you.
I'm not sure Mike has even thought about that event since it happened but he doesn't forget things too easily. I'm sure whatever he remembers he would be happy to testify to.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Feb 13, 2013, at 2:40 PM, Hans Mast <hansmast@comcast.net> wrote:

> I dont need the letter..I need witnesses who can show that what he's saying isn't true...
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Wed, 13 Feb 2013 20:25:57 -0000 (UTC)
> Subject: Re: Reply to David's Deposition
>
> Hans,
> Do you remember the email I sent with all the drama when I met with David?
> Mike was there, seen and heard everything. Mike will tell you what he heard and watched.
> If you don't have the drama letter I can try and find it and resend it.
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> On Feb 13, 2013, at 1:41 PM, Hans Mast <hansmast@comcast.net> wrote:

Thanks ...I just called him and left him a message. I need to know what he is going to say and when he can give a dep at our offices.

----- Original Message -----
From: Paul Dulberg <pdulberg@comcast.net>
To: Hans Mast <hansmast@comcast.net>
Sent: Wed, 13 Feb 2013 19:14:56 -0000 (UTC)
Subject: Re: Reply to David's Deposition

Hi Hans,

Mike McArtor is at work today and will be working everyday this week.
His cell phone is (815) 347-8014.
Mike is willing to do a deposition but needs to schedule it around work.

Thanks again,
Paul

Paul Dulberg

847-497-4250
Sent from my iPad

On Feb 13, 2013, at 12:51 PM, Hans Mast <hansmast@comcast.net> wrote:

> Thanks Paul...
>
> Evey case has different versions of the same accident. Unfotunately, when there are no witnesses, its hard to know how the jury will decide a case. David's description of the accident made sense to him and he described it in a way that "could have"occurred even though different from your description. I think the only way to prove him wrong is to show him to be incredible in other ways...for instance his assertion that you told him "you could be rich" in front of your room mate. If your room mate will cooperate and say that David is wrong - that you did not say this, this could be a very good way to show him to be wrong. Would your room mate agree to a deposition in the case? if so, have him call me...thanks Paul....
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Wed, 13 Feb 2013 18:03:09 -0000 (UTC)
> Subject: Reply to David's Deposition
>
> Hans,
>
> In response to your letter about Gagnon's deposition:

In the first place, why would I hold up the very end of a branch with my damaged left arm? And if I did do it as Dave Gagnon said, I would have had my back to him. What he said makes no sense.

In the second place, if you have ever been cut by a chain saw, the last thing on anyone's mind would be making a profit. I was in so much pain that I could not have talked seriously about anything other than stopping the bleeding and getting to a hospital fast.

David did not come into the hospital with me. He dropped me at the door and was parking the car. He was brought into the ER and questioned by the staff that was there. You can check with whoever was working the ER that day. It's not really my word against David's but David's word against those that were working in the ER.

There is one witness as to David talking about making money off of this accident. Mike Mcartor heard David say this to me in David's garage the day I went up to David's house to get his home owner's insurance policy number per your request. Mike Mcartor is a friend that grew up with David and myself and is currently living at my residence.

Will sign and drop off the medical release forms you requested.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Reply to David's Deposition**
Date: December 28, 2016 11:10:05 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 13, 2013 at 2:25:57 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Reply to David's Deposition

Hans,
Do you remember the email I sent with all the drama when I met with David?
Mike was there, seen and heard everything. Mike will tell you what he heard and watched.
If you don't have the drama letter I can try and find it and resend it.
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Feb 13, 2013, at 1:41 PM, Hans Mast <hansmast@comcast.net> wrote:

> Thanks ...I just called him and left him a message. I need to know what he is going to say and when he can give a dep at our offices.
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> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Wed, 13 Feb 2013 19:14:56 -0000 (UTC)
> Subject: Re: Reply to David's Deposition
>
> Hi Hans,
>
> Mike McArtor is at work today and will be working everyday this week.
> His cell phone is (815) 347-8014.
> Mike is willing to do a deposition but needs to schedule it around work.
>
> Thanks again,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> On Feb 13, 2013, at 12:51 PM, Hans Mast <hansmast@comcast.net> wrote:

Thanks Paul...

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From: Paul Dulberg <pdulberg@comcast.net>
To: Hans Mast <hansmast@comcast.net>
Sent: Wed, 13 Feb 2013 18:03:09 -0000 (UTC)
Subject: Reply to David's Deposition

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In the second place, if you have ever been cut by a chain saw, the last thing on anyone's mind would be making a profit. I was in so much pain that I could not have talked seriously about anything other than stopping the bleeding and getting to a hospital fast.

David did not come into the hospital with me. He dropped me at the door and was parking the car. He was brought into the ER and questioned by the staff that was there. You can check with whoever was working the ER that day. It's not really my word against David's but David's word against those that were working in the ER.

There is one witness as to David talking about making money off of this accident. Mike Mcartor heard David say this to me in David's garage the day I went up to David's house to get his home owner's insurance policy number per your request.
Mike Mcartor is a friend that grew up with David and myself and is currently living at my residence.

Will sign and drop off the medical release forms you requested.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Reply to David's Deposition**
Date: December 28, 2016 11:10:36 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 13, 2013 at 1:14:56 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Reply to David's Deposition

Hi Hans,

Mike McArtor is at work today and will be working everyday this week.
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Mike is willing to do a deposition but needs to schedule it around work.

Thanks again,
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847-497-4250
Sent from my iPad

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Will sign and drop off the medical release forms you requested.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Reply to David's Deposition**
Date: December 28, 2016 11:11:11 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 13, 2013 at 12:03:09 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Reply to David's Deposition

Hans,

In response to your letter about Gagnon's deposition:

In the first place, why would I hold up the very end of a branch with my damaged left arm? And if I did do it as Dave Gagnon said, I would have had my back to him. What he said makes no sense.

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Mike Mcartor is a friend that grew up with David and myself and is currently living at my residence.

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Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Deposition**
Date: December 28, 2016 11:12:36 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: January 25, 2013 at 9:03:00 AM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Deposition

Morning Hans,
Yes, I'm curious and nervous, how bad did I screw up yesterday?
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Jan 17, 2013, at 12:46 PM, Hans Mast <hansmast@comcast.net> wrote:

> Thanks for the update. When you are better call my assitant Sheila to schedule another preparation meeting. You are a nice person, but in law, nice people finish last. You need to think a lot about coming in with a more laid back and non-responsive approach. The more you talk in a deposition, the more you are losing the case. I think I want to be more strict with you on the "5 words" rule, and have you get comfortable with not exceeding 5 words in any answer. Im gonna ask a lot of you, but you need to do this in order to maximize your recovery in the case.
>
> Here are some thoughts and examples of how you need to testify:
>
> **Best 3 responses: "Yes" "No" or "I don't know"**
>
> **Otherwise, answer only that which is asked - no more**
>
> **If asked for your name - give your name, not anything more (ie. Address...date of birth..)**
>
> **Give answers 5 or less words in length**
>
> **Don't use "because" or ever explain your answers.**
>
> **If asked to explain, say only what is necessary in 5 words or less**
>
> **Remember, your purpose is not to make sure the other attorney understands what you are saying. This is not your concern. If the attorney does not understand you, it is HIS job to ask the questions to make him understand. Your only purpose is to answer questions. Therefore, you should not be concerned if the attorney is not understanding you. Therefore, do not worry about explaining yourself in the best most understanding way. Just simply answer the questions.**

Do NOT speculate about anything. If you do not know something, say so - Don't guess!

The more you talk, the more information you are giving to be used later against you - it doesn't matter if you think you are saying things to help your case since the more information you give the more the attorney will ask questions and delve into matters that may not otherwise come up - ultimately obtaining information that could be damaging to your case.

Your job at the deposition is only to answer the questions asked of you

Your purpose at the deposition is NOT to explain, convince, argue or otherwise defend your case. If the attorney questioning you does not seem to understand something about your case, TOO BAD. Unless asked a specific question on a matter, you are not to explain or clarify things voluntarily.

The attorney's job is to disbelieve you. Don't think you will convince him/her to change his mind. Don't worry about this.

EXAMPLES

Q: How did you accident happen?

BAD RESPONSE: I was walking out of the store and I wanted to get to the car so I walked down the sidewalk and didn't see anyting until after I fell.

GOOD RESPONSE: I was walking down the sidewalk.

REASONING: You were not asked what you were intending to do or what you were thinking.

QUESTION: Did you miss any work due to the accident?

BAD RESPONSE: Yes, I did not go back to work for 2 weeks and lost about $800.

GOOD RESPONSE: Yes.

REASONING: You were not asked how long you missed from work or how much income you lost. Therefore, don't volunteer this info.

QUESTION: **Were you injured in the accident?**

BAD RESPONSE: Yes, I hurt my head, back and neck.

GOOD RESPONSE: Yes

Get the idea? If not, we can discuss any questions you have. Please call.

Thanks Paul

----- Original Message -----
From: Paul Dulberg <pdulberg@comcast.net>
To: Hans Mast <hansmast@comcast.net>
Sent: Thu, 17 Jan 2013 18:05:39 -0000 (UTC)
Subject: Deposition

Hi Hans,
Just wanted to say its a good thing we rescheduled the deposition because I'm simply not doing well today at all after having the hemroids removed yesterday. I wouldn't have been able to make it in today at all and from what the surgeon said, I wont be able to walk or sit very well for 3 to 5 days. Let me know when you want to do another practice session but its probably best to do anytime after this weekend.

Thanks for all your help,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Deposition**
Date: December 28, 2016 11:13:43 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** January 17, 2013 at 12:05:39 PM CST
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Deposition**
>
> Hi Hans,
> Just wanted to say its a good thing we rescheduled the deposition because I'm simply not doing well today at all after having the hemroids removed yesterday. I wouldn't have been able to make it in today at all and from what the surgeon said, I wont be able to walk or sit very well for 3 to 5 days. Let me know when you want to do another practice session but its probably best to do anytime after this weekend.
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> Thanks for all your help,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical update**
Date: December 28, 2016 11:16:49 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: December 3, 2012 at 11:42:53 AM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Medical update

Hi Hans,

I went to see Dr. Sagerman this morning for a follow up from the surgery on my right arm almost 6 months ago. He wants to see me again in 6 weeks for another follow up.

My Mom, Barb, went with me this morning to make sure I talked to him about my left arm. It has been hurting bad for 3 to 4 weeks now and she wanted me to get his advice. Dr. Sagerman had an X-ray done and said it looks good but I have what is called lateral epicondylitis or tennis elbow in my left elbow. He said it was probably just from over use due to me not using my right arm and could be treated. He said I need therapy for the left arm and prescribed 6 weeks of therapy 2 times a week and would follow up with it at the same time as my next appointment for my right arm.

I went to Fox Lake dynamic hand therapy with the prescription to schedule the appointments. They set the appointment for this Friday at 1:30 pm.

When I got home Dynamic Hand Therapy called. They said they cannot see me because this is not part of the litigation pending from my right arm unless the Dr. says it is. And because I have no insurance it would cost me $70.00 a visit.

Which there is no way I can afford. I have no income.

Any advice?

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Record release form**
Date: December 28, 2016 11:19:35 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** October 27, 2012 at 9:46:11 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Record release form**
>
> Hi Hans,
>
> Received a letter from you to sign releasing medical and employment records.
> Noticed that NW Community Hospital and Juskie Printing, one of my employers were not listed.
>
> Should I just add them and sign or what?
>
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical update**
Date: December 28, 2016 11:21:10 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: October 22, 2012 at 12:02:53 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Medical update

Hi Hans,

I met with Dr. Sagerman today. He told me to perform physical therapy at home from this point forward. He left me on full restrictions and set up a new appointment in 6 weeks on 12/3/2012. He is hopeful my arm is going to get stronger with time.

That's about it for now if there is anything you need please let me know and thanks for all your help,
Paul

Paul Dulberg
847-497-4250

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: MedChex question**
Date: December 28, 2016 11:24:49 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: August 24, 2012 at 11:32:03 AM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: MedChex question

Hi Hans,

I looked into the MedChex question.

When I called Open Advanced MRI of Round Lake to get the amount owed I was referred to their corporate office. The corporate office had told me my balance was $0.00. They looked into who paid the bill and mailed me a breakdown of everything they charged, payments made and any adjustments. The corporate office at OPEN ADVANCED MRI did not know who MedChex was. They said it looked like an insurance payment was what paid my bill. Below is a breakdown of the billing from the corporate office at OPEN ADVANCED MRI.

Original charges from open advanced MRI of round lake.

$1510.00 for the MRI on 02/03/2012
$75.00 for the injection on 02/03/2012

$1585.00 total charges from open advanced MRI of round lake on 02/03/2012

MedChex paid

$800.00 for the MRI on 02/23/2012
$0.00 for the injection on 02/23/2012

An adjustment was made to the original charges from open advanced MRI in the amounts of

$710.00 for the MRI on 02/23/2012
$75.00 for the injection on 02/23/2012

My balance due reads $0.00

After a bit of searching the web I came across the contact info for MedChex, gave them a call and asked how they came to pay off my bill with OPEN ADVANCED MRI and what their terms were for paying off the bill.

MedChex claimed I owe them $3,390.00 for the MRI as of 08/22/2012

The customer Representitives supervisor I spoke with at medchex was named Tish.
Telephone number: (866) 959-1100
Extension: 109

Tish would not provide me with the terms or how MedChex came to negotiate and pay off my bill with OPEN ADVANCED MRI. She would simply repeat that they are a service to help those with no insurance and will be receiving a settlement for injuries. She told me that i did not need to worry about the increased amount from the original billing from OPEN ADVANCED MRI because a settlement would be paying for it. She demanded that I fax her a copy of the billing breakdown from Open Advanced MRI at 888-317-0260. She said that I was never supposed to see what the original billing was and that it is just wrong that I have it and that she would not discuss the terms or how MedChex became involved till I sent this copy to her office. That ended the conversation.

Hans, the only person/firm I ever authorized to handle any and all of my negotiations for medical billing is you and your firm. I will

bring in the breakdown from OPEN ADVANCED MRI to your office on Monday along with a few other bills I have collected.

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical update**
Date: December 28, 2016 11:27:09 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: August 8, 2012 at 10:00:46 AM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Medical update

Hi Hans,

Had another Dr's appointment with Dr. Sagerman at hand surgery associates. He read me the findings from the surgery. He said the chainsaw did not cut the ulnar nerve but the nerve was compressed in the ulnar groove at the elbow. Probably from scar tissue growing in the forearm and pulling the nerve tight in the ulnar groove. The scar tissue had apparently grown and attached my muscles to the skin and each other. Dr Sagerman said they managed to separate the muscles and skin.

I have another appointment with Dr.Sagerman in a month and am doing physical therapy.

I will send a few pictures of what the arm looks like 1 month after the surgery as soon as I can get someone to use the camera for me today.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: SSDI medical update**
Date: December 28, 2016 11:28:07 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: July 12, 2012 at 4:03:42 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: SSDI medical update

Dr. Sagerman and Dr. Biafora did the procedure at Northwest Community Hospital Building #3 675 W. Kirchoff, Arlington Heights, IL.

Their practice is located at the following two locations;

515 West Algonquin Road Suite 120
Arlington Heights IL 60005

565 Lakeview Parkway # 140
Vernon Hills IL 60061-1839
United States

Paul Dulberg
847-497-4250
Sent from my iPad

On Jul 12, 2012, at 10:44 AM, Hans Mast <hansmast@comcast.net> wrote:

> Paul. athough we talked about this before, please remind me of the Drs name and address and the faciltiy where the surgery took place. Thanks
>
> Hans
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Janet Douglass <janet@ssdatty.com>, Hans Mast <hansmast@comcast.net>
> Sent: Wed, 11 Jul 2012 17:45:22 -0000 (UTC)
> Subject: SSDI medical update
>
> Hi Hans and Janet,
>
> Just thought I'd let you know the surgery on Monday went well. I'm still under heavy medication and a bit sore. The surgeon said today that he removed a bunch of scar tissue in my right forearm that bonded the muscles and skin as one. He said its all free to move separate now but the scar tissue will return. He said that getting in physical therapy quickly and with a lot of luck it should help to keep it all from bonding together again. He also had to release the ulnar nerve from compression at the elbow. It seems it bound up was under compression and formed a bit of scarring on the nerve. He did not perform the ulnar nerve

transposition because he said it seemed like it would be stable enough still in the ulnar grove.

Hope that was a good explanation of what happened. I'm not all with it just yet. I should be feeling better in a few days.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: SSDI medical update**
Date: December 28, 2016 11:29:23 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** July 11, 2012 at 12:45:22 PM CDT
> **To:** Janet Douglass <janet@ssdatty.com>, Hans Mast <hansmast@comcast.net>
> **Subject: SSDI medical update**
>
> Hi Hans and Janet,
>
> Just thought I'd let you know the surgery on Monday went well. I'm still under heavy medication and a bit sore. The surgeon said today that he removed a bunch of scar tissue in my right forearm that bonded the muscles and skin as one. He said its all free to move separate now but the scar tissue will return. He said that getting in physical therapy quickly and with a lot of luck it should help to keep it all from bonding together again. He also had to release the ulnar nerve from compression at the elbow. It seems it bound up was under compression and formed a bit of scarring on the nerve. He did not perform the ulnar nerve transposition because he said it seemed like it would be stable enough still in the ulnar grove.
>
> Hope that was a good explanation of what happened. I'm not all with it just yet. I should be feeling better in a few days.
>
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: SSDI Medical Update**
Date: December 28, 2016 11:30:42 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: June 21, 2012 at 10:10:16 AM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: SSDI Medical Update

Hi Hans,

I couldn't help but to laugh at that. The reason I left Dr. Talerico and went to Dr. Sagerman was because he couldn't listen worth a darn and went on a 20 minute rant about prescribing pain medication to me when I never received any prescriptions from him nor did I ever ask him for any pain medication or any other prescription for that matter. Each time I went there it was as if he confused me with someone else. On my last visit with him he couldn't even remember why I was even there and went on another rant about insurance companies. He never even asked or looked at the X-rays from the hospital and I had to ask him numerous times just to get him to read the physical therapy reports. Honestly, he scarred the heck out of me and we were at odds, so I went to see someone else whom I had more confidence in (Dr. Sagerman). I'm sure Dr. Talerico is a good Dr., just one that I felt was probably over worked, was getting confused between his patients and couldn't give me the attention I needed. In retrospect, it fits that his notes are messed up and confirms my feeling about him and why I went to another Dr.

I just called the libertyville office for MidAmerica Hand and Shoulder Clinic. Talked with Gabby. She told me she could not change the record but would make an addendum to the record to clarify that I was not the one operating the chainsaw. She apologized for the confusion and said that it was lost between the Dr.'s notes and the person who transcribes the records. She is going to call your office and fax over the addendum.

Please let me know if you get the addendum and if it is ok

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Jun 21, 2012, at 9:05 AM, Hans Mast <hansmast@comcast.net> wrote:

> Paul, just a quick note. I saw rcords come in from MidAmerica Hand and Shoulder Clinic - Dr. Talerico. The history of your injury suggests you were operating the chain saw yourself - not someone else. This might be troublesome unless you clear that up with Dr. next visit. thanks
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>

To: Hans Mast <hansmast@comcast.net>, Janet Douglass <janet@ssdatty.com>
Sent: Tue, 12 Jun 2012 18:09:03 -0000 (UTC)
Subject: SSDI Medical Update

Hi Hans and Janet,

The date for the surgery on my arm is scheduled for July 9, 2012 at either Alexian Brothers or North West Community Hospital. I was told I will be receiving a call from whichever hospital they are able to get for that day.

The first follow up date will be July 11, 2012 at Hand Surgery Associates

Will keep you both updated.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: SSDI Medical Update**
Date: December 28, 2016 11:31:22 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: June 12, 2012 at 1:09:03 PM CDT
To: Hans Mast <hansmast@comcast.net>, Janet Douglass <janet@ssdatty.com>
Subject: SSDI Medical Update

Hi Hans and Janet,

The date for the surgery on my arm is scheduled for July 9, 2012 at either Alexian Brothers or North West Community Hospital. I was told I will be receiving a call from whichever hospital they are able to get for that day.

The first follow up date will be July 11, 2012 at Hand Surgery Associates

Will keep you both updated.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Dr. Talerico's contact information**
Date: December 28, 2016 11:31:50 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** June 11, 2012 at 10:23:23 AM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Dr. Talerico's contact information**
>
> Dr. Talerico
> 847-247-0547
> 755 S. Milwaukee Ave.
> Suite 250
> Libertyville, IL. 60048
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Scott Sagerman & Sam Biafora, Hand surgery associates contact information**
Date: December 28, 2016 11:32:20 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: June 11, 2012 at 10:09:45 AM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Scott Sagerman & Sam Biafora, Hand surgery associates contact information

Hi Hans,

Here is the addresses and phone numbers I have for both Scott Sagerman & Sam Biafora at Hand Surgery Associates SC.

(847) 956-0099

515 West Algonquin Road Suite 120
Arlington Heights IL 60005
United States

565 Lakeview Parkway # 140
Vernon Hills IL 60061-1839
United States

37400 Eagle Way
Chicago, IL. 60678

I will send the other hand specialists information in a few minutes

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical update**
Date: December 28, 2016 11:33:46 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: June 8, 2012 at 12:05:46 PM CDT
To: Hans Mast <hansmast@comcast.net>
Cc: Janet Douglass <janet@ssdatty.com>
Subject: Medical update

Hi Hans,

Wednesday I met with Dr. Sagerman and I signed the papers for surgery on my right arm. They are going to do an ulnar nerve decompression and transposition, and a neurolysis in the forearm. They are also going to explore and repair any other damage they find with the muscles, tendons and remove scar tissue. I am waiting on a call to find out when and where the surgery will be. They said it should be in the next 4 weeks.

I also need to get some sort of medical release signed by my primary care physician for the surgery so I met with Dr. Sek yesterday and he gave me a checkup and signed the forms.

On another note, when we last met you asked if any of the Dr.'s had been paid yet. I answered no but that wasn't true. I have paid Dr. Sek in full for each visit and Dr. Levin has been partially paid. I also had to just sign a form for Dr. Sangerman allowing them to charge my credit card $40 a month till my bill was paid in full. I asked if they would do the surgery on a lean against a settlement and gave them your name and number to contact you. They said they would but still required I give them permission to charge my credit card.

If you need anything else please let me know.

Thanks for everything,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical Update**
Date: December 28, 2016 11:34:40 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: June 4, 2012 at 4:03:28 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Medical Update

Hi Hans,

Just set up an appointment with Sheila for 10:00 AM tomorrow to meet with you.

Just after I set up that appointment with your office my physical therapist called and discharged me until I see the Dr. Said my evaluation was bad and they sent the report to Dr.Sangermans office and for me to call them. After calling the Dr.'s office they bumped up my appointment to Wednesday of this week to discuss surgery.

See you in the morning,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Jun 4, 2012, at 9:58 AM, Hans Mast <hansmast@comcast.net> wrote:

> Paul. Lets meet again sometime at the office. When you have time to go over things. Thanks Call my assit. Sheila. 815-344-3797
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Fri, 01 Jun 2012 19:40:12 -0000 (UTC)
> Subject: Medical Update
>
> Hi Hans,
>
> Today Dr. Levin my neurologist increased my medication of Gabapentin from 300 mg twice a day to 600 mg twice a day. I'm not happy about the increase, it already makes me extremely tired but it's supposed to help with the nerve pain in my right arm.
>
> Not sure if you needed to know this but it is a minor change in the medical condition.
>
> Thanks,
> Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical Update**
Date: December 28, 2016 11:35:10 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** June 1, 2012 at 2:40:12 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Medical Update**
>
> Hi Hans,
>
> Today Dr. Levin my neurologist increased my medication of Gabapentin from 300 mg twice a day to 600 mg twice a day. I'm not happy about the increase, it already makes me extremely tired but it's supposed to help with the nerve pain in my right arm.
>
> Not sure if you needed to know this but it is a minor change in the medical condition.
>
> Thanks,
> Paul
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: I'm nervous about the surgery being covered**
Date: December 28, 2016 11:36:54 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: May 18, 2012 at 2:20:39 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: I'm nervous about the surgery being covered

Hi Hans,

I'm curious if David Gagnons home owners insurance policy number checked out?

Also, from what I understand this surgery that has been suggested by two different arm specialists, the neurologist and my primary physician is going to run in the neighborhood of $60,000.00. I want to be sure that it will be covered under the settlement before I decide to do it.
It is a direct result from the chainsaw cut and not anything else. Will it be covered or am I on my own to pay for it?

I am extremely nervous about the cost and getting stuck in bankruptcy and losing my house if it isn't covered.

Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: SSDI medical update**
Date: December 28, 2016 11:37:58 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: May 17, 2012 at 12:09:49 PM CDT
To: Hans Mast <hansmast@comcast.net>, Janet Douglass <janet@ssdatty.com>
Subject: SSDI medical update

Hi Hans and Janet,

I just got back from an appointment with Dr. Sam Biafora, another hand, wrist, elbow & shoulder specialist at hand surgery associates. He did what seemed to be a very thorough evaluation. He dug around pretty deep in my arm and did many different tests on my hand, arm and elbow. He recommended doing surgery to get the scar tissue out of the affected nerve and surrounding area. He said not to have any hope of restoring strength, feeling or reversing the paralyzed muscle that pulls my pinky finger in. But he said that going in and removing the scar tissue from the area will bring relief to the nerve and should stop the pains I get. He said that it will leave a long scar from the back of my elbow to the wrist and they will need to move the ulnar nerve to the inside of the elbow and that it will take approximately 3 months to recuperate. I mentioned the new medication I just started taking that was supposed to help fix the signals from the nerve. He said that all that will do is mask the symptoms for a while and that the only way to actually fix it is to go in and remove the scar tissue and see if any of the cut fibers can be grafted back together. He said that grafting the fibers probably won't work since its been almost a year since they were cut but removing the scar tissue should release the pain and should make a huge difference. He was ready to set up the surgery and I told him I needed a some time to talk with my mom and think about it. He set up another appointment for a month from now so I have time to think it over and said to call Dr. Sagerman if I should decide sooner.

Paul Dulberg
847-497-4250
Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: SSDI / Med update**
Date: December 28, 2016 11:38:30 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: May 16, 2012 at 2:46:55 PM CDT
To: Hans Mast <hansmast@comcast.net>, Janet Douglass <janet@ssdatty.com>
Subject: SSDI / Med update

Hi Hans and Janet,

Forgive me for combining this e-mail to both of you but both of you need the same information.

Met with Dr. Levin today at Associated Neurology. She prescribed Neurontin / Gabapentin 300 MG. I am supposed to take it in the evening for 1 week then move to 2 times daily. Then call her in 2 weeks to see how it's going. She said that it is supposed to help correct the signals from the misfiring nerve in my right arm which is causing the pain when I use my hand. And that the dosage may change depending on how and if it's working. This treatment was suggested by Dr. Sagerman to help try and avoid surgery. If it works I think this is a long term treatment because the prescription lasts for a year and the pharmacist said it goes hand in hand with the other medications I'm taking for long term pain management treatment.

I see Dr. Sagerman and his partner tomorrow for an evaluation at Hand Surgery Associates in Vernon Hills. I will let you know what happens.

Thanks to both of you,
Paul

Paul Dulberg
4606 Hayden Ct.
McHenry, IL. 60051
847-497-4250

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical Update**
Date: December 28, 2016 11:39:03 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: May 14, 2012 at 4:15:49 PM CDT
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Medical Update

Ok

Paul Dulberg
847-497-4250

On May 14, 2012, at 2:41 PM, Hans Mast <hansmast@comcast.net> wrote:

> Thanks for the update. We're gonna go ahead and file suilt. You may want to let him know that so he isn't angry. He can call me if he wants to talk about it.
>
> Thanks
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Mon, 14 May 2012 19:40:20 -0000 (UTC)
> Subject: Medical Update
>
> Hi Hans,
>
> I saw Dr. Sagerman today, he scheduled another appointment for this Thursday to meet his partner. They are going to evaluate whether doing surgery is going to be beneficial.
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Another med update**
Date: December 28, 2016 11:39:41 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** May 14, 2012 at 4:14:17 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Another med update**
>
> Hi Hans,
>
> Dr. Sagerman said he would call Dr. Levin the neurologist to get a prescription from her for me. She wants a new appointment with me. It is set up for Wednesday.
>
> Also Dr Sagerman said to keep at physical therapy.
>
> Will let you know what happens after Thursday's appointment.
>
> Thanks again for everything,
> Paul
>
> Paul Dulberg
> 847-497-4250

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Medical Update**
Date: December 28, 2016 11:40:28 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** May 14, 2012 at 2:40:20 PM CDT
> **To:** Hans Mast <hansmast@comcast.net>
> **Subject: Medical Update**
>
> Hi Hans,
>
> I saw Dr. Sagerman today, he scheduled another appointment for this Thursday to meet his partner. They are going to evaluate whether doing surgery is going to be beneficial.
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Memo**
Date: December 29, 2016 8:06:21 AM CST
To: paul_dulberg@comcast.net

> **From:** Paul Dulberg <pdulberg@comcast.net>
> **Date:** February 22, 2015 at 5:56:22 PM CST
> **To:** Hans Mast <hansmast@att.net>
> **Subject: Re: Memo**
>
> If maybe we should have one of them try writing the memo?
>
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Feb 22, 2015, at 5:42 PM, Hans Mast <hansmast@att.net> wrote:
> >
> > I have several people that help me. What are you wondering about.
> >
> > Sent from my iPhone
> >
> > > On Feb 21, 2015, at 1:32 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > >
> > > Hans, do you have a paralegal?
> > >
> > > Paul Dulberg
> > > 847-497-4250
> > > Sent from my iPad

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Delivery status notification**
Date: December 29, 2016 9:03:37 AM CST
To: paul_dulberg@comcast.net

> **From:** Mail Delivery System <mailer-daemon@comcast.net>
> **Date:** January 30, 2015 at 3:20:39 PM CST
> **To:** pdulberg@comcast.net
> **Subject: Delivery status notification**
>
> This is an automatically generated Delivery Status Notification.
>
> Delivery to the following recipients was aborted after 0 second(s):
>
> * hansmast@comcast.net

Reporting-MTA: dns; reszmta-ch2-01v.sys.comcast.net [69.252.207.65]
Received-From-MTA: dns; resomta-ch2-13v.sys.comcast.net [69.252.207.109]
Arrival-Date: Fri, 30 Jan 2015 21:20:39 +0000

Final-recipient: rfc822; hansmast@comcast.net
Action: failed
Status: 5.1.1
Diagnostic-Code: smtp; 550 5.1.1 No such user here
Last-attempt-Date: Fri, 30 Jan 2015 21:20:39 +0000

> Received: from [IPv6:2601:d:6a80:ff1:c47a:d0bc:a12b:bdb2] ([IPv6:2601:d:6a80:ff1:c47a:d0bc:a12b:bdb2]) by resomta-ch2-13v.sys.comcast.net with comcast id mMLf1p00E5Jdz9901MLfp9; Fri, 30 Jan 2015 21:20:39 +0000 X-CAA-SPAM: 0 X-Authority-Analysis: v=2.1 cv=RckeCjdv c=1 sm=1 tr=0 a=kj9zAlcOel0A:10 a=C_IRinGWAAAA:8 a=6ROYA3k7bTtZ8VA-MVoA:9 a=CjuIK1q_8ugA:10 a=QNs_r_9RqKIA:10 a=DehUvbS2nI0A:10 a=wJpbwnC9vPsA:10 a=4B2pj95iVtIA:10 a=qljwiZXUcs0A:10 a=sum0VfoA1QYA:10 Subject: Not business From: Paul Dulberg Content-Type: text/plain; charset=us-ascii X-Mailer: iPad Mail (12B466) Message-Id: <9BDD2A60-3D6E-4EB1-9F63-28E0615CA649@comcast.net> Date: Fri, 30 Jan 2015 15:20:41 -0600 To: Hans Mast Content-Transfer-Encoding: 7bit Mime-Version: 1.0 (1.0)

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Delivery status notification**
Date: December 29, 2016 9:05:10 AM CST
To: paul_dulberg@comcast.net

> **From:** Mail Delivery System <mailer-daemon@comcast.net>
> **Date:** January 9, 2015 at 12:45:29 PM CST
> **To:** pdulberg@comcast.net
> **Subject: Delivery status notification**
>
> This is an automatically generated Delivery Status Notification.
>
> Delivery to the following recipients was aborted after 0 second(s):
>
> * hansmast@comcast.net

Reporting-MTA: dns; reszmta-ch2-04v.sys.comcast.net [69.252.207.68]
Received-From-MTA: dns; resomta-ch2-10v.sys.comcast.net [69.252.207.106]
Arrival-Date: Fri, 09 Jan 2015 18:45:29 +0000

Final-recipient: rfc822; hansmast@comcast.net
Action: failed
Status: 5.1.1
Diagnostic-Code: smtp; 550 5.1.1 No such user here
Last-attempt-Date: Fri, 09 Jan 2015 18:45:29 +0000

> Received: from [IPv6:2601:d:6a80:ff1:7479:f138:26a3:186] ([IPv6:2601:d:6a80:ff1:7479:f138:26a3:186]) by resomta-ch2-10v.sys.comcast.net with comcast id dulU1p00s3FKfEp01ulVed; Fri, 09 Jan 2015 18:45:29 +0000 X-CAA-SPAM: 0 X-Authority-Analysis: v=2.1 cv=WcyCaiRX c=1 sm=1 tr=0 a=kj9zAlcOel0A:10 a=C_IRinGWAAAA:8 a=g5LwSJ285O_RKKuVzkoA:9 a=CjuIK1q_8ugA:10 a=QNs_r_9RqKIA:10 a=DehUvbS2nI0A:10 a=zQgg050mtPYA:10 a=gG7ACNDEj1QA:10 a=22nOKrcjyQoA:10 a=VkiFLWbzrdQA:10 Subject: Thank you From: Paul Dulberg Content-Type: text/plain; charset=us-ascii X-Mailer: iPad Mail (12B440) Message-Id: <5EB06866-2962-4842-9424-56336D688E98@comcast.net> Date: Fri, 9 Jan 2015 12:45:30 -0600 To: Hans Mast Content-Transfer-Encoding: 7bit Mime-Version: 1.0 (1.0)

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Pictures of my arm**
Date: December 4, 2016 1:04:52 PM CST
To: paul_dulberg@comcast.net
2 Attachments, 5.4 MB

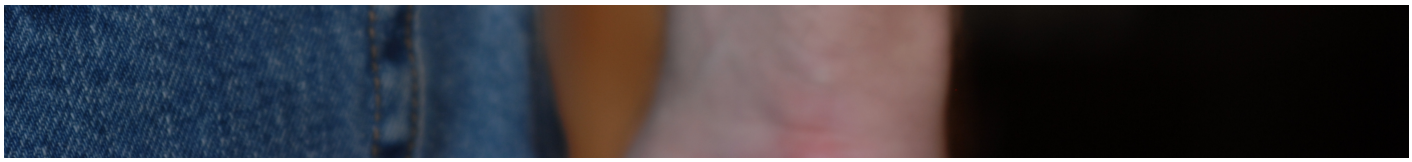
Paul Dulberg
847-497-4250
Sent from my iPad

Begin forwarded message:

> **From:** Hans Mast <hansmast@comcast.net>
> **Date:** January 4, 2012 at 9:16:03 AM CST
> **To:** pdulberg@comcast.net
> **Subject: Re: Pictures of my arm**
>
> Thanks Paul..
>
> ----- Original Message -----
> From: pdulberg@comcast.net
> To: hansmast@comcast.net
> Sent: Tue, 03 Jan 2012 22:51:43 -0000 (UTC)
> Subject: Pictures of my arm
>
> Hi Hans,
>
> Please find the attached .jpg's. They were taken this afternoon. It is hard to get a picture of the whole scar in one shot because it wraps around my arm. Hopefully these help. I can take more if these don't work.
>
> I have a Dr.'s appointment this friday and will let you know what happens.
>
> Thanks for all your help with this matter.
>
> Paul Dulberg
> 847-497-4250




W 32 L 32



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BONE & JOINT
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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:	[redacted]
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

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.

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 hen he develops these symptoms they last for a few seconds. It does not wake hir

He also describes burning in and is unpredictable, similar to the tingling in the small finger. Wh the palm begins to burn. The duration of the palmar symptoms are t. g.

He rates his pain currently as 0/10, bu urt, and rates the cramping as a 7-10/10. The pain from the cramps lasts a few secon tes.

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

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 sweeter 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.

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

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.

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

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

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.

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.

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 camp 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.

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

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

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 or 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

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

Clinical Assistant Professor of Surgery,
Department of Surgery,
Section of Orthopaedic Surgery

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 6th Edition

CSP/SCH JOB 135309687

INTERMATIC INCORPORATED

INTERMATIC PLA... SPRING GROVE, IL 60081-9698

CHECK NO. 415608

INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	DEDUCTIONS	DISCOUNTS	NET AMOUNT
A1000682	3/31/10	3275.00	.00	.00	3275.00
GRAPHIC DESIGN 3/10					
					3275.00

Vendor 6133

5 The Job Analysis Questionnaire

Purpose: The purpose of this questionnaire is to gather information about your job.

Directions: Answer all the questions. Return the questionnaire to your supervisor by 12/15/06.

Questions:

1. Analyze your work and list all your major responsibilities. Then prioritize each item by assigning a number to it. One being the highest level of importance.
2. Why are these responsibilities important to your job?
3. What equipment and tools do you use in your jobs?
4. Describe some specific duties or tasks that you perform in your job. Next to each item, state how often you perform this task.
5. What knowledge do you require to perform your job successfully?
6. What qualities are necessary to make you successful in your job?
7. What prior knowledge, skills, or abilities did you bring to your position that helped to make you successful in your job?
8. List any courses, workshops, or training programs you attended in the past that you feel have helped you succeed in your job.
9. Describe any other contributing factors that you feel have made you successful in your job.

1. Design and create from concept through completion the various collateral materials (catalogs, brochures, sell sheets ads, etc.), packaging designs visual presentations, POP display materials, and multimedia/internet content to support both internal and external graphical needs of Intermatic.
1st priority is providing support to both the internal and external graphical needs of Intermatic.
Priorities between the rest of the areas vary hour by hour and day by day depending on the priorities and needs of Intermatic. Graphic Design, Prepress, Plotting/Printing, Mounting Laminating, Administration, Repair/Maintenance, Research, Other

2. Mostly the responsibilities provide the support for Marketing but also support almost every other facet of Intermatic in one form or another helping Intermatic talk with it's customers (both internal and external), vendors and it's employees through graphical means.

3. Macintosh computer and design software (various types of programs and the internet), camera, hand tools (loops, exacto knives etc...), printers, classes, periodicals, seminars, etc...

4. Use of all tools to perform tasks and support the needs of marketing and the rest of Intermatic all the time.

5. Creative mind and a through understanding of Macintosh computer skills (including all software used), design principals, color, typography, photography, print production and web.

6. Both a creative and an analytical mind capable of dealing with stress under tight deadlines. Knowledge of photography, design, print and web.

7. A through understanding of color, design concepts, production, typography and photography etc...

8. Too many to list. All of them, it is cumulative and ongoing.

9. Over 20 years in the graphic arts and all the different experiences during that time help aid in all aspects of performing my tasks thus making it successful.

Job Description

JOB TITLE: Graphic Designer

SALARY LEVEL: Hourly
SHIFT: 1st
LOCATION: Spring Grove
REPORTS TO: Marketing Services Manager

JOB CODE: 7A NT
DIVISION: Marketing Services
DEPARTMENT: 5068

PREPARED BY: Marketing Services Manager
APPROVED BY: V.P. Marketing

DATE: 1/26/04
DATE:

SUMMARY:
The Graphic Designer uses Macintosh-based computer systems to design and create, from concept through completion, the various collateral materials (catalogs, brochures, sell sheets, ads, etc.), packaging designs, visual presentations, POP display materials, and multimedia/internet content to support both the internal and external graphical needs of Intermatic, Inc. The primary duties are outlined below.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Graphic Design: Confers with Marketing Services Manager, marketing managers, product managers and other corporate staff as needed to create concepts and new designs for all types of print support literature including catalogs, sell sheets, promotional flyers, ads, presentations, labels, POP materials, electronic media, etc. Creates designs for multimedia applications including CD-Rom and internet projects. Art directs offsite photography and sets up and shoots photography internally as needed.

Prepress: Prepares print jobs for film/print insuring all necessary artwork, photos, files and fonts are included with the project folder and formatted appropriately for output.

Plotting/Printing: Runs small-run print jobs on local color laser printer and B/W laser printer. Plots large-format color projects on color plotter as needed.

Mounting/Laminating: Mounts and laminates large format materials as needed.

Administration: Work with graphic design team to help build and maintain electronic archives for storage and retrieval of electronic production files including images and artwork.

Repair/Maintenance: Able to troubleshoot equipment including computers, printers, plotters, laminator, etc. to help keep equipment in proper working order. Run periodic backup and organizational review of graphic files, and must have good working knowledge of the computer operating system.

Research: Keeps current with new technological trends in the graphics industry. Participate in evaluation of new equipment acquisitions. Reads relevant trade journals to stay current on trends, innovations, software and changes that affect graphic design or methods.

Other: Assists with other duties as assigned by the Marketing Services Manager

QUALIFICIATION REQUIREMENTS

Education and/or experience:

Associate Arts degree plus 2 years graphic design production experience

Or, equivalent work experience (5+ years) in graphic design production

Production-level experience with the following software:

Adobe Illustrator
Adobe PhotoShop
Adobe Acrobat
Quark Xpress
Microsoft Office Suite (Word, Excel, PowerPoint)

Excellent written and verbal communication skills

Must be a well-organized team player

Must possess good typing skills

Basic knowledge or capabilities/limitations of offset printing to aid in setup of graphic projects

Sample portfolio of graphic design work for review (electronic samples accepted in PDF format)

PHYSICAL DEMAND AND WORK ENVIRONMENT:

Fast-paced office environment,

Deadline-oriented

Some exposure to ink and chemicals

Good eyesight and not color blind.

Job Description

JOB TITLE: Graphic Designer

SALARY LEVEL: Hourly
SHIFT: 1st
LOCATION: Spring Grove
REPORTS TO: Marketing Services Manager

JOB CODE: 7A NT
DIVISION: Marketing Services
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APPROVED BY: V.P. Marketing

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Prepress: Prepares print jobs for film/print insuring all necessary artwork, photos, files and fonts are included with the project folder and formatted appropriately for output.

Plotting/Printing: Runs small-run print jobs on local color laser printer and B/W laser printer. Plots large-format color projects on digital color plotter as needed.

Mounting/Laminating: Mounts and laminates large format materials as needed.

Administration: Work with graphic design team to help build and maintain electronic archives for storage and retrieval of electronic production files including images and artwork.

Repair/Maintenance: Able to troubleshoot equipment including computers, printers, plotters, laminator, etc. to help keep equipment in proper working order. Run periodic backup and organizational review of graphic files, and must have good working knowledge of the computer operating system.

Research: Keeps current with new technological trends in the graphics industry. Participate in evaluation of new equipment acquisitions. Reads relevant trade journals to stay current on trends, innovations, software and changes that affect graphic design or methods.

Other: Assists with other duties as assigned by the Marketing Services Manager

QUALIFICIATION REQUIREMENTS

Education and/or experience:

Associate Arts degree plus 2 years graphic design production experience

Or, equivalent work experience (5+ years) in graphic design production

Production-level experience with the following software:

- Adobe Illustrator
- Adobe PhotoShop
- Adobe Acrobat
- Quark Xpress
- Microsoft Office Suite (Word, Excel, PowerPoint)

Excellent written and verbal communication skills

Must be a well-organized team player

Basic knowledge or capabilities/limitations of offset printing to aid in setup of graphic projects

Sample portfolio of graphic design work for review (electronic samples accepted in PDF format)

PHYSICAL DEMAND AND WORK ENVIRONMENT:

Fast-paced office environment,

Deadline-oriented

Some exposure to ink and chemicals

Good eyesight and not color blind.

Job Description

JOB TITLE: Graphic Designer

SALARY LEVEL: Hourly
SHIFT: 1st
LOCATION: Spring Grove
REPORTS TO: Manager of Graphics Comm.

JOB CODE: 7A NT
DIVISION: Graphic Devel.
DEPARTMENT: 5086

PREPARED BY: Manager of Graphics Comm.
APPROVED BY: Vice Pres. Sales & Marketing

DATE: 8-9-99
DATE: 8-11-99

SUMMARY: The Graphic Designer designs and creates on Macintosh-based computer systems, from concept to completion, the various support literature (catalogs, sales sheets, ads, calendars, forms), packaging designs, visual presentations, POP display headers, banners, and multimedia/internet content to support both the internal and external graphical needs of Intermatic. The primary duties are outlined below.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Graphic Design: Confers with product managers and other corporate staff to create concept layouts of new designs for all types of print support literature and collateral including catalogs, sales sheets, promotional flyers, ads, presentations, labels, POP displays, banners and other graphical projects. Creates designs for multimedia applications including CD-ROM and internet projects. Art directs offsite photography and occasionally sets up and shoots photography internally.

Plotting/Printing: Runs small-run color print jobs on local color laser printer and B/W laser printer. Plots headers, banners and POP materials on large-format plotter on demand.

Prepress: Occasionally shoots stats and other material as needed for a project. Prepares print jobs for laser-imagesetter file insuring all necessary artwork, photos, files and fonts are included with the project folder.

Repair/Maintenance: Troubleshoots the laser printers, plotter and laminator to keep the equipment in proper working order. Repairs equipment, including Mac computers, as knowledge allows. Runs periodic backup and organizational review of graphic files.

Research: Keeps current with new technological trends in the graphics industry to assist the Manager of Graphics Communications in evaluation of new equipment acquisitions. Reads trade journals and professional literature to stay informed of trends, innovations, software and changes that affect graphic design or graphics methods.

Mounting/Laminating: Laminates and mounts headers, banners, etc. as needed.

Other: Assists with other duties as assigned by the Manager of Graphics Communications.

SUPERVISORY RESPONSIBILITIES: none

QUALIFICATION REQUIREMENTS

Education and/or experience:

Associate Arts degree plus 2 years graphic design production experience
or equivalent work experience (5+ years) in graphic design production

Production-level experience with the following software:
Quark XPress, Adobe PhotoShop, Adobe Illustrator, Microsoft Word

Excellent written and verbal communication skills

Basic knowledge of capabilities/limitations of offset printing to aid in setup of graphic projects

Sample portfolio of graphic design work for review

PHYSICAL DEMAND AND WORK ENVIRONMENT:

Office environment, pressure for deadlines, some exposure to ink and chemicals.

Good eyesight and *not* color blind.

Job Description

JOB TITLE: Offset Press Operator I

SALARY LEVEL: Hourly
SHIFT: 2nd
LOCATION: Spring Grove
REPORTS TO: Manager of Graphics Comm.

JOB CODE: 7H
DIVISION: Graphic Arts
DEPARTMENT: 5087

PREPARED BY: Manager of Graphics Comm.
APPROVED BY: Vice Pres. Sales & Marketing

DATE: 8-6-99
DATE: 8-11-99

SUMMARY: The Offset Press Operator I sets up and runs primarily CMYK (4-color process) printing jobs and assists in other areas of the print shop by performing the duties outlined below.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Setup: Loads the press(s) with paper stock, inks the press and sets up essential press chemistry.
Printing: Runs the print jobs with attention to ink coverage, registration and overall print quality.
Prepress/Stripping: Strips negatives for platemaking and burns plates occasionally.
Repair/Maintenance: Troubleshoots the press(s) to keep the equipment in proper working order. Repairs equipment as knowledge allows. Keeps the press and press area clean at all times. Runs periodic maintenance/safety reviews. Keeps a maintenance log for the press(s) that is being run.
Training/Research: Trains Offset Press Operator II personnel in 4-color printing techniques. Performs periodic time studies on equipment as directed by the Lead Pressman or the Manager of Graphic Communications and keeps abreast of current technological trends in the printing industry to assist the Manager of Graphics Communications in evaluation of new equipment acquisitions or printing methods.
Other: Assists bindery personnel with cutting, folding and other duties as assigned by the Lead Pressman or Manager of Graphics Communications.

SUPERVISORY RESPONSIBILITIES: none

QUALIFICATION REQUIREMENTS
Education and/or experience:
High School Graduate
5 - 7 years offset printing experience running 1, 2 and 4-color presses.
Good communication skills.
Working knowledge of bindery and finishing techniques.
Working knowledge of prepress/stripping techniques.

PHYSICAL DEMAND AND WORK ENVIRONMENT:
Ability to lift 80 pounds (frequently).
Good mathematical ability and able to read a US and metric ruler.
Good eyesight and ***not*** color blind.
Operate a skid loader.

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND 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 PLAINTIFF**

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 Cicero, France, Barch & Alexander, PC, their attorneys, hereby propound the following written interrogatories upon PAUL DULBERG to be answered in writing and under oath within the time required by law based upon information available to the Plaintiff.

INTERROGATORY NO. 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:

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 anticipating 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.

0245281968.1/SKO/ACCARDO/mr

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. 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

Perry A. Accardo
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Joseph P. Callahan
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Valerie E. Davis
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Martin D. Kennelly
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Sal C. Tramontana
Stacy B. Walker
Stewart M. Zelmar

Attorney
312-558-9821

Administrative Assistant
312-558-9849

Paralegal
312-558-9846

January 31, 2013

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd
Rockford, 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

PAA

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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Sincerely,

Perry A. Accardo

PAA

cc: Hans A. Mast
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3416 W Elm St
McHenry, IL 60050

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January 31, 2013

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6323 East Riverside Blvd
Rockford, IL 61114

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5. Please see response to request number 1 above.
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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

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Matthew J. Kowals *
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Brian C. Young
Christopher J. Kenney
Jason A. Maxfield
Sarah R. Hertz
Matthew D. Patterson

*Also admitted in Indiana

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

Re:	*Insured:*	*David Gagnon*
	Plaintiff:	*Paul Dulberg*
	Allstate Claim No.:	*0245281968*
	McHenry Co. Cause No.:	*12 LA 178*
	D/O/L:	*6-28-11*

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
Facsimile: 815.344.5280
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

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.

Waukegan Office
210 North Martin Luther
King Jr. Avenue
Waukegan, IL 60085

†*Also Licensed in Wisconsin*

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
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This Office is not a Partnership or a Corporation

Stephen G. Loverde
M.A. Christine Lyons
Shannon M. McCabe
Lucia Montaño
Terry A. Mueller
John H. Mullen
Shoshan E. Reddington
James J. Rosemeyer
Caroline M. Schumann
Mark A. Sukacz
Sal C. Tramontana
Stacy B. Walker

Attorney
(312) 558-9824

Administrative Assistant
(312) 558-9840

Paralegal
(312) 558-9810

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
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
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

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Attorney
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(312) 558-9840

Paralegal
(312) 558-9810

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

Deb Fisher

Enclosures

PHONE (815) 226-9755 FAX (815) 395-9510 E-mail fisherreporting@sbcglobal.net

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,

Bobby L. Lanford

Dr. Bobby L. Lanford, PhD

Ehrmann Gehlbach Badger Lee & Considine, LLC

Attorneys At Law

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P.O. Box 447
215 E. First Street
Dixon, IL 61021

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David W. Badger
Douglas E. Lee
also admitted in virginia & the district of columbia
Dana M. Considine

Megan G. Heeg
Darla A. Foulker
Sarwat B. Hanif

Rolfe F. Ehrmann
1949 - 2011
Warren H. Badger
1911-2005

February 16, 2015

FAXED 2-16-15

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 23rd. 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

Attorneys At Law
Commerce Towers, Suite 100
P.O. Box 447
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Dixon, IL 61021

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Megan G. Heeg
Darla A. Foulker
Sarwat B. Hanif

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 finally 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.

Very truly yours,

EHRMANN GEHLBACH BADGER LEE & CONSIDINE, LLC

Megan G. Heeg

MGH/kme
Enclosure

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
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Telephone: 815.344.3797
Facsimile: 815.344.5280
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

April 12, 2012

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

RE: ***Your Accident of June 28, 2011***

Dear Paul:

Please find enclosed your medical expense report itemizing your medical bills related to the underlying occurrence in the amount of $7,333.04

Please review the medical expense report and advise me if there are any bills that we are missing related to your care in this case.

Very truly yours,

HANS A. MAST

smq
Enclosure

S:\Main\DULBERG, PAUL\Letters\Letter to client re MER 4-11-12.wpd

†Also Licensed in Wisconsin

Waukegan Office
210 North Martin Luther
King Jr. Avenue
Waukegan, IL 60085

MEDICAL EXPENSE REPORT

PAUL DULBERG

DATE OF ACCIDENT: JUNE 28, 2011

DATE OF REPORT: MARCH 19, 2012

MEDICAL EXPENSES

Paul Dulberg

Date of Accident: June 28, 2011

Date of Report: March 19, 2012

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

Moraine Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759
800-355-2470 - Acct. MNI711179003233

06/28/11	$1,346.00	$1,346.00

McHenry Radiologists Imaging Associates
PO Box 220
McHenry, IL 60051-0220
815-759-0800 - Acct. 235130-QMRIG

06/28/11	$50.00	$50.00

Associated Neurology SC
1900 Hollister Drive
Suite 250
Libertyville, IL 60048
847-549-0055 - Chart # 18062

07/28/11	$225.00	
08/10/11	930.00	
Total		$1,155.00

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

Walgreens
3925 W. Elm Street

McHenry, IL 60050
815-363-0722

06/28/11 ..... $48.68 ..... $48.68

TOTAL EXPENSES: $7,313.43

Misc Expenses

Medical Supplies $19.61

Total Misc. Expenses $19.61

TOTAL ALL EXPENSES $7,333.04

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

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 13, 2012

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 be advised that defense counsel has appeared in your case and has served upon us interrogatories (written questions) to answer. Please contact my assistant, Sheila upon receipt of this letter to schedule a meeting with me in our office to answer these written questions.

I look forward to meeting with you soon.

Very truly yours,

HANS A. MAST

smq

S:\Main\DULBERG, PAUL\Letters\Letter to client re disc 7-13-12.wpd

Waukegan Office
210 North Martin Luther
King Jr. Avenue
Waukegan, IL 60085

†*Also Licensed in Wisconsin*

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
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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

June 7, 2012

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:

Thank you for meeting with me recently. I would like to update your billing and records at our office. I need the address for Dr. Talerco who practices out of Libertyville. I would also like the address for Dr. Sangerman who practices out of Mundelein.

Remember you were also going to obtain photographs of your present scarring.

Thank you for your cooperation.

Very truly yours,

HANS A. MAST

smq

S:\Main\DULBERG, PAUL\Letters\Letter to client 6-6-12.wpd

Waukegan Office
210 North Martin Luther King Jr. Avenue
Waukegan, IL 60085

†Also Licensed in Wisconsin

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
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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

May 16, 2012

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 be advised that we have filed suit on your behalf for injuries you suffered in the underlying accident of June 28, 2011.

As soon as defense counsel appears in the matter, I will contact you to meet and assist me with responding to certain discovery requests of the defense.

I look forward to meeting with you soon.

Very truly yours,

HANS A. MAST

smq

S:\Main\DULBERG, PAUL\Letters\Letter to client re suit filed 5-16-12.wpd

Waukegan Office
210 North Martin Luther
King Jr. Avenue
Waukegan, IL 60085

†*Also Licensed in Wisconsin*

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
McHenry, Illinois 60050
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Thomas J. Popovich
Hans A. Mast
John A. Kornak

Mark J. Vogg
Robert J. Lumber

February 19, 2015

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 your updated medical expense report itemizing your medical bills related to the underlying occurrence in the amount of $58,387.33.

Please review the medical expense report and advise me if there are any bills that we are missing related to your care in this case.

Very truly yours,

HANS A. MAST

smq
Enclosure

Waukegan Office
210 North Martin Luther
King Jr. Avenue
Waukegan, IL 60085

MEDICAL EXPENSE REPORT

PAUL DULBERG

DATE OF ACCIDENT: JUNE 28, 2011

DATE OF REPORT: NOVEMBER 20, 2013

MEDICAL EXPENSES

Paul Dulberg

Date of Accident: June 28, 2011

Date of Report: November 20, 2013

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

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

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 ..... 90.00
Total $9,319.00

Northwest Community Hospital
25709 Network Place
Chicago, IL 60673
847-618-4747 - Acct. 71265382
07/09/12 ..... $6,366.00 ..... $6,366.00

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

Alexian Brothers Medical Group
PO Box 5588
Belfast, ME 04915-5500
847-506-6622 - Acct. 315684A380
09/25/13 ..... $153.00 ..... $153.00

Walgreens
3925 W. Elm Street
McHenry, IL 60050
815-363-0722
06/28/11 ..... $48.68 ..... $48.68

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 ..... 126.68
Total $821.29

TOTAL EXPENSES: $58,367.72

Misc Expenses

Medical Supplies $19.61

Total Misc. Expenses $19.61

TOTAL ALL EXPENSES $58,387.33

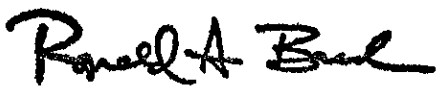
STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

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

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 22ND 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

McGUIRE DEFENDANTS' MOTION TO VACATE PROTECTIVE ORDER

Defendants, CAROLYN McGUIRE and BILL McGUIRE, by their attorneys, Cicero, France, Barch & Alexander, PC, herby 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 4/4/19.

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 22ND 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)

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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.

RBC

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 22ND 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

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 BILL MCGUIRE, Individually

Defendant(s)

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.

TWENTY-SECOND JUDICIAL CIRCUIT COURT McHENRY COUNTY ILLINOIS

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

Attorney for Plaintiff

Address 3416 W. Elm Street

City, State Zip McHenry, IL 60050

Telephone 815-344-3797

Prepared by Hans A. Mast

Attorney for Plaintiff

Attorney Registration No. 06203684

06/05/2012 13:55 18153444831 MDS INVESTIGATIONS PAGE 01/04

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:

OFFICIAL SEAL
DAWN SCHNEIDER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES
APRIL 8, 2014

Our Job Serial Number: 59136

CONTINUATION

NAME Dulberg, Paul

ADDRESS

DATE

8-10-11 here for NCV's → normal.
This is branch nerve injury
main median & ulnar nerves are nl
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 in 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 filing for disability for disc disease
& wanted to make sure this isn't
related to that

Exam: ↓ strength ~~entire~~ in (R) fourth digit abduction

normal adduction

c flexion of 5th 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
Fu p MRI. 15 min spent c pt

CONTINUATION

NAME Dulberg, Paul

ADDRESS

DATE

2-13-12 here for results MRI ⊖.

I do not know why pt has continued symptoms not sure why when he bends his little fingers things get worse c̄ pain in entire arm

I suggested getting a 3rd opinion c̄ Dr. Scott Sagerman

10 min spent c̄ pt

5/4/12 Per release records forwarded to Thomas Popovich PC (Hans Mast, 3416 W Elm Street McHenry IL 60050 (ok)

5-16-12 here for FU. I spoke c̄ Dr. Sagerman & he would like pt on neuropathic pain med.

Mr. Dulberg doesn't think the strength is improving. He also isn't sure the pain is that bad. It only lasts a few seconds.

Doing PT anything of smaller caliber brings the pain on right @ the scar site wearing wrist plant @ night helps

Will add Gabapentin for the 300mg QHS for 1 week then BID

Call 2 wks or sooner if side effects

6/1/12 PC from pt - he did some gardening work 2d ago and now his SXS are ↑ing. Per KFL - ↑ gabapentin to 600mg bid. Pt notified mdm

6/11/12 PC from pt - he is still noticing freq. twinges of pain / discomfort from the nerve when he uses the arm. Per KFL - ↑ to 600mg 1/2 bid and call ~~ef~~ in 2 wks if needed. — mdm

Pt notified.

7/16/12 Records faxed to SSA (ok)

ITEM 07-0576231

DATE: 7-28-2011 **ASSOCIATED NEUROLOGY, S.C.**

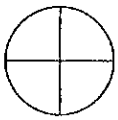
NAME Dulberg, Paul ☒ M ☐ F ☐ R ☐ L HANDED

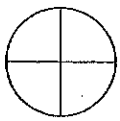
MENTAL STATUS

CRANIAL NERVES

☐ R ☐ 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

COORDINATION

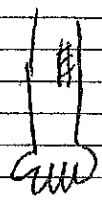
☐ R ☐ L

- ☐ FNF
- ☐ HKS

RAPID ALTERNATING MOVEMENTS

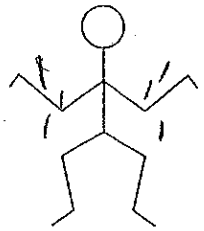
- ☐ TONGUE
- ☐ HANDS
- ☐ FINGERS
- ☐ FOOT

EXPLANATORY NOTES



REFLEXES

☐ R ☐ L



- ☐ HOFFMAN
- ☐ TROMNER
- ☐ PM
- ☐ GRASP
- ☐ SUCK
- ☐ SNOUT
- ☐ GLABELLAR
- ☐ JAW

GAIT

☐ R ☐ 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

	SUPINE (sitting)	STANDING
BP	104/68	
HR	72 16	

HEALTH QUESTIONNAIRE

ASSOCIATED NEUROLOGY, S.

Patient's Name: Dellberg, Paul Date: 7/28/11 Handedness: ☒ Right ☐ L

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.

- ☒ Headaches
- ☐ Dizzy or ☐ Fainting Spells
- ☐ Decreased Hearing
- ☐ Ringing In Ear
- ☐ Failing Vision ☐ Eye Pain
- ☐ Double or ☐ Blurred Vision
- ☐ Hoarseness
- ☐ Difficulty Swallowing
- ☐ Convulsions/Seizures
- ☐ Stroke ☐ Head Injury
- ☐ Tremor/Hands Shaking
- ☒ Muscle Weakness
- ☒ Numbness/Tingling Sensations
- ☐ Back Pain
- ☐ Foot Pain ☐ Cold Numb Feet
- ☐ Difficulty Sleeping
- ☐ Memory Loss ☐ Phoblas
- ☐ Difficulty Walking
- ☐ Difficulty Speaking
- ☐ Imbalance
- ☒ Neck Pain ☐ Facial Pain
- ☐ Meningitis/Encephalitis
- ☐ Weight Loss or ☐ Gain
- ☐ Unusual Fatigue/Loss of Energy
- ☐ Frequent Ear Infections
- ☐ Glaucoma ☐ Cataracts
- ☐ Frequent Nosebleeds
- ☐ Sinus Pain ☐ Sore Throat
- ☐ Teeth/Gum Pain/Bleeding
- ☐ Chronic Cough
- ☐ Hay Fever/Allergies
- ☐ Pneumonia/Pleurisy
- ☐ Bronchitis/Emphysema
- ☐ Asthma/Wheezing
- ☐ Shortness of Breath:
  - ☐ On Exertion ☐ Lying Flat
- ☐ Chest Pain or Tightness
- ☐ High Blood Pressure
- ☐ Heart Murmur
- ☐ Irregular Pulse ☐ Palpitations
- ☐ High Cholesterol/Fat
- ☐ Swollen Ankles ☐ Blood Clots
- ☐ Calf Pain When Walking
- ☐ Varicose Veins/Phlebitis
- ☐ Loss of Appetite (recent)
- ☐ Indigestion/Heartburn
- ☐ Persistent Nausea/Vomiting
- ☐ Peptic Ulcer/Abdominal Pain
- ☐ Gall Bladder Trouble
- ☐ Jaundice/Hepatitis
- ☐ Change in Bowel Habits
- ☒ Diarrhea ☒ Constipation
- ☐ Bowel Polyps ☐ Crohn's/Colitis
- Stools: ☐ Bloody ☐ Black ☐ Pale
- ☐ Hemorrhoids ☐ Hernia
- ☐ Urine Infections (frequent)
- Urination: ☐ Overnight > twice
  - ☐ Painful ☐ Bloody ☐ No Control
  - ☐ D e in Force/Flow
- ☐ Kidn ies
- ☐ Venereal Disease/Genital Warts
- ☐ Urethral Discharge
- ☐ Anemia ☐ Bruise Easily
- ☐ Cancer (Type) _____
- ☐ Diabetes ☐ Excessive Thirst
- ☐ Thyroid Disease
- ☐ Arthritis/Rheumatism
- ☐ Bone Fracture/Joint Injury
- ☐ Gout ☐ Osteoporosis
- ☐ Rashes ☐ Hives
- ☐ Eczema ☐ Psoriasis
- ☐ Nervousness ☐ Depression
- ☐ Moodiness ☐ Excessive Stress
- ☐ Mental Illness
- ☐ Chicken Pox ☐ Polio ☐ Mumps
- ☐ Measles ☐ German Measles
- ☐ Lyme Disease
- ☐ Rheumatic Fever ☐ Scarlet Fever
- ☐ Tuberculosis
- ☐ Herpes ☐ AIDS (HIV)
- ☐ Contact w/Blood or Body Fluids
- ☐ Blood Transfusions
- ☐ Sexual Problems

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 Birth

☐ 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	YEAR	ILLNESS OR OPERATION
	Left Arm After Nerve Trans				

MEDICATIONS

List all that you take include those you buy without a prescription.

Naproxin

DRUG ALLERGIES

None

FAMILY HISTORY

If any blood relative has suffered any of the following, please check below and indicate which relative.

- ☐ Epilepsy (Seizures)
- ☐ Migraine Headaches
- ☐ Stroke
- ☐ Other Neurologic Disease
- ☐ Mental Illness
- ☐ Glaucoma
- ☐ Diabetes
- ☐ Thyroid Goiter
- ☐ Hay Fever
- ☐ Asthma
- ☐ Anemia
- ☐ Bleeds Easily
- ☐ Clotting Disorder
- ☐ Arthritis
- ☐ Heart Disease
- ☐ High Blood Pressure
- ☐ High Cholesterol
- ☐ Alcoholism
- ☐ Genetic Disease
- ☐ 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 _____ 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.

- ☐ Angiogram _____
- ☐ CT Scan of Head _____
- ☐ CT Scan of Neck _____
- ☐ CT Scan of Lower Back _____
- ☐ MRI Scan of Head _____
- ☐ MRI Scan of Neck _____
- ☐ MRI Scan of Lower Back _____
- ☐ Neck X-Rays _____
- ☐ Lumbar Puncture (Spinal Tap) _____
- ☐ EEG (Brain Wave) _____
- ☐ EMG _____
- ☐ 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

℞

Neurontin 300 mg
dis #60 (sixty)
1 po BID

☐ Label

Refill - 0 - 1 - 2 - 3 - 4 - PRN

☒ May Substitute , M.D.

☐ May Not Substitute , M.D.

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 ([redacted])

D.O.B.: [redacted] **SS#**

Phone #: Home: ([redacted]) **Work:**

Send additional copy of report to: 729-5

Diagnosis s/p trauma R/o neuroma or nerve or tendon disruption

☐ **MRI**
- ☐ Brain
- ☐ C-Spine
- ☐ T-Spine
- ☐ LS-Spine
- ☐ With Contrast
- ☐ Without Contrast
- ☐ anesthesiology administer sedation is medically necessary because of

☐ **MRA**
- ☐ Intracranial
- ☐ Extracranial

☒ MRI upper ext. (R) non joint C 85 gad

☐ **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

MEDICAL HISTORY

Initial Symptoms Onset: Immediate Gradual Date of Injury 6/28/2011

41 Year old R/L/A handed F/M:

patient @ 5 month old of Laceration @ chain saw 2½ inch hole in forearm & it was sutured @ the ER. Pt was no bone or major nerve damage. Patient have due to shooting pains up & down arm & sleep disturbance also interfering with work. DR LEVIN Thinks nerve damage or tendon.

40% of forearm arm damage @ initial date of injury

Current Symptoms

Location: Right FOREARM / ULNARSIDE 2/3 @ rest @ night 7/8.

Pain: Mild Moderate Severe
Intermittent Continuous
Sleep disturbance
Sensory: Th I M R S Tingling
Intermittent Continuous
Numbness Tingling Paresthesias

Other: Swelling (−)
Stiffness
Triggering (−)
Crepitus (−)
Cold intolerance (−)
Color Change (−)
Mass (−)

Left (−)
Mild Moderate Severe
Intermittent Continuous
Sleep disturbance
Sensory: Th I M R S
Intermittent Continuous
Numbness Tingling Paresthesias
Swelling
Stiffness
Triggering
Crepitus
Cold intolerance
Color Change
Mass

(Neurology Karen Levin)

(R) volar medial forearm

Previous similar symptoms/injury: No Yes

EMG/NCS (−) 8/11

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)

+ intermittent shooting pain
- N/T intermittent ring + small
- grip weakness ∅ endurance
- ∅ therapy
-

Previous tests and results

EMG/NCV: No/Yes DR. LEVIN
MRI: No/Yes
X-Ray: No/Yes 6/28/11

Arthrogram: No/Yes
Bone Scan: No/Yes
CAT scan: No/Yes

Height 5'10" Weight 165 BMI

OT

Occupation/Hobbies: Graphic desiner.

Referred By DR. LEVIN. Age 41
Date 12/21/11

Examined in the presence of (KD) Name: DULBERG, PAUL

(+) nautical
(−) frameworks

CONTINUATION

NAME Dulberg, Paul

ADDRESS

DATE

2-4-13

Exam normal

Imp: ① migraine - use Frova (#2)
Moxall 10mg (#2)
Relpax (#2)

Call c̄ which one works best.

② parathesias - continue Gabapentin 900 mg BID

5/29/13 PC from pt. he had a severe migraine last night & tried samples but all he did was upmit them up. Pt lost his bowels too. Pt stated he just "passed out from pain" last night and awoke this morning c̄ no pain - but a numb feeling. Pt not sure how to prepare/prevent next episode. Per KFC - pt can try 10mg NS. samples given to pt. mdm

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 mdm

8-14-13 here for F.U. Had been doing well so he self stopped taking the Gabapentin. He has been noticing spells of tingling & burning across scar area then notices contraction in scar area & his entire hand including wrist area contracts & curls up. Stays a few second
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.

ITEM 07-0576231/8290

CONTINUATION

NAME Dulberg, Paul

ADDRESS

8-14-13 cont Has not headache since 5/13. DATE

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 will restart it @ 300 BID. Warned him not to stop "cold turkey" would need tapering.

call 2 weeks for possible ↑.

[signature]

9.25.13 Pt called Saw Dr. Kugawa today and was told to call us to up his Gabapentin to 800 mg per day. Explained to Pt when we received report from Dr Kugawa we would call him back with K+D recommendations.

9/30/13 Explained to pt that it is in his best interest to have Dr Kugawa manage his care from this point. She has more to offer pt. Pt voiced understanding + will b/u i [illegible] [illegible]

ITEM 07-0576231/8290

MEDICAL EXPENSES

Paul Dulberg

Date of Accident: June 28, 2011

Date of Report: November 20, 2013

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

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

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 ..... 90.00
Total $9,319.00

Northwest Community Hospital
25709 Network Place
Chicago, IL 60673
847-618-4747 - Acct. 71265382
07/09/12 ..... $6,366.00 ..... $6,366.00

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

Alexian Brothers Medical Group
PO Box 5588
Belfast, ME 04915-5500
847-506-6622 - Acct. 315684A380
09/25/13 ..... $153.00 ..... $153.00

Walgreens
3925 W. Elm Street
McHenry, IL 60050
815-363-0722
06/28/11 ..... $48.68 ..... $48.68

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 ..... 126.68
Total $821.29

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 **Internal Note:** per psychiatrist Dr. McMasters, stopped again in Feb 2014 ("cant afford it") **Note:** 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 **Note:** 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 **Internal Note:** Dr. Naemeka Onwuta	11/06/14	entered
Vitamin D3 2,000 unit tablet 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).

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	[redacted]	**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 "feesl 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 restain his large dog,

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
fluoxetine 20 mg capsule 1 tab at 6a & 6p **Internal Note:** per psychiatrist Dr. McMasters, stopped again in Feb 2014 ("cant afford it") **Note:** stopped on his own in September 2013	09/25/13 entered
gabapentin 300 mg capsule as directed up to 10 tabs/day **Internal Note:** 900-900-1200 (3000mg/day) **Note:** stopped in January 2014 (ran out), restarted May 2014, increased in August 2014	08/14/14 prescribed
naproxen 500 mg tablet 1 tab at 6am & 6pm	09/25/13 entered
Neurontin 600 mg tablet 1.5 tabs at 8a and 12noon, and 2 tabs at bedtime; scored-tabs	11/06/14 prescribed
oxybutynin chloride ER 5 mg tablet,extended release 24 hr Take 1 tablet(s) every day by oral route.	11/06/14 entered
tamsulosin ER 0.4 mg capsule,extended release 24 hr daily	11/06/14 entered
tizanidine 4 mg tablet daily for neck spasms **Internal Note:** Dr NNaemeka Onwuta	11/06/14 entered
Vitamin D3 2,000 unit tablet 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

Name	DULBERG, PAUL (44, M) ID# 315684	**Appt. Date/Time**	08/14/2014 02:30PM
DOB	[redacted]	**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 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

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	
cyclobenzaprine 10 mg tablet TK 1 T PO UP TO TID PRN FOR MUSCLE SPASM **Internal Note:** for neck spasm taken only for 5 days	07/17/14	filled
Fish Oil 1200mg daily	09/25/13	entered
fluoxetine 20 mg capsule 1 tab at 6a & 6p **Internal Note:** per psychiatrist Dr. McMasters, stopped again in Feb 2014 ("cant afford it") **Note:** stopped on his own in September 2013	09/25/13	entered
gabapentin 300 mg capsule as directed up to 10 tabs/day **Note:** stopped in January 2014 (ran out), restarted May 2014, increased in August 2014	08/14/14	prescribed
naproxen 500 mg tablet 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

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

OP: inj = laceration to (R) forearm
- TX he rendered was Related
- Cubital tunnel TX NOT Related to acc
- (D) cubital tunnel probably not from "overcompensating" that type of inj usually causes

MEMORANDUM

TO: Hans

C: File

FROM: Bob

DATE: October 30, 2013

SUBJECT: **DISCOVERY DEPOSITION OF DR. SCOTT SAGERMAN**

CASE: PAUL DULBERG

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 neuroysis". 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 9th. 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 then 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 is 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 proceeding 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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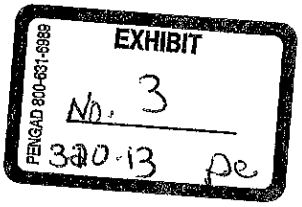

MidAmerica
Hand to Shoulder Clinic

OAKBROOK TERRACE
1 TransAm Plaza Drive,
Ste. 460
Oakbrook Terrace, IL 60181
P 630.317.7007
F 630.317.7088

LOCKPORT
16610 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
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.

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, MD

Marcus G. Talerico, M.D.

Referred by: Dr. Karen Levin
Primary Care Physician: Dr. Sek
Other: n/a

Fax Created - Dated 12/5/2011 9:13:03 AM - Referring Physician MC

MidAmerica Hand to Shoulder Clinic

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Oakbrook Terrace, IL 60181	Lockport, IL 60441	Palos Hills, IL 60465	Libertyville, IL 60048	Schaumburg, IL 60173
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F 630.317.7088	F 708.237.7201	F 708.237.7201	F 847.247.0540	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 complaints 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[illegible]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.

Referred by: Dr. Karen Levin
Other: Hans Mast(Attorney)

Fax Created: Dated: 7/9/2012 3:25:12 PM
Fax Created: Dated: 7/10/2012 8:13:28 PM

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND 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

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.

RBA

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. Redd

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. CIR. CLK.

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):

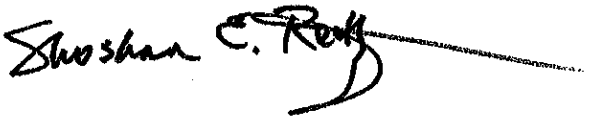
1. Dr. Kujawa's discovery deposition was taken on 7/23/14 and plaintiff's last medical treatment at that time was in May 2014 with Dr. Kujawa.

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 22ND 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

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.

RBL

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

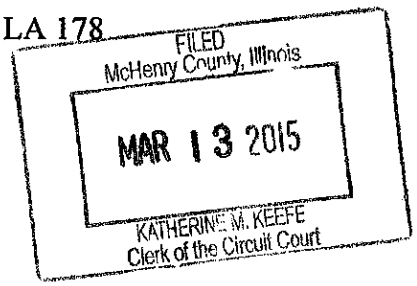
Shoshan E. Redd

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

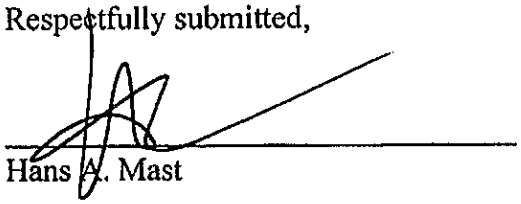
NOW COME the LAW OFFICES OF THOMAS J. POPOVICH, P.C., attorneys for the Plaintiff, PAUL DULBERG, and hereby move to withdraw as counsel for the Plaintiff in this cause pursuant to Supreme Court Rule 13. In support of said Motion, the attorneys hereby state as follows:

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

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),

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: 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. 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 22ND 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 **NOTICE OF DISCOVERY DEPOSITION**

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

D

On **December 27, 2012, at 1:30 p.m.**, at the Law Offices of Thomas J. Popovich, 3416 West Elm Street, McHenry, Illinois, the discovery deposition of **PAUL DULBERG** will be taken before a certified court reporter on oral interrogatories for discovery in this case.

RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700 fax: 226-7701

CERTIFICATE OF SERVICE

I certify that on November 20, 2012, I served this notice by mailing a copy to each person to whom it is directed.

cc: Deb Fisher Reporting

depnot.plf (mj)

THOMAS J. POPOVICH, P.C.
3416 W. ELM ST
MCHENRY, IL 60050
ATTN: HANS A. MAST

Not Ordered

CASE NAME: DULBERG v GAGNON, ET AL.

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

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

0245281968.1/SKO/ACCARDO/mtl

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

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. 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

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

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

D

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

TMF

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

0245281968.1/SKO/ACCARDO/md

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL DISTRICT
McHENRY COUNTY, ILLINOIS

11/20

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

NOTICE OF DISCOVERY DEPOSITION(S)

D ✓

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 Building

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 Accardo
PERRY A. ACCARDO
Firm No.: 19859
E-MAIL ADDRESS:
ILLINOISLEGAL@ALLSTATE.COM
Attorney Bar No.: 6228720
Attorney for Defendant(s):
David Gagnon

0245281968.1/SKO/ACCARDO/md

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 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 Accardo
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 DL

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 8/30/23, 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

THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG, Plaintiff, v. THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST, Defendants.	)	No.: 17 LA 377

NOTICE OF FILING

TO: George Flynn (gflynn@clausen.com)
Clausen Miller, P.C.
10 South LaSalle Street, 16th Floor
Chicago IL 60603

PLEASE TAKE NOTICE that on **June 7, 2018** I caused to be filed with the Clerk of the Circuit Court of McHenry County, Illinois the attached *Plaintiff's First Amended Complaint at Law.*

Thomas W. Gooch, III

PROOF OF SERVICE

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedures, the undersigned certifies that she served a copy of the foregoing to whom it is addressed via the McHenry County I2File Efile System and via email transmission to on June 7, 2018.

THE GOOCH FIRM
209 South Main Street
Wauconda, Illinois 60084
847 526 0110
gooch@goochfirm.com
office@goochfirm.com
ARDC No.: 3123355

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

S:\Main\DULBERG, PAUL\Notices\Notice of Filing 9-27-12.wpd

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

S:\Main\DULBERG, PAUL\Notices\Notice of Filing 2-4-13.wpd

THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY SECOND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS

PAUL DULBERG, Plaintiff, v. THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST, Defendants.	)	No.: 17 LA 377

NOTICE OF FILING

TO: George Flynn (gflynn@clausen.com)
Clausen Miller, P.C.
10 South LaSalle Street, 16th Floor
Chicago IL 60603

PLEASE TAKE NOTICE that on **August 17, 2018** I caused to be filed with the Clerk of the Circuit Court of McHenry County, Illinois the attached, *Plaintiff's Response to Defendant's Motion to Dismiss First Amended Complaint at Law*.

Thomas W. Gooch, III, Esq.

PROOF OF SERVICE

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedures, the undersigned certifies that she served a copy of the foregoing to whom it is addressed via the McHenry County I2File Efile System and via email on August 17, 2018.

THE GOOCH FIRM
209 South Main Street
Wauconda, Illinois 60084
847 526 0110
gooch@goochfirm.com
office@goochfirm.com
ARDC No.: 3123355

THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Katherine M. Keefe
Clerk of the Circuit Court
******Electronically Filed******
Transaction ID: 17111147104
17LA000377
03/27/2018
McHenry County, Illinois
22nd Judicial Circuit
****

PAUL DULBERG, Plaintiff, v. THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST, Defendants.	))))))))	No.: 17 LA 377

NOTICE OF FILING

TO: George Flynn (gflynn@clausen.com)
Clausen Miller, P.C.
10 South LaSalle Street, 16th Floor
Chicago IL 60603

PLEASE TAKE NOTICE that on **March 27, 2018** I caused to be filed with the Clerk of the Circuit Court of McHenry County, Illinois the attached *Response to Defendant's Combined Motion to Dismiss.*

Thomas W. Gooch, III, Esq.

PROOF OF SERVICE

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedures, the undersigned certifies that she served a copy of the foregoing to whom it is addressed via the McHenry County I2File Efile System and via email transmission to on March 27, 2018.

THE GOOCH FIRM
209 South Main Street
Wauconda, Illinois 60084
847 526 0110
gooch@goochfirm.com
office@goochfirm.com
ARDC No.: 3123355

Received 03-27-2018 01:48 PM / Circuit Clerk Accepted on 03-28-2018 09:49 AM / Transaction #17111147104 / Case #17LA000377

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 6/6/16, 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 6/6/16, with proper postage prepaid.

Signature

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND 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 **30th 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.

RBC

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 22ND 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

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 **16th 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

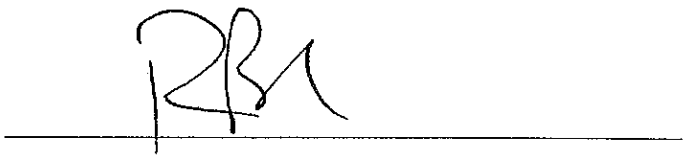
CERTIFICATE OF SERVICE

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 22ND 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 **30th 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.

RBC

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 22ND 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.	)	

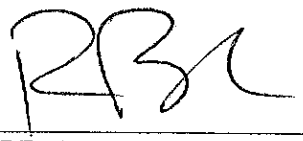
NOTICE OF MOTION

TO: ATTACHED SERVICE LIST

YOU ARE HEREBY notified that on the **30th 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)

27 9517 00 7

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS

Katherine M. Keefe
Clerk of the Circuit Court
****Electronically Filed****
Transaction ID: 17111133930
17LA000377
02/07/2018
McHenry County, Illinois
22nd Judicial Circuit
****

PAUL DULBERG, Plaintiff, vs. THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST, Defendants.	)	No. 17LA000377

NOTICE OF MOTION

TO: Mr. Thomas W. Gooch, III
The Gooch Firm
209 S. Main Street
Wauconda, IL 60084
gooch@goochfirm.com

On **February 27, 2018 at 9:00 a.m.**, or as soon thereafter as counsel may be heard, we shall appear before the **Honorable Judge Thomas A. Meyer**, or any Judge sitting in his stead in **Courtroom 201,** in the **McHenry County Government Center, 2200 N. Seminary Avenue, Woodstock, Illinois** and present **Defendants' Combined Motion to Dismiss**, a copy of which is attached and served upon you herewith.

/s/ George K. Flynn

GEORGE K. FLYNN
CLAUSEN MILLER P.C.

GEORGE K. FLYNN
CLAUSEN MILLER P.C.
ARDC No. 6239349
10 South LaSalle Street
Chicago, Illinois 60603-1098
312-855-1010
Attorneys for Defendants

1615981.1

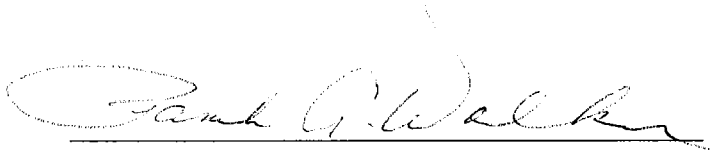
Received 02-07-2018 01:20 PM / Circuit Clerk Accepted on 02-08-2018 09:41 AM / Transaction #17111133930 / Case #17LA000377

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing document was caused to be served by Email and/or U.S. Mail by depositing same in the U.S. Mail at 10 S. LaSalle Street, Chicago, IL 60603, and properly addressed, with first class postage prepaid, on the 7th day of February, 2018, addressed to counsel of record as follows:

Mr. Thomas W. Gooch, III
The Gooch Firm
209 S. Main Street
Wauconda, IL 60084
gooch@goochfirm.com

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 Certificate of Service are true and correct.



Received 02-07-2018 01:20 PM / Circuit Clerk Accepted on 02-08-2018 09:41 AM / Transaction #17111133930 / Case #17LA000377
Page 2 of 2

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND 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

NOTICE OF MOTION

TO: ATTACHED SERVICE LIST

YOU ARE HEREBY notified that on the **22nd 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.

RBC

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 6/6/16, with proper postage prepaid.

Signature

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
McHenry County, Illinois
MAR 13 2015
KATHERINE M. KEEFE
Clerk of the Circuit Court

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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Sent To: Paul Dulberg
Street, Apt. or PO Box: 4606 Hayden Court
City, State,: McHenry, IL 60051

PS Form 3800, August 2006 — See Reverse for Instructions

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

COPY

FILED
McHenry County, Illinois
JUL 31 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

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

S:\Main\DULBERG, PAUL\Notices\Notice of Motion 7-24-12.wpd

27 9517 00 7

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS

PAUL DULBERG,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 17LA000377
	)	
THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST,	)	
	)	
	)	
Defendants.	)	

NOTICE OF MOTION

TO: Mr. Thomas W. Gooch, III
The Gooch Firm
209 S. Main Street
Wauconda, IL 60084
gooch@goochfirm.com

On **July 20, 2018 at 9:00 a.m.**, or as soon thereafter as counsel may be heard, we shall appear before the **Honorable Judge Thomas A. Meyer**, or any Judge sitting in his stead in **Courtroom 201,** in the **McHenry County Government Center, 2200 N. Seminary Avenue, Woodstock, Illinois** and present **Defendants' Motion to Dismiss and Memorandum in Support of Defendants' Motion to Dismiss First Amended Complaint at Law**, copies of which is attached and served upon you herewith.

/s/ George K. Flynn

GEORGE K. FLYNN
CLAUSEN MILLER P.C.

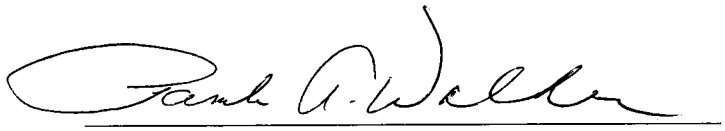
GEORGE K. FLYNN
CLAUSEN MILLER P.C.
ARDC No. 6239349
10 South LaSalle Street
Chicago, Illinois 60603-1098
312-855-1010
Attorneys for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing document was caused to be served by Email on the 5th day of July, 2018, addressed to counsel of record as follows:

Mr. Thomas W. Gooch, III
The Gooch Firm
209 S. Main Street
Wauconda, IL 60084
gooch@goochfirm.com

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 Certificate of Service are true and correct.



IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS

PAUL DULBERG,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 17LA000377
	)	
THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST,	)	
	)	
	)	
Defendants.	)	

DEFENDANTS' MOTION TO DISMISS

Defendants, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST, by and through their attorneys, GEORGE K. FLYNN, and CLAUSEN MILLER P.C., pursuant to 735 ILCS 5/2-615, move to dismiss Plaintiff's First Amended Complaint at Law, and state as follows:

1. The Plaintiff Paul Dulberg ("Dulberg") retained defendants The Law Offices of Thomas J. Popovich P.C. ("Popovich") to prosecute a personal injury claim on his behalf against his next door neighbors, Carolyn and Bill McGuire and their adult son (Dulberg's lifelong friend), David Gagnon ("Gagnon")). Hans Mast ("Mast") handled the case for the firm. This legal malpractice case arises out of that underlying personal injury case.

2. It is clearly established that Illinois is a fact pleading jurisdiction, requiring the plaintiff to present a legally and factually sufficient complaint. *Winfrey v. Chicago Park Dist.*, 274 Ill. App. 3d 939, 942 (1st Dist. 1995). A plaintiff must allege facts sufficient to bring his or her claim within the cause of action asserted. *Jackson vs. South Holland Dodge,* 197 Ill. 2d 39 (2001).

3. In Illinois, to establish a legal malpractice claim, a plaintiff must plead and prove the existence of an attorney client relationship; a duty arising from that relationship; a breach of that duty, the proximate causal relationship between the breach of duty and the damage sustained; and actual damages. *Glass v. Pitler*, 276 Ill. App. 3d 344, 349 (1st Dist. 1995).

4. The plaintiff in a legal malpractice claim must plead a case within the case. *Ignarski v. Norbut*, 271 Ill. App. 3d 522 (1st Dist. 1995).

5. Dulberg fails to allege requisite facts in support of a legal malpractice claim, including each and every element of the "underlying" case or "case within the case" against the McGuires.

6. Dulberg's complaint must be dismissed pursuant to 735 ILCS 5/2-615.

WHEREFORE, Defendants, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST, pursuant to 735 ILCS 5/2-615, respectfully request this Honorable Court dismiss Plaintiff's First Amended Complaint at Law with prejudice, and for any further relief this Court deems fair and proper.

/s/ George K. Flynn

GEORGE K. FLYNN
CLAUSEN MILLER P.C.

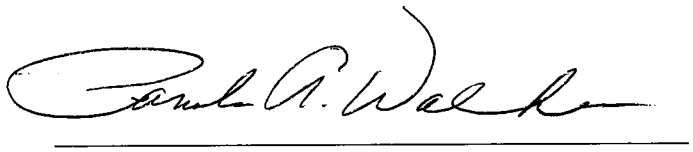
GEORGE K. FLYNN
CLAUSEN MILLER P.C.
ARDC No. 6239349
10 South LaSalle Street
Chicago, Illinois 60603-1098
(312) 855-1010
Attorneys for Defendants
gflynn@clausen.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing document was caused to be served by Email on the 5th day of July, 2018, addressed to counsel of record as follows:

Mr. Thomas W. Gooch, III
The Gooch Firm
209 S. Main Street
Wauconda, IL 60084
gooch@goochfirm.com

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 Certificate of Service are true and correct.



27 9517 00 7

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS

PAUL DULBERG,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 17LA000377
	)	
THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST,	)	
	)	
Defendants.	)	

MEMORANDUM IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS FIRST AMENDED COMPLAINT AT LAW

Defendants, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST, by and through their attorneys, GEORGE K. FLYNN, and CLAUSEN MILLER P.C., pursuant to 735 ILCS 5/2-615, submit this Memorandum in Support of Defendants' Motion to Dismiss Plaintiff's First Amended Complaint at Law with prejudice, and state as follows:

I. INTRODUCTION

The Plaintiff Paul Dulberg ("Dulberg") retained defendants The Law Offices of Thomas J. Popovich P.C. ("Popovich") to prosecute a personal injury claim on his behalf against his next door neighbors, Carolyn and Bill McGuire and their adult son (Dulberg's lifelong friend), David Gagnon ("Gagnon")). Hans Mast ("Mast") handled the case for the firm. Dulberg was on the McGuires' property, assisting Gagnon trim some tree branches with a chainsaw, when Dulberg's right arm was lacerated by the chainsaw. Dulberg agreed to a settlement with the McGuires. Thereafter, he and Mast reached an impasse. Mast and the firm withdrew, and successor counsel continued to prosecute the case against Gagnon.

Dulberg now has a case of "buyer's remorse," admitting that he reluctantly agreed to accept the McGuires' settlement offer. He has attempted to state a claim against Popovich and Mast for legal malpractice. However, he has not plead the requisite elements of a legal malpractice case against Popovich and Mast, or the requisite elements of the underlying case (the "case within the case").

II. PROCEDURAL HISTORY

On November 28, 2017, Plaintiff filed his single count Complaint at Law for legal malpractice. Defendants moved to dismiss. On May 10, 2018, the Court granted Defendants' Motion to Dismiss pursuant to 735 ILCS 5/615 (see Order attached as Exhibit 1). During the hearing on Defendants' Motion to Dismiss, Judge Meyer ordered that the Plaintiff plead with more particularity and specificity regarding any allegations that he was misled. The Court also ordered the Plaintiff to provide more specificity and particularity with respect to any claims that information provided by Defendants to the Plaintiff was false and misleading. Plaintiff filed its First Amended Complaint at Law on June 7, 2018.

III. STATEMENT OF FACTS

A. The Following Facts Can Be Gleaned From The First Amended Complaint (Exhibit 2) and Its Exhibits

On June 28, 2011, Dulberg was assisting David Gagnon in the cutting down of a tree on the property of Carolyn and Bill McGuire. (Exhibit 2, ¶ 6). Gagnon lost control of the chainsaw and caused personal injury to Dulberg. (Exhibit 2, ¶ 7). In May of 2012, Dulberg retained Popovich. (Exhibit 2, ¶8). On May 15, 2012, Mast filed a Complaint on behalf of Dulberg against Gagnon and the McGuires in the Circuit Court of McHenry County, Illinois, Case No, 12

LA 178. (Exhibit 2, ¶ 9, and Exhibit 2B)[1]. In late 2013, Dulberg settled with the McGuires and executed a Release in their favor in exchange for the payment of $5,000.00. The McGuires and their insurance carrier, Auto Owners Insurance Company, were released. (Exhibit 2, ¶ 18 and Exhibit 2D). Defendants continued to represent Dulberg until March 2015. (Exhibit 2, ¶ 21). Dulberg retained successor counsel and proceeded to a binding mediation and received a mediation award (Exhibit 2, ¶ 24 and Exhibit 2G). After the mediation, Dulberg allegedly realized for the first time that the information Mast and Popovich had given him was false and misleading and that the dismissal of the McGuires was a serious and substantial mistake. He was advised to seek an independent opinion from an attorney handling legal malpractice matters and received that opinion on or about December 16, 2016. (Exhibit 2, ¶ 28-29).

B. Alleged Acts of Negligence

Popovich's and Mast's alleged malpractice revolves around the settlement of the underlying case between Dulberg and McGuires. The allegations of a breach of the standard of care are all contained in ¶ 31, subsections a) through o) inclusive. Paragraph 31 states as follows:

> 31. MAST and POPOVICH, jointly and severally, breached the duties owed DULBERG by violating the standard of care owed DULBERG in the following ways and respects:
>
> a) Failed to take such actions as were necessary during their representation of DULBERG to fix liability against the property owners of the subject property (the McGuires) who employed Gagnon, and sought the assistance of DULBERG, for example hiring a liability expert;
>
> b) Failed to thoroughly investigate liability issues against property owners of the subject property;

[1] The exhibits to the underlying complaint in Case No. 12 LA 178 will be referenced as Exhibits 2A, 2B, 2C, 2D, 2E, 2F, and 2G.

c) Failed to conduct necessary discovery, so as to fix the liability of the property owners to DULBERG, for example hiring a liability expert;

d) Failed to investigate the insurance policy amounts of the McGuires and Gagnon;

e) Incorrectly informed DULBERG that Gagnon's insurance policy was "only $100,000.00" and no insurance company would pay close to that;

f) Failed to understand the law pertaining to a property owner's rights, duties and responsibilities to someone invited onto their property by consulting an expert regarding these issues;

g) Improperly urged DULBERG to accept a nonsensical settlement from the property owners, and dismissed them from all further responsibility;

h) Failed to appreciate and understand further moneys could not be received as against Gagnon, and that the McGuires and their obvious liability were a very necessary party to the litigation;

i) Falsely advised DULBERG throughout the period of their representation, that the actions taken regarding the McGuires was proper in all ways and respects, and that DULBERG had no choice but to accept the settlement;

j) Coerced DULBERG, verbally and through emails, into accepting the settlement with the McGuires for $5,000.00 by misleading him into believing that [sic] had no other choice but to accept the settlement or else "the McGuires will get out for FREE on a motion".

k) Concealed from DULBERG the necessary facts for him to make an informed decision as to the McGuires, instead coercing him verbally and through emails into signing a release and settlement agreement and accept a paltry sum of $5,000.00 for what was a grievous injury;

l) Failed to properly explain to DULBERG all ramifications of accepting the McGuire settlement, and giving him the option of retaining alternative counsel to review the matter;

m) Continually reassured DULBERG that the course of action as to the property owners was proper and appropriate;

n) Failed to retain a liability expert to prove DULBERG's damages;

o) Were otherwise negligent in their representation of DULBERG.

IV. DULBERG FAILS TO STATE A CLAIM FOR LEGAL MALPRACTICE UNDER 735 ILCS 5/2-615

A. Legal Standard

It is clearly established that Illinois is a fact pleading jurisdiction, requiring the plaintiff to present a legally and factually sufficient complaint. *Winfrey v. Chicago Park Dist.*, 274 Ill. App. 3d 939, 942 (1st Dist. 1995). A plaintiff must allege facts sufficient to bring his or her claim within the cause of action asserted. *Jackson vs. South Holland Dodge,* 197 Ill. 2d 39 (2001). To pass muster a complaint must state a cause of action in two ways: first, it must be legally sufficient -- it must set forth a legally recognized claim as its avenue of recovery, and second, the complaint must be factually sufficient -- it must plead facts, which bring the claim within a legally recognized cause of action as alleged. *People ex rel. Fahner v. Carriage Way West, Inc.*, 88 Ill. 2d 300, 308 (1981). Dismissal of a complaint is mandatory if one fails to meet both requirements. *Misselhorn v. Doyle*, 257 Ill. App. 3d 983, 985 (5th Dist. 1994). In ruling on a Section 2-615 motion, "only those facts apparent from the face of the pleadings, matters of which the court can take judicial notice, and judicial admissions in the record may be considered." *Mount Zion State Bank and Trust v. Consolidated Communications, Inc.*, 169 Ill. 2d 110, 115 (1995).

In Illinois, to establish a legal malpractice claim, a plaintiff must plead and prove the existence of an attorney client relationship; a duty arising from that relationship; a breach of that duty, the proximate causal relationship between the breach of duty and the damage sustained; and actual damages. *Glass v. Pitler*, 276 Ill. App. 3d 344, 349 (1st Dist. 1995). The injuries

resulting from legal malpractice are not personal injuries but pecuniary injuries to intangible property interests. *Glass* at 349. Damages must be incurred and are not presumed. *Glass* at 349. It is the plaintiff's burden to establish that "but for" the attorney's negligence, the client would not have suffered the damages alleged. *Glass* at 349. "The proximate cause element of legal malpractice claim requires that the plaintiff show that but for the attorney's malpractice, the client would have been successful in the undertaking the attorney was retained to perform. *Green v. Papa*, 2014 IL App. (5th) 1330029 (2014), quoting *Owens v. McDermott Will & Emery*, 316 Ill. App. 340 (1st Dist. 2000), at 351. The plaintiff in a legal malpractice claim must plead a case within the case. *Ignarski v. Norbut*, 271 Ill. App. 3d 522 (1st Dist.1995).

B. Dulberg Fails to Plead Facts in Support of His Conclusory Allegations

Dulberg's second attempt at stating a claim fairs no better than his first. He still fails to plead with specificity and particularity as to how he was misled, or how any information provided to him was false and misleading. His allegations are pled in conclusory fashion throughout. He also fails to plead any facts concerning the McGuires' liability in the underlying case. His allegations concern the viability of a tort claim against property owners. Accordingly, he must plead facts in support of the property owners' [the McGuires] liability in the underlying case. Instead, Dulberg pleads only conclusions. More is necessary under Illinois law.

Dulberg has failed to follow the court's direction from the hearing on Defendant's Motion to Dismiss. The allegations of negligence contained in ¶ 31 fail to allege any facts in support of the conclusions. For example, what necessary discovery was not conducted? (¶ 31 (c)) What is the law pertaining to a property owner's duties and responsibilities? (¶ 31 (f)). How did defendants falsely advise Dulberg that the actions taken regarding the McGuires was proper? (¶ 31 (i)). What was concealed from Dulberg? (¶ 31 (k)). The bottom line is that Dulberg has yet to explain how the McGuires would have been found liable. The only thing that can be gleaned

from the facts alleged in the Complaint and First Amended Complaint, is that Dulberg was injured on their property. He fails to explain how the McGuire's breached any duty to him, and how they would have been liable.

Additionally, Dulberg's allegations of coercion are not supported by his own pleadings. It is reasonably inferred from the pleadings that Dulberg had ample time to retain another attorney (in fact later he did). Exhibit E to his First Amended Complaint establishes that he deliberated over the decision to settle, and mailed a signed release back to Mast. So how was he coerced, when he alleges that he met with Mast, and then later mailed the executed release?

Moreover, his allegations regarding the failure to retain an expert are unsupported. He also fails to explain why his successor counsel did not retain an expert at the appropriate time if necessary. Lastly, Dulberg can never properly allege proximately caused damages regarding the allegation in ¶ 31 (e), that Gagnon's insurance coverage was $300,000 and not $100,000. In fact, Dulberg admits in ¶ 24 that he recovered $300,000 in available coverage from Gagnon. If Mast incorrectly reported the available coverage, it did not cause any damage, as Dulberg's successor counsel was apparently able to recover the full amount of available coverage against the individual who injured Dulberg with a chainsaw.

Under Illinois fact pleading requirements, much more is needed. In a case of alleged professional liability, the plaintiff cannot simply allege in conclusory terms that the defendants were negligent, and that the Plaintiff could have proved up liability against the underlying defendants. He must allege why and how. Dulberg has failed twice. His First Amended Complaint must be dismissed with prejudice pursuant to 735 ILCS 5/2-615.

V. CONCLUSION

WHEREFORE, Defendants, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST, pursuant to 735 ILCS 5/2-615 respectfully request this Honorable Court dismiss Plaintiff's Complaint with prejudice, and for any further relief this Court deems fair and proper.

/s/ George K. Flynn

GEORGE K. FLYNN
CLAUSEN MILLER P.C.

GEORGE K. FLYNN
CLAUSEN MILLER P.C.
ARDC No. 6239349
10 South LaSalle Street
Chicago, Illinois 60603-1098
(312) 855-1010
Attorneys for Defendants
gflynn@clausen.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing document was caused to be served by Email and/or U.S. Mail by depositing same in the U.S. Mail at 10 S. LaSalle Street, Chicago, IL 60603, and properly addressed, with first class postage prepaid, on the 5th day of July, 2018, addressed to counsel of record as follows:

Mr. Thomas W. Gooch, III
The Gooch Firm
209 S. Main Street
Wauconda, IL 60084
gooch@goochfirm.com

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 Certificate of Service are true and correct.



EXHIBIT 1

Ln. 6

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

FILED
McHenry County, Illinois
MAY 10 2018
KATHERINE M. KEEFE
Clerk of the Circuit Court

GEN. NO. 17 LA 377
☐ Jury ☐ Non-Jury

Dulberg vs. Mast, et al

Date: 5-10-18 Plaintiff's Attorney S. Walczyk Defendant's Attorney G Flynn

ORDER

This matter before the Court on hearing on Defendants' combined Motion to Dismiss, both parties present by counsel, the Court fully advised in the premises

IT IS ORDERED:

1. Defendants' 2-615 motion to Dismiss is granted, and the 2-619 Motion is denied
2. Plaintiff granted 28 days (6/7/18) to file a First Amended Complaint
3. Defendants granted 28 days (7/5/18) thereafter to Answer or otherwise plead
4. Matter is set for status of pleadings on July 20, 2018 at 9:00 am in 201.

Prepared by: S. Walczyk/Leach Firm
Attorney for: Dulberg
Attorney Registration No.: 6315819

Judge:

EXHIBIT 2

THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Katherine M. Keefe
Clerk of the Circuit Court
****Electronically Filed****
Transaction ID: 17111166062
17LA000377
06/07/2018
McHenry County Illinois
22nd Judicial Circuit
****

PAUL DULBERG,
Plaintiff,

v.

THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST,
Defendants.

No.: 17 LA 377

NOTICE OF FILING

TO: George Flynn (gflynn@clausen.com)
Clausen Miller, P.C.
10 South LaSalle Street, 16th Floor
Chicago IL 60603

PLEASE TAKE NOTICE that on **June 7, 2018** I caused to be filed with the Clerk of the Circuit Court of McHenry County, Illinois the attached *Plaintiff's First Amended Complaint at Law.*

Thomas W. Gooch, III

PROOF OF SERVICE

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedures, the undersigned certifies that she served a copy of the foregoing to whom it is addressed via the McHenry County I2File Efile System and via email transmission to on June 7, 2018.

THE GOOCH FIRM
209 South Main Street
Wauconda, Illinois 60084
847 526 0110
gooch@goochfirm.com
office@goochfirm.com
ARDC No.: 3123355

THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Katherine M. Keefe
Clerk of the Circuit Court
****Electronically Filed****
Transaction ID: 17111166062
17LA000377
06/07/2018
McHenry County, Illinois
22nd Judicial Circuit
****

PAUL DULBERG, Plaintiff, v. THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST, Defendant.	)	No. 17 LA 377

FIRST AMENDED COMPLAINT AT LAW
(Legal Malpractice)

COMES NOW your Plaintiff, PAUL DULBERG (hereinafter also referred to as "DULBERG"), by and through his attorneys, THE GOOCH FIRM, and as and for his First Amended Complaint against THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. (hereinafter also referred to as "POPOVICH"), and HANS MAST (hereinafter also referred to as "MAST"), states the following:

1. Your Plaintiff, PAUL DULBERG, is a resident of McHenry County, Illinois, and was such a resident at all times complained of herein.

2. Your Defendant, THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., is a law firm operating in McHenry County, Illinois, and transacting business on a regular and daily basis in McHenry County, Illinois.

3. Your Defendant, HANS MAST, is either an agent, employee, or partner of THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. MAST is a licensed attorney in the State of Illinois, and was so licensed at all times relevant to this Complaint.

Received 06-07-2018 01:29 PM / Circuit Clerk Accepted on 06-07-2018 03:53 PM / Transaction #17111166062 / Case #17LA000377
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4. That due to the actions and status of MAST in relation to POPOVICH, the actions and inactions of MAST are directly attributable to his employer, partnership, or principal, being THE LAW OFFICES OF THOMAS J. POPVICH, P.C.

5. Venue is therefore claimed proper in McHenry County, Illinois, as the Defendants transact substantial and regular business in and about McHenry County in the practice of law, where their office is located.

6. On or about June 28, 2011, your Plaintiff, DULBERG was involved in a horrendous accident, having been asked by his neighbors Caroline McGuire and William McGuire, in assisting a David Gagnon in the cutting down of a tree on the McGuire property. DULBERG lived in the same area.

7. At this time, Gagnon lost control of the chainsaw he was using causing it to strike and cut DULBERG's arm. This caused substantial and catastrophic injuries to DULBERG, including but not limited to great pain and suffering, current as well as future medical expenses, in an amount in excess of $260,000.00, along with lost wages in excess of $250,000.00, and various other damages.

8. In May of 2012, DULBERG retained THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., pursuant to a written retainer agreement attached hereto as **Exhibit A**.

9. A copy of the Complaint filed by MAST on his own behalf, and on behalf of DULBERG, is attached hereto as **Exhibit B**, and the allegations of that Complaint are fully incorporated into this Complaint as if fully set forth herein.

10. An implied term of the retainer agreement attached hereto as **Exhibit A**, was that at all times, the Defendants would exercise their duty of due care towards their client and conform their acts and actions within the standard of care every attorney owes his client.

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11. That as **Exhibit B** reveals, Defendants properly filed suit against not only the operator of the chain saw, but also his principals, Caroline McGuire and William McGuire, who purportedly were supervising him in his work on the premises.

12. At the time of filing of the aforesaid Complaint, MAST certified pursuant to Supreme Court Rule 137, that he had made a diligent investigation of the facts and circumstances around the Complaint he filed, and further had ascertained the appropriate law. MAST evidently believed a very good and valid cause of action existed against Caroline McGuire and William McGuire.

13. Also MAST incorrectly informed DULBERG that the insurance policy limit for the Gagnon was only $100,000.00, when in reality the policy was $300,000.00.

14. The matter proceeded through the normal stages of litigation until sometime in late 2013 or early 2014, when MAST began urging DULBERG to settle the matter against William McGuire and Caroline McGuire for $5,000.00.

15. On November 18, 2013, MAST wrote two emails to DULBERG urging DULBERG to accept the $5,000.00, "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. You probably won't see any of it due to liens etc. but it will offset the costs deducted from any eventual recovery...." * * * "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". (See Emails attached as **Group Exhibit C.**)

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16. Similarly, on November 20, 2013 MAST emailed DULBERG urging him to accept the $5,000.00 otherwise "the McGuires will get out for FREE on a motion." (See Emails attached as **Group Exhibit C.)**

17. On or around December 2013 or January 2014, MAST met with DULBERG and other family members and again advised them there was no cause of action against William McGuire and Caroline McGuire, and verbally told DULBERG that he had no choice but to execute a release in favor of the McGuires for the sum of $5,000.00 and if he did not, he would get nothing.

18. DULBERG, having no choice in the matter, reluctantly agreed with MAST to accept the sum of $5,000.00 releasing not only William and Caroline McGuire, but also Auto-Owners Insurance Company from any further responsibility or liability in the matter. A copy of the aforesaid general release and settlement agreement is attached hereto as **Exhibit D**.

19. Continuously throughout the period of representation, MAST and POPOVICH represented repeatedly to DULBERG there was no possibility of any liability against William and/or Caroline McGuire and/or Auto-Owners Insurance Company, and lulled DULBERG into believing that the matter was being properly handled

20. After accepting the $5,000 settlement, DULBERG wrote MAST an email on January 29, 2014 stating "I trust your judgment." (See Email attached as **Exhibit E.**)

21. MAST and POPOVICH continued to represent DULBERG into 2015 and continuously assured him that his case was being handled properly.

22. On February 22, 2015, as to any chance of settling the remainder of his case against Gagnon MAST wrote to DULBERG that, "There's only $100,000 in coverage. Allstate will never offer anything near the policy limits therefore there's no chance to settle the case. The only

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alternative is to take the case to trial and I am not interested in doing that." (See Email attached as **Exhibit F.)**

23. MAST and POPOVICH represented DULBERG through to and including March of 2015, following which DULBERG and the Defendants terminated their relationship due to a claimed failure of communication. MAST and POPOVICH withdrew from the representation of DULBERG.

24. Thereafter, DULBERG retained other attorneys and proceeded to a Court ordered binding mediation before a retired Circuit Judge, where DULBERG received a binding mediation award of $660,000.00 in gross, and a net award of $561,000.00. However, due to the settlement with the McGuires, DULBERG was only able to collect $300,000.00 based upon the insurance policy available. A copy of the aforesaid Mediation Award is attached hereto as **Exhibit G.**

25. The McGuires were property owners and had property insurance covering injuries or losses on their property, as well as substantial personal assets, including the property location where the accident took place at 1016 West Elder Avenue, in the City of McHenry, Illinois. McGuires were well able to pay all, or a portion of the binding mediation award had they still remained parties.

26. DULBERG, in his relationship with POPOVICH and MAST, cooperated in all ways with them, furnishing all necessary information as required, and frequently conferred with them.

27. Until the time of the mediation award, DULBERG had no reason to believe he could not recover the full amount of his injuries, based on POPOVICH'S and MAST'S representations to DULBERG that he could recover the full amount of his injuries from Gagnon, and that the inclusion of the McGuires would only complicate the case.

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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.

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.

31. MAST and POPOVICH, jointly and severally, breached the duties owed DULBERG by violating the standard of care owed DULBERG in the following ways and respects:

a) Failed to take such actions as were necessary during their representation of DULBERG to fix liability against the property owners of the subject property (the McGuires) who employed Gagnon, and sought the assistance of DULBERG, for example hiring a liability expert;

b) Failed to thoroughly investigate liability issues against property owners of the subject property;

c) Failed to conduct necessary discovery, so as to fix the liability of the property owners to DULBERG, for example hiring a liability expert;

d.) Failed to investigate the insurance policy amounts of the McGuires and Gagnon;

e.) Incorrectly informed DULBERG that Gagnon's insurance policy was "only $100,000.00" and no insurance company would pay close to that;

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f) Failed to understand the law pertaining to a property owner's rights, duties and responsibilities to someone invited onto their property by consulting an expert regarding these issues;

g) Improperly urged DULBERG to accept a nonsensical settlement from the property owners, and dismissed them from all further responsibility;

h) Failed to appreciate and understand further moneys could not be received as against Gagnon, and that the McGuires and their obvious liability were a very necessary party to the litigation;

i) Falsely advised DULBERG throughout the period of their representation, that the actions taken regarding the McGuires was proper in all ways and respects, and that DULBERG had no choice but to accept the settlement;

j) Coerced DULBERG, verbally and through emails. into accepting the settlement with the McGuires for $5,000.00 by misleading him into believing that had no other choice but to accept the settlement or else "the McGuires will get out for FREE on a motion".

k) Concealed from DULBERG the necessary facts for him to make an informed decision as to the McGuires, instead coercing him verbally and through emails into signing a release and settlement agreement and accept a paltry sum of $5,000.00 for what was a grievous injury;

l) Failed to properly explain to DULBERG all ramifications of accepting the McGuire settlement, and giving him the option of retaining alternative counsel to review the matter;

m) Continually reassured DULBERG that the course of action as to the property owners was proper and appropriate;

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n) Failed to retain a liability expert to prove DULBERG's damages;

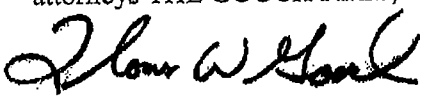
o) Were otherwise negligent in their representation of DULBERG.

32. That DULBERG suffered serious and substantial damages, not only as a result of the injury as set forth in the binding mediation award, but due to the direct actions of MAST and POPOVICH in urging DULBERG to release the McGuires, lost the sum of well over $300,000.00 which would not have occurred but for the acts of MAST and THE LAW OFFICES OF THOMAS J. POPOVICH, P.C.

WHEREFORE, your Plaintiff, PAUL DULBERG prays this Honorable Court to enter judgment on such verdict as a jury of twelve (12) shall return, together with the costs of suit and such other and further relief as may be just, all in excess of the jurisdictional minimums of this Honorable Court.

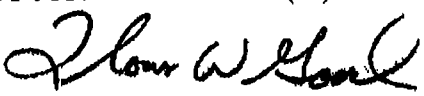
Respectfully submitted by,

PAUL DULBERG, Plaintiff, by his attorneys THE GOOCH FIRM,



Thomas W. Gooch, III

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY OF TWELVE (12) PERSONS.



Thomas W. Gooch, III

Thomas W. Gooch, III
THE GOOCH FIRM
209 S. Main Street
Wauconda, IL 60084
847-526-0110
ARDC No.: 3123355
gooch@goochfirm.com
office@goochfirm.com

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CONTRACT FOR LEGAL SERVICES

I agree to employ the LAW OFFICES OF THOMAS J. POPOVICH, P.C. (hereinafter "my attorney") to represent me in the prosecution or settlement of my claim against persons or entities responsible for causing me to suffer injuries and damages on the _____ day of _____, 20__.

My attorney agrees to make no charge for legal services unless a recovery is made in my claim. The approval of any settlement amount cannot be made without my knowledge and consent.

I agree to pay my attorney in consideration for his legal services a sum equal to one-third (33 1/3%) of my recovery from my claim by suit or settlement; this will increase to 40% in the event my claim results in more than one (1) trial and/or an appeal of a trial. I understand my attorney may need to incur reasonable expenses in properly handling my claim including, but not limited to, expenses such as accident reports, filing fees, court reporters fees, video fees, records fees, and physician fees. I understand those expenses will be taken out of my settlement, in addition to my attorney's legal fee.

Client

Client

Date: _____

LAW OFFICES OF THOMAS J. POPOVICH

By: _____

Date: _____

LAW OFFICES OF THOMAS J. POPOVICH, P.C.
3416 West Elm Street
McHenry, Illinois 60050
815/344-3797

EXHIBIT
tabbies
A

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COPY
MAY 15 2012
KATHERINE 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 11/18 2012, AT 9 AM PM
FAILURE TO APPEAR MAY RESULT IN THE CASE BEING DISMISSED OR AN ORDER OF DEFAULT BEING ENTERED.

EXHIBIT
B

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.

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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.

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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.

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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.

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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.

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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

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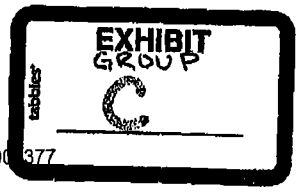
From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Dave's Best and oldest friend John**
Date: December 28, 2016 10:33:35 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: November 20, 2013 at 7:26:53 AM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Dave's Best and oldest friend John

Morning Hans,
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 as well.
Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Nov 20, 2013, at 6:59 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> 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.
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Tue, 19 Nov 2013 02:29:56 -0000 (UTC)
> Subject: Re: Dave's Best and oldest friend John
> 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?
> Paul
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Nov 18, 2013, at 9:07 PM, Hans Mast <hansmast@comcast.net> wrote:
> >
> > 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
> >
> > Sent from my iPhone
> >
> > > On Nov 18, 2013, at 7:40 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > >
> > > Only 5, That's not much at all.
> > > Is this a take it or leave it or do we have any other options?
> > >
> > > If you want a negligence case for the homeowners ask what happened immediately after the accident.
> > >
> > > Neither of them offered me any medical assistance nor did either of them call 911 and all Carol could think of besides calling David an idiot was calling her homeowners insurance.



They all left me out in the yard screaming for help while they were busy making sure they were covered.

She even went as far as to finally call the Emergency Room after I was already there just to tell me she was covered.

How selfish are people when they worry about if their insured over helping the person who was hurt and bleeding badly in their yard.

I'm glad she got her answer and had to share it with me only to find out her coverage won't even pay the medical bills.

I'm not happy with the offer.

As far as John Choyinski, he knows he has to call you and said he will tomorrow.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Nov 18, 2013, at 1:28 PM, Hans Mast <hansmast@comcast.net> wrote:
>
> Im waiting to hear from John. I tried calling him last week, but no one answered.
>
> 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. You probably won't see any of it due to liens etc. but it will offset the costs deducted from any eventual recovery....
>
> Let me know what you think..
>
> Hans
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Fri, 15 Nov 2013 22:41:26 -0000 (UTC)
> Subject: Dave's Best and oldest friend John
> Hans,
> Just spoke with John Choyinski again about talking with you.
> I am leaving your number with him as he has agreed to talk with you about David Gagnon.
> I believe he will try and call sometime tomorrow.
> Paul
> Oh and I know that nothing that happened right after the incident makes any difference as to the validity of the injuries but David's conduct immediately after the incident does show his lack of moral values for other humans and what he was willing and was not willing to do to help me get medical help. For his actions towards me or any other human being is enough to sue the shit out him alone. It is the things that happened afterwards that upset me the most.
> Sorry for the rant but Dave was a complete ass all the way and deserves this.
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

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

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

EXHIBIT
tabbies
D

Waukegan Office
210 North Martin Luther
King Jr. Avenue
Waukegan, IL 60085

Received 11-28-2017 04:31 PM / Circuit Clerk Accepted on 11-29-2017 09:53 AM / Transaction #17111117461? Case #17LA000377
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Received 06-07-2018 01:29 PM / Circuit Clerk Accepted on 06-07-2018 03:53 PM / Transaction #17111166062 / Case #17LA000377

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 22nd 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

Received 11-28-2017 04:31 PM / Circuit Clerk Accepted on 11-29-2017 09:53 AM / Transaction #17111117451 / Case #17LA000377
Received 06-07-2018 01:29 PM / Circuit Clerk Accepted on 06-07-2018 03:53 PM / Transaction #17111166062 / Case #17LA000377

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: McGuire settlement**
Date: December 28, 2016 10:21:55 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: January 29, 2014 at 1:59:31 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: McGuire settlement

Ok, It's signed and in the mail.
Hope that some yahoo in the govt. doesn't someday decide to go after everyone they think they might get a dollar out of and end up holding me responsible for the McGuires fees incurred while they fight it out.
I'm not in the business of warranting, insuring or protecting the McGuires from government. Especially for only 5 grand. For that kind of protection it could cost millions but I trust your judgement.
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Jan 29, 2014, at 11:49 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> SSD has to be part of it...its not going to effect anything...
> We can't prevent disclosure of the amount...
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Wed, 29 Jan 2014 17:47:39 -0000 (UTC)
> Subject: Re: McGuire settlement
> What and why do those questions have any relevance at all and why do they need to be part of this agreement?
> Particularly the one about being eligible.
> Also, I cannot warranty against what SSDI, Medicare or any other government institution wishes to do.
> Is it possible to make this agreement blind to the McGuires or David Gagnon?
> What I mean is can we make it so that the amount of money cannot be told to them in any way?
> It would drive David's ego crazy if he thought it was a large sum and was banned from seeing how much it is.
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>> On Jan 29, 2014, at 10:51 AM, Hans Mast <hansmast@comcast.net> wrote:
>>
>> Its not a big deal...if you weren't receiving it than don't check it...not sure what the question is...
>> ----- Original Message -----
>> From: Paul Dulberg <pdulberg@comcast.net>
>> To: Hans Mast <hansmast@comcast.net>
>> Sent: Wed, 29 Jan 2014 16:16:04 -0000 (UTC)
>> Subject: McGuire settlement
>> Here is a copy of the first page.
>> It has check boxes and one of the check boxes says;
>> I am not eligible to receive SSI or SSDI.
>> Another says;
>> I am not receiving SSI or SSDI.
>> As you know, I have applied for SSDI and SSI

EXHIBIT
tabbies
F

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Memo**
Date: December 27, 2016 6:11:20 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 22, 2015 at 7:42:25 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Memo

To believe David's version of events you must believe I was committing suicide.
Who in their right mind puts his arm into a chainsaw?

I figured you would cop out again...

Now I'm left wondering...
How hard is it to sue an atty?

And yes I am and have been looking for someone who will take this case...

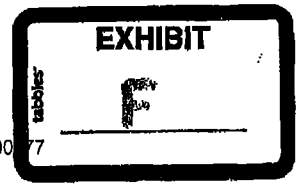
The issue of my word vs David Gagnons... Did he cut me or did I cut myself?

Of coarse he cut me.

Next issue please?

Paul Dulberg
847-497-4250
Sent from my iPad

> On Feb 22, 2015, at 7:20 PM, Hans Mast <hansmast@att.net> wrote:
>
> Paul I no longer can represent you in the case. We obviously have differences of opinion as to the value of the case. I've been telling you over a year now the problems with the case and you just don't see them. You keep telling me how injured you are and completely ignore that it doesn't matter if you passed away from the accident because we still have to prove that the defendant was at fault. While you think it is very clear - it is not. My guess is that seven out of 10 times you will lose the case outright. That means zero. That's why I have been trying to convince you to agree to a settlement. You clearly do not want to. There's only $100,000 in coverage. Allstate will never offer anything near the policy limits therefore there's no chance to settle the case. The only alternative is to take the case to trial and I am not interested in doing that. I will wait for you to find a new attorney. I can't assist you any further in this case. Just let me know.
>
> Sent from my IPhone
>
> > On Feb 22, 2015, at 7:14 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Let's not be harsh, We have a couple of weeks till dr Kujawa's billing arrives.
> > I agree showing me the memo is a good idea it's just not the accuracy I expected.
> > I know I'm being confrontative about all of this but let's face it, my working days are over let alone a career I have been building since I was in high school. My dreams of family are over unless I have enough to provide and pay for the care of children and a roof.
> > What's left for me?
> > Facebook, scrap booking, crafts, etc... A life of crap...
> > With ongoing pain and grip issues in my dominate arm/hand that are degenerative.
> >
> > This is as total as it gets for us in the working class short of being paralyzed or dead.
> >
> > I need someone who is on my side, top of their game and will see to it that I'm comfortable after all this is over.
> >
> > What I feel is an attempt to settle for far less than this is remotely worth just to get me off the books.



ADR systems

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

Medical	$ 60,000.
Future medical	$ 200,000.
Lost wage	$ 250,000.
P.I.S	75,000.
L.N.L	75,000.

The Honorable James P. Etchingham, (Ret.)

EXHIBIT 6

Received 11-28-2017 04:31 PM / Circuit Clerk Accepted on 11-29-2017 09:53 AM / Transaction #17111117451 / Case #17LA000
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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 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 you 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: 312-558-9821

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

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.wpd

**Also licensed in Wisconsin and Indiana*
†Also licensed in Wisconsin

Waukegan Office
210 North Martin Luther King, Jr. Avenue
Waukegan, IL 60085

LAW OFFICES OF THOMAS J. POPOVICH, P.C.
3416 WEST ELM STREET
MCHENRY, 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

S:\Main\DULBERG, PAUL\Documents\Auto Owners Ins def's ins 12-5-11.wpd

B9A (Official Form 9A) (Chapter 7 Individual or Joint Debtor No Asset Case) (12/12) Case Number 14-83578

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. Stretch Law Office of David L. Stretch 5447 West Bull Valley Road McHenry, IL 60050-7410 Telephone number: 815-578-0055	Bankruptcy Trustee (name and address): Megan G Heeg 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	**For the Court:** Clerk of the Bankruptcy Court: Jeffrey P. Allsteadt
Hours Open: Monday – Friday 8:30 AM –4:30 PM	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 22ND 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

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 22ND 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

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 90th 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 been 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, thee 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 thee 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 22ND 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 22ND 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

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.,

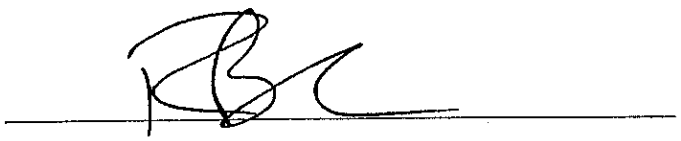
By _____
RONALD A. BARCH (6209572)

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 22ND 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

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 22ND 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 22ND 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 **REQUEST TO PRODUCE 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

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)

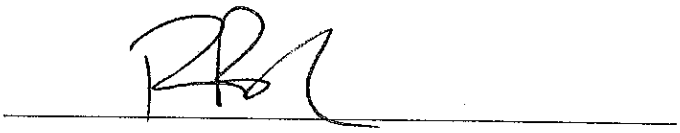
CERTIFICATE OF SERVICE

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

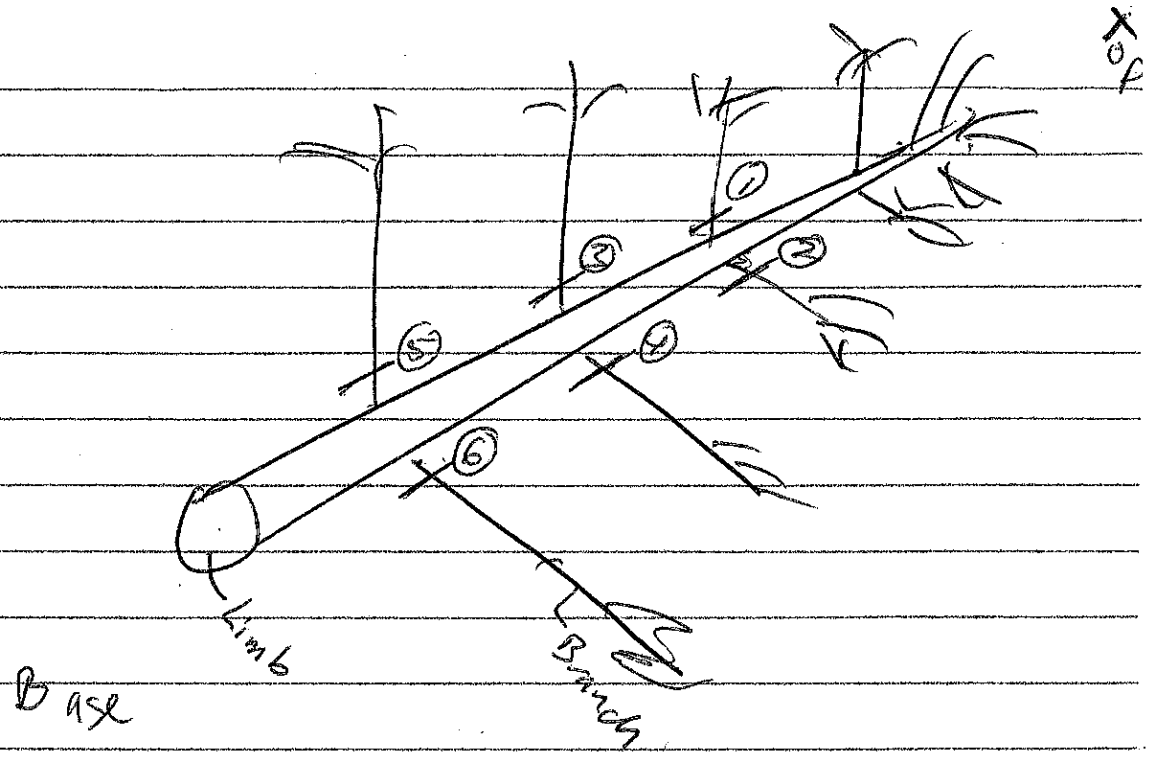


EXHIBIT
PENGAD 800-631-6989
Capua 1
MMO

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 31st 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

Open Advanced MRI

PATIENT: DULBERG, PAUL
MRN: 1585839
DOB: [redacted]

PHYSICIAN: LEVIN, MD, KAREN
EXAM: MR FOREARM W/ AND W/O 73220
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.

Open Advanced MRI

DULBERG, PAUL
MR FOREARM W/ AND W/O 73220
02/03/2012

Thank you for referring your patient to Open Advanced MRI of Round Lake.

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

If there are any questions about this fax or you are not the intended recipient. Please call 1-888-674-4674.

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

(2)

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

FILED
McHenry County, Illinois
JAN - 3 2014
KATHERINE M. KEEFE
Clerk of the Circuit Court

GEN. NO. 12LA178

☐ Jury ☐ Non-Jury

Dilberg vs. Cognan

Date 1/3/14 Plaintiff's Attorney Matt Defendant's Attorney Acala

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.

(D)

Prepared by: _____

Attorney for: _____

Attorney Registration No.: _____ Judge _____

SCANNED

Dilberg readers

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Dilberg
Plaintiff

vs

Gagnon
Defendant

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Case Number 12 LA 178

ORDER

☒ Plaintiff(s) appear in person/by attorney W. Randal Baudino II

☐ 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.

FILED
McHenry County, Illinois
JAN 28 2016
KAT Clerk

☐ 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 Feb 11, 20 16 at 900, A m. for trial Setting ± 5

☐ 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

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Dilberg
Plaintiff

vs

Gagnon
Defendant

Circuit Clerk Use Only
✓ ORD
ORDJ
ORDDWP

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 _____, 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.

FILED
McHenry County, Illinois
JAN 28 2016
KATHERINE M. KEEFE
Clerk of the Circuit Court

☐ 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 Feb 11, 20 16 at 900, A m. for trial setting + FJ

☐ 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 } SS
COUNTY OF MCHENRY }

FILED
McHenry County, Illinois
JAN 30 2013
KATHERINE M. KEEFE
Clerk of the Circuit Court

GEN. NO. 12 LA 178

☐ Jury ☐ Non-Jury

PAUL DUCBERG vs. DAVID GAGNON et al.

Date 1/30/13 Plaintiff's Attorney MAST Defendant's Attorney BARCH → McGUIRE ACCURDO → GAGNON

ORDER

THIS CAUSE COMING ON FOR STATUS AND ON McGUIRE DEFENDANTS' MOTIONS FOR LEAVE TO AMEND ANSWER TO INCLUDE AFFIRMATIVE DEFENSES, MOTION FOR LEAVE TO FILE CROSS-CLAIM FOR CONTRIBUTION 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 WRITTEN DISCOVERY BY 2/4/13;

(4) CAUSE RECT FOR A STATUS ON COMPLETION OF PARTY DEPOSITIONS FOR 4/3/13 at 9:00 AM.

SCANNED

(D)

Prepared by: _____

Attorney for: _____

Attorney Registration No.: _____ Judge _____

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

FILED
McHenry County, Illinois
FEB - 4 2015
KATHERINE M. KEEFE
Clerk of the Circuit Court

GEN. NO. 12 LA 178
☐ Jury ☐ Non-Jury

Dulberg

vs. GAGnon

Date 2/04/15 Plaintiff's Attorney PoPouch Defendant's Attorney Lishosit

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 C-201.

SCANNED

Prepared by: PoPouch

Attorney for: Plf

Attorney Registration No.: _____ Judge _____

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Paul Dulberg
Plaintiff

vs.

David Gagnon, et al
Defendant

FILED
McHenry County, Illinois
FEB 11 2016
KATHERINE M. KEEFE
Clerk of the Circuit Court

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Case Number 12 LA 000178

ORDER

☐ Plaintiff(s) appear in person/by attorney Baudin II

☒ Defendant(s) appear in person/by attorney Rockingham,

☐ 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, 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

Judge

CV-ORD13: Revised 10/01/08

201 5

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
McHenry County, Illinois
FEB 11 2016
KATHERINE M. KEEFE
Clerk of the Circuit Court

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Paul Dulberg
Plaintiff

vs.

David Gagnon, et al
Defendant

12LA 000178

ORDER

☐ Plaintiff(s) appear in person/by attorney Baudin II

☒ Defendant(s) appear in person/by attorney 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 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

Judge

CV-ORD13: Revised 10/01/08

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT PS #

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

GEN. NO. 12 CA 178

☐ Jury ☐ Non-Jury

Dulberg vs. Gagnon et al.

Date 3/13/15 Plaintiff's Attorney Popovich Defendant's Attorney

ORDER

FILED
McHenry County, Illinois
MAR 13 2015
KATHERINE M. KEEFE
Clerk of the Circuit Court

This matter coming to be heard on plaintiff's attorney, Law Office of Thomas Popovich's Motion to withdraw with proper notice having been given and the court being fully advised in its premises it is ordered:

1 Law Office of Thomas Popovich 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 April 10, 2015 (4/10/15) for status of plaintiff's new appearance. (D)

4. 4/9/15 pretrial is stricken.

Prepared by: J. Leander Popovich

Attorney for: plaintiff

Attorney Registration No.: 629171 SCANNED Judge

#5-201

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Dulberg
Plaintiff

vs

Gagnon
Defendant

FILED
McHenry County, Illinois
MAR 17 2016
KATHERINE M. KEEFE
Clerk of the Circuit Court

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Case Number 12LA000178

ORDER

☐ Plaintiff(s) appear in person/by attorney Bandin

☒ Defendant(s) appear in person/by attorney 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 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 @ 10:00 a.m. in Courtroom 201.

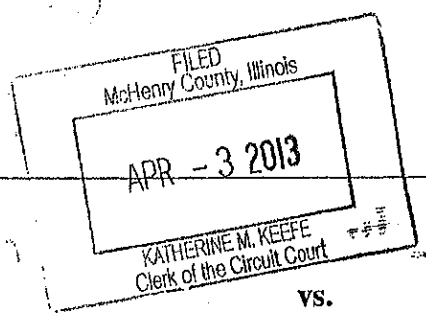
Date: _____

Judge

CV-ORD13: Revised 10/01/08

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS



GEN. NO. 12LA178

☐ Jury ☐ Non-Jury

Paul Dunberg vs. Dawn Hannon, et al.

Date 4/3/13 Plaintiff's Attorney [illegible] Defendant's Attorney [illegible]

ORDER

[illegible]

Prepared by: _____

Attorney for: _____

Attorney Registration No.: _____

Judge _____

EXHIBIT
C
tabbies

CIRC[illegible] COURT FOR THE 22ND JUDICIAL [illegible]RCUIT

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

FILED
McHenry County, Illinois
APR - 3 2013
KATHERINE M. KEEFE
Clerk of the Circuit Court

GEN. NO. 12LA178

☐ Jury ☐ Non-Jury

PAUL DUCBERG vs. DAVID GAGNON, et al.

Date 4/3/13 Plaintiff's Attorney MAST Defendant's Attorney McGUIRES → BARCH GAGNON → ACCARDO

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:

The Protective Order entered on August 12, 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 parts, accessories, manuals or chainsaw without further order of the court.

Prepared by: _____

Attorney for: _____

Attorney Registration No.: _____ Judge _____

SCANNED

#2

IN THE CIRC COURT OF THE TWENTY-SECOND DICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

DULISCRO

Plaintiff

vs

GATEWAY

Defendant

FILED
McHenry County, Illinois
APR - 4 2014
KATHERINE M. KEEFE
Clerk of the Circuit Court

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Case Number 12 L 4178

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, 20 14 at 9:00 A m. for STATUS OF FILE DISCOVERY

☐ 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 $ 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

Judge

SCANNED

CV-ORD13: Revised 10/01/08

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

#1 ; page 3

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

FILED
McHenry County, Illinois
APR 16 2014
KATHERINE M. KEEFE
Clerk of the Circuit Court

GEN. NO. 12A 176

☑ Jury ☐ Non-Jury

PAUL DULBERG vs. DAVID GAGNON, et al

Date 4/16/14 Plaintiff's Attorney PAUL MOST Defendant's Attorney RON BARICH - MCHENRY DEFENDANTS; DAVID GAGNON

ORDER

This cause coming on before the Court on the McHenry Defendants' motion to Vacate Protective Order, counsel for Plaintiff by phone 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

Prepared by: Ron Barich

Attorney for: McHenry Defendants

Attorney Registration No.: 6209572

Judge

#5, 8

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

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. Linton Hans Mast Defendant's Attorney Penny Accardo-Bagnon C. Bielstis for Ron Burch-McGuires

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. Bielstis (Ron Burch)

Attorney for: Defendants-McGuires

Attorney Registration No.: _____ Judge _____

#8 (ED)

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

024-528-1968.1

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

GEN. NO. 12LA000178

☒ Jury ☐ Non-Jury

Duberry

vs.

Gagnon

FILED
McHenry County, Illinois
JUN 13 2016
KATHERINE M. KEEFE
Clerk of the Circuit Court

Date 6/13/16 Plaintiff's Attorney _____ Defendant's Attorney Reddington

Agreed **ORDER**

This cause coming on to be heard on defendants motions, all parties having notice and the Court being fully advised.

IT is hereby ordered that:

1) Defendant's motion for an IME pursuant to S.C. 215;
2) Defendant's motion to continue the trial of 9/22/16;
3) Defendant's motion to ban 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. Reddington / Likowski

Attorney for: D

Attorney Registration No.: 6206186 Judge _____

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Dulberg
Plaintiff

vs

Gagnon, et al
Defendant

FILED
McHenry County, Illinois
JUL 11 2016
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 K. Baudin & Randy Baudin II of The Baudin 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 July 21, 20 16 at 9:00 A m. for Defendant's motions for IME, Continue trial, Strike Dr. Kuzawa'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: _____

Judge

CV-ORD13: Revised 10/01/08

Dulberg orders

line 7

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Dulberg
Plaintiff

vs

Gagnon
Defendant

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

FILED
McHenry County, Illinois
JUL 21 2016
KATHERINE M. KEEFE
Clerk of the Circuit Court

Case Number 12 LA 178

ORDER

☒ Plaintiff(s) appear in person/by attorney K. Bastin of The Bastin 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, 20 16 at 9:00, A m. for status. (Deb)

☐ 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. (Mels) Pre-trial date of 9/23/16 is also stricken. Defense Counsel's other motions are entered and continued.

Date: _____

Judge

CV-ORD13: Revised 10/01/08

P.d
#9

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

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.

☐ 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:** Plaintiffs' Motion for Protective Order is granted as set forth in Plaintiffs Motion.

Date: _____

/ Thomas A. Meyer
Judge

CV-ORD13: Revised 10/01/08

IN THE CIR COURT OF THE TWENTY-SECON DICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
McHenry County, Illinois
AUG – 8 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Dulberg
Plaintiff

vs

Case Number 12 LA 178

Cognen
Defendant

ORDER

☒ Plaintiff(s) appear in person/by attorney T. Brennan / Paparich

☐ Defendant(s) appear in person/by attorney Lois Bardi

☐ 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.

☐ 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:** Pltf's Motion for Substitution of Judge is granted and set for 9/18 at 9:00 a.m. Pltf's Motion.

Date: _____

/ Thomas A. Meyer
Judge

EXHIBIT
tabbies
B

CV-ORD13: Revised 10/01/08

Dulberg

#1

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
McHenry County, Illinois
AUG 10 2016
KATHERINE M. KEEFE
Clerk of the Circuit Court

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Paul Dulberg
Plaintiff

vs

David Gagnon
Defendant

Case Number 12LA000178

Amended **ORDER**

☐ Plaintiff(s) appear in person/by attorney _____

☒ Defendant(s) appear in person/by attorney 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 12/12, 2016 at 9:00 a.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 IME is granted and scheduled for 10/4/16 with Dr. Craig Phillips. Defendant's motions to ban Dr. Reynolds and to compel plaintiff's expert discovery and deposition are entered and continued to 12/12/16

Date: 8/10/16

Judge

CV-ORD13 Revised 10/01/08

IN THE CIRCU COURT OF THE TWENTY-SECOND J DICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

(5)

Dahlberg
Plaintiff

vs

Gagnon
Defendant

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Case Number 12LA000178

FAXED 8/12

FILED
McHenry County, Illinois
AUG 12 2014
KA... CLERK

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 Oct 1, 20 14 at 9:00, 9 m. for Trial Setting.

(D) V

☐ 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

SCANNED

CV-ORD13: Revised 10/01/08

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

FILED
McHenry County, Illinois
AUG 14 2013
KATHERINE M. KEEFE
Clerk of the Circuit Court

GEN. NO. 12 LA 178

☐ Jury ☐ Non-Jury

Dunberg vs. Gagnon et al

Date 8/14/13 Plaintiff's Attorney Defendant's Attorney

ORDER

This cause coming on for status on medical discovery, counsel for Plaintiff + the McGuire Defendants appearing, and the Court being advised,

IT IS ORDERED:

Cause 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

Pg 1 #3

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Paul Dulberg
Plaintiff

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

vs

David Gagnon et al.
Defendant

Case Number 12 LA 178

ORDER

☒ Plaintiff(s) appear in person/by attorney R. Lumber. Law of T. Popovich

☒ 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.

FILED
McHenry County, Illinois
SEP 18 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

☐ 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. (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:** _____

Date: _____

[signature]
Judge

CV-ORD13: Revised 10/01/08

B1 # 4

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JU[illegible]CIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Paul Dalberg
Plaintiff

vs

David Gagnon
Defendant

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Case Number 12 LA 173

FAXED 10/1

ORDER

☒ Plaintiff(s) appear in person/by attorney R. Weston - Peperich

☐ 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.

FILED 20
McHenry County, Illinois
OCT - 1 2014
KATHERINE M. KEEFE
Clerk of the Circuit Court

☐ 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 11/21, 2014 at 9:00 A m. for Status and Trial (D) Setting Rounds

☐ 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:** _____

SCANNED

Date: _____ [signature]
Judge

CV-ORD13: Revised 10/01/08

Dulberg

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Dulberg
Plaintiff

vs

Gagnon
Defendant

Case Number 12 CH 178

OCT 20 2015

Circuit Clerk Use Only
ORD
ORDJ
ORDDWP

ORDER

- [x] Plaintiff(s) appear in person/by attorney
- [x] Defendant(s) appear in person/by attorney Agnoso
- [ ] 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 [x] 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
- [x] This case is continued on Motion of [ ] Plaintiff, [x] Defendant, [ ] By Agreement, [ ] Court to 11/6, 20 15 at [illegible] m. for [illegible]
- [ ] 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: _____

CV-ORD13 Revised 10/01/08

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Plaintiff: Duchene

vs

Defendant: Gannon

Case Number: 1264178

McHenry County Illinois
OCT 20 2015
Clerk of the Circuit Court

Circuit Clerk Use Only
ORD
ORDJ
ORDDWP

ORDER

- [x] Plaintiff(s) appear in person/by attorney
- [x] Defendant(s) appear in person/by attorney Accardo
- [ ] 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
- [x] This case is continued on Motion of [ ] Plaintiff; [x] Defendant; [ ] By Agreement; [ ] Court to 11/6, 20 15 at [illegible] m. for [illegible]
- [ ] 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: _____

CV-ORD13: Revised 10/01/08

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PS 1 # 2

Paul Dulberg
Plaintiff

vs

David Gagnon, et al
Defendant

Case Number 12 LA 178

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

ORDER

FILED
McHenry County, Illinois
OCT 30 2013
KATHERINE M. KEEFE
Clerk of the Circuit Court

☒ Plaintiff(s) appear in person/by attorney B Lumber - Peperick

☒ Defendant(s) appear in person/by attorney [illegible]

☐ 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 January 3, 2014 at 9:00 A m. for Status Room 2-1.

☐ 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:** _____

SCANNED

Date: _____

[signature]
Judge

CV-ORD13: Revised 10/01/08

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Western Division

In Re: PAUL DULBERG	)	BK No.: 14-83578
	)	Chapter: 7
	)	Honorable Thomas M. Lynch
Debtor(s)	)	

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
McHENRY COUNTY, ILLINOIS

Plaintiff

Defendant

Case Number

Group Clerk Use Only
_____ ORD
_____ ORD
_____ ORDC/MP

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 2/22 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:** _____

Date _____

Judge

→ 4/28/16
per clerk

CV-CPD13 Revised 10/01/08

PS1 #2

IN THE CIRCU[illegible] COURT OF THE TWENTY-SECOND JU[illegible]CIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Paul Dalhey
Plaintiff

vs

David Gagnon et al.
Defendant

Case Number 12 LA 178

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

FAXED 11/21

FILED
McHenry County, Illinois
NOV 21 2014
KATHERINE M. KEEFE
Clerk of the Circuit Court

ORDER

☒ Plaintiff(s) appear in person/by attorney R. Lumbre-Parrish

☐ 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 12/12 2014, 20__ at 9:00 a m. for Status of ZIP(F)(3).

☐ Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute. disclosures

☐ Case dismissed with/without prejudice on Plaintiff's motion. Rm. 24

☐ 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:** _____

SCANNED

Date: _____

[signature]
Judge

CV-ORD13: Revised 10/01/08

Pg-2 #11

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Paul Dulberg
Plaintiff

Circuit Clerk Use Only
____ ORD
____ ORDJ
____ ORDDWP

vs

David Gagnon et al
Defendant

Case Number 12 CA 178

FAXED 11/08

ORDER

- [x] Plaintiff(s) appear in person/by attorney R. Lumber - Reynolds
- [ ] 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).

FILED
McHenry County, Illinois
NOV 28 2012
KATHERINE M. KEEFE
Clerk of the Circuit

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.
- [x] This case is continued on Motion of [ ] Plaintiff; [ ] Defendant; [x] By Agreement; [ ] Court; to 1/30, 2013 at 9:00 a.m. for Status of Discovery (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).
- [x] **COURT FURTHER ORDERS:** All written Discovery shall be completed by 1/30/13

SCANNED

Date: ____

Judge

CV-ORD13: Revised 10/01/08

201
17

CIRCU[illegible]COURT FOR THE 22ND JUDICIAL C[illegible]CUIT

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

GEN. NO. 12 CA 178

☐ Jury ☐ Non-Jury

Dulberg vs. Gagnon

Date _____ Plaintiff's Attorney Mend Defendant's Attorney _____

FILED
McHenry County, Illinois
DEC 12 2014
KATHERINE M. KEEFE
Clerk of the Circuit Court

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(f) witnesses to be disclosed by February 4, 2015.

Prepared by: _____

Attorney for: _____

Attorney Registration No.: _____

SCANNED

Judge _____

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
McHenry County, Illinois
FEB 27 2018
KATHERINE M. KEEFE
Clerk of the Circuit Court

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Paul Oulbers
Plaintiff

vs

Popovich, et al.
Defendant

Case Number 17 LA 377

Agreed ORDER

☐ Plaintiff(s) appear in person/by attorney _____

☑ Defendant(s) appear in person/by attorney Flynn

☐ 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 Dismiss, March 10, 2018 at 10, 00 m. for hearing.

☐ 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 to file Response to motion to Dismiss in 28 days (March 27, 2018) Defendant to file Reply in 19 days (April 10, 2018) Defendant to deliver courtesy copies of all briefs by April 17, 2018

Date: 2-27-18

[signature]
Judge

CV-ORD13: Revised 10/01/08

Reorder from Schmidt Printing - 815.338.0222

#11

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

FILED
McHenry County, Illinois
JAN 10 2018
KATHERINE M. KEEFE
Clerk of the Circuit Court

GEN. NO. 17 LA 377
☐ Jury ☐ Non-Jury

Dulberg VS. Popovich

Date: 1-10-18 Plaintiff's Attorney _____ Defendant's Attorney George Flynn

ORDER

This matter coming to be heard on Law Office of Thomas J. Popovich P.C.'s and Hans Mast's motion for extension of time to answer or otherwise plead, it is hereby ordered:

1) Defendants' motion is granted.

2) Defendants to answer or otherwise plead by February 7, 2018.

3) Scheduling conference set for February 27, 2018 at 9:00 a.m.

Prepared by: George Flynn
Attorney for: Popovich + Mast
Attorney Registration No.: 6239349 Judge: _____

Ln 7

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Dulberg
Plaintiff

vs

Law Offices of Thomas Popovich et al
Defendant

Circuit Clerk Use Only
_____ ORD
_____ ORDJ
_____ ORDDWP

Case Number 17 LA 377

ORDER

FILED
McHenry County, Illinois
JUL 20 2018
KATHERINE M. KLEFE
Clerk of the Circuit Court

- [x] Plaintiff(s) appear in person/by attorney S. Walczyk
- [x] Defendant(s) appear in person/by attorney G Flynn
- [ ] 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.
- [x] This case is continued on Motion of ☐ Plaintiff; ☐ Defendant; ☐ By Agreement; ☐ Court; to September 12, 2018 at 10:00, a m. for hearing on Motion to Dismiss First Amended Complaint.
- [ ] 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).
- [x] **COURT FURTHER ORDERS:** _____

- Plaintiff granted 28 days (8/17/18) to Respond.
- Defendants granted 14 days (8/31/18) to Reply.

Date: _____

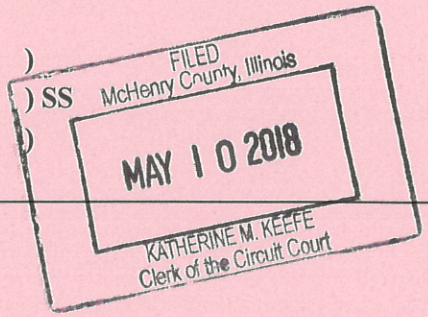
_____
Judge

CV-ORD13: Revised 10/01/08

Ln. 6

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)



GEN. NO. 17 LA 377
☐ Jury ☐ Non-Jury

Dulberg vs. Mast, et al

Date: 5-10-18 Plaintiff's Attorney S. Walczyk Defendant's Attorney G Flynn

ORDER

This matter before the Court on hearing on Defendants' combined Motion to Dismiss, both parties present by counsel, the Court fully advised in the premises

IT IS ORDERED:

1. Defendants' 2-615 motion to Dismiss is granted, and the 2-619 Motion is denied.

2. Plaintiff granted 28 days (6/7/18) to file a First Amended Complaint

3. Defendants granted 28 days (7/5/18) thereafter to Answer or otherwise plead

4. Matter is set for status of pleadings on July 20, 2018 at 9:00 am in 201.

Prepared by: S. Walczyk / Loboch Firm
Attorney for: Dulberg
Attorney Registration No.: 6315819 Judge:

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

GEN. NO. 17 LA 377
☒ Jury ☐ Non-Jury

Dulberg

vs.

Popovich + Most

FILED
McHenry County, Illinois
SEP 12 2018
KATHERINE M. KEEFE
Clerk of the Circuit Court

Date: 9-12-18 Plaintiff's Attorney Sam. Walczyk Defendant's Attorney Geo. Flynn

ORDER

This matter coming to be heard on Defendants' Motion to Dismiss Plaintiff's First Amended Complaint, it is hereby ordered:

1) Defendants' motion is granted as more fully described on the record and below.

2) Paragraphs ~~2 and 4~~ 31(b), (c), (f), (g), (h), (i), (k), (l), (m), (n), and (o) are stricken as conclusions or being redundant.

3) Plaintiff is granted leave to replead by October 10, 2018. Defendants' to file a responsive pleading by November 7, 2018.

4) Status hearing on November 13, 2018 at 9:00 a.m.

Prepared by: George Flynn
Attorney for: Defendants
Attorney Registration No.: 6239349 Judge:

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 etal

Date 4/3/13 Plaintiff's Attorney MAST Defendant's Attorney McGuires → BARCH 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 or

Prepared by: _____

Attorney for: _____

Attorney Registration No.: _____ Judge [signature]

IN THE CIRCUIT COURT OF THE 22nd JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAULO DULBERG	)	
	)	
v	)	**Case No. 12LA178**
	)	
DAVUID GAGNON, etc., et al.	)	

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

_____Motion for Substitution of Judge: ____ by Right ____ for Cause

__X__ 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 T. Caldwell
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

__X__ 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

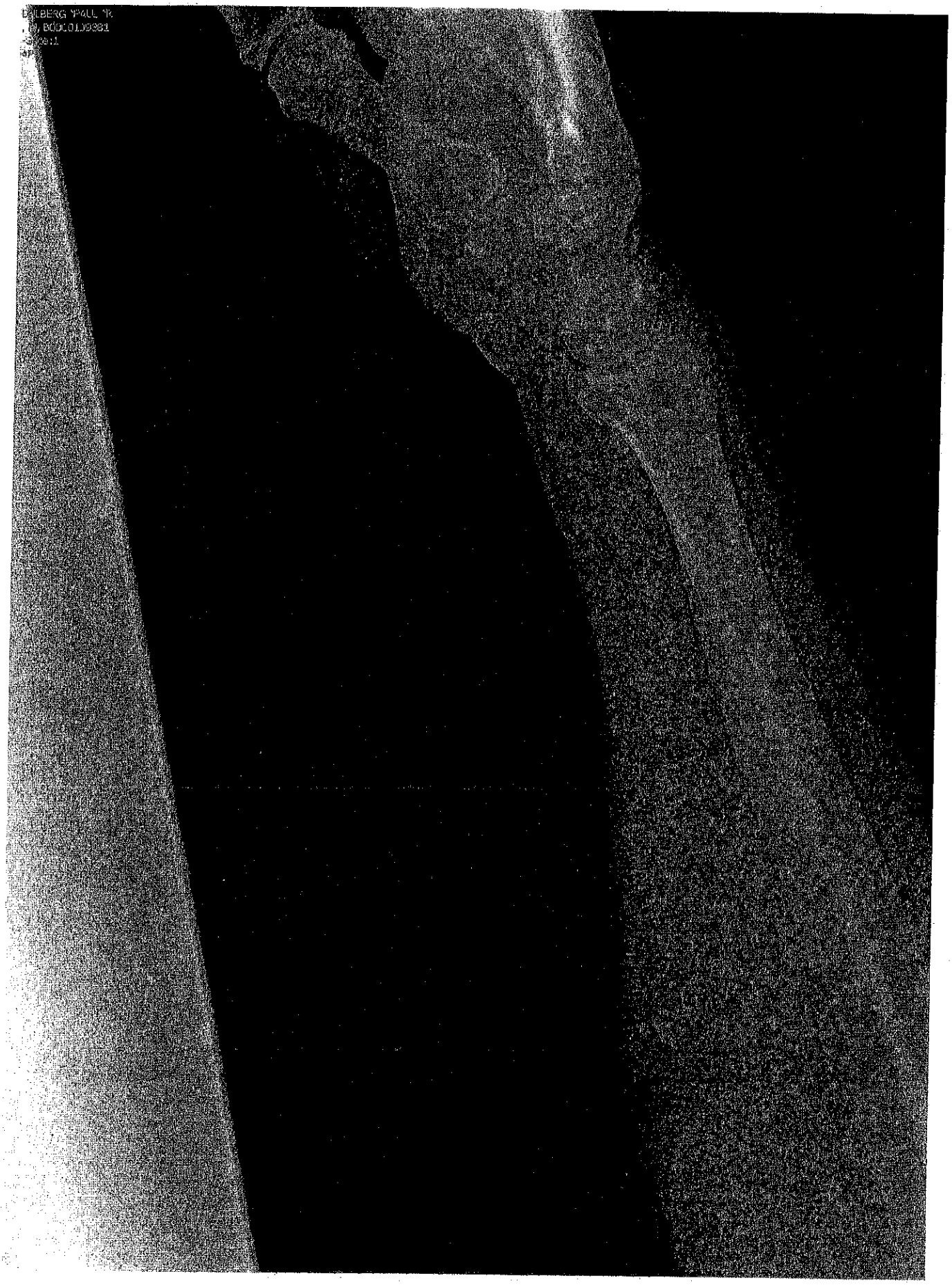
Michael J. Sullivan
Chief Judge

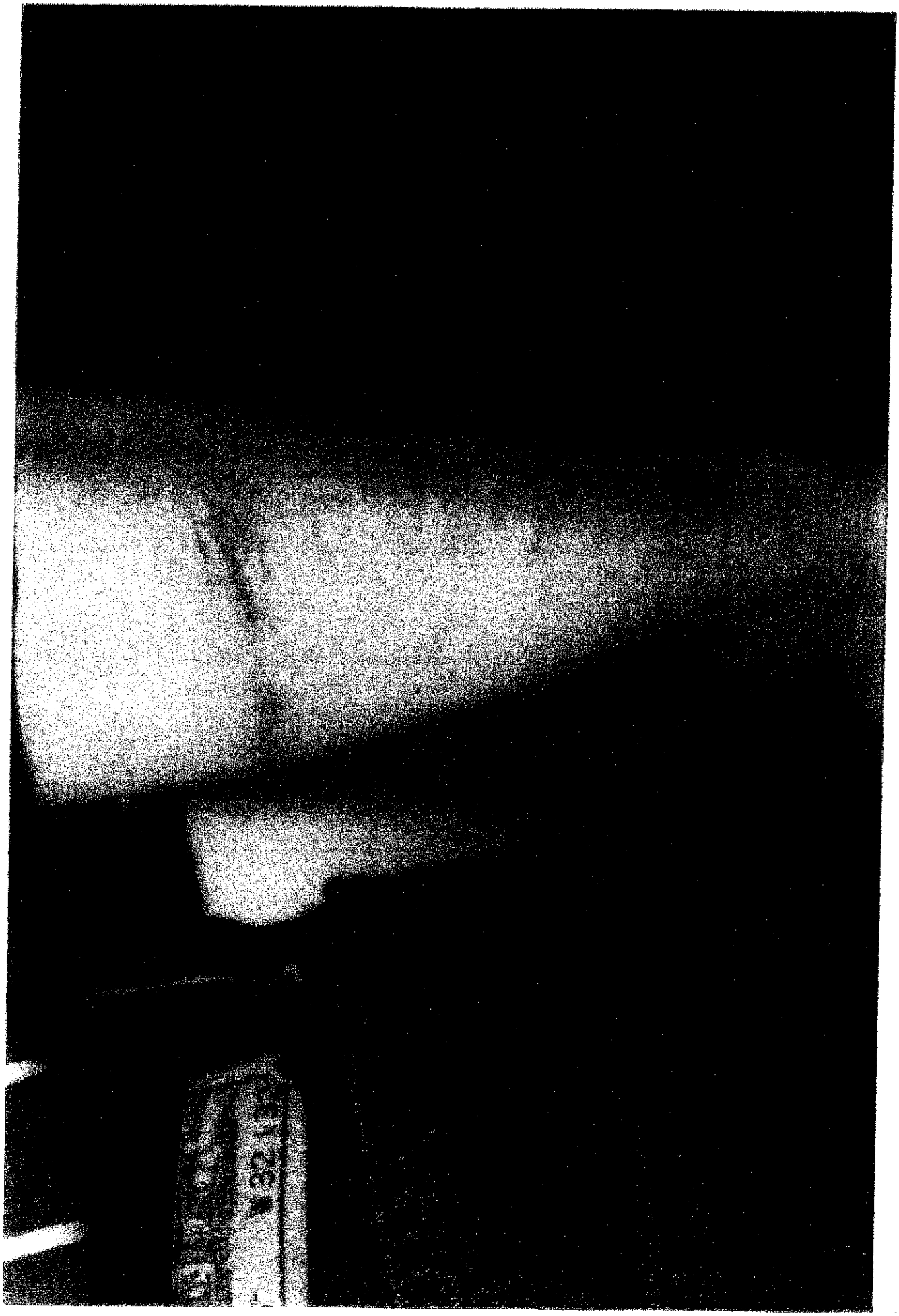
Attorney Ronald Barch
6323 East Riverside Blvd.
Rockford, IL 61114

Attorney Thomas Popovich
3416 W. Elm St.
McHenry, IL 60050

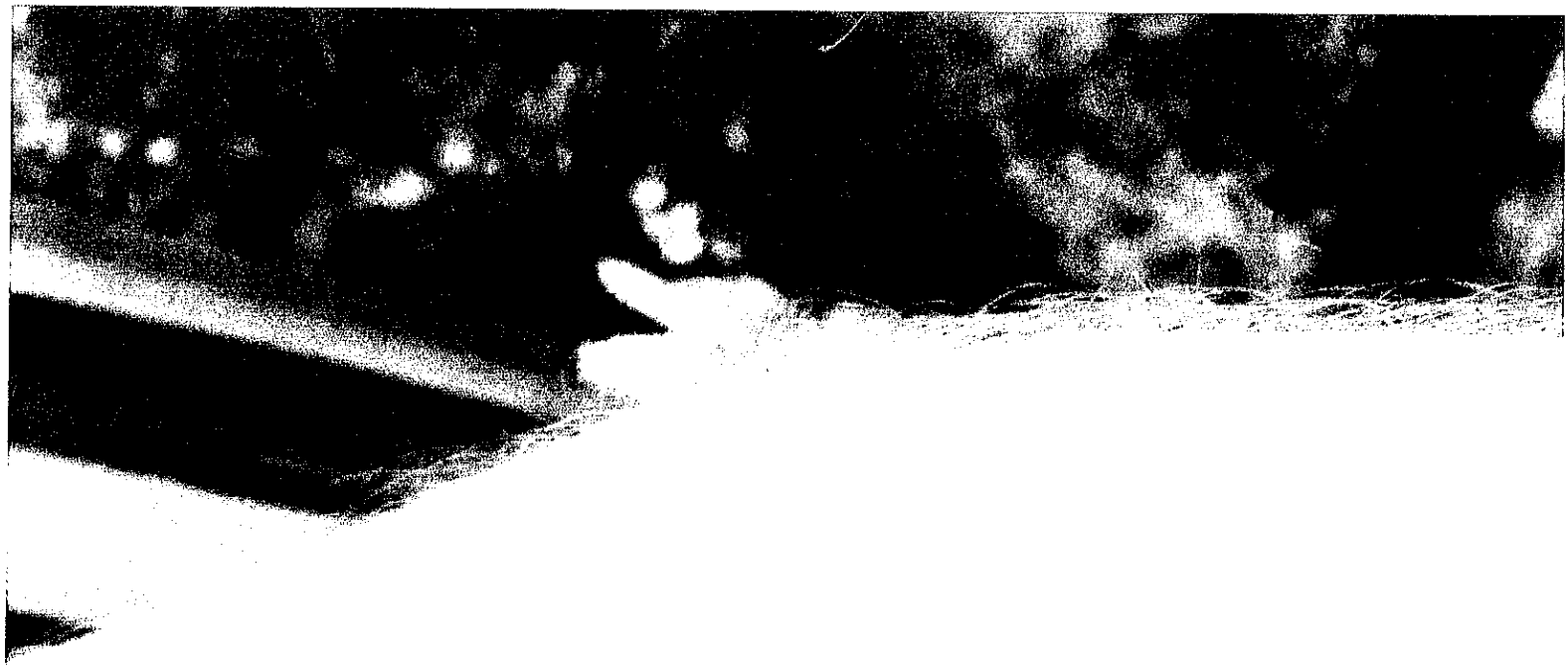
Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: July 25 2012

Lisa Huffman

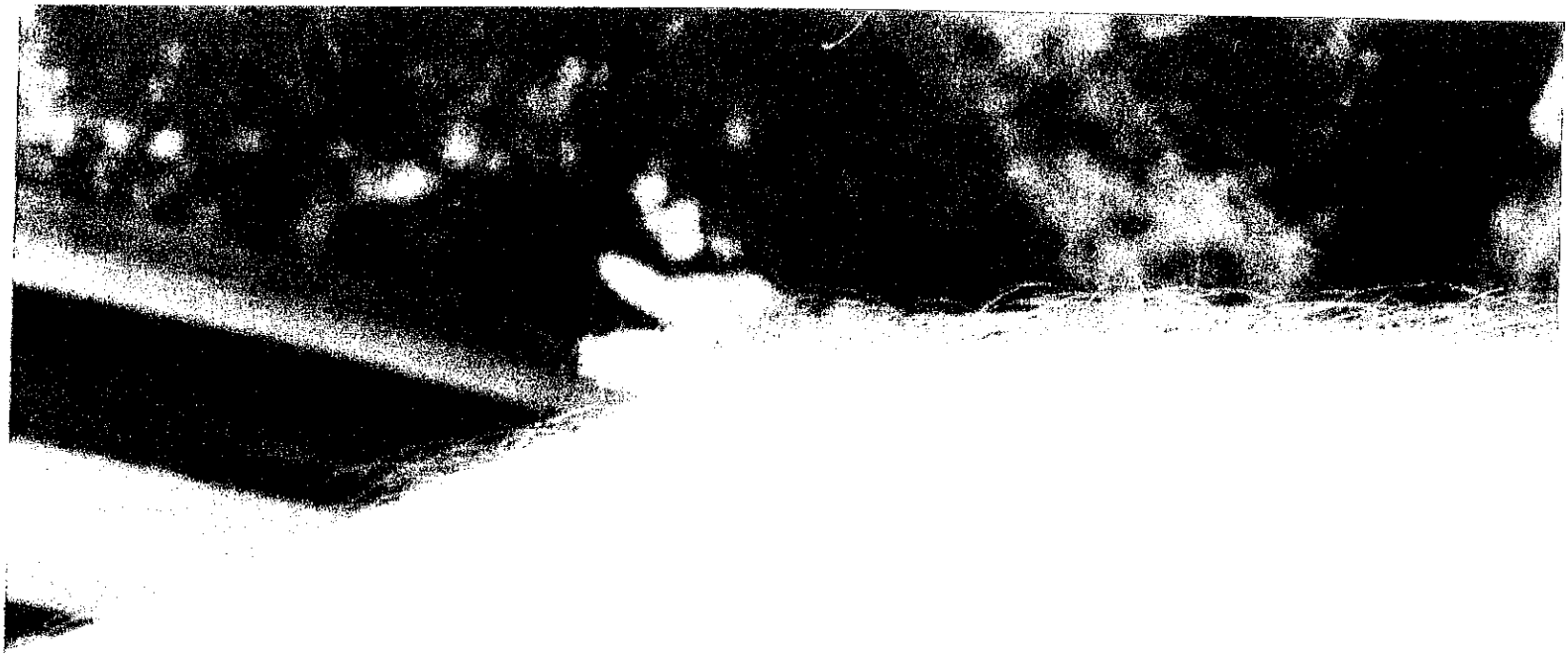














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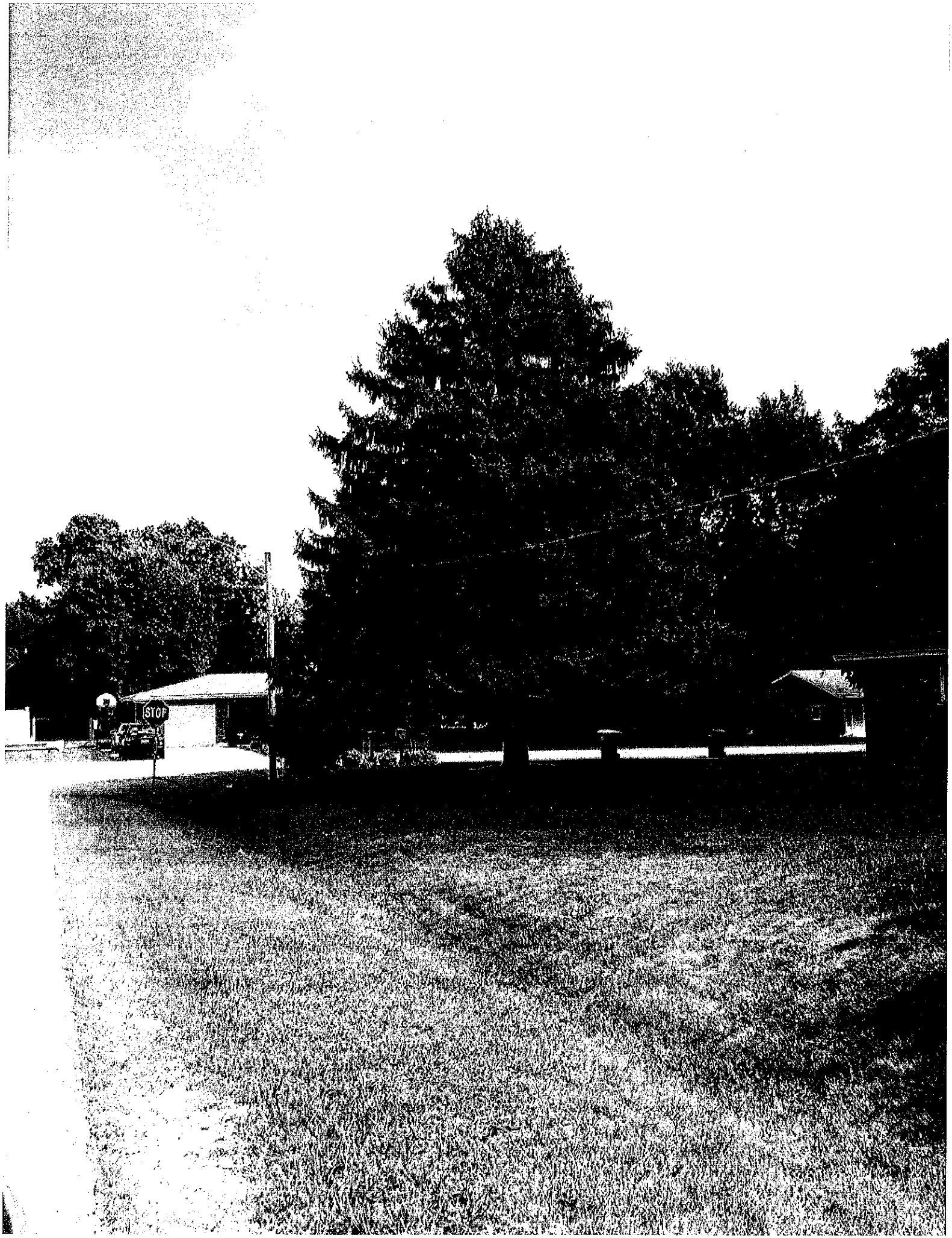
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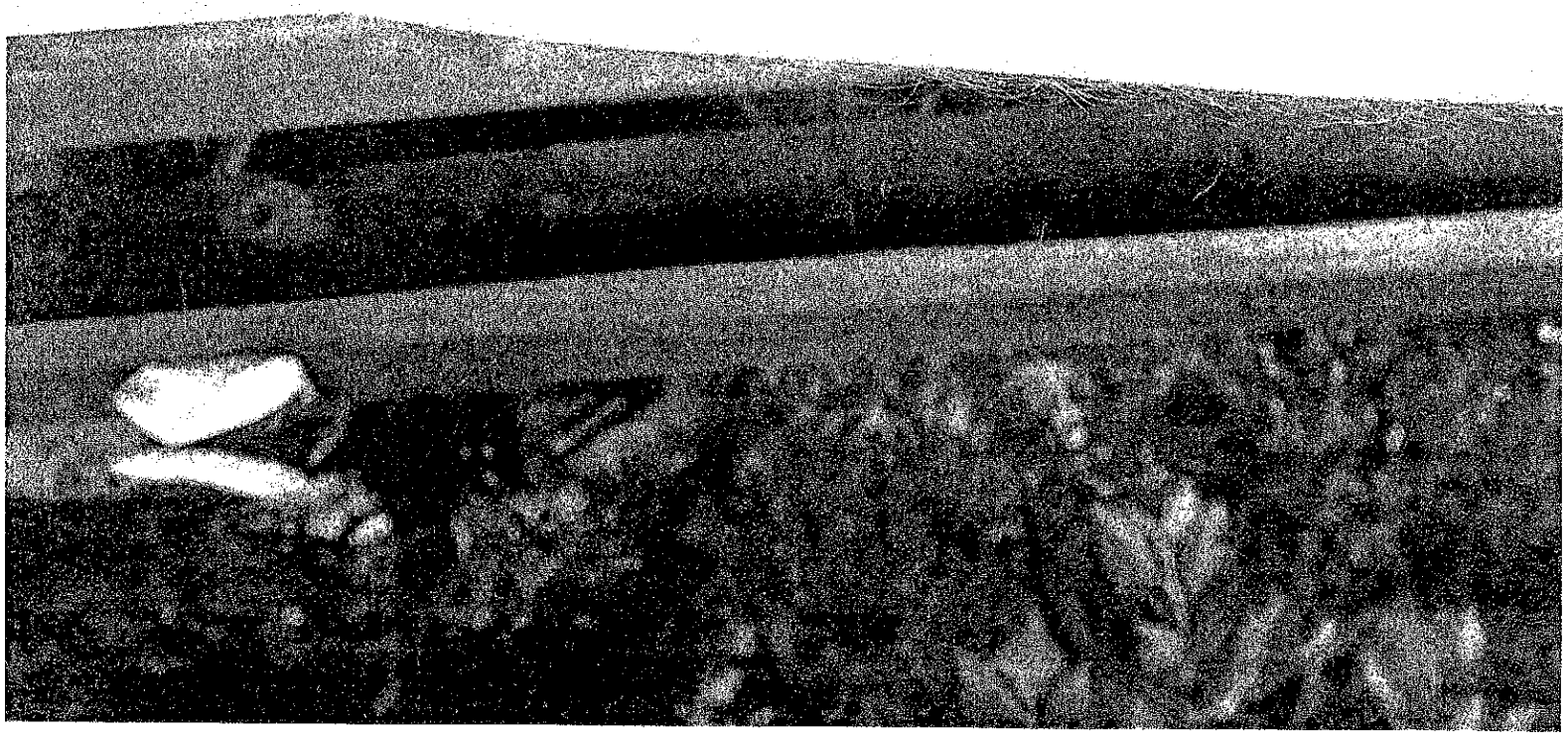



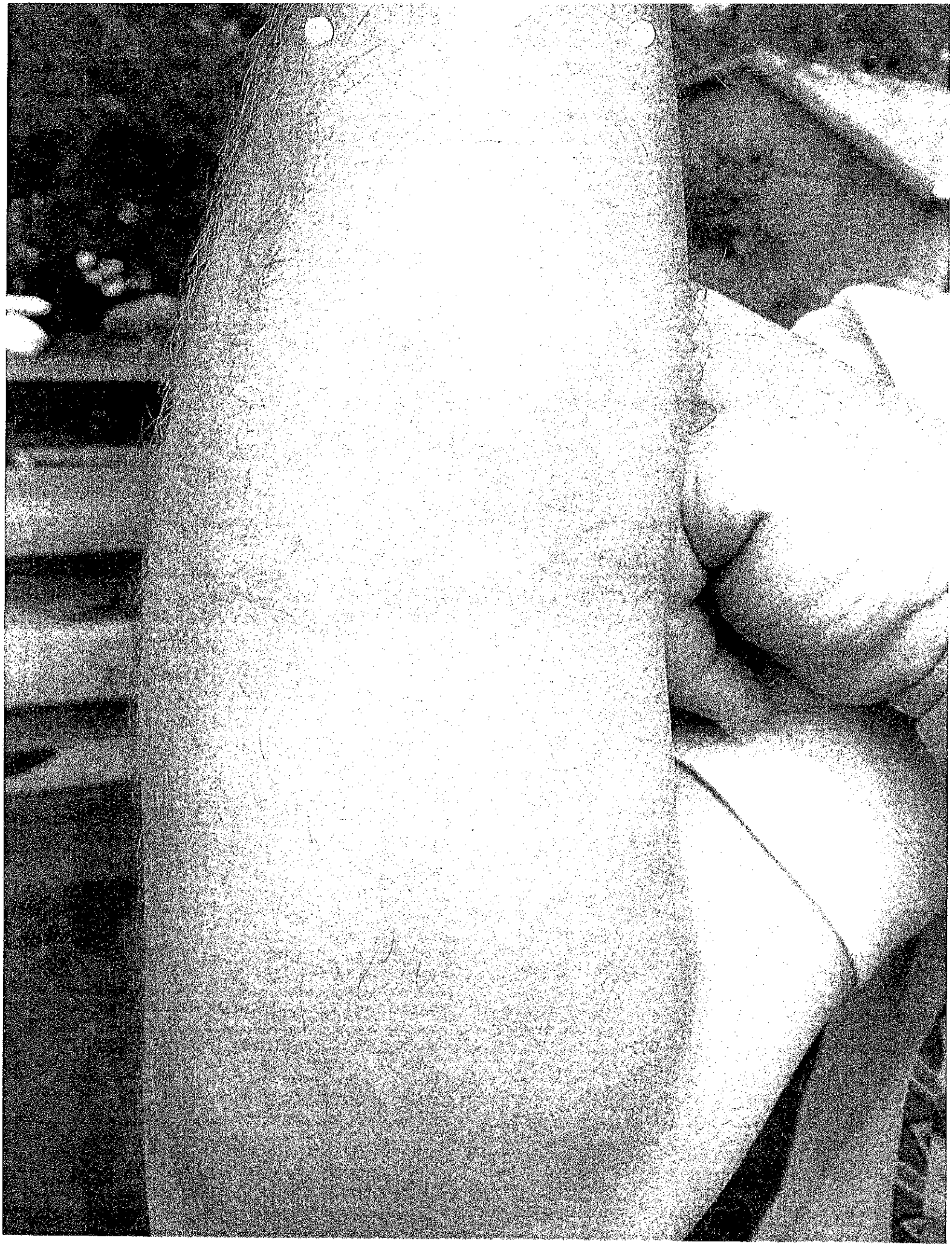



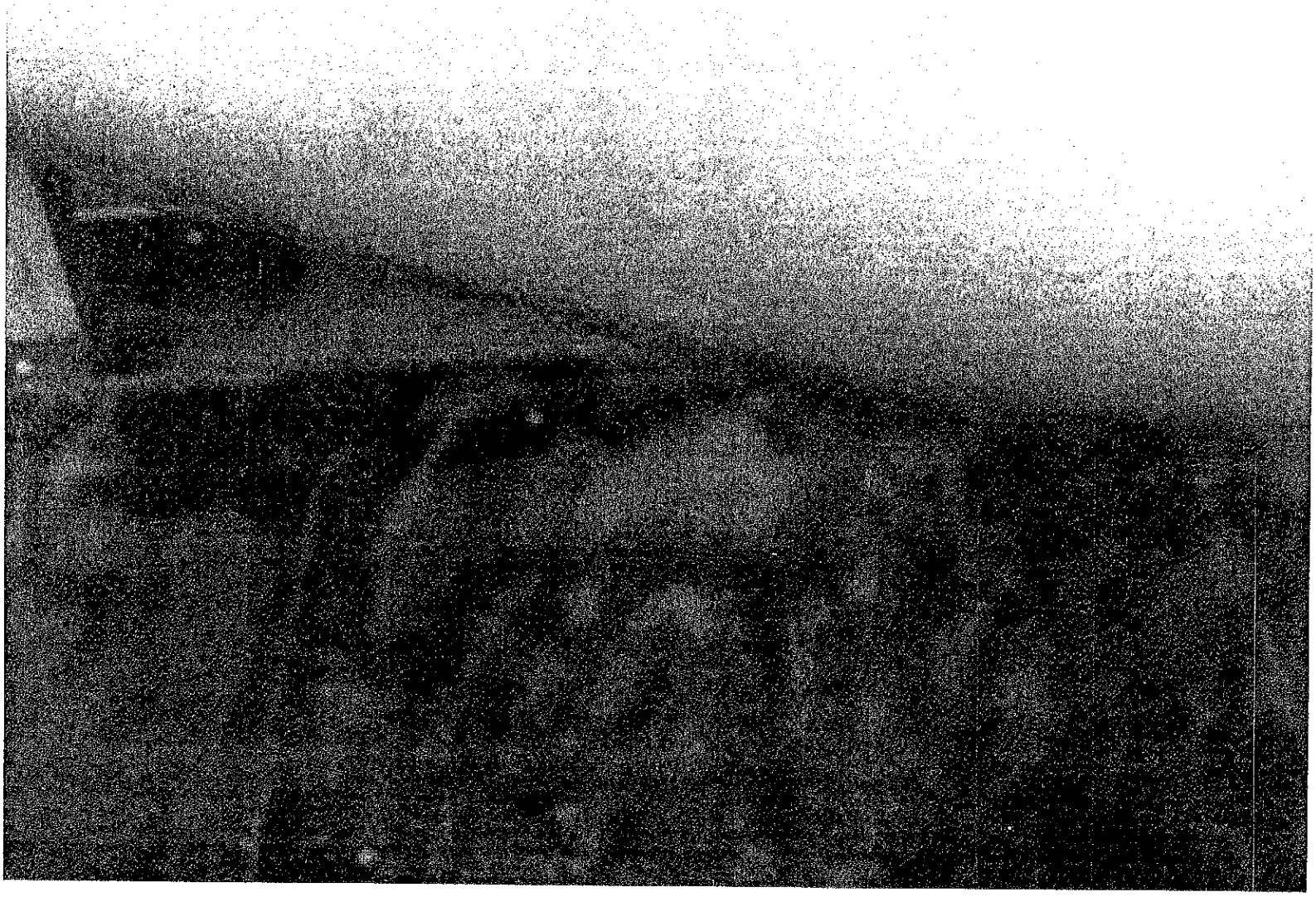



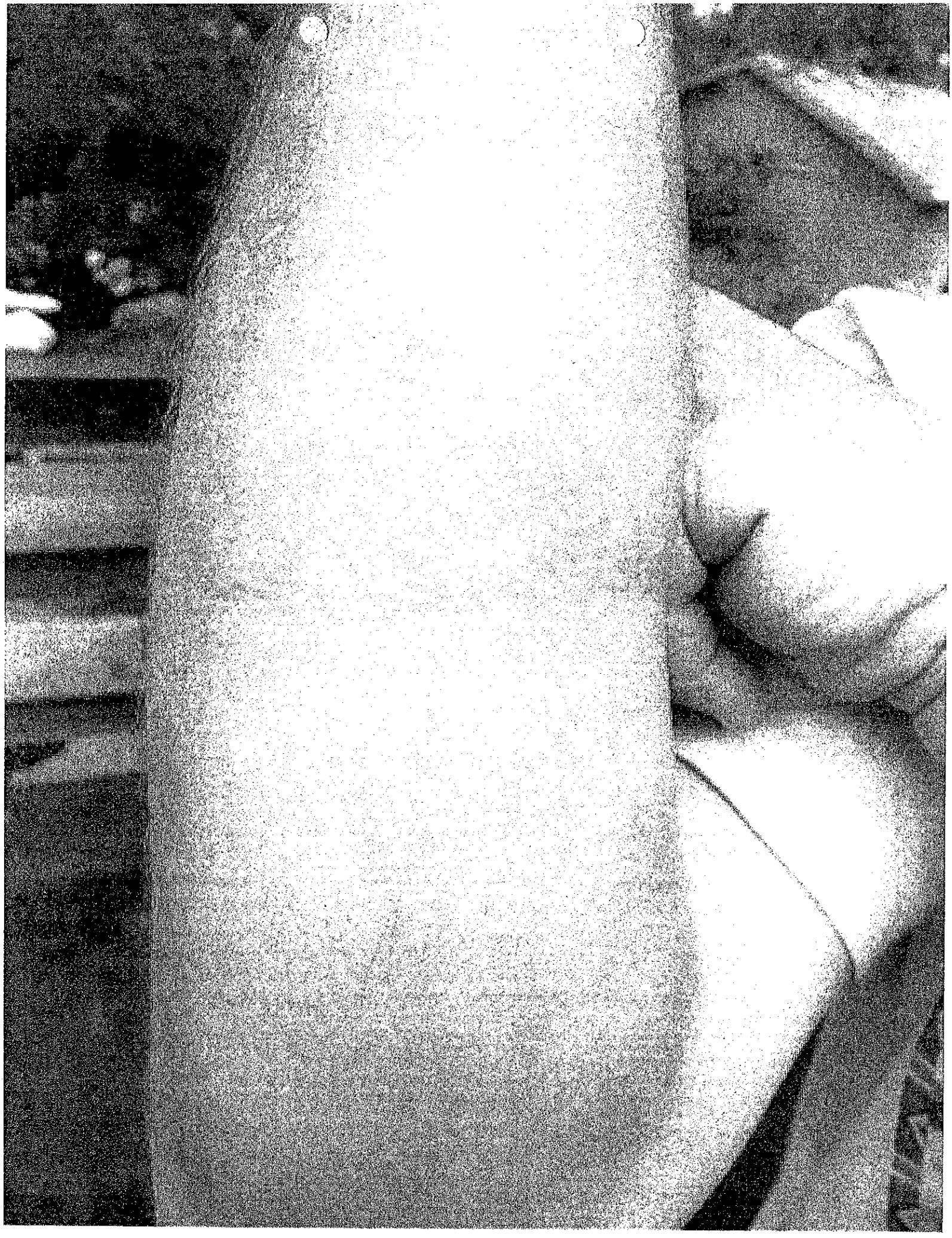

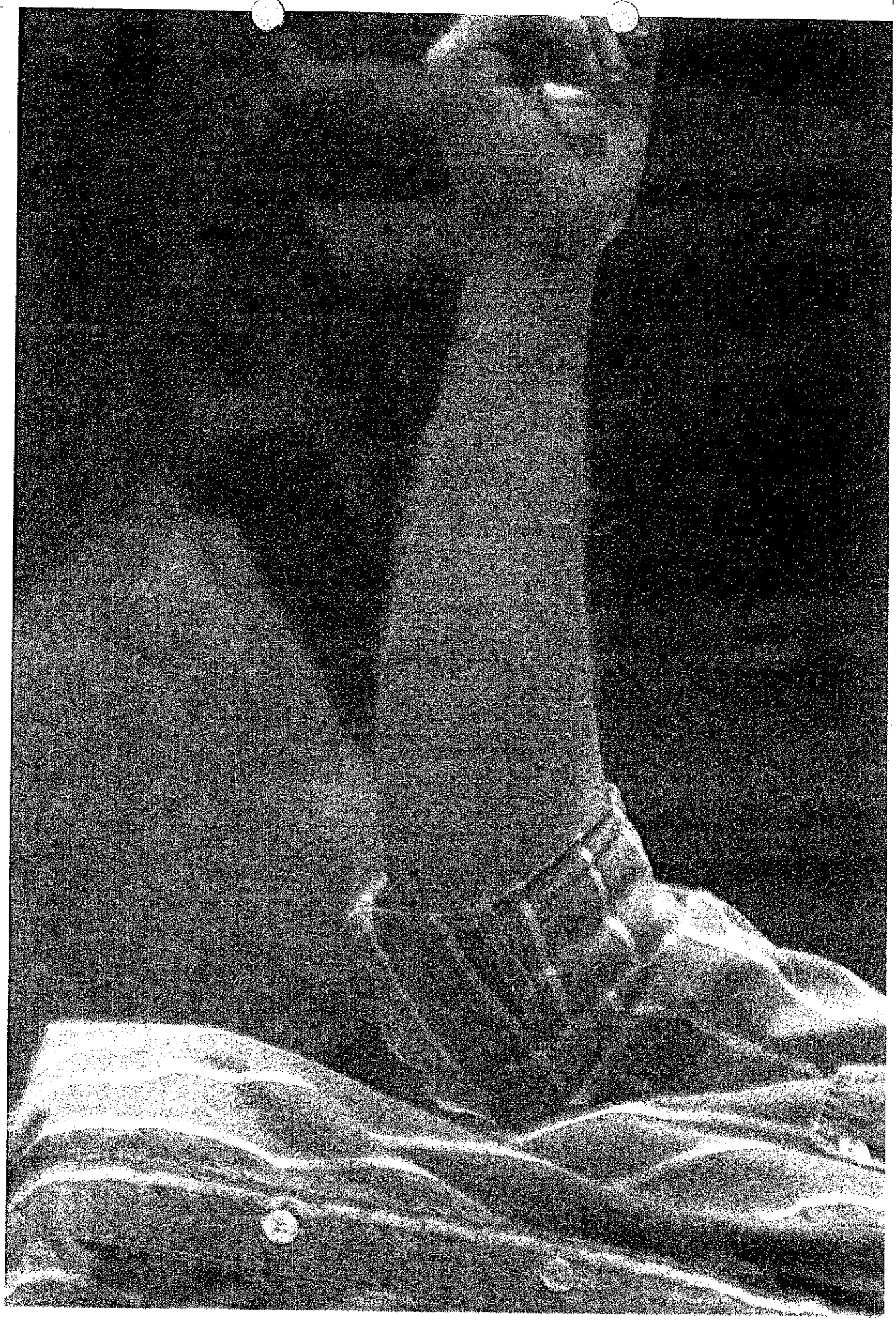

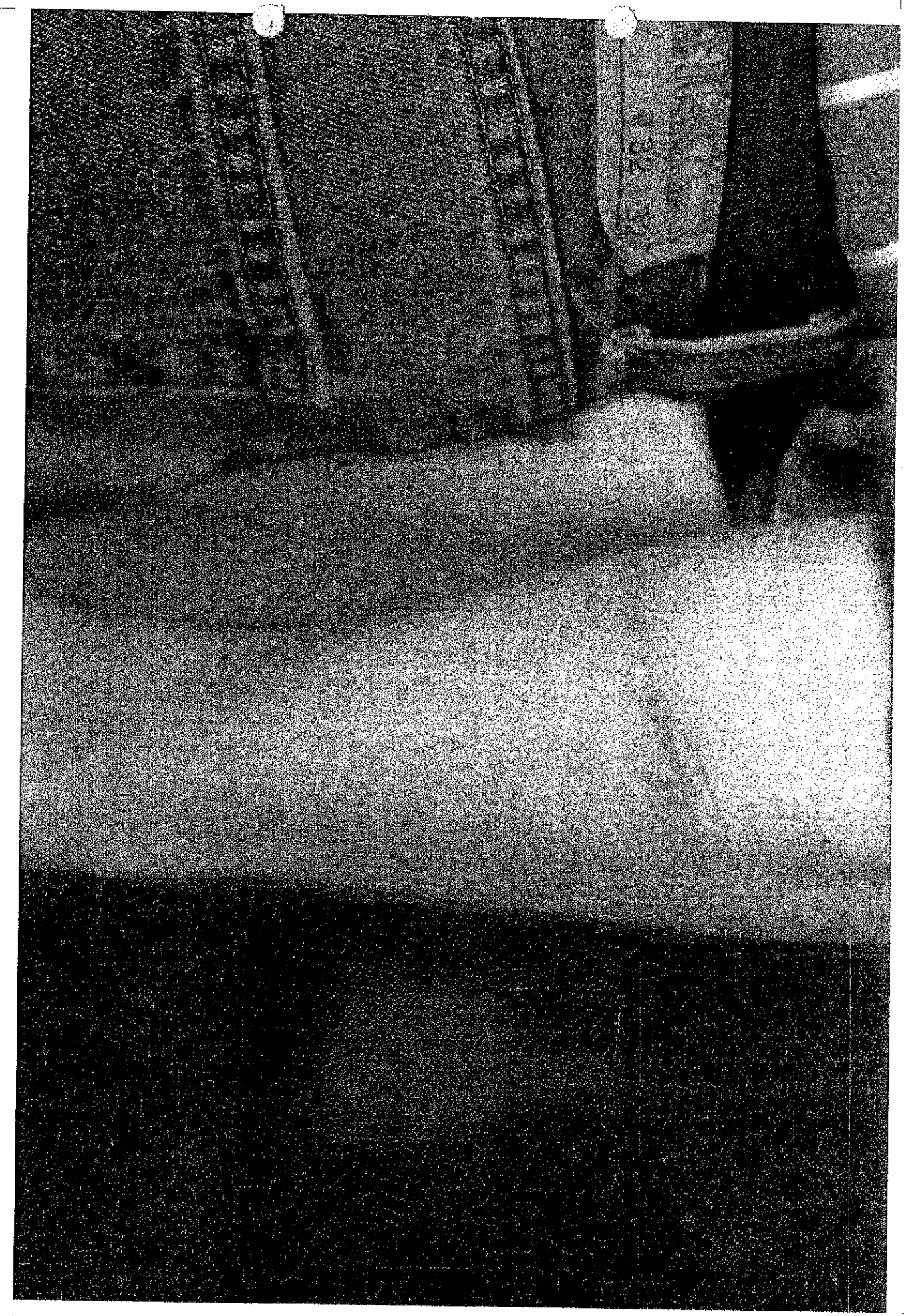

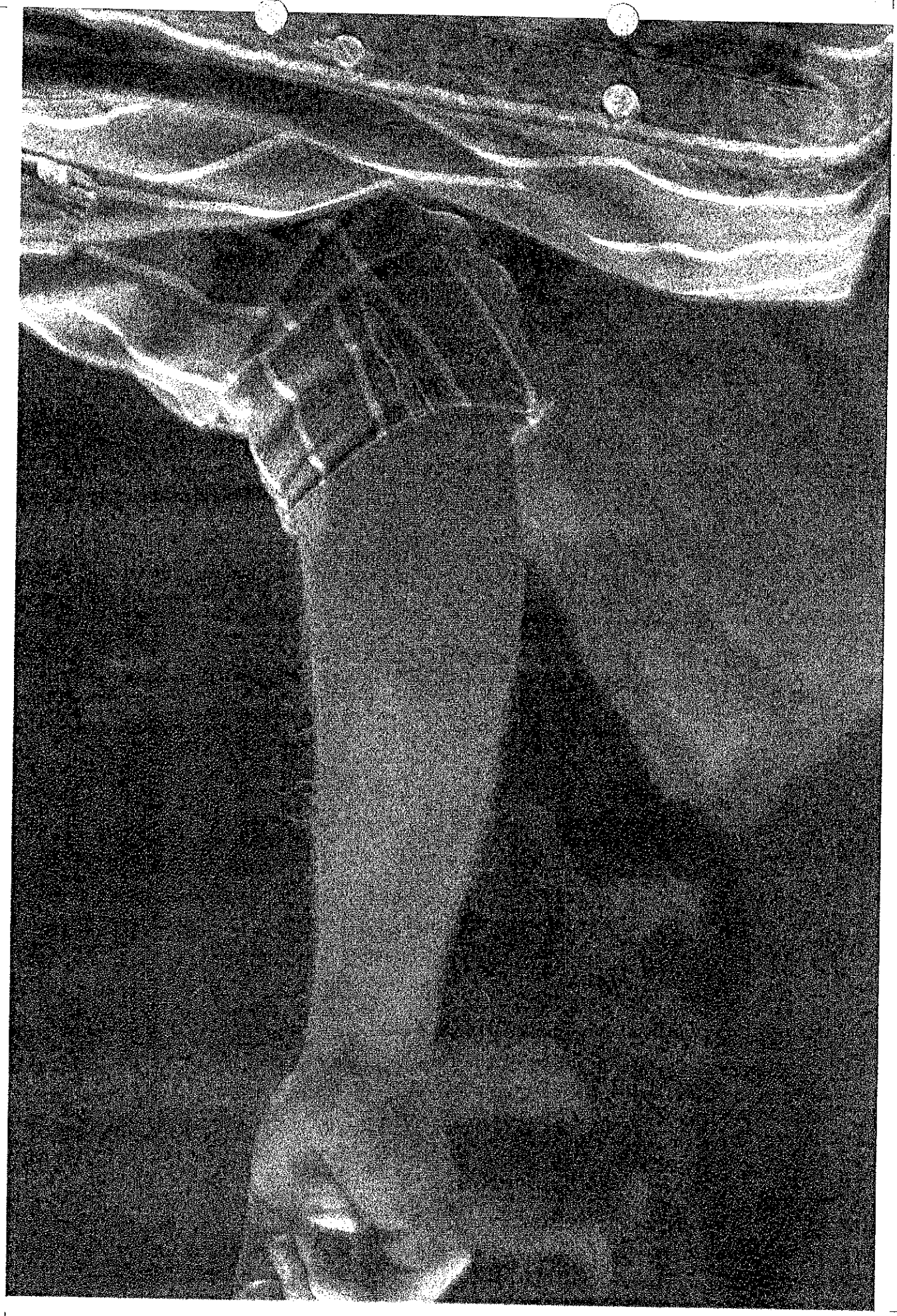





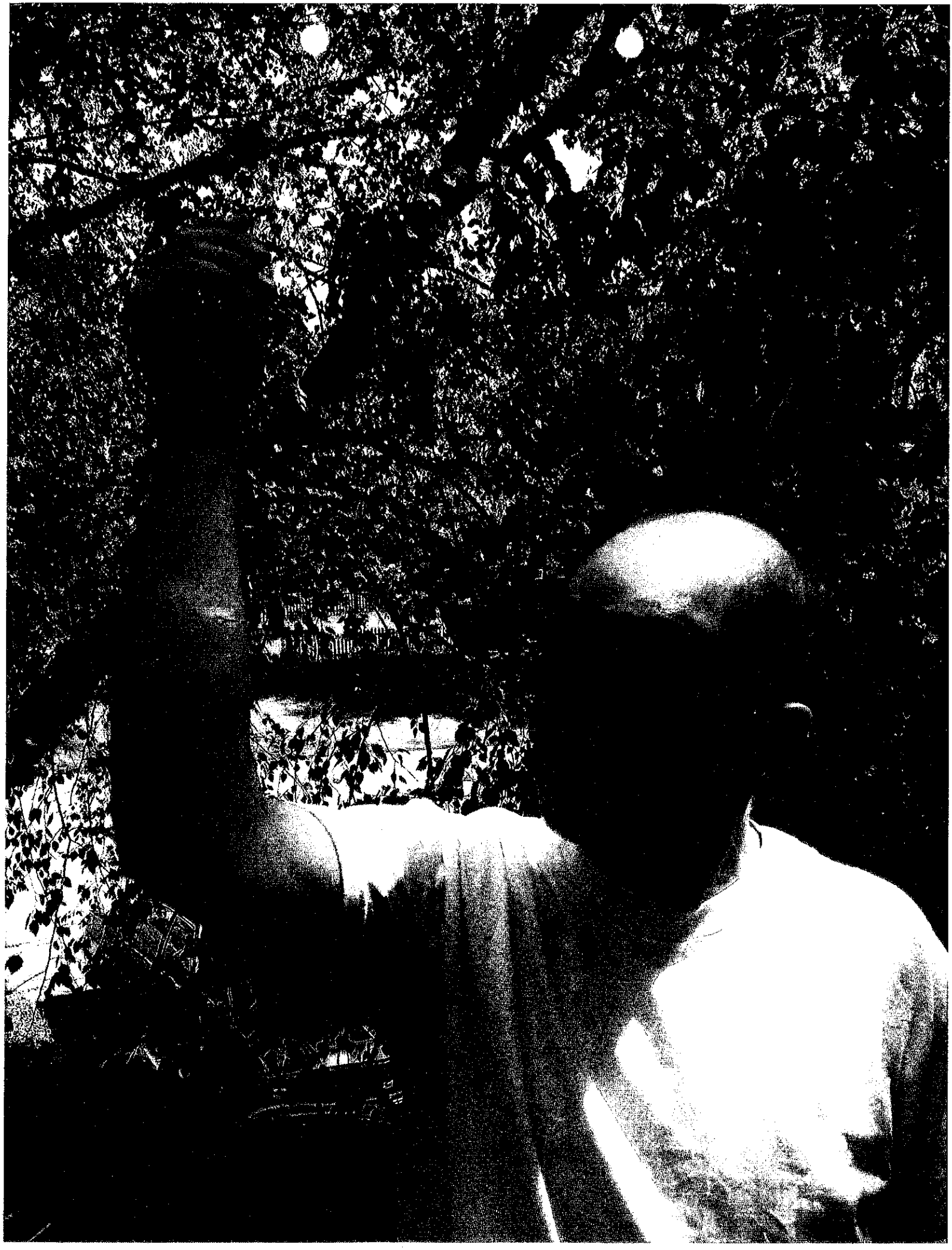

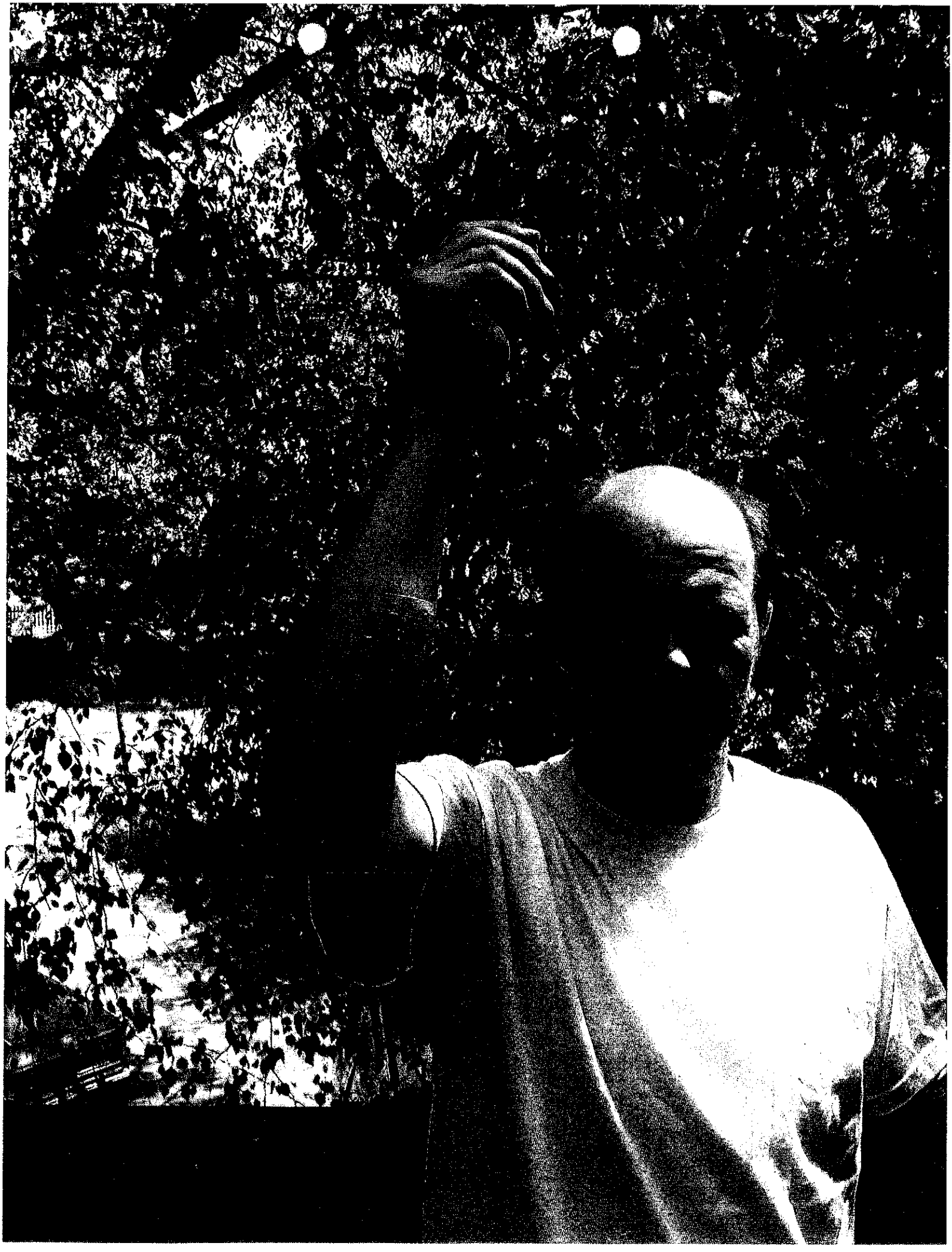




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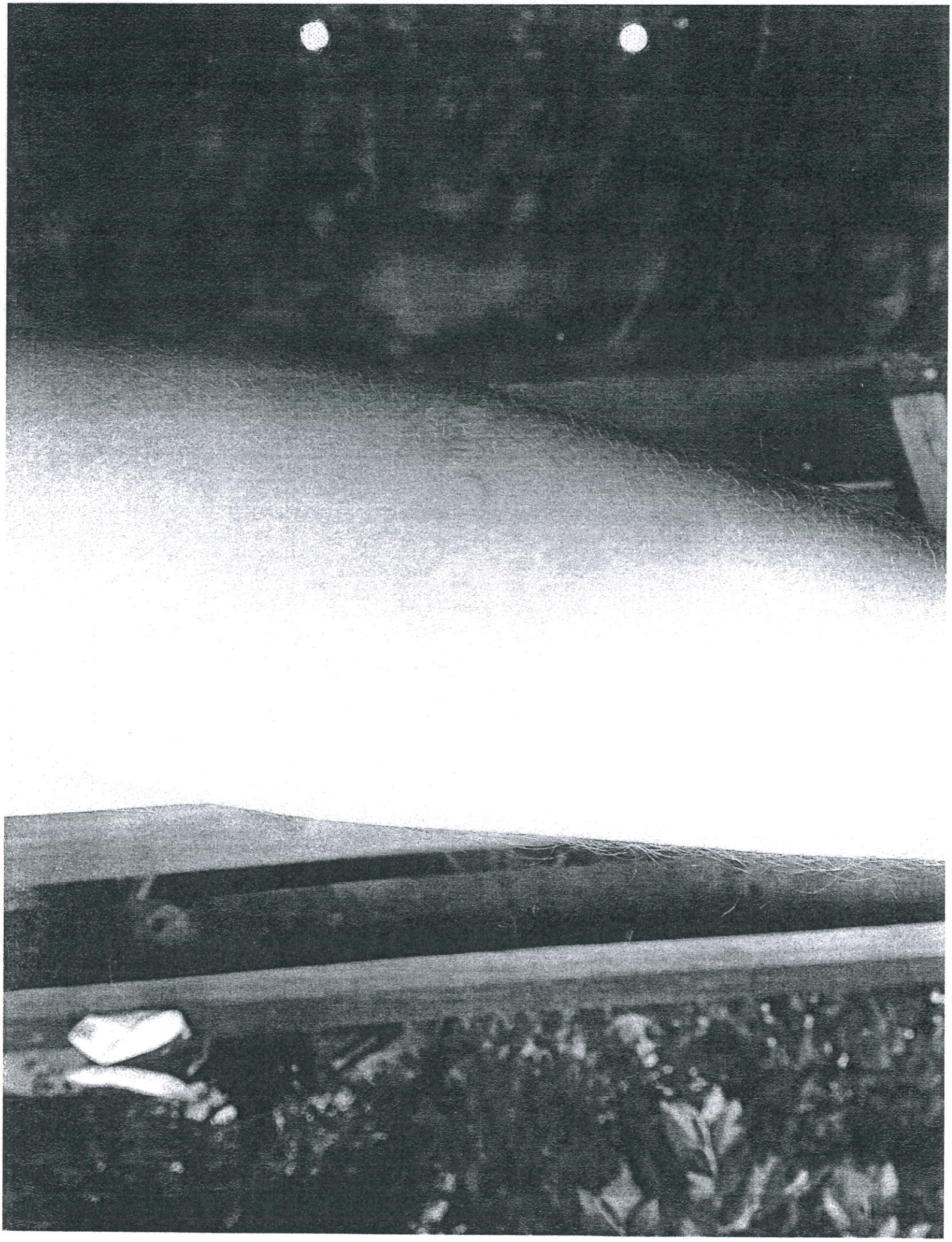



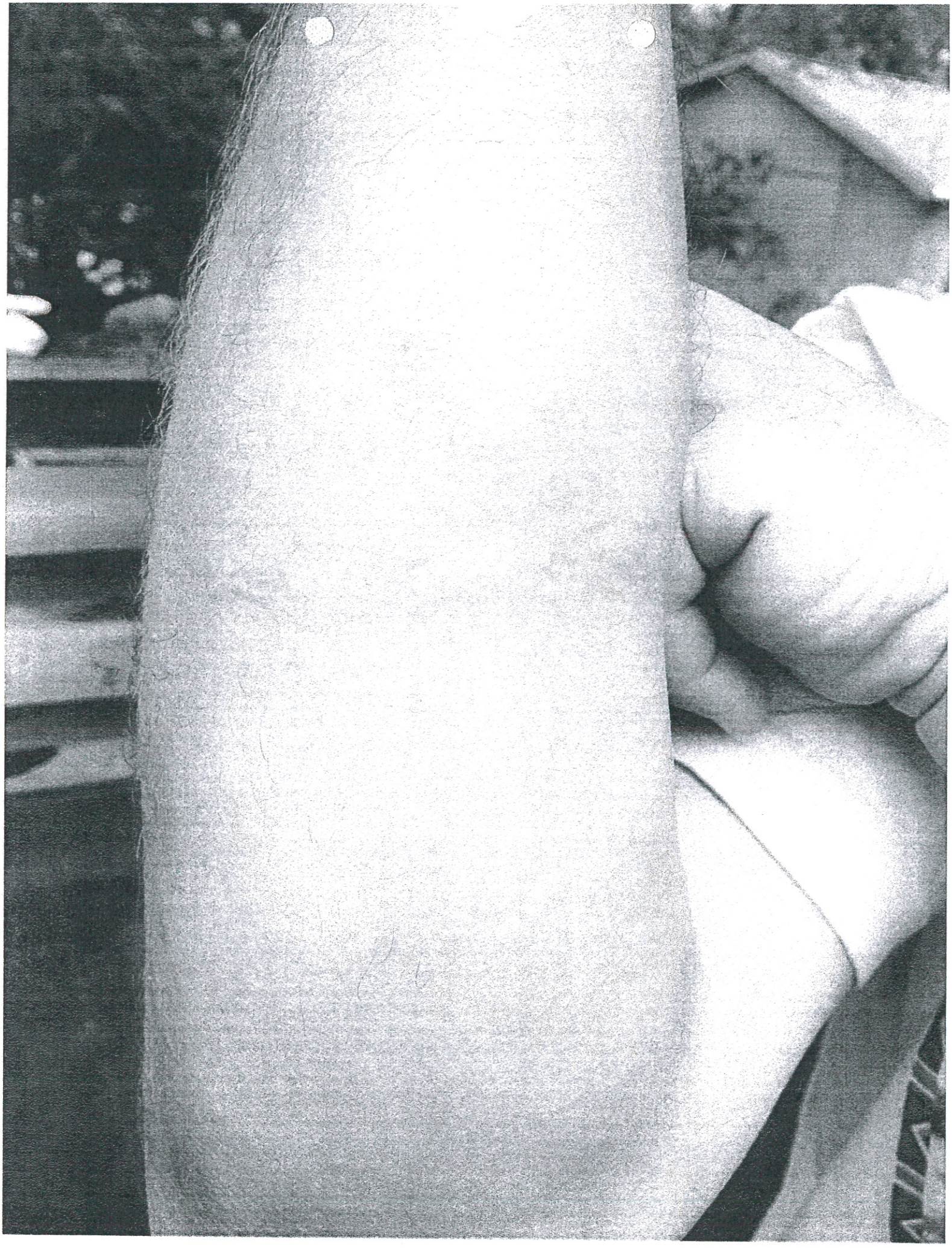

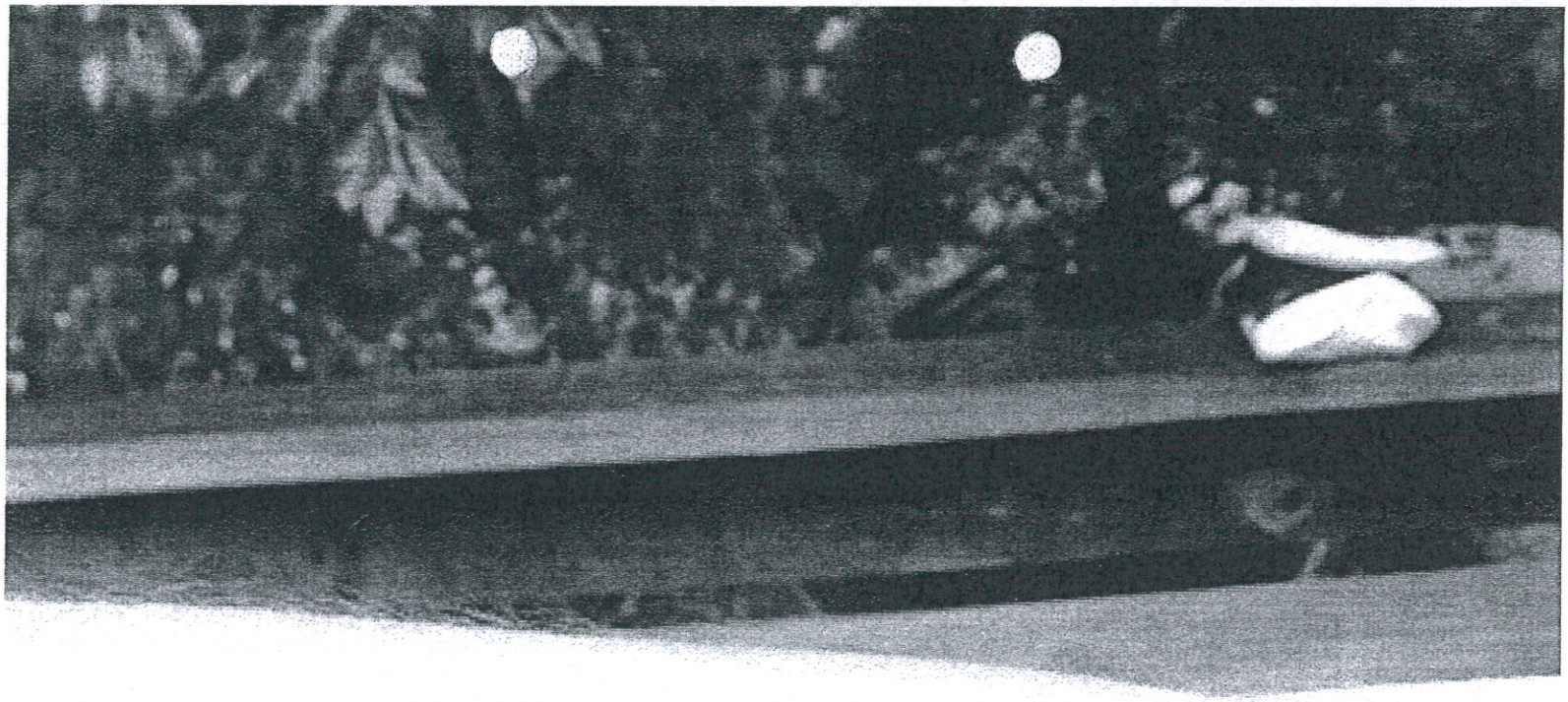

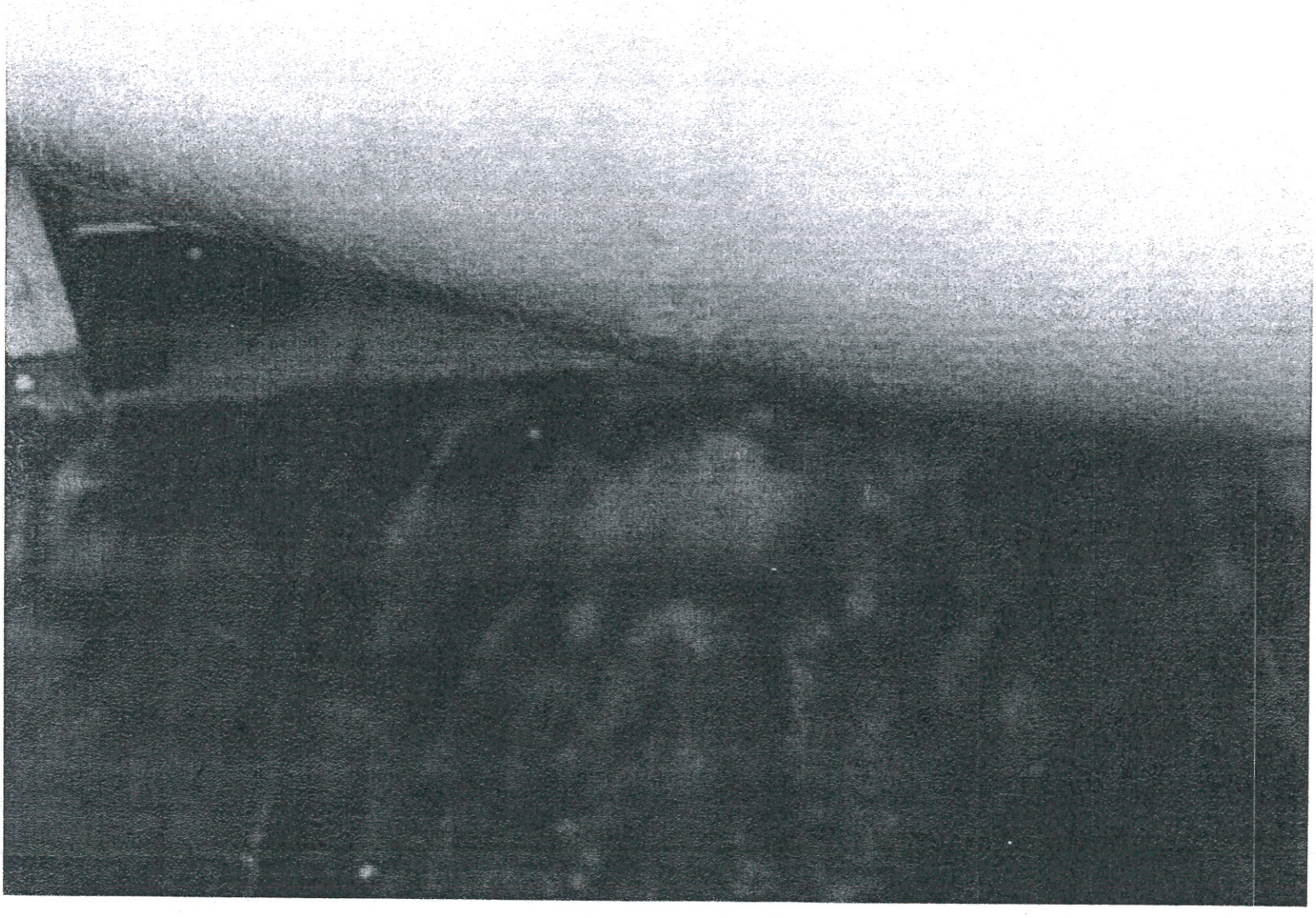

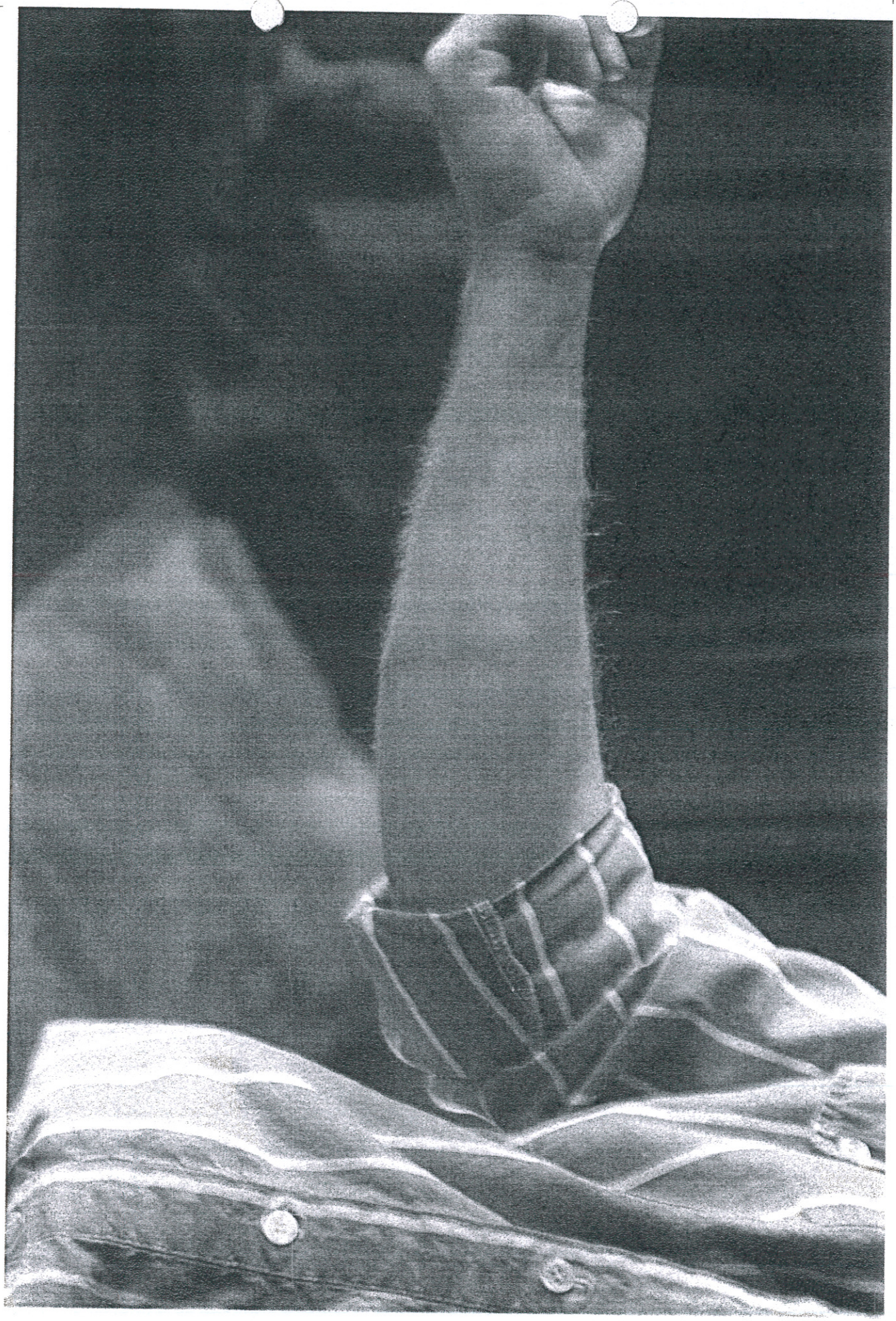


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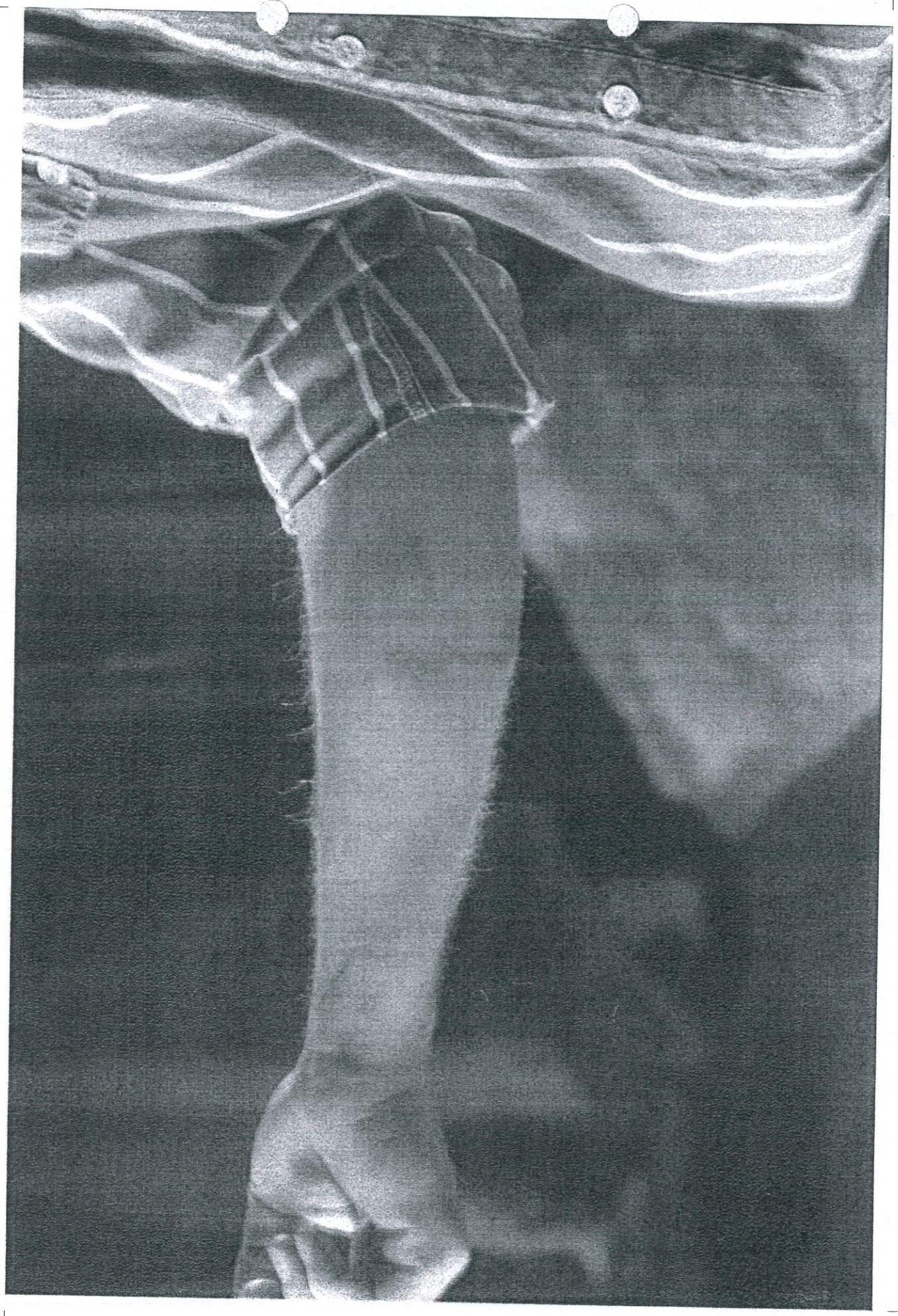


LBERG PAUL R
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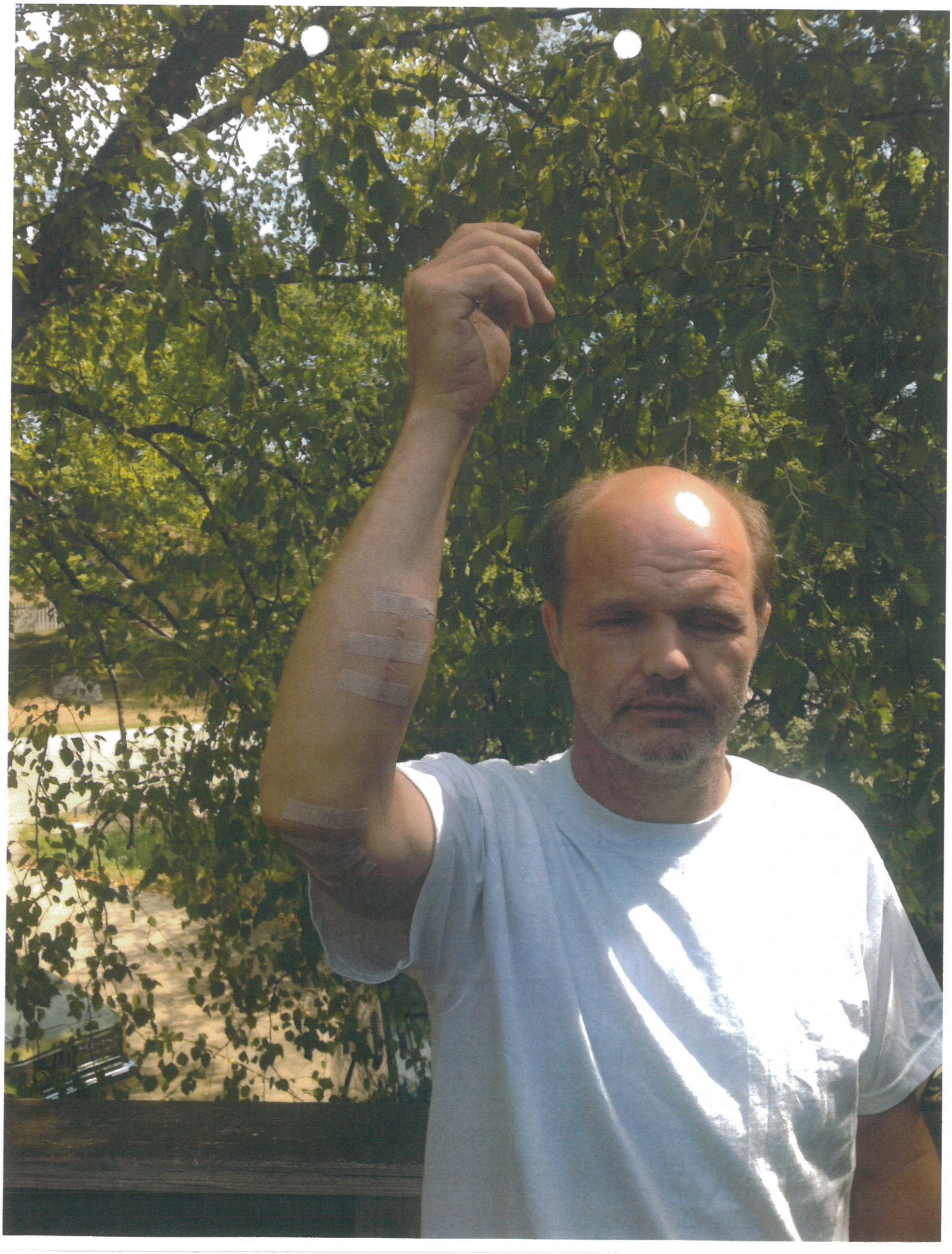


W 32 L 32



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 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. McGuires were on the premises.



4. State specifically and with certainty the personal injuries and propeity 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, 201 1, 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 involvemnt;
- 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

PAUL DULBERG

DATE: 7-20-12

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 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)
) SS
COUNTY OF McHENRY)

_____ 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

FILED
McHenry County, Illinois
JUL 31 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

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. 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.

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
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(815) 344-3797
Attorney No. 6203684

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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
FEB - 6 2013
KATHERINE M. KEEFE
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
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(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.	)	No. 12 LA 178

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 f 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
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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 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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THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG, Plaintiff,	)	Case No.: 2017 LA 377
v.	)	
THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST,	)	
Defendants.	)	

PLAINTIFF'S 213F (1), (2) & (3) INTERROGATORIES TO DEFENDANTS

To: George Flynn (gflynn@clausen.com)
Clausen Miller, P.C.
10 South LaSalle Street, 16th Floor
Chicago IL 60603

NOW COMES your Plaintiff, PAUL DULBERG, by and through his attorneys THE GOOCH FIRM, and for his Supreme Court Rule 213(f) Interrogatories Propounded to the Defendants, THE LAW OFFICES OF THOMAS J. POPOVICH and HANS MAST, states as follows:

1. Pursuant to Illinois Supreme Court Rule 213(f)(1), provide the following of each witness who will testify at Trial as a lay witness:

(a) his or her name, address, telephone number, occupation, and current employment;

(b) the subject matter of his or her expertise;

(c) his or her educational background, academic qualifications, employment history, employment experience, and any other matters which you contend qualify him or her as an expert;

(d) the identification of any and all statements, reports, letters, tape recordings, photographs, memoranda, or

documentation of any type furnished to or obtained by said expert or experts;

(e) the substance of all facts and opinions which he or she could testify, if called as a witness;

(f) the bases and grounds for each such opinion;

(g) the identification of all documents and other tangible evidence relied upon by the opinion witness as a basis for his or her opinion;

(h) the contractual agreement for his or her retention in this case, including the amount of his or her compensation, whether the compensation has already been paid, and whether any compensation is contingent on the outcome of this litigation;

(i) the identification of each book, article, paper, or public statement by the opinion witness which relates to the subject matter of his or her expertise; and

(j) the name and document number of each judicial, administrative or legislative proceeding which he or she has testified or otherwise (as by deposition or affidavit) given evidence within the last ten (10) years, plus the name of the court or other body before which the evidence was given.

ANSWER:

2. Pursuant to Illinois Supreme Court Rule 213(f)(2), provide the following of each witness who will testify at Trial as an independent expert witness:

(a) his or her name, address, telephone number, occupation, and current employment;

(b) the subject matter of his or her expertise;

(c) his or her educational background, academic qualifications, employment history, employment experience, and any other matters which you contend qualify him or her as an expert;

(d) the identification of any and all statements, reports, letters, tape recordings, photographs, memoranda, or

documentation of any type furnished to or obtained by said expert or experts;

(e) the substance of all facts and opinions which he or she could testify, if called as a witness;

(f) the bases and grounds for each such opinion;

(g) the identification of all documents and other tangible evidence relied upon by the opinion witness as a basis for his or her opinion;

(h) the contractual agreement for his or her retention in this case, including the amount of his or her compensation, whether the compensation has already been paid, and whether any compensation is contingent on the outcome of this litigation;

(i) the identification of each book, article, paper, or public statement by the opinion witness which relates to the subject matter of his or her expertise; and

(j) the name and document number of each judicial, administrative or legislative proceeding which he or she has testified or otherwise (as by deposition or affidavit) given evidence within the last ten (10) years, plus the name of the court or other body before which the evidence was given.

ANSWER:

3. Pursuant to Illinois Supreme Court Rule 213(f)(3), provide the following of each witness who will testify at Trial as a controlled expert witness:

(a) his or her name, address, telephone number, occupation, and current employment;

(b) the subject matter of his or her expertise;

(c) his or her educational background, academic qualifications, employment history, employment experience, and any other matters which you contend qualify him or her as an expert;

(d) the identification of any and all statements, reports, letters, tape recordings, photographs, memoranda, or

documentation of any type furnished to or obtained by said expert or experts;

(e) the substance of all facts and opinions which he or she could testify, if called as a witness;

(f) the bases and grounds for each such opinion;

(g) the identification of all documents and other tangible evidence relied upon by the opinion witness as a basis for his or her opinion;

(h) the contractual agreement for his or her retention in this case, including the amount of his or her compensation, whether the compensation has already been paid, and whether any compensation is contingent on the outcome of this litigation;

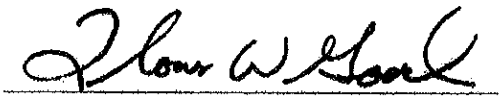
(i) the identification of each book, article, paper, or public statement by the opinion witness which relates to the subject matter of his or her expertise; and

(j) the name and document number of each judicial, administrative or legislative proceeding which he or she has testified or otherwise (as by deposition or affidavit) given evidence within the last ten (10) years, plus the name of the court or other body before which the evidence was given.

ANSWER:

Respectfully submitted by

THE GOOCH FIRM on behalf of Plaintiff,
PAUL DULBERG,



THOMAS W. GOOCH, III

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ARDC No. 3123355

THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG, Plaintiff,	)	Case No.: 2017 LA 377
v.	)	
THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST,	)	
Defendants.	)	

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANTS

To: George Flynn (gflynn@clausen.com)
Clausen Miller, P.C.
10 South LaSalle Street, 16th Floor
Chicago IL 60603

NOW COMES Plaintiff, PAUL DULBERG ("DULBERG") by and through his attorneys THE GOOCH FIRM, and hereby submits his First Set of Interrogatories pursuant to Illinois Supreme Court Rule 213 to Defendants, THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST (hereafter collectively referred to as "DEFENDANTS"), along with Instructions and Definitions. Plaintiff requests a written response within twenty-eight (28) days of service.

DEFINITIONS

The following Definitions are to be considered applicable with respect to each interrogatory contained herein:

1. "Billings" or "bills" means the monthly bills charged **DULBERG** at any time regardless of whether full or partial payments were made.

2. "Billing records" also can mean records of time billed or recorded on behalf of other clients of **THE LAW OFFICE OF THOMAS J. POPOVICH, P.C. and HANS MAST** by any time keeper during the relevant period on days when that time keeper performed tasks pursuant to the engagement letter for **DULBERG**.

3. "Calendar" means the master calendar of **THE LAW OFFICE OF THOMAS J. POPOVICH, P.C. and HANS MAST** and all individual calendars of any person involved in the underlying case during the relevant time period.

4. "Client file" means any documents gathered or received by **THE LAW OFFICE OF THOMAS J. POPOVICH, P.C. and HANS MAST** during their representation of **DULBERG** in the underlying matter.

5. "Consultant[s]" means and refers to persons, whether retained as experts or as non-experts, contacted by you or on your behalf to provide information, opinions, and/or review of materials or tangible things relating or referring to the positions or potential positions taken by you in preparation of any documents, hearings, or settlement negotiations.

6. "Document[s]" means any written, graphic or recorded matter any object or tangible thing of every kind of description, or any combination thereof, and without limitation, whether draft, revision or final; whether original or reproduction; however produced and reproduced; whether such object, record or communication is written, typewritten, printed by hand or recorded, and including without limitation, correspondence, contracts, memorandums of understanding, term sheets, proposals, quotes, notes, memoranda, letters, reports, minutes, resolutions, summaries, telegrams, publications, invoices, purchase orders, estimations, accounting records and work papers, accounts, accounts payables, cash flow statements, commission agreements and commission statements, conferences (including but not limited to reports and/or summaries thereof), annual or other periodic reports, applications, appointment books, appraisals, assignments, assignment of beneficial interest, audit reports, calendar entries or notations, calendars, checks, checkbooks, canceled checks, cards, cartridges, cash flow statements, cassettes certificates, change orders, charts, release orders, checks, registers, receipts, statements, financial statements, filings with any government agency (including but not limited to federal, state, local or foreign governments) inventories, investigations and summaries of investigations, periodicals, photographs, slides or negatives, photographs and negatives, pictures or other matter which is able to be seen or read without mechanical or electrical assistance, plans, plates, pleadings, policies, press releases, proformas, programs, projections, promissory notes, promotional literature and materials, proof, proof of claims, records, records of meetings (including but not limited to notes, reports and summaries of conferences or interviews, whether formal or informal), recordings or transcriptions (including but n limited to notes, reports, and summaries of conferences or interviews, whether formal or informal), communiques, contracts, agreement, amendment, addendums, modifications and cancellations to contracts, recordings, transcriptions of recordings, inspection reports, videotapes, audiotapes, e-mails, facsimiles, diaries, schedules, files, file folders, original or preliminary notes, outlines, papers, personal records, loan documents, manuals or excerpts therefrom, retainer agreements, statements of income and expense, statements or books of account, statistical or information accumulations or compilations, tax returns, handbooks, and business records and shall include, without limitation,

originals, duplicates, all file copies, all other copies (with or without notes or changes thereon) no matter how prepared, drafts, data, disks, tapes, databases, back-up tapes, zip-drives and disks, compilations, computer files, directories and any other computerized data or information, working papers, routing slips and similar materials, and including all documents which relate to the subject matter of this action.

7. "Engagement letter" and/or "engagement agreement" means the letter or agreement or retainer agreement between **THE LAW OFFICE OF THOMAS J. POPOVICH, P.C. and HANS MAST** and **DULBERG.**

8. "Identify" and "describe" means and refer to:

a. Provide a detail of all facts and circumstances supporting your contentions, and/or the act, occurrence, statement, communication and/or conduct which is the subject of the interrogatory and provide the date of such act, occurrence, statement or communication, the persons present, persons involved, persons who witnessed and/or persons who have knowledge of such facts, circumstances, acts, occurrences, statements, and/or communications;

b. Provide the name, address and telephone number of all persons having knowledge of such facts and circumstances and/or of all persons present, involved and/or who witnessed the same;

c. Provide the title of any responsive documents relating to the subject of the interrogatory, the person who created such documents, the persons who were the recipients of such documents, the date such documents were created and the present location of the documents; and

d. Provide the name, address, and telephone number of any company which is the subject of the interrogatory.

9. "Objects" and "tangible things" means and refers to material items or assets capable of being perceived or capable of being appraised at an actual or approximate value.

10. "Person" or "person[s]" means and refer to any natural person, partnership, corporation, joint venture, business organization whether public or private, and/or other entity and including its officers, directors, partners, joint venturers, employees, consultants, representatives, and agents.

11. "Refer[ing]" or "relate[ing] to" means to be legally, factually and/or logically connected to.

12. "Relevant time period" means the time from **May 1, 2012 to the present**.

13. "Task" means and refers to each discrete duty, assignment or job performed by you and/or any of your employees for which you are charging fees to **DULBERG**, as contained in the Engagement Agreement.

14. "Timekeeper" means any attorney employee of **THE LAW OFFICE OF THOMAS J. POPOVICH, P.C. and HANS MAST** or non-attorney employee of **THE LAW OFFICE OF THOMAS J. POPOVICH, P.C. and HANS MAST** who during the relevant time period performed any task on behalf of **DULBERG** in the underlying case.

15. "Timesheets" means and refers to the maintaining, tracking or keeping record of time for legal services performed by you and/or your consultants, whether such timesheets are kept contemporaneously or non-contemporaneously, typewritten or handwritten, and/or retained in or on pre-printed forms, calendars, logs, diaries, folders, files, computer-generated forms or forms contained within computer programs, including but not limited to software designed for and used by legal firms and/or accounting departments to track time for services such as time slips and/or Excel spreadsheets and print-outs of computer generated forms.

16. "Underlying matter" means and refers to **PAUL DULBERG** and any and all other matters involving **DULBERG**.

17. "You," "your," and "yours" means and refers to, **THE LAW OFFICE OF THOMAS J. POPOVICH, P.C. and HANS MAST** whether acting in this name or any alias names or surnames used by you, and/or including your agents, representatives, attorneys, accountants, employees, and/or anyone acting at your direction and/or on your behalf or at your request.

18. "Your counsel" means and refers to your attorneys representing you in this case, and/or your counsel's agents, representatives and/or anyone acting at their direction or their request on your behalf.

19. Whenever used herein, the singular shall include the plural and vice versa.

20. Whenever used herein, "and" may be understood to mean "or" and vice versa whenever such construction results in a broader request for information.

21. To the extent any paragraph is objected to, please set forth all reasons for your objection, specifically identifying the legal basis for any objection based upon a claim of work product or any common law or statutory privilege as required by S. Ct. Rule 201(n).

22. Duplicitous Request: It is not the intention of this production request to duplicate responses. If any request duplicates another request, only one response is required. Reference may be made to the previous response.

INTERROGATORIES

1. Please state your name and State Bar Number.

ANSWER:

2. With respect to your education, please identify each institution of higher learning that you ever attended, including the law school from which you graduated. Also, as to each institution, please set forth the following information specifically and in detail:

a. State each declared major/minor area of study.
b. Set forth each bar association of which you are a member.

ANSWER:

3. Do you maintain that you concentrate your practice in any particular type of area of the law? If so, please set forth the following information:

a. A description of the legal work, area of law, or type of matter in which your practice is concentrated
b. For how many years have you engaged in the practice of law concentrated in a particular area.

ANSWER:

4. Have you ever been suspended, censured, reprimanded or otherwise disciplined by the Illinois Supreme Court or the Attorney Registration and Disciplinary Commission of the Illinois Supreme Court?

ANSWER:

5. Did you ever enter, at any time, into or establish an attorney-client relationship with the Plaintiff? If your answer is anything other than an unconditional "no," please set forth the following information specifically and in detail:

a. The date upon which the relationship was first established, and if the relationship was ever terminated, the date or dates of each such termination.
b. The nature and description of the legal services that you agreed to provide.
c. Please identify every contract, retainer agreement, letter of engagement or

writing that relates to the establishment of your relationship with the Plaintiff by stating a brief summary of its contents. Alternatively, in lieu of your answer, please attach the document.

ANSWER:

6. Commencing from the date when the Plaintiff first contacted you through the date of your answers to these Interrogatories, state whether you are covered or were covered by a policy of professional liability insurance (i.e., malpractice insurance) which is providing coverage or which has denied or reserved coverage for the claim of the Plaintiff? If the answer is no, see 2(c). If the answer is yes, see 2(a)-2(b):

a. Please provide the name of the insurer and the policy number.
b. If coverage has been reserved or denied, describe the reasons of for the denial or reservation and attach any document you have received from the insurer relating to the reservation or denial.
c. If you are not covered by a policy of professional liability coverage, please state the last time you were insured.

ANSWER:

7. Do you have possession of Plaintiff's client file created during the time period you represented Plaintiff?

ANSWER:

8. Did you ever represent the Plaintiff with respect to any matters other than those which are the subject of this litigation?

ANSWER:

9. Set forth the name and title of each individual who participated in the preparation, investigation, evaluation, and analysis of any aspect of your representation of the Plaintiff, including but not limited to present and former attorneys, secretaries, paralegals, investigators, law clerks, student assistants, and other individuals who participated in the handling or preparation of the Plaintiff's matter.

ANSWER:

10. With respect to each meeting, telephone conversation, mailed letters or other

correspondence, and email discussions you had with the Plaintiff, please set forth the following:

a. The mode of the communication, date/time of the communication and the substance of the communication.

b. Identify any/all correspondence that mentions or refers to the communication by stating its date and authors. Include a brief description of the contents of the correspondence or, alternatively, attach a copy of it to your answers to these Interrogatories.

ANSWER:

11. Did you ever refuse to communicate with the Plaintiff or act on his behalf

ANSWER:

12. Did you withdraw from representation of the Plaintiff?

ANSWER:

13. With respect to the pending action against you and the firm for legal malpractice and with respect to the Plaintiff, please identify each drafting of work that you engaged in on the Plaintiff's behalf, and with respect to each, please set forth the following information specifically and in detail:

a. A description of the work performed. The date that the work was performed, the approximate amount of time spent, and the amount charged to the Plaintiff for said work.

ANSWER:

14. State the name, title and telephone number of any employee of any Defendant during your period of representation of the Plaintiff.

ANSWER:

15. State the name of the person responsible for assembling monthly bills/invoices and sending them to the Plaintiff during the time period you represented Plaintiff.

ANSWER:

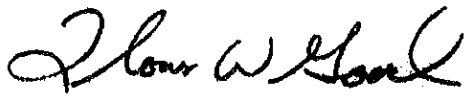
16. If any person listed in Interrogatory No. 15 is no longer employed by you, identify that person by name and providing telephone number.

ANSWER:

17. Describe all documents reviewed by anyone in the course of preparation of the responses to these interrogatories.

ANSWER:

Respectfully submitted,
THE GOOCH FIRM
on behalf of Plaintiff, PAUL DULBERG,



THOMAS W. GOOCH, III

THE GOOCH FIRM
209 South Main Street
Wauconda, IL 60084
(847) 526-0110
ARDC No. 3123355
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THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG, Plaintiff,	)	Case No.: 2017 LA 377
v.	)	
THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST,	)	
Defendants.	)	

PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANTS

To: George Flynn (gflynn@clausen.com)
Clausen Miller, P.C.
10 South LaSalle Street, 16th Floor
Chicago IL 60603

NOW COMES Plaintiff, PAUL DULBERG ("DULBERG") by and through his attorneys THE GOOCH FIRM, and hereby respectfully moves that Defendants, THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST (hereafter collectively referred to as "DEFENDANTS"), along with their attorneys and agents, produce at THE GOOCH FIRM, 209 South Main Street, Wauconda, Illinois 60084, within 28 days for inspection and copying the following:

DEFINITIONS

The following Definitions are to be considered applicable with respect to each Request contained herein:

1. "Billings" or "bills" means the monthly bills charged **DULBERG** at any time regardless of whether full or partial payments were made.

2. "Billing records" also can mean records of time billed or recorded on behalf of other clients of **DEFENDANTS** by any time keeper during the relevant period on days when that time keeper performed tasks pursuant to the engagement letter for **DULBERG.**

3. "Calendar" means the master calendar of **DEFENDANTS** and all individual calendars of any person involved in the underlying case during the relevant time period.

4. "Client file" means any documents gathered or received by **DEFENDANTS** during its representation of **DULBERG** in the underlying matter.

5. "Consultant[s]" means and refers to persons, whether retained as experts or as non-experts, contacted by you or on your behalf to provide information, opinions, and/or review of materials or tangible things relating or referring to the positions or potential positions taken by you in preparation of the prenuptial agreement.

6. "Document[s]" means any written, graphic or recorded matter any object or tangible thing of every kind of description, or any combination thereof, and without limitation, whether draft, revision or final; whether original or reproduction; however produced and reproduced; whether such object, record or communication is written, typewritten, printed by hand or recorded, and including without limitation, correspondence, contracts, memorandums of understanding, term sheets, proposals, quotes, notes, memoranda, letters, reports, minutes, resolutions, summaries, telegrams, publications, invoices, purchase orders, estimations, accounting records and work papers, accounts, accounts payables, cash flow statements, commission agreements and commission statements, conferences (including but not limited to reports and/or summaries thereof), annual or other periodic reports, applications, appointment books, appraisals, assignments, assignment of beneficial interest, audit reports, calendar entries or notations, calendars, checks, checkbooks, canceled checks, cards, cartridges, cash flow statements, cassettes certificates, change orders, charts, release orders, checks, registers, receipts, statements, financial statements, filings with any government agency (including but not limited to federal, state, local or foreign governments) inventories, investigations and summaries of investigations, periodicals, photographs, slides or negatives, photographs and negatives, pictures or other matter which is able to be seen or read without mechanical or electrical assistance, plans, plates, pleadings, policies, press releases, proformas, programs, projections, promissory notes, promotional literature and materials, proof, proof of claims, records, records of meetings (including but not limited to notes, reports and summaries of conferences or interviews, whether formal or informal), recordings or transcriptions (including but n limited to notes, reports, and summaries of conferences or interviews, whether formal or informal), communiques, contracts, agreement, amendment, addendums, modifications and cancellations to contracts, recordings, transcriptions of recordings, inspection reports, videotapes, audiotapes, e-mails, facsimiles, diaries, schedules, files, file folders, original or preliminary notes, outlines, papers, personal records, loan documents, manuals or excerpts therefrom, retainer agreements, statements of income and expense, statements or books of account, statistical or information accumulations or compilations, tax returns, handbooks, and business records and shall include, without limitation, originals, duplicates, all file copies, all other copies (with or without notes or changes thereon) no matter how prepared, drafts, data, disks, tapes, databases, back-up tapes, zip-drives and disks,

compilations, computer files, directories and any other computerized data or information, working papers, routing slips and similar materials, and including all documents which relate to the subject matter of this action.

7. "Engagement letter" and/or "engagement agreement" means the letter or agreement between **DEFENDANTS** and/or his firm and **DULBERG**.

8. "Identify" and "describe" means and refer to:

a. Provide a detail of all facts and circumstances supporting your contentions, and/or the act, occurrence, statement, communication and/or conduct which is the subject of the interrogatory and provide the date of such act, occurrence, statement or communication, the persons present, persons involved, persons who witnessed and/or persons who have knowledge of such facts, circumstances, acts, occurrences, statements, and/or communications;

b. Provide the name, address and telephone number of all persons having knowledge of such facts and circumstances and/or of all persons present, involved and/or who witnessed the same;

c. Provide the title of any responsive documents relating to the subject of the interrogatory, the person who created such documents, the persons who were the recipients of such documents, the date such documents were created and the present location of the documents; and

d. Provide the name, address, and telephone number of any company which is the subject of the interrogatory.

9. "Objects" and "tangible things" means and refers to material items or assets capable of being perceived or capable of being appraised at an actual or approximate value.

10. "Person" or "person[s]" means and refer to any natural person, partnership, corporation, joint venture, business organization whether public or private, and/or other entity and including its officers, directors, partners, joint venturers, employees, consultants, representatives, and agents.

11. "Refer[ing]" or "relate[ing] to" means to be legally, factually and/or logically connected to.

12. "Relevant time period" means the time from **May 1, 2012 to the present**.

13. "Task" means and refers to each discrete duty, assignment or job performed by you and/or any of your employees for which you are charging fees to **DULBERG,** as contained in the Engagement Agreement.

14. "Timekeeper" means any attorney employee of **DEFENDANTS** or non-attorney employee of **DEFENDANTS** who during the relevant time period performed any task on behalf of **DULBERG** in the underlying case.

15. "Timesheets" means and refers to the maintaining, tracking or keeping record of time for legal services performed by you and/or your consultants, whether such timesheets are kept contemporaneously or non-contemporaneously, typewritten or handwritten, and/or retained in or on pre-printed forms, calendars, logs, diaries, folders, files, computer-generated forms or forms contained within computer programs, including but not limited to software designed for and used by legal firms and/or accounting departments to track time for services such as time slips and/or Excel spreadsheets and print-outs of computer generated forms.

16. "Underlying matter" means and refers to **DEFENDANTS Client/Matter Case Number 2012 LA 178** and any and all other matters involving **DULBERG.**

17. "You," "your," and "yours" means and refers to, **DULBERG,** whether acting in this name or any alias names or surnames used by you, and/or including your agents, representatives, attorneys, accountants, employees, and/or anyone acting at your direction and/or on your behalf or at your request.

18. "Your counsel" means and refers to your attorneys representing you in this case, and/or your counsel's agents, representatives and/or anyone acting at their direction or their request on your behalf.

19. Whenever used herein, the singular shall include the plural and vice versa.

20. Whenever used herein, "and" may be understood to mean "or" and vice versa whenever such construction results in a broader request for information.

21. To the extent any paragraph is objected to, please set forth all reasons for your objection, specifically identifying the legal basis for any objection based upon a claim of work product or any common law or statutory privilege as required by S. Ct. Rule 201(n).

22. Duplicitous Request: It is not the intention of this production request to duplicate responses. If any request duplicates another request, only one response is required. Reference may be made to the previous response.

REQUESTS FOR PRODUCTION

1. Where a party has given a statement to some person or entity other than his attorney or insurer, said statement shall be produced by the person or entity to whom it was given or transferred.

RESPONSE:

2. All documents, memoranda, notes, correspondence, pleadings, settlement agreements, contracts, check, bills, invoices, or other documentary material in your possession or under your control identified in your answers to Plaintiff's First Set of Interrogatories.

RESPONSE:

3. A list giving the name, addresses and specialties of all expert witnesses other than purely consultant experts who are not to testify at the trial, omitting all persons already listed above.

RESPONSE:

4. Copies of the reports from all experts listed in paragraph 3.

RESPONSE:

5. All documents in your possession or under your control which relate in any way to **DULBERG**, as known to you on or before your last day of representation.

RESPONSE:

6. The entire client file maintained by you during your representation of **DULBERG** and following said representation not otherwise produced pursuant to Interrogatory No. 5.

RESPONSE:

7. All emails and/or text messages not otherwise produced which was sent between any member of Defendants law firm, employees and/or agents, relating to **DULBERG** or the underlying cause of action.

RESPONSE:

8. Unless otherwise produced pursuant to requests set forth above, produce any other documents including work produce, which pertains in any way to the underlying case or this cause of action.

RESPONSE:

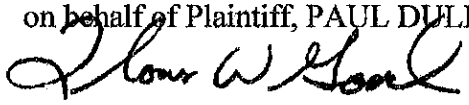
9. If privilege is claimed as to any document please produce the usual and customary privilege log.

RESPONSE:

10. Plaintiff further requests that each party and/or its attorneys furnish an affidavit stating whether the production is complete in accordance with this request for production.

RESPONSE:

Respectfully submitted by,
THE GOOCH FIRM,
on behalf of Plaintiff, PAUL DULBERG,



THOMAS W. GOOCH, III

THE GOOCH FIRM
209 South Main Street
Wauconda, IL 60084
847.526.0110
ARDC: 3123355
gooch@goochfirm.com
office@goochfirm.com

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
McHenry County, Illinois
JUL 31 2012
Clerk of the Circuit Court

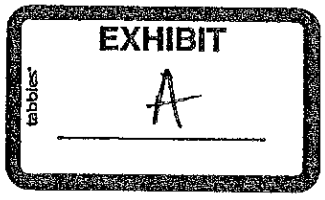
PAUL DULBERG, Plaintiff,	)	
vs.	)	No. 12 LA 178
DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually, Defendants.	)	

PLAINTIFF'S 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

THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Katherine M. Keefe
Clerk of the Circuit Court
****Electronically Filed****
Transaction ID: 17111147104
17LA000377
03/27/2018
McHenry County, Illinois
22nd Judicial Circuit
****

PAUL DULBERG,
Plaintiff,

v.

THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST,
Defendants.

No.: 17 LA 377

PLAINTIFF'S RESPONSE TO DEFENDANTS' COMBINED MOTION TO DISMISS

NOW COMES, your Plaintiff, PAUL DULBERG, (hereinafter referred to as "DULBERG") by and through his attorneys, THE GOOCH FIRM, and for his Response to Defendants' THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST (hereinafter collectively referred to as "POPOVICH" or "Defendants") Combined Motion to Dismiss states to the Court the following:

INTRODUCTION

Defendants brought this Combined Motion to Dismiss DULBERG's Complaint. (See Defendants' Memorandum in Support of Defendants' Combined Motion to Dismiss attached hereto without exhibits as Exhibit A.) In their Motion, Defendants argue that DULBERG failed to state a claim for legal malpractice, that DULBERG's claims are barred by judicial estoppel, and that the claims are time barred. However, after review of the facts in the Complaint, this Honorable Court will determine that DULBERG's Complaint is sufficient to survive this Motion to Dismiss.

STANDARD OF REVIEW FOR SECTION 2-615

1. A Motion to Dismiss pursuant to section 2-615 attacks the legal sufficiency of the Complaint by alleging defects on its face. *Weisblatt v. Colky*, 265 Ill.App.3d 622, 625, 637

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N.E.2d 1198, 1200 (1st Dist. 1994). Section 2–615 motions "raise but a single issue: whether, when taken as true, the facts alleged in the Complaint set forth a good and sufficient cause of action." *Visvardis v. Ferleger* 375 Ill.App.3d 719, 723, 873 N.E.2d 436, 440 (Ill.App.1 Dist. 2007), quoting *Scott Wetzel Services v. Regard,* 271 Ill.App.3d 478, 480, 208 Ill. Dec. 98, 648 N.E.2d 1020 (1995).

2. When the legal sufficiency of a Complaint is challenged by a section 2–615 Motion to Dismiss, all well-pleaded facts in the Complaint are taken as true and a reviewing court must determine whether the allegations of the Complaint, construed in a light most favorable to the plaintiff, are sufficient to establish a cause of action upon which relief may be granted. *Vitro v. Mihelcic*, 209 Ill. 2d 76, 81, 806 N.E.2d 632, 634 (2004); *King v. First Capital Financial Services Corp.* 215 Ill.2d 1, 12, 828 N.E.2d 1155, 1161 (2005). A cause of action should not be dismissed on the pleadings unless it clearly appears that no set of facts can be proved that will entitled the plaintiff to recover. *Zedella v. Gibson*, 165 Ill.2d 181, 185, 650 N.E.2d 1000 (1995).

STANDARD OF REVIEW FOR SECTION 2-619

3. A section 2-619 motion should be denied unless a Plaintiff cannot prove a set of facts that would entitle him to relief sought. *Safeway Ins. Co. v. Daddono*, 334 Ill. App 3d 215, 218 (1st Dist. 2002). A cause of action should not be dismissed on the pleadings unless it clearly appears that no set of facts can be proved that will entitle the plaintiff to recover. *Zedella v. Gibson*, 165 Ill.2d 181, 185, 650 N.E.2d 1000 (1995).

4. The Court must view all the factual allegations in the light most favorable to the plaintiff. *Lloyd v. County of DuPage*, 303 Ill.App.3d 544, 688 707 N.E.2d 1252, 1258 (2d Dist. 1999). Also the court must construe the facts liberally in favor of the plaintiff. *Id.* In ruling on a

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2-619 motion, the court may consider pleadings, affidavits and depositions. *Weisblatt v. Colky,* 265 Ill.App.3d 622, 625, 637 N.E.2d 1198, 1200 (1st Dist. 1994). The purpose of a Motion to Dismiss under section 2–619 of the Code of Civil Procedure is to afford litigants a means to dispose of issues of law and easily proved issues of fact at the outset of a case, reserving disputed questions of fact for a jury trial. *Zedella,* at 185, 650 N.E.2d 1000.

ARGUMENT
(under 2-615)

I. Dulberg sufficiently states a cause of action for legal malpractice.

1. In his Complaint, DULBERG sufficiently set forth the necessary elements of legal malpractice. "To prevail on a legal malpractice claim, the plaintiff client must plead and prove that the defendant attorneys owed the client a duty of due care arising from the attorney-client relationship, that the defendants breached that duty, and that as a proximate result, the client suffered injury." *Northern Illinois Emergency Physicians v. Landau, Omahana & Kopka, Ltd.,* 216 Ill.2d 294, 306-307 (Ill. 2005).

2. First, when DULBERG agreed to retain POPOVICH and POPOVICH agreed to represent DULBERG, a duty of due care was established based on the attorney-client relationship between DULBERG and POPOVICH. (See Complaint attached hereto without exhibits as Exhibit B, ¶ 8-10.) Thereafter, POPOVICH owed DULBERG a duty of due care as his attorney and POPOVICH breached that duty.

3. DULBERG's malpractice action is proper because DULBERG properly established that due to POPOVICH's malpractice, the case was settled for an amount much lower than what DULBERG expected. "Attorney malpractice action should be allowed where it can be shown that the plaintiff had to settle for a lesser amount than she could reasonably expect without the malpractice." *Brooks v. Brennan*, 255 Ill.App. 3d 260, 270 (5th Dist., 1994).

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4. In his Complaint, DULBERG specifically alleges that he was essentially forced to settle his case for $5,000.00 against the McGuires and the Auto-Owners Insurance Company. (See Complaint attached hereto as Exhibit B, ¶13, 21(j).) Thereafter at the binding arbitration DULBERG's gross award of $660,000.00 was cut to only $300,000.00 due to a "high-low agreement" that was executed as part of the McGuire settlement. DULBERG further pleads that had the McGuires not been dismissed from the case, he would have recovered more. (See Complaint attached hereto as Exhibit B, ¶16, 22.)

5. DULBERG properly plead proximate cause and damages in his Complaint. (See Complaint attached hereto as Exhibit B, ¶21, 22.)

6. *Fox v. Seiden*, 382 Ill.App. 3d 288, 294 (1st Dist. 2008) is analogous to this case because the *Fox* Plaintiff similarly pled proximate cause and the Appellate Court held that this was sufficient, "the plaintiff alleged, 'But for [the law firm's] negligence and malfeasance, [Miriam] would not have had judgment entered against her for attorney's fees under the [Act].' We find the alleged facts, liberally construed, taken as true, and viewed in the light most favorable to the plaintiff, sufficiently plead the element of proximate cause." *Id.*, at 299.

7. Specifically, DULBERG properly established that "but for" the acts of the Defendants in urging DULBERG to release the McGuires, DULBERG suffered substantial damages. (See Complaint attached hereto as Exhibit B, ¶ 22.)

8. More importantly, the issues of proximate cause and damages must be determined by a jury or trier of fact after all proper evidence and testimony is presented at trial. Proximate cause is a **question of fact** to be decided by a jury. (internal citation omitted) (Emphasis added) *Hooper v. County of Cook*, 366 Ill.App.3d 1, 7 (1st Dist., 2006). "The determination of damages is a **question of fact** that is within the discretion of the jury and is

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entitled to substantial deference." (Emphasis added.) *Linhart v. Bridgeview Creek Development, Inc.*, 391 Ill.App.3d 630, 636 (1st Dist., 2009).

9. POPOVICH states in his Motion that DULBERG's pleading and theory is confusing. (See Defendants' Memorandum attached hereto as Exhibit A, pg.4). However, there is nothing confusing about the issues at hand. DULBERG clearly and sufficiently pled in his Complaint that the wrongful acts, i.e. POPOVICH urging settlement and release of the McGuires in the case caused DULBERG to lose out on over $300,000.00.

10. Defendants, in their Motion to Dismiss, are requiring of DULBERG to plead his entire case in a single Complaint.

11. "Plaintiff is not required to prove his case at this stage of the pleadings and the damages as alleged are sufficient to show he was damaged by Defendants' actions and cause of action for legal malpractice. *Fox v. Seiden*, *supra*, at 294; *Platson v. NSM America*, Inc., 322 Ill.App. 3d 138, 143 (2nd Dist., 2001) ('Cases are not to be tried at the pleadings stage, so a claimant need only show a possibility of recovery, not an absolute right to recover, to survive a 2-615 Motion.'). Here, DULBERG has shown at least a possibility of recovery based on the malpractice of POPOVICH, thus should survive Defendants' 2-615 Motion.

12. The allegations set forth by DULBERG are not conclusions and are sufficient to withstand a Section 2-615 dismissal. By looking at the Complaint, DULBERG has clearly set forth each of the elements of legal malpractice.

13. Further, because this instant case is filled with factual questions, dismissing the Complaint at this stage of the pleadings is improper and this Honorable Court should deny Defendants' Motion in order to allow the case to be fully and properly litigated.

(Under 2-619)

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II. Dulberg's claims are not barred by judicial estoppel.

14. Next, Defendants argue that DULBERG's claim is barred by judicial estoppel. (See Defendants' Memorandum attached hereto as Exhibit A, pg. 6). This is not factually accurate.

15. Judicial estoppel is an equitable doctrine evoked only at the Courts' discretion and designed to protect the integrity of the judicial system by preventing parties from taking inconsistent positions. *Seymour v. Collins*, 39 N.E. 3d 961 (Ill., 2015). The *Seymour* Court held five elements were required for judicial estoppel to apply; there must be two positions which are factually inconsistent in separate proceedings where there is an intent that the trier of fact accept as true all the allegations and the person who the doctrine is asserted against must have received a benefit. *Id.*

16. In this case, there have not been two factually inconsistent positions because DULBERG never held the position that he understood and was informed of all the terms of the settlement. The issue of whether Defendants properly informed DULBERG has never been dealt with in a previous proceeding.

17. Defendants argue that "like all adults" DULBERG is presumed to know the contents and meaning of the settlement agreement he signed. (See Defendants' Memorandum attached hereto as Exhibit A, pg. 7). However, the Defendants had a fiduciary duty to DULBERG to explain to him the contents of the settlement agreement and to explain the meaning of said agreement. That is part of the thrust of the malpractice, which of course is a factual question.

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18. In his Complaint, DULBERG alleges that MAST told DULBERG that "he had no choice but to execute a release" and that "there was no possibility of any liability" against the McGuires or the Insurance Company. (See Complaint attached hereto as Exhibit B, ¶ 13, 15.)

19. Based on these representations, DULBERG reluctantly signed the settlement agreement, as he had no choice and was relying on the representations of his attorneys.

20. Defendants argue that because the Court in the underlying case entered a good faith finding Order, Plaintiff should be judicially estopped. (See Defendants' Memorandum attached hereto as Exhibit A pg. 6). This is not the case. Although a good faith finding was entered in the underlying case, the Order did not contemplate whether there was any malpractice by the attorneys. The Court clearly did not know what the Defendants told or failed to tell DULBERG to urge him to sign the agreement. Therefore the good faith finding Order has no bearing on DULBERG's legal malpractice suit.

21. Defendants rely on the case of *Larson v. O'Donnell*, 361 Ill.App.3d 388 (1st Dist., 2005) in support of their argument that judicial estoppel is applicable, however this instant case is factually distinguishable from the *Larson* case, which was a divorce case.

22. The Court in *Larson*, *supra*, found that judicial estoppel applied to the Plaintiff's legal malpractice claims because at the dissolution prove up hearing, record clearly states that the Plaintiff testified that he understood all of the terms of the settlement, that knew when he signed the agreement that he had an obligation to pay a specific dollar amount in child support and maintenance. The *Larson* Court found that the Plaintiff was estopped from bringing the legal malpractice Complaint that alleged that he did not know the terms of the settlement. Larson even interrupted the divorce prove up to supply additional facts and information as to his correct

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income. *Larson v. O'Donnell, supra*, generally. Further, *Larson* has been distinguished and not followed. See *Wolfe v. Wolf*, 375 Ill.App.3d 702 (1st Dist., 2007).

23. In this case, there is no record of DULBERG specifically testifying to knowing exactly what the terms of the settlement agreement. Unlike the *Larson* Plaintiff, DULBERG is not claiming that he does not understand the $5,000.00 settlement, but instead, DULBERG was never informed by his attorneys that a "high-low" agreement would limit his recovery against the remaining Defendants. DULBERG was never informed by the Defendants how the terms of the settlement would affect the future of his case. More importantly, DULBERG was trusting his attorneys when signing the settlement agreement. At no time did DULBERG interject in any proceedings to state that he understood all of the terms of the settlement or provided additional facts as the *Larson* Plaintiff.

24. Based on Defendants' fiduciary duty, the Defendants had a duty to properly inform DULBERG of all of the risks of entering the settlement agreement. "The fiduciary duty owed by an attorney to a client encompasses the obligations of fidelity, honesty, and good faith." *Metrick v. Chatz,* 266 Ill.App.3d 649, 656 (1st Dist.,1994).

25. In the case of *Wolfe v. Wolf*, 375 Ill.App.3d 702 (1st Dist., 2007) the Defendant argued that the Plaintiff was judicially estopped from bringing a claim for legal malpractice when she testified that she understood and agreed to all the terms of the marital settlement agreement and subsequently filed a legal malpractice complaint alleging that she did not understand and agree to the marital settlement agreement. However the Court held that the Plaintiff was not judicially estopped from bringing her legal malpractice action because the testimony at the dissolution proceeding was based on negligent acts and misrepresentations made

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to the Plaintiff by the Defendant, and that she did not discover those negligent acts and misrepresentations until after the settlement agreement had been entered. *Id.*, generally.

26. This instant case is more factually similar to the *Wolfe* case than the *Larson* Case because DULBERG is not alleging that he misunderstood the obligations under the settlement agreement as in *Larson*, instead he is alleging that the negligence of POPOVICH did not permit DULBERG to make an informed decision about accepting the settlement, as in *Wolfe*. POPOVICH continuously represented to DULBERG that there was no possibility of any liability against the McGuires and/or the Insurance Company.

27. Therefore by following the Court in *Wolfe v. Wolf*, 375 Ill.App.3d 702 (1st Dist., 2007) this Honorable Court must find that DULBERG is not judicially estopped from bringing his claims against POPOVICH.

III. Dulberg's claims are not time barred.

28. Lastly in their Motion to Dismiss, Defendants argue that DULBERG's claims are barred by the statute of limitations. (See Defendants' Memorandum attached hereto as Exhibit A, pg. 7). This is incorrect because after review of the allegation of the Complaint this Court should find that the Complaint has been timely filed based on the discovery rule.

29. The discovery rule tolls the limitations period to the time the plaintiff knew or reasonably should have known of the injury. *Snyder v. Heidelberger,* 953 N.E.2d 415, 419 (Ill. 2011).

30. The Illinois Supreme Court held that the discovery rule applies to legal malpractice claims. *Jackson Jordan, Inc. v. Leydig, Voit & Mayer,* 158 Ill.2d 240, 249 (Ill. 1994). The Supreme Court has made this issue quite clear, finding as such and further finding the

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limitations period begins to run when a plaintiff knows or reasonably should know of his injury AND that the injury was wrongfully caused. (Emphasis added) *Id.*

31. The time at which a party has or should have the requisite knowledge under the discovery rule to maintain a cause of action is ordinarily a **question of fact.** (Emphasis added) *Jackson Jordan, Inc. v. Leydig, Voit & Mayer, at 250;* see also *Knox College v. Celotex Corp.*, 88 Ill.2d 407, 416-417 (Ill, 1981).

32. Due to the attorney client relationship with the Defendants, DULBERG is presumed unable to distinguish any misapplication or negligence by the Defendants, on his own. "The relationship between an attorney and the client is one in which the attorney is charged with a duty to act skillfully and diligently on the client's behalf. Given the duty, the client is presumed unable to discern any misapplication of legal expertise." *Goodman v. Harbor Market, Ltd.,* 278 Ill.App.3d 684, 659-690 (1st Dist., 1995).

33. There would be a constant destruction of the attorney-client relationship if clients were required to determine their attorney's malpractice at the exact time of incident. "If the client must ascertain malpractice at the moment of its incidence, the client must hire a second professional to observe the work of the first, an expensive and impractical duplication, clearly destructive of the confidential relationship between the practitioner and his client. Therefore, it is the realized injury to the client, not the attorney's misapplication of the expertise, which marks the point in time for measuring compliance with a statute of limitations period." (internal citations omitted) *Goodman v. Harbor Market, Ltd.,* 278 Ill.App.3d 684, 689-690 (1st Dist., 1995).

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34. DULBERG's Complaint was filed on November 28, 2017. The Complaint clearly sets forth when DULBERG became aware of the negligence of the Defendants as argued below. (See Complaint attached hereto as Exhibit B, ¶19, 20).

35. As pled in the Complaint, it was not until December 16, 2016 that DULBERG was informed by outside counsel that he may have a claim for legal malpractice:

> "19. Until the time of the mediation award, DULBURG had no reason to believe he could not recover the full amount of his injuries, based on POPOVICH'S and MAST'S representations to DULBERG that he could recover the full amount of his injuries from Gagnon, and that the inclusion of the McGuire's would only complicate the case.
>
> 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."
> (See Complaint attached hereto as Exhibit B, ¶19, 20).

36. DULBERG would have had until December 16, 2018 to bring his claims, or at the earliest by December 8, 2018, two years after DULBERG received the binding mediation award. Thus, the Complaint filed on November 28, 2017 is timely filed.

37. Defendants incorrectly pled that DULBERG did not provide any other explanation about why he was unaware of a claim until December 16, 2016. (See Defendants' Memorandum attached hereto as Exhibit A, pg. 8). This is incorrect because DULBERG's Complaint specifically alleges why DULBERG for the first time realized that the information Defendants gave DULBERG was false or misleading—after the mediation on December 8, 2016. (See Complaint attached hereto as Exhibit B, ¶19-20). DULBERG did not discover that the settlement with the McGuires would limit his recovery until the mediation award was entered and had no reason to believe he could not recover the full amount of his injuries.

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38. DULBERG's Complaint is also timely filed based on Defendants' fraudulent concealment. (See Complaint attached hereto as Exhibit B, ¶15, 19, 20, 21(g)(i)(j)).

39. Fraudulent concealment stops the running of the limitations period until the cause of action is discovered. *Henderson Square Condominium Ass'n v. LAB Townhomes, L.L.C.,* 2014 IL App (1st) 130764, ¶94 (1st Dist., 2014).

40. To state a claim of fraudulent concealment, a Plaintiff must allege that "the defendant concealed a material fact when he was under a duty to disclose that fact to plaintiff." (internal citation omitted) *DeLuna v. Burciaga*, 223 Ill.2d 49, 77 (Ill, 2006).

The *DeLuna* Court discussed certain situations where there is a duty to disclose a material fact. First, if plaintiff and defendant are in a fiduciary or confidential relationship, then defendant is under a duty to disclose all material facts. Second, a duty to disclose material facts may arise out of a situation where plaintiff places trust and confidence in defendant, thereby placing defendant in a position of influence and superiority over plaintiff. (internal citations omitted) *DeLuna v. Burciaga, supra.*

41. Moreover, Defendants' silence gives rise to DULBERG's claim for fraudulent concealment, because DULBERG trusted his attorneys. "Silence by a person in a position of trust concerning the facts giving rise to a cause of action amounts to fraudulent concealment." See *Doe v. Boy Scouts of America*, 66 N.E.3d 433, 456 (1st Dist., 2016),

42. DULBERG and Defendants were clearly in a fiduciary and confidential relationship: the attorney-client relationship. Defendants were under a duty to disclose all material facts and information to DULBERG. Defendants failed to do so.

43. "Whether an injured party justifiably relied upon defendants' words or silence depends on the surrounding circumstances and is a **question of fact** that is best left to the trier of

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fact." *(Emphasis added) (*citation omitted) *Abazari v. Rosalind Franklin University of Medicine and Science*, 2015 IL App (2d) 140952, ¶37 (2nd Dist., 2015).

44. DULBERG would have had 5 years from the date of discovery to bring his cause of action under fraudulent concealment. "If a person liable to an action fraudulently conceals the cause of such action from the knowledge of the person entitled thereto, the action may be commenced at any time within 5 years after the person entitled to bring the same discovers that he or she has such cause of action, and not afterwards." *See* 735 ILCS 5/13-215.

45. DULBERG's Complaint states that DULBERG discovery the negligence of the Defendants on December 16, 2016 when he was informed by outside counsel of his claim for malpractice, or at the earliest by December 8, 2016 when DULBERG learned that he was limited in recovering his damages under the binding mediation.

46. Therefore DULBERG would have until December 2021 to file his claims under fraudulent concealment. DULBERG filed his claims well within the five-year fraudulent concealment statute.

CONCLUSION

After review of the allegations in the Complaint, this Honorable Court must find that DULBERG properly filed his claim for legal malpractice and is not judicially estopped from bringing those claims. Also, the claims are not time barred based on the discovery rule and fraudulent concealment. More importantly, due to the factual questions in this case, granting the Motion to Dismiss would be inappropriate. However, in the event this Court grants the Motion, DULBERG requests a reasonable time to file a First Amended Complaint.

WHEREFORE your Plaintiff PAUL DULBERG prays this Honorable Court denies and Dismiss Defendants' Combined Motion to Dismiss, and for all other relief this Honorable Court

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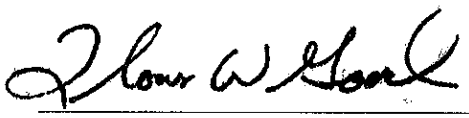
deems equitable and just. If this Court grants Defendants' Motion to Dismiss, PAUL DULBERG prays for a reasonable amount of time to file a First Amended Complaint.

Respectfully submitted by
THE GOOCH FIRM, on behalf of
PAUL DULBERG, Plaintiff,



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IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS

Katherine M. Keefe
Clerk of the Circuit Court
****Electronically Filed****
Transaction ID: 17111133930
17LA000377
02/07/2018
McHenry County, Illinois
22nd Judicial Circuit
****
Received Per Local Rule 1.19c

PAUL DULBERG, Plaintiff, vs. THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST, Defendants.	)	No. 17LA000377

MEMORANDUM IN SUPPORT OF DEFENDANTS' COMBINED MOTION TO DISMISS

Defendants, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST, by and through their attorneys, GEORGE K. FLYNN, and CLAUSEN MILLER P.C., pursuant to 735 ILCS 5/2-615, 735 ILCS 5/2-619(a)(5) and 735 ILCS 5/2-619.1, submit this Memorandum in Support of Defendants' Combined Motion to Dismiss Plaintiff's Complaint with prejudice, and state as follows:

I. INTRODUCTION

The Plaintiff Paul Dulberg ("Dulberg") retained defendants The Law Offices of Thomas J. Popovich P.C. ("Popovich") to prosecute a personal injury claim on his behalf against his next door neighbors, Carolyn and Bill McGuire and their adult son (Dulberg's lifelong friend), David Gagnon ("Gagnon")). Hans Mast ("Mast") handled the case for the firm. Dulberg was on the McGuires' property, assisting Gagnon trim some tree branches with a chainsaw, when Dulberg's right arm was lacerated by the chainsaw. Dulberg agreed to a settlement with

EXHIBIT
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the McGuires. Thereafter, he and Mast reached an impasse. Mast and the firm withdrew, and successor counsel continued to prosecute the case against Gagnon.

Dulberg now has a case of "buyer's remorse," admitting that he agreed to accept the McGuires' settlement offer. He has not plead the requisite elements of a legal malpractice case against Popovich and Mast, or the requisite elements of the underlying case (the "case within the case"). Moreover, his agreement to settle the case with the McGuires, approved by the court along with a good faith finding of settlement, estops him from now taking a contrary position. Finally, his legal malpractice claim is barred by the applicable two-year statute of limitations.

II. STATEMENT OF FACTS

A. The Following Facts Can Be Gleaned From The Complaint (Exhibit 1) and Its Exhibits

On June 28, 2011, Dulberg was assisting David Gagnon in the cutting down of a tree on the property of Carolyn and Bill McGuire. (Exhibit 1, ¶ 6). Gagnon lost control of the chainsaw and caused personal injury to Dulberg. (Exhibit 1, ¶ 7). In May of 2012, Dulberg retained Popovich. (Exhibit 1, ¶8). On May 15, 2012, Mast filed a Complaint on behalf of Dulberg against Gagnon and McGuires in the Circuit Court of McHenry County, Illinois, Case No, 12 LA 178. (Exhibit 1, ¶ 9, and Exhibit 1B)[1]. In late 2013, Dulberg settled with the McGuires and executed a Release in their favor in exchange for the payment of $5,000.00. The McGuires and their insurance carrier, Auto Owners Insurance Company, were released. (Exhibit 1, ¶ 13 and Exhibit 1C). Defendants continued to represent Dulberg until March 2015. Dulberg retained successor counsel and proceeded to a binding mediation at which time he apparently executed a High-Low Agreement and received a mediation award (Exhibit 1, ¶ 16 and Exhibit 1D). After

[1] The exhibits to the underlying complaint in Case No. 12 LA 178 will be referenced as Exhibits 1A, 1B, 1C and 1D.

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the mediation, Dulberg allegedly realized for the first time that the information Mast and Popovich had given him was false and misleading and that the dismissal of the McGuires was a serious and substantial mistake. He was advised to seek an independent opinion from an attorney handling legal malpractice matters and received that opinion on or about December 16, 2016. (Exhibit 1, ¶ 20).

B. Alleged Acts of Negligence

In Exhibit 1, ¶ 21, Dulberg alleges that Defendants failed to take actions as were necessary to fix liability against the property owners of the subject property (the McGuires), alleging that they employed Gagnon and sought the assistance of Dulberg. It is alleged that they failed to thoroughly investigate liability issues against the property owners, failed to conduct necessary discovery, failed to understand the law pertaining to a property owner's rights, duties and responsibilities to someone invited onto their property, and improperly urged Dulberg to accept a "non-sensical" settlement from the property owners. It is also alleged that Defendants concealed necessary facts from Dulberg preventing him from making an informed decision as to the McGuires and "coercing" him in signing a Release and Settlement Agreement.

III. DULBERG FAILS TO STATE A CLAIM FOR LEGAL MALPRACTICE UNDER 735 ILCS 5/2-615

A. Legal Standard

It is clearly established that Illinois is a fact pleading jurisdiction, requiring the plaintiff to present a legally and factually sufficient complaint. *Winfrey v. Chicago Park Dist.*, 274 Ill. App. 3d 939, 942 (1st Dist. 1995). A plaintiff must allege facts sufficient to bring his or her claim within the cause of action asserted. *Jackson vs. South Holland Dodge,* 197 Ill. 2d 39 (2001). To pass muster a complaint must state a cause of action in two ways: first, it must be legally sufficient -- it must set forth a legally recognized claim as its avenue of recovery, and

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second, the complaint must be factually sufficient -- it must plead facts, which bring the claim within a legally recognized cause of action as alleged. *People ex rel. Fahner v. Carriage Way West, Inc.*, 88 Ill. 2d 300, 308 (1981). Dismissal of a complaint is mandatory if one fails to meet both requirements. *Misselhorn v. Doyle*, 257 Ill. App. 3d 983, 985 (5th Dist. 1994). In ruling on a Section 2-615 motion, "only those facts apparent from the face of the pleadings, matters of which the court can take judicial notice, and judicial admissions in the record may be considered." *Mount Zion State Bank and Trust v. Consolidated Communications, Inc.*, 169 Ill. 2d 110, 115 (1995).

In Illinois, to establish a legal malpractice claim, a plaintiff must plead and prove the existence of an attorney client relationship; a duty arising from that relationship; a breach of that duty, the proximate causal relationship between the breach of duty and the damage sustained; and actual damages. *Glass v. Pitler*, 276 Ill. App. 3d 344, 349 (1st Dist. 1995). The injuries resulting from legal malpractice are not personal injuries but pecuniary injuries to intangible property interests. *Glass* at 349. Damages must be incurred and are not presumed. *Glass* at 349. It is the plaintiff's burden to establish that "but for" the attorney's negligence, the client would not have suffered the damages alleged. *Glass* at 349. "The proximate cause element of legal malpractice claim requires that the plaintiff show that but for the attorney's malpractice, the client would have been successful in the undertaking the attorney was retained to perform. *Green v. Papa*, 2014 IL App. (5th) 1330029 (2014), quoting *Owens v. McDermott Will & Emery*, 316 Ill. App. 340 (2000), at 351. The plaintiff in a legal malpractice claim must plead a case within the case. *Ignarski v. Norbut*, 271 Ill. App. 3d 522 (1995).

B. Dulberg Fails to Plead Facts in Support of His Conclusory Allegations

Dulberg's pleading and theory of recovery is confusing. Presumably, since Dulberg retained successor counsel in the underlying case, he is only complaining here about the

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McGuires' underlying liability, and nothing with respect to case against David Gagnon (when an attorney is discharged and transfers a then viable matter to a successor attorney, the first lawyer cannot be held to have proximately caused the client's lost claim, see *Mitchell v. Shain, Fursel, and Burney, Ltd.*, 332 Ill. App 3d 618 (1st. Dist. 2002), and *Cedeno v. Gumbiner*, 347 Ill. App. 3d 169 (1st Dist. 2004)).

Setting aside the Estoppel and Statute of Limitations issues which will be discussed below, Dulberg's complaint for legal malpractice is rife with unsupported conclusory allegations. Dulberg fails to allege requisite facts in support of each and every element of the "underlying" case or "case within the case" against the McGuires. Simply put, Dulberg fails to plead any facts in support of his conclusions that there was some liability against the McGuires. In ¶ 21 of his complaint, Dulberg alleges negligence against Popovich and Mast, but fails to identify what actions should have been taken and were not. In ¶ 21 (a), Dulberg fails to identify what investigation and discovery should have been undertaken. In ¶¶ 21 (b) and (c), Dulberg fails to identify or discuss the law that "defendants failed to understand." In ¶ 21 (d), Dulberg fails to plead any facts about why the settlement with the McGuires was improper or "non-sensical."

Under Illinois fact pleading requirements, much more is needed. In a case of alleged professional liability, the plaintiff cannot simply allege in conclusory terms that the defendants were negligent, and that the Plaintiff could have proved up liability against the underlying defendants. He must allege why and how. Dulberg's complaint must be dismissed pursuant to 735 ILCS 5/2-615.

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IV. DULBERG'S SETTLEMENT WITH THE MCGUIRES AND THE DOCTRINE OF JUDICIAL ESTOPPEL BAR HIS LEGAL MALPRACTICE CLAIM

Dulberg admits in ¶13 of his Complaint, that he agreed to a $5,000.00 settlement with the McGuires. Attached to this Complaint, is an unsigned copy of the Settlement Agreement, Exhibit 1C.[2] Because Dulberg agreed to the settlement with the McGuires, waived and released all claims against them and their insurance carrier, and allowed the Court to enter an Order on a Good Faith Finding of Settlement (a joint tortfeasor Gagnon remained in the case), he is now estopped from taking a contrary position that the settlement was appropriate, fair, knowing and voluntary.[3]

The doctrine of judicial estoppel provides that a party who assumes a particular position in a proceeding is estopped from assuming a contrary position in a subsequent proceeding. *Larson vs. O'Donnell*, 361 Ill. App. 3d 388, 398 (1st Dist. 2005), *rev'd on other grounds*. In *Larson*, a plaintiff became unemployed during the pendency of his divorce. At settlement, he agreed to pay a specified dollar amount for child support and specified dollar amount for maintenance, based on the income he earned prior to his having become unemployed. *Larson* at 391. The parties and their attorneys appeared before the court to present the marital settlement agreement for approval at a "prove up". *Larson* at 392. At the prove up hearing, the plaintiff gave unequivocal testimony that he understood the terms and conditions of the agreement and acknowledged the amounts he was required to pay under the agreement. *Larson* at 392. After entry of the judgment for dissolution of marriage, the plaintiff began paying support based on a

[2] It does not appear that Dulberg is denying the authenticity of the Settlement Agreement, despite the fact that his signature is not attached. Mast is in possession of a signed copy of the Settlement Agreement, which Dulberg executed on January 29, 2014.

[3] For the Court's convenience, attached as Exhibits 2 and 3 are the Motion for the Good Faith Finding and Court's Order granting the Good Faith Finding of Settlement. The Court may take judicial notice of its own court docket see *All Purpose Nursing Service v. Human Rights Com.*, 205 Ill. App. 3d 816, 823 (1st Dist. 1990). Notably, the McGuires also filed a counterclaim for contribution against Gagnon in the underlying case.

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percentage of his unemployment income rather than the amounts required by the judgement for dissolution. He was later held in contempt for failure to pay the amounts prescribed in the judgment of dissolution and attorney's fees were assessed against him in the divorce court. He sued his former attorneys for breach of fiduciary duty and legal malpractice. *Larson* at 393. The court held that the plaintiff in *Larson* was judicially estopped from attempting to create a question of fact regarding his "actual" understanding for purposes of summary judgment by later contradicting his previous position. *Larson* at 398.

Like Larson, Dulberg cannot now claim that he did not knowingly and voluntarily settle and release his claims against the McGuires. Moreover, Dulberg, like all adults, is "presumed to know the contents and meaning of the obligations he undertakes when he signs a written agreement." *Premier Elec. Const. Co. vs. Ragnar Benson, Inc.* 111 Ill. App. 3d 855, 865 (1st Dist. 1982). Accordingly, Dulberg is estopped from claiming that his agreement to settle the underlying case with the McGuires was not "knowing and voluntary," and he cannot claim that he was coerced. The final decision was his alone. Dulberg is estopped from now asserting a claim for legal malpractice against his former counsel. His Complaint must be dismissed with prejudice pursuant to 735 ILCS 5/2-619(a)(9).

V. DULBERG'S CLAIM IS BARRED BY THE TWO YEAR STATUTE OF LIMITATIONS FOR CLAIMS AGAINST ATTORNEYS

Dulberg has failed to file his legal malpractice complaint against Popovich and Mast within the two year statute of limitations for claims against attorneys. 735 ILCS 5/13-214.3 provides for a two year statute of limitations period which shall begin to run at "the time the person bringing the action knew or reasonably should have known of the injury for which damages are sought. *Ogle v. Hotto*, 273 Ill. App. 3d 313, 318 (5th Dist. 1995). 735 ILCS 5/13-214.3(b) reads as follows:

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> (b) An action for damages based on tort, contract, or otherwise (i) against an attorney arising out of an act or omission in the performance of professional services or (ii) against a non-attorney employee arising out of an act or omission in the course of his or her employment by an attorney to assist the attorney in performing professional services must be commenced within two years from the time the person bringing the action knew or reasonably should have known of the injury for which damages are sought.

Dulberg's Complaint must be dismissed with prejudice pursuant to 735 ILCS 5/2-619(a)(5) because on its face, his claims are untimely.

Dulberg admits in ¶ 14 of Exhibit 1 that Popovich's and Mast's representation ceased in March of 2015. Without some exception to the rule, a claim for legal malpractice would have been required to be filed by March 2017. Here, the Plaintiff did not file his Legal Malpractice Complaint against Defendants until November 28, 2017 (Exhibit 1), at least seven (7) months too late. Apparently realizing that his claims are untimely, Dulberg attempts to rely on the "discovery rule." He alleges in ¶ 20, without any factual support, that the information regarding the McGuires' liability as a property owner, was "false and misleading." As discussed above, Dulberg fails to allege any specific facts about any false and misleading information or other specifics as to Mast and Popovich's negligent conduct. Dulberg fails to plead facts in support of the case within the case, i.e. the McGuires' liability in the underlying cause of action. Dulberg alleges that he was advised to seek an independent opinion from an attorney handling legal malpractice matters on or about December 16, 2016, but provides no other explanation about why he was unaware of a claim until December 16, 2016. What happened after he signed the agreement on January 29, 2014?

While there was nothing preventing Dulberg at the time of the McGuire settlement from seeking a second opinion concerning the propriety or "sense" in settling, Illinois law requires a plaintiff relying on the discovery rule to plead facts in support of reliance on the discovery rule.

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In other words, the plaintiff must explain why he did not discover the cause of action until December 16, 2016. The plaintiff has the burden of proving the date of discovery. *Hermitage Corp. v. Contractors Adjustment Co.*, 166 Ill.2d 72, 85 (1995). Moreover, under Illinois law, *actual knowledge* of the alleged malpractice is not a necessary condition to trigger the running of the statute of limitations. *SK Partners I, LP v. Metro Consultants, Inc.*, 408 Ill. App. 3d 127, 130 (1st Dist. 2011) ("under the discovery rule, a statute of limitations may run despite the lack of actual knowledge of negligent conduct") (emphasis in original)). A statute of limitations begins to run when the purportedly injured party "has a reasonable belief that the injury was caused by wrongful conduct, thereby creating an obligation to inquire further on that issue." *Bluewater Partners v. Mason*, 2012 IL App (1st 102165 at *p. 50).

Here, Dulberg fails to allege any facts to support a delay or tolling of the statute. He retained subsequent counsel after the defendants withdrew, and could have requested a legal opinion regarding the McGuires' liability then, why did he wait? His claim must be dismissed with prejudice pursuant to 735 ILCS 5/2-619(a)(5).

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V. CONCLUSION

WHEREFORE, Defendants, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST, pursuant to 735 ILCS 5/2-615 and 735 ILCS 5/2-619(a)(5), and 735 ILCS 5/2-619.1, respectfully request this Honorable Court dismiss Plaintiff's Complaint with prejudice, and for any further relief this Court deems fair and proper.

/s/ George K. Flynn

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THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Katherine M. Keefe
Clerk of the Circuit Court
****Electronically Filed****
Transaction ID: 17111117451
17LA000377
11/28/2017
McHenry County Illinois
22nd Judicial Circuit
****

PAUL DULBERG,

Plaintiff,

v.

THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST,

Defendant.

No. 17LA000377

NOTICE

THIS CASE IS HEREBY SET FOR A SCHEDULING CONFERENCE IN COURTROOM 201 ON 02/27/2018, AT 9:00 AM. FAILURE TO APPEAR MAY RESULT IN THE CASE BEING DISMISSED OR AN ORDER OF DEFAULT BEING ENTERED.

COMPLAINT AT LAW
(Legal Malpractice)

COMES NOW your Plaintiff, PAUL DULBERG (hereinafter also referred to as "DULBERG"), by and through his attorneys, THE GOOCH FIRM, and as and for his Complaint against THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. (hereinafter also referred to as "POPOVICH"), and HANS MAST (hereinafter also referred to as "MAST"), states the following:

1. Your Plaintiff, PAUL DULBERG, is a resident of McHenry County, Illinois, and was such a resident at all times complained of herein.

2. Your Defendant, THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., is a law firm operating in McHenry County, Illinois, and transacting business on a regular and daily basis in McHenry County, Illinois.

3. Your Defendant, HANS MAST, is either an agent, employee, or partner of THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. MAST is a licensed attorney in the State of Illinois, and was so licensed at all times relevant to this Complaint.

EXHIBIT
tabbies
B

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4. That due to the actions and status of MAST in relation to POPOVICH, the actions and inactions of MAST are directly attributable to his employer, partnership, or principal, being THE LAW OFFICES OF THOMAS J. POPVICH, P.C.

5. Venue is therefore claimed proper in McHenry County, Illinois, as the Defendants transact substantial and regular business in and about McHenry County in the practice of law, where their office is located.

6. On or about June 28, 2011, your Plaintiff, DULBERG was involved in a horrendous accident, having been asked by his neighbors Caroline McGuire and William McGuire, in assisting a David Gagnon in the cutting down of a tree on the McGuire property. DULBERG lived in the neighborhood.

7. At this time, Gaguon lost control of the chainsaw he was using causing it to strike DULBERG. This caused substantial and catastrophic injuries to DULBERG, including but not limited to great pain and suffering, current as well as future medical expenses, in an amount in excess of $260,000.00, along with lost wages in excess of $250,000.00, and various other damages.

8. In May of 2012, DULBERG retained THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., pursuant to a written retainer agreement attached hereto as **Exhibit A**.

9. A copy of the Complaint filed by MAST on his own behalf, and on behalf of DULBERG, is attached hereto as **Exhibit B**, and the allegations of that Complaint are fully incorporated into this Complaint as if fully set forth herein.

10. An implied term of the retainer agreement attached hereto as **Exhibit A**, was that at all times, the Defendants would exercise their duty of due care towards their client and conform their acts and actions within the standard of care every attorney owes his client.

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11. That as **Exhibit B** reveals, Defendants property filed suit against not only the operator of the chain saw, but also his principals, Caroline McGuire and William McGuire, who purportedly were supervising him in his work on the premises.

12. At the time of filing of the aforesaid Complaint, MAST certified pursuant to Supreme Court Rule 137, that he had made a diligent investigation of the facts and circumstances around the Complaint he filed, and further had ascertained the appropriate law. MAST evidently believed a very good and valid cause of action existed against Caroline McGuire and William McGuire.

13. The matter proceeded through the normal stages of litigation until sometime in late 2013 or early 2014, when MAST met with DULBERG and other family members and advised them there was no cause of action against William McGuire and Caroline McGuire, and told DULBERG he had no choice but to execute a release in favor of the McGuire's for the sum of $5,000.00. DULBERG, having no choice in the matter, reluctantly agreed with MAST and to accept the sum of $5,000.00 releasing not only William and Caroline McGuire, but also Auto-Owners Insurance Company from any further responsibility or liability in the matter. A copy of the aforesaid general release and settlement agreement is attached hereto as **Exhibit C**.

14. MAST and POPOVICH continued to represent DULBERG through to and including March of 2015, following which DULBERG and the Defendants terminated their relationship.

15. Continuously throughout the period of representation, MAST and POPOVICH represented repeatedly to DULBERG there was no possibility of any liability against William and/or Caroline McGuire and/or Auto-Owners Insurance Company, and lulled DULBERG into believing that the matter was being properly handled. Then, due to a claimed failure of communication, MAST and POPOVICH withdrew from the representation of DULBERG.

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16. Thereafter, DULBERG retained other attorneys and proceeded to a binding mediation before a retired Circuit Judge, where DULBERG received a binding mediation award of $660,000.00 in gross, and a net award of $561,000.00. Unfortunately, a "high-low agreement" had been executed by DULBERG, reducing the maximum amount he could recover to $300,000.00 based upon the insurance policy available. The award was substantially more than that sum of money, and could have been recovered from McGuire's had they not been dismissed from the Complaint. A copy of the aforesaid Mediation Award is attached hereto as **Exhibit D**.

17. The McGuire's were property owners and had property insurance covering injuries or losses on their property, as well as substantial personal assets, including the property location where the accident took place at 1016 West Elder Avenue, in the City of McHenry, Illinois. McGuire's were well able to pay all, or a portion of the binding mediation award had they still remained parties.

18. DULBURG, in his relationship with POPOVICH and MAST, cooperated in all ways with them, furnishing all necessary information as required, and frequently conferred with them.

19. Until the time of the mediation award, DULBURG had no reason to believe he could not recover the full amount of his injuries, based on POPOVICH'S and MAST'S representations to DULBERG that he could recover the full amount of his injuries from Gagnon, and that the inclusion of the McGuire's would only complicate the case.

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

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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.

21. MAST and POPOVICH, jointly and severally, breached the duties owed DULBURG by violating the standard of care owed DULBERG in the following ways and respects:

a) Failed to take such actions as were necessary during their representation of DULBERG to fix liability against the property owners of the subject property (the McGuire's) who employed Gagnon, and sought the assistance of DULBERG;

b) Failed to thoroughly investigate liability issues against property owners of the subject property;

c) Failed to conduct necessary discovery, so as to fix the liability of the property owners to DULBERG;

d) Failed to understand the law pertaining to a property owner's rights, duties and responsibilities to someone invited onto their property;

e) Improperly urged DULBURG to accept a nonsensical settlement from the property owners, and dismissed them from all further responsibility;

f) Failed to appreciate and understand further moneys could not be received as against Gagnon, and that the McGuire's and their obvious liability were a very necessary party to the litigation;

g) Falsely advised DULBURG throughout the period of their representation, that the actions taken regarding the McGuire's was proper in all ways and respects, and that DULBURG had no choice but to accept the settlement;

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h) Failed to properly explain to DULBURG all ramifications of accepting the McGuire settlement, and giving him the option of retaining alternative counsel to review the matter;

i) Continually reassured DULBURG that the course of action as to the property owners was proper and appropriate;

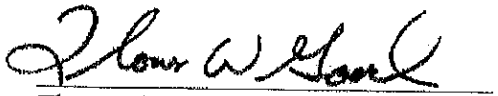
j) Were otherwise negligent in their representation of DULBERG, concealing from him necessary facts for DULBURG to make an informed decision as to the McGuire's, instead coercing him into signing a release and settlement agreement and accept a paltry sum of $5,000.00 for what was a grievous injury.

22. That DULBERG suffered serious and substantial damages, not only as a result of the injury as set forth in the binding mediation award, but due to the direct actions of MAST and POPOVICH in urging DULBURG to release the McGuire's, lost the sum of well over $300,000.00 which would not have occurred but for the acts of MAST and THE LAW OFFICES OF THOMAS J. POPOVICH, P.C.

WHEREFORE, your Plaintiff, PAUL DULBERG prays this Honorable Court to enter judgment on such verdict as a jury of twelve (12) shall return, together with the costs of suit and such other and further relief as may be just, all in excess of the jurisdictional minimums of this Honorable Court.

Respectfully submitted by,

PAUL DULBERG, Plaintiff, by his attorneys THE GOOCH FIRM,



Thomas W. Gooch, III

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PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY OF TWELVE (12) PERSONS.

Thomas W. Gooch, III

Thomas W. Gooch, III
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THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG, Plaintiff,	)	
	)	No.: 17 LA 377
v.	)	
THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST, Defendants.	)	

PLAINTIFF'S RESPONSE TO DEFENDANTS' MOTION TO DISMISS FIRST AMENDED COMPLAINT AT LAW

NOW COMES, your Plaintiff, PAUL DULBERG, (hereinafter referred to as "DULBERG") by and through his attorneys, THE GOOCH FIRM, and for his Response to Defendants' THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST (hereinafter collectively referred to as "Defendants") Motion to Dismiss states to the Court the following:

INTRODUCTION

Defendants brought their Motion to Dismiss First Amended Complaint at Law, pursuant to Section 2-615. (See Defendants' Memorandum in Support of Defendants' Motion to Dismiss attached hereto without exhibits as **Exhibit A**.) In their Motion, Defendants argue that DULBERG failed to state a claim for legal malpractice. However, after review of the facts in the Complaint, this Honorable Court will determine that DULBERG's First Amended Complaint is sufficient to survive this Motion to Dismiss.

STANDARD OF REVIEW FOR SECTION 2-615

1. A Motion to Dismiss pursuant to section 2-615 attacks the legal sufficiency of the Complaint by alleging defects on its face. *Weisblatt v. Colky*, 265 Ill.App.3d 622, 625 (1st Dist. 1994). Section 2–615 motions "raise but a single issue: whether, when taken as true, the facts

alleged in the Complaint set forth a good and sufficient cause of action." *Visvardis v. Ferleger* 375 Ill.App.3d 719, 723 (1st Dist. 2007), quoting *Scott Wetzel Services v. Regard,* 271 Ill.App.3d 478, 480, 208 Ill. Dec. 98, 648 N.E.2d 1020 (1995).

2. When the legal sufficiency of a Complaint is challenged by a section 2–615 Motion to Dismiss, all well-pleaded facts in the Complaint are taken as true and a reviewing court must determine whether the allegations of the Complaint, construed in a light most favorable to the plaintiff, are sufficient to establish a cause of action upon which relief may be granted. *Vitro v. Mihelcic*, 209 Ill. 2d 76, 81 (2004); *King v. First Capital Financial Services Corp*. 215 Ill.2d 1, 12 (2005). A cause of action should not be dismissed on the pleadings unless it clearly appears that no set of facts can be proved that will entitled the plaintiff to recover. *Zedella v. Gibson*, 165 Ill.2d 181, 185 (1995).

ARGUMENT
(under 2-615)

I. Dulberg sufficiently states a cause of action for legal malpractice against the Defendants.

1. In his First Amended Complaint, DULBERG sufficiently set forth the necessary elements of legal malpractice. "To prevail on a legal malpractice claim, the plaintiff client must plead and prove that the defendant attorneys owed the client a duty of due care arising from the attorney-client relationship, that the defendants breached that duty, and that as a proximate result, the client suffered injury." *Northern Illinois Emergency Physicians v. Landau, Omahana & Kopka, Ltd.,* 216 Ill.2d 294, 306-307 (Ill., 2005).

2. In the Motion to Dismiss, Defendants allege that DULBERG has not pled necessary facts. For example, Defendants argue that DULBERG did not plead enough facts as to what necessary discovery was not conducted under paragraph 31(c) of the First Amended Complaint (See Motion to Dismiss attached as **Exhibit A**, pg. 6) This is not true.

3. In that same paragraph, DULBERG gives an example of what type of discovery was necessary, i.e. hiring a liability expert. (See First Amended Complaint, **Exhibit B**, ¶31(c).)

4. Had Defendants conducted expert discovery in DULBERG's case, the expert would have opined as to the liability of both Gagnon and the McGuires. DULBERG's allegations that an expert should have been hired by MAST is proper because had MAST hired an expert prior to releasing the McGuires, the expert could have opined as to their liability which would have resulted in the McGuires staying in the case and DULBERG being able to obtain a much higher mediation award. Further, this opinion should have been made prior to settling with the McGuires in order to determine whether $5,000.00 was a reasonable amount.

5. In their Motion, Defendants question why DULBERG's subsequent counsel did not retain an expert. (See Motion to Dismiss attached as **Exhibit A**, pg. 7) In fact, DULBERG and his subsequent counsel *did* retain an expert for the mediation and were successful in the mediation due to the expert's opinion as to liability. (See First Amended Complaint, **Exhibit B**, ¶24, 29.) Thus this issue in Defendants' Motion is moot.

6. DULBERG also discussed necessary discovery regarding insurance policies of Gagnon and McGuires. MAST failed to conduct discovery to obtain these insurance policies. This is evidenced in the First Amended Complaint where DULBERG pled that MAST advised him that Gagnon's insurance policy limit was only $100,000.00, when in reality it was later discovered that the limit was $300,000.00. (See First Amended Complaint, **Exhibit B**, ¶13, 22.) This shows that MAST did not have the sufficient discovery as to Gagnon's insurance policy.

7. Defendants' next issue with the First Amended Complaint is that DULBERG did not specify the law pertaining to a property owner's duties and responsibilities that MAST

should have been familiar with while representing DULBERG. (See Motion to Dismiss attached as **Exhibit A**, pg. 6.)

8. The law that MAST should have understood under paragraph 31(f) of the First Amended Complaint is premises liability and the liabilities of the parties involved in the underlying case. "Under the Premises Liability Act, the duty owed by a premises owner or occupier to an invitee or a licensee is that of 'reasonable care under the circumstances regarding the state of the premises or acts done or omitted on them.'" (internal citation omitted) *Rhodes v. Illinois Cent. Gulf R.R.,* 172 Ill.2d 213, 228 (Ill., 1996).

9. In this case, DULBERG was an invitee of the McGuires. "An invitee is defined as one who enters the premises of another with the owner's or occupier's express or implied consent for the mutual benefit of himself and the owner, or for a purpose connected with the business in which the owner is engaged." *Rhodes v. Illinois Cent. Gulf R.R., supra*. The McGuires had a duty of reasonable care to DULBERG as an invitee because DULBERG was on their property for their benefit, to cut down a tree. (See First Amended Complaint, **Exhibit B**, ¶6.)

10. MAST's failure to become familiar with this law or chainsaw ownership liability, resulted in him coercing and pressuring DULBERG to accept a paltry settlement of $5,000.00 with the McGuries, when in fact their liability was much more, as presented by the expert during the mediation. Based on this law, MAST would have seen that McGuires as homeowners did in fact owe a duty to DULBERG.

11. Also, had MAST reviewed the law on premises liability, he could have considered the law as to ultrahazardous circumstances and the strict liability of the homeowners. "Illinois has recognized strict liability principally in two instances:" * * * "(2) when a defendant engages

in ultrahazardous or abnormally dangerous activity as determined by the courts, giving particular consideration, *inter alia,* to the appropriateness of the activity to the place where it is maintained, in light of the character of the place and its surroundings." (internal citations omitted) *Miller v. Civil Constructors, Inc.,* 272 Ill.App.3d 263, 266 (2nd Dist., 1995). MAST should have considered strict liability as to the McGuires prior to advising DULBERG to settle.

12. Throughout the First Amended Complaint, DULBERG lists different ways (via email and in person communication) that Defendants falsely advised DULBERG that releasing the McGuires from liability was the proper course to take. (See First Amended Complaint, **Exhibit B**, ¶15-21.)

13. Also, MAST emailed and verbally told DULBERG that if he did not agree to the $5,000.00 settlement with the McGuires, he would get nothing. (See First Amended Complaint, **Exhibit B**, ¶15-21.)

14. Overall, DULBERG has pled with enough specificity what MAST and/or the Defendants did improperly to breach the standard of care.

15. As to the specific allegations relating to Defendants' concealment of facts to DULBERG, paragraph 31(k) of the First Amended Complaint, DULBERG stated what was concealed from him by the Defendants. Defendants concealed from DULBERG the actual policy limits from the McGuires and Gagnon, concealed facts relating to the explanation of liability law and what type of duty the McGuires owed to DULBERG, concealed that retaining an expert witness prior to accepting settlement would have been beneficial to DULBERG's case, and concealed the fact that Defendants were handling everything properly when this was not the truth.

16. The facts pled regarding concealment are sufficiently pled in DULBERG's First Amended Complaint and must be taken as true in a Section 2-615 Motion.

17. Next, Defendants argue without any authority that DULBERG was not coerced because he had time to deliberate over the decision to settle. (See Motion to Dismiss attached as **Exhibit A**, pg. 7.) This is not true.

18. DULBERG's exhibits to the First Amended Complaint as well as the pleading itself demonstrate how MAST coerced DULBERG into the settlement with the McGuires.

19. DULBERG pled that MAST essentially gave him two options: to take the $5,000.00 settlement or get nothing. DULBERG was coerced into this decision because he was unaware of any other option and forced to take the only available option.

20. On multiple occasions, MAST told DULBERG, via email, to accept the settlement otherwise the McGuires will get out of the case for free. (See First Amended Complaint, **Exhibit B**, ¶15, 16.)

21. DULBERG also pled that MAST verbally told him that he had no choice but to execute a release of the McGuires and accept the $5,000.00. (See First Amended Complaint, **Exhibit B**, ¶17.)

22. Defendants also argue that Exhibit E to the First Amended Complaint shows that DULBERG had time to deliberate over the decision and thus could not have been coerced. (See Motion to Dismiss attached as **Exhibit A**, pg. 7.) This is not true.

23. Exhibit E to the First Amended Complaint is an email from DULBERG to MAST stating that the release was signed and put in the mail. Exhibit E further shows DULBERG's continued hesitation over the $5,000.00 settlement however, based on the information that

MAST had told him, DULBERG said that he "trusted his judgment". See Exhibit E to the First Amended Complaint.

24. "Coercion" and "duress" have essentially the same meaning: overpowering another's free will by imposition, oppression, or undue influence. *Crossroads Ford Truck Sales, Inc. v. Sterling Truck Corp.*, 341 Ill.App.3d 438, 446 (4th Dist., 2003). MAST continuous verbal and written threats to accept the settlement or get nothing resulted in DULBERG thinking (based on what his attorney was telling him) that he had no other choice but to accept this small settlement.

25. More importantly, whether DULBERG was coerced or acted willingly is a question of fact. *Schwartz v. Schwartz*, 29 Ill.App. 516, 527 (4th Dist., 1889).

26. The pleading and exhibit show that DULBERG made the decision to settle after meeting with MAST in person, and MAST telling him that he had no choice but to accept the settlement. DULBERG acted quickly to accept the settlement based on the information that MAST told him that if he would not accept it, the offer would be withdrawn and the McGuires would be successful on a summary judgment motion.

27. Simply because Exhibit E states that the release was mailed weeks later, does not mean that DULBERG was not coerced into accepting the settlement based on the information that he was given by his attorney whom he trusted.

28. In any event, the issue of coercion must be left to the trier of fact to decide after all evidence is obtained and at this point, determining a factual question on a Motion to Dismiss would be inappropriate.

29. Last Defendants raise the issue of proximate cause as to MAST's improper determination of Gagnon's insurance coverage limit being $300,000.00 and not $100,000.00.

(See Motion to Dismiss attached as **Exhibit A**, pg. 7.) As argued above, this allegation supports DULBERG's argument that MAST did not conduct the proper discovery, as evidenced by the incorrect policy limit. Had MAST not breached the standard of care and had he conducted proper discovery, DULBERG would have had the correct policy amount for Gagnon, and would have the insurance policy for the McGuires in order to make an informed decision as to settlement.

30. In DULBERG's case, he was forced to settle for an amount less than he would have reasonably received. After mediation, DULBERG was allowed only to recover to the extent of Gagnon's policy limits. (See First Amended Complaint, **Exhibit B**, ¶24, 27, 29.) Had MAST not allowed the release of the McGuires, DULBERG could have reasonably been able to collect the remainder of the mediation award against the McGuires. "Attorney malpractice action should be allowed where it can be shown that the plaintiff had to settle for a lesser amount than she could reasonably expect without the malpractice." *Brooks v. Brennan*, 255 Ill.App. 3d 260, 270 (5th Dist., 1994). Thus, DULBERG properly brought a malpractice against the Defendants.

31. The allegations set forth as to the legal malpractice by DULBERG in his First Amended Complaint are not conclusions and when taken as true, are sufficient to withstand a Section 2-615 dismissal.

32. DULBERG has proven that the actions and inactions of the Defendants have caused DULBERG damages. (See First Amended Complaint, **Exhibit B**, ¶31, 32.) Any dispute as to the proximate cause and damages must be left to the jury as it is a factual question. The issues of proximate cause and damages must be determined by a jury or trier of fact after all proper evidence and testimony is presented at trial. Proximate cause is a **question of fact** to be decided by a jury. (internal citation omitted) (Emphasis added) *Hooper v. County of Cook*, 366 Ill.App.3d 1, 7 (1st Dist., 2006). "The determination of damages is a **question of fact** that is

within the discretion of the jury and is entitled to substantial deference." (Emphasis added.) *Linhart v. Bridgeview Creek Development, Inc.*, 391 Ill.App.3d 630, 636 (1st Dist., 2009).

33. Defendants in their Motion to Dismiss are requiring of DULBERG to plead his entire case in a single Complaint. "Plaintiff is not required to prove his case at this stage of the pleadings and the damages as alleged are sufficient to show he was damaged by Defendants' actions and cause of action for legal malpractice. *Fox v. Seiden*, *supra*, at 294; *Platson v. NSM America*, Inc., 322 Ill.App. 3d 138, 143 (2nd Dist., 2001) ('Cases are not to be tried at the pleadings stage, so a claimant need only show a possibility of recovery, not an absolute right to recover, to survive a 2-615 Motion.'). Here, DULBERG has shown at least a possibility of recovery based on the malpractice of Defendants, thus should survive Defendants' 2-615 Motion.

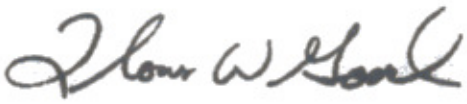
34. Accordingly, this Honorable Court should deny Defendants' Motion in order to allow the case to be fully and properly litigated.

CONCLUSION

After review of the allegations in the First Amended Complaint and taking the allegations as true, this Honorable Court must find that DULBERG has properly stated and pled a claim for legal malpractice. More importantly, due to the factual questions in this case, granting the Motion to Dismiss would be inappropriate. However, in the event this Court grants the Motion, DULBERG requests a reasonable time to file a Second Amended Complaint to include any other facts this Court deems appropriate.

WHEREFORE your Plaintiff PAUL DULBERG prays this Honorable Court denies Defendants' Motion to Dismiss and for all other relief this Honorable Court deems equitable and just. If this Court grants Defendants' Motion to Dismiss, PAUL DULBERG prays for a reasonable amount of time to file a Second Amended Complaint.

Respectfully submitted by
THE GOOCH FIRM, on behalf of
PAUL DULBERG, Plaintiff,



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Katherine M. Keefe
Clerk of the Circuit Court
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McHenry County, Illinois
22nd Judicial Circuit
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IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS

PAUL DULBERG, Plaintiff,	)	
vs.	)	No. 17LA000377
THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST, Defendants.	)	

MEMORANDUM IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS FIRST AMENDED COMPLAINT AT LAW

Defendants, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST, by and through their attorneys, GEORGE K. FLYNN, and CLAUSEN MILLER P.C., pursuant to 735 ILCS 5/2-615, submit this Memorandum in Support of Defendants' Motion to Dismiss Plaintiff's First Amended Complaint at Law with prejudice, and state as follows:

I. INTRODUCTION

The Plaintiff Paul Dulberg ("Dulberg") retained defendants The Law Offices of Thomas J. Popovich P.C. ("Popovich") to prosecute a personal injury claim on his behalf against his next door neighbors, Carolyn and Bill McGuire and their adult son (Dulberg's lifelong friend), David Gagnon ("Gagnon")). Hans Mast ("Mast") handled the case for the firm. Dulberg was on the McGuires' property, assisting Gagnon trim some tree branches with a chainsaw, when Dulberg's right arm was lacerated by the chainsaw. Dulberg agreed to a settlement with the McGuires. Thereafter, he and Mast reached an impasse. Mast and the firm withdrew, and successor counsel continued to prosecute the case against Gagnon.



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Dulberg now has a case of "buyer's remorse," admitting that he reluctantly agreed to accept the McGuires' settlement offer. He has attempted to state a claim against Popovich and Mast for legal malpractice. However, he has not plead the requisite elements of a legal malpractice case against Popovich and Mast, or the requisite elements of the underlying case (the "case within the case").

II. PROCEDURAL HISTORY

On November 28, 2017, Plaintiff filed his single count Complaint at Law for legal malpractice. Defendants moved to dismiss. On May 10, 2018, the Court granted Defendants' Motion to Dismiss pursuant to 735 ILCS 5/615 (see Order attached as Exhibit 1). During the hearing on Defendants' Motion to Dismiss, Judge Meyer ordered that the Plaintiff plead with more particularity and specificity regarding any allegations that he was misled. The Court also ordered the Plaintiff to provide more specificity and particularity with respect to any claims that information provided by Defendants to the Plaintiff was false and misleading. Plaintiff filed its First Amended Complaint at Law on June 7, 2018.

III. STATEMENT OF FACTS

A. The Following Facts Can Be Gleaned From The First Amended Complaint (Exhibit 2) and Its Exhibits

On June 28, 2011, Dulberg was assisting David Gagnon in the cutting down of a tree on the property of Carolyn and Bill McGuire. (Exhibit 2, ¶ 6). Gagnon lost control of the chainsaw and caused personal injury to Dulberg. (Exhibit 2, ¶ 7). In May of 2012, Dulberg retained Popovich. (Exhibit 2, ¶8). On May 15, 2012, Mast filed a Complaint on behalf of Dulberg against Gagnon and the McGuires in the Circuit Court of McHenry County, Illinois, Case No, 12

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LA 178. (Exhibit 2, ¶ 9, and Exhibit 2B)[1]. In late 2013, Dulberg settled with the McGuires and executed a Release in their favor in exchange for the payment of $5,000.00. The McGuires and their insurance carrier, Auto Owners Insurance Company, were released. (Exhibit 2, ¶ 18 and Exhibit 2D). Defendants continued to represent Dulberg until March 2015. (Exhibit 2, ¶ 21). Dulberg retained successor counsel and proceeded to a binding mediation and received a mediation award (Exhibit 2, ¶ 24 and Exhibit 2G). After the mediation, Dulberg allegedly realized for the first time that the information Mast and Popovich had given him was false and misleading and that the dismissal of the McGuires was a serious and substantial mistake. He was advised to seek an independent opinion from an attorney handling legal malpractice matters and received that opinion on or about December 16, 2016. (Exhibit 2, ¶ 28-29).

B. Alleged Acts of Negligence

Popovich's and Mast's alleged malpractice revolves around the settlement of the underlying case between Dulberg and McGuires. The allegations of a breach of the standard of care are all contained in ¶ 31, subsections a) through o) inclusive. Paragraph 31 states as follows:

> 31. MAST and POPOVICH, jointly and severally, breached the duties owed DULBERG by violating the standard of care owed DULBERG in the following ways and respects:
>
> a) Failed to take such actions as were necessary during their representation of DULBERG to fix liability against the property owners of the subject property (the McGuires) who employed Gagnon, and sought the assistance of DULBERG, for example hiring a liability expert;
>
> b) Failed to thoroughly investigate liability issues against property owners of the subject property;

[1] The exhibits to the underlying complaint in Case No. 12 LA 178 will be referenced as Exhibits 2A, 2B, 2C, 2D, 2E, 2F, and 2G.

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c) Failed to conduct necessary discovery, so as to fix the liability of the property owners to DULBERG, for example hiring a liability expert;

d) Failed to investigate the insurance policy amounts of the McGuires and Gagnon;

e) Incorrectly informed DULBERG that Gagnon's insurance policy was "only $100,000.00" and no insurance company would pay close to that;

f) Failed to understand the law pertaining to a property owner's rights, duties and responsibilities to someone invited onto their property by consulting an expert regarding these issues;

g) Improperly urged DULBERG to accept a nonsensical settlement from the property owners, and dismissed them from all further responsibility;

h) Failed to appreciate and understand further moneys could not be received as against Gagnon, and that the McGuires and their obvious liability were a very necessary party to the litigation;

i) Falsely advised DULBERG throughout the period of their representation, that the actions taken regarding the McGuires was proper in all ways and respects, and that DULBERG had no choice but to accept the settlement;

j) Coerced DULBERG, verbally and through emails, into accepting the settlement with the McGuires for $5,000.00 by misleading him into believing that [sic] had no other choice but to accept the settlement or else "the McGuires will get out for FREE on a motion".

k) Concealed from DULBERG the necessary facts for him to make an informed decision as to the McGuires, instead coercing him verbally and through emails into signing a release and settlement agreement and accept a paltry sum of $5,000.00 for what was a grievous injury;

l) Failed to properly explain to DULBERG all ramifications of accepting the McGuire settlement, and giving him the option of retaining alternative counsel to review the matter;

m) Continually reassured DULBERG that the course of action as to the property owners was proper and appropriate;

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n) Failed to retain a liability expert to prove DULBERG's damages;

o) Were otherwise negligent in their representation of DULBERG.

IV. DULBERG FAILS TO STATE A CLAIM FOR LEGAL MALPRACTICE UNDER 735 ILCS 5/2-615

A. Legal Standard

It is clearly established that Illinois is a fact pleading jurisdiction, requiring the plaintiff to present a legally and factually sufficient complaint. *Winfrey v. Chicago Park Dist.*, 274 Ill. App. 3d 939, 942 (1st Dist. 1995). A plaintiff must allege facts sufficient to bring his or her claim within the cause of action asserted. *Jackson vs. South Holland Dodge,* 197 Ill. 2d 39 (2001). To pass muster a complaint must state a cause of action in two ways: first, it must be legally sufficient -- it must set forth a legally recognized claim as its avenue of recovery, and second, the complaint must be factually sufficient -- it must plead facts, which bring the claim within a legally recognized cause of action as alleged. *People ex rel. Fahner v. Carriage Way West, Inc.*, 88 Ill. 2d 300, 308 (1981). Dismissal of a complaint is mandatory if one fails to meet both requirements. *Misselhorn v. Doyle*, 257 Ill. App. 3d 983, 985 (5th Dist. 1994). In ruling on a Section 2-615 motion, "only those facts apparent from the face of the pleadings, matters of which the court can take judicial notice, and judicial admissions in the record may be considered." *Mount Zion State Bank and Trust v. Consolidated Communications, Inc.*, 169 Ill. 2d 110, 115 (1995).

In Illinois, to establish a legal malpractice claim, a plaintiff must plead and prove the existence of an attorney client relationship; a duty arising from that relationship; a breach of that duty, the proximate causal relationship between the breach of duty and the damage sustained; and actual damages. *Glass v. Pitler*, 276 Ill. App. 3d 344, 349 (1st Dist. 1995). The injuries

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resulting from legal malpractice are not personal injuries but pecuniary injuries to intangible property interests. *Glass* at 349. Damages must be incurred and are not presumed. *Glass* at 349. It is the plaintiff's burden to establish that "but for" the attorney's negligence, the client would not have suffered the damages alleged. *Glass* at 349. "The proximate cause element of legal malpractice claim requires that the plaintiff show that but for the attorney's malpractice, the client would have been successful in the undertaking the attorney was retained to perform. *Green v. Papa*, 2014 IL App. (5th) 1330029 (2014), quoting *Owens v. McDermott Will & Emery*, 316 Ill. App. 340 (1st Dist. 2000), at 351. The plaintiff in a legal malpractice claim must plead a case within the case. *Ignarski v. Norbut*, 271 Ill. App. 3d 522 (1st Dist.1995).

B. Dulberg Fails to Plead Facts in Support of His Conclusory Allegations

Dulberg's second attempt at stating a claim fairs no better than his first. He still fails to plead with specificity and particularity as to how he was misled, or how any information provided to him was false and misleading. His allegations are pled in conclusory fashion throughout. He also fails to plead any facts concerning the McGuires' liability in the underlying case. His allegations concern the viability of a tort claim against property owners. Accordingly, he must plead facts in support of the property owners' [the McGuires] liability in the underlying case. Instead, Dulberg pleads only conclusions. More is necessary under Illinois law.

Dulberg has failed to follow the court's direction from the hearing on Defendant's Motion to Dismiss. The allegations of negligence contained in ¶ 31 fail to allege any facts in support of the conclusions. For example, what necessary discovery was not conducted? (¶ 31 (c)) What is the law pertaining to a property owner's duties and responsibilities? (¶ 31 (f)). How did defendants falsely advise Dulberg that the actions taken regarding the McGuires was proper? (¶ 31 (i)). What was concealed from Dulberg? (¶ 31 (k)). The bottom line is that Dulberg has yet to explain how the McGuires would have been found liable. The only thing that can be gleaned

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from the facts alleged in the Complaint and First Amended Complaint, is that Dulberg was injured on their property. He fails to explain how the McGuire's breached any duty to him, and how they would have been liable.

Additionally, Dulberg's allegations of coercion are not supported by his own pleadings. It is reasonably inferred from the pleadings that Dulberg had ample time to retain another attorney (in fact later he did). Exhibit E to his First Amended Complaint establishes that he deliberated over the decision to settle, and mailed a signed release back to Mast. So how was he coerced, when he alleges that he met with Mast, and then later mailed the executed release?

Moreover, his allegations regarding the failure to retain an expert are unsupported. He also fails to explain why his successor counsel did not retain an expert at the appropriate time if necessary. Lastly, Dulberg can never properly allege proximately caused damages regarding the allegation in ¶ 31 (e), that Gagnon's insurance coverage was $300,000 and not $100,000. In fact, Dulberg admits in ¶ 24 that he recovered $300,000 in available coverage from Gagnon. If Mast incorrectly reported the available coverage, it did not cause any damage, as Dulberg's successor counsel was apparently able to recover the full amount of available coverage against the individual who injured Dulberg with a chainsaw.

Under Illinois fact pleading requirements, much more is needed. In a case of alleged professional liability, the plaintiff cannot simply allege in conclusory terms that the defendants were negligent, and that the Plaintiff could have proved up liability against the underlying defendants. He must allege why and how. Dulberg has failed twice. His First Amended Complaint must be dismissed with prejudice pursuant to 735 ILCS 5/2-615.

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V. CONCLUSION

WHEREFORE, Defendants, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST, pursuant to 735 ILCS 5/2-615 respectfully request this Honorable Court dismiss Plaintiff's Complaint with prejudice, and for any further relief this Court deems fair and proper.

/s/ George K. Flynn

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THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 17 LA 377
	)	
THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST,	)	
	)	
	)	
Defendant.	)	

FIRST AMENDED COMPLAINT AT LAW
(Legal Malpractice)

COMES NOW your Plaintiff, PAUL DULBERG (hereinafter also referred to as "DULBERG"), by and through his attorneys, THE GOOCH FIRM, and as and for his First Amended Complaint against THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. (hereinafter also referred to as "POPOVICH"), and HANS MAST (hereinafter also referred to as "MAST"), states the following:

1. Your Plaintiff, PAUL DULBERG, is a resident of McHenry County, Illinois, and was such a resident at all times complained of herein.

2. Your Defendant, THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., is a law firm operating in McHenry County, Illinois, and transacting business on a regular and daily basis in McHenry County, Illinois.

3. Your Defendant, HANS MAST, is either an agent, employee, or partner of THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. MAST is a licensed attorney in the State of Illinois, and was so licensed at all times relevant to this Complaint.



4. That due to the actions and status of MAST in relation to POPOVICH, the actions and inactions of MAST are directly attributable to his employer, partnership, or principal, being THE LAW OFFICES OF THOMAS J. POPVICH, P.C.

5. Venue is therefore claimed proper in McHenry County, Illinois, as the Defendants transact substantial and regular business in and about McHenry County in the practice of law, where their office is located.

6. On or about June 28, 2011, your Plaintiff, DULBERG was involved in a horrendous accident, having been asked by his neighbors Caroline McGuire and William McGuire, in assisting a David Gagnon in the cutting down of a tree on the McGuire property. DULBERG lived in the same area.

7. At this time, Gagnon lost control of the chainsaw he was using causing it to strike and cut DULBERG's arm. This caused substantial and catastrophic injuries to DULBERG, including but not limited to great pain and suffering, current as well as future medical expenses, in an amount in excess of $260,000.00, along with lost wages in excess of $250,000.00, and various other damages.

8. In May of 2012, DULBERG retained THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., pursuant to a written retainer agreement attached hereto as **Exhibit A.**

9. A copy of the Complaint filed by MAST on his own behalf, and on behalf of DULBERG, is attached hereto as **Exhibit B**, and the allegations of that Complaint are fully incorporated into this Complaint as if fully set forth herein.

10. An implied term of the retainer agreement attached hereto as **Exhibit A**, was that at all times, the Defendants would exercise their duty of due care towards their client and conform their acts and actions within the standard of care every attorney owes his client.

11. That as **Exhibit B** reveals, Defendants properly filed suit against not only the operator of the chain saw, but also his principals, Caroline McGuire and William McGuire, who purportedly were supervising him in his work on the premises.

12. At the time of filing of the aforesaid Complaint, MAST certified pursuant to Supreme Court Rule 137, that he had made a diligent investigation of the facts and circumstances around the Complaint he filed, and further had ascertained the appropriate law. MAST evidently believed a very good and valid cause of action existed against Caroline McGuire and William McGuire.

13. Also MAST incorrectly informed DULBERG that the insurance policy limit for the Gagnon was only $100,000.00, when in reality the policy was $300,000.00.

14. The matter proceeded through the normal stages of litigation until sometime in late 2013 or early 2014, when MAST began urging DULBERG to settle the matter against William McGuire and Caroline McGuire for $5,000.00.

15. On November 18, 2013, MAST wrote two emails to DULBERG urging DULBERG to accept the $5,000.00, "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. You probably won't see any of it due to liens etc. but it will offset the costs deducted from any eventual recovery...." * * * "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". (See Emails attached as **Group Exhibit C.**)

16. Similarly, on November 20, 2013 MAST emailed DULBERG urging him to accept the $5,000.00 otherwise "the McGuires will get out for FREE on a motion." (See Emails attached as **Group Exhibit C.)**

17. On or around December 2013 or January 2014, MAST met with DULBERG and other family members and again advised them there was no cause of action against William McGuire and Caroline McGuire, and verbally told DULBERG that he had no choice but to execute a release in favor of the McGuires for the sum of $5,000.00 and if he did not, he would get nothing.

18. DULBERG, having no choice in the matter, reluctantly agreed with MAST to accept the sum of $5,000.00 releasing not only William and Caroline McGuire, but also Auto-Owners Insurance Company from any further responsibility or liability in the matter. A copy of the aforesaid general release and settlement agreement is attached hereto as **Exhibit D**.

19. Continuously throughout the period of representation, MAST and POPOVICH represented repeatedly to DULBERG there was no possibility of any liability against William and/or Caroline McGuire and/or Auto-Owners Insurance Company, and lulled DULBERG into believing that the matter was being properly handled

20. After accepting the $5,000 settlement, DULBERG wrote MAST an email on January 29, 2014 stating "I trust your judgment." (See Email attached as **Exhibit E.)**

21. MAST and POPOVICH continued to represent DULBERG into 2015 and continuously assured him that his case was being handled properly.

22. On February 22, 2015, as to any chance of settling the remainder of his case against Gagnon MAST wrote to DULBERG that, "There's only $100,000 in coverage. Allstate will never offer anything near the policy limits therefore there's no chance to settle the case. The only

alternative is to take the case to trial and I am not interested in doing that." (See Email attached as **Exhibit F.**)

23. MAST and POPOVICH represented DULBERG through to and including March of 2015, following which DULBERG and the Defendants terminated their relationship due to a claimed failure of communication. MAST and POPOVICH withdrew from the representation of DULBERG.

24. Thereafter, DULBERG retained other attorneys and proceeded to a Court ordered binding mediation before a retired Circuit Judge, where DULBERG received a binding mediation award of $660,000.00 in gross, and a net award of $561,000.00. However, due to the settlement with the McGuires, DULBERG was only able to collect $300,000.00 based upon the insurance policy available. A copy of the aforesaid Mediation Award is attached hereto as **Exhibit G**.

25. The McGuires were property owners and had property insurance covering injuries or losses on their property, as well as substantial personal assets, including the property location where the accident took place at 1016 West Elder Avenue, in the City of McHenry, Illinois. McGuires were well able to pay all, or a portion of the binding mediation award had they still remained parties.

26. DULBERG, in his relationship with POPOVICH and MAST, cooperated in all ways with them, furnishing all necessary information as required, and frequently conferred with them.

27. Until the time of the mediation award, DULBERG had no reason to believe he could not recover the full amount of his injuries, based on POPOVICH'S and MAST'S representations to DULBERG that he could recover the full amount of his injuries from Gagnon, and that the inclusion of the McGuires would only complicate the case.

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.

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.

31. MAST and POPOVICH, jointly and severally, breached the duties owed DULBERG by violating the standard of care owed DULBERG in the following ways and respects:

a) Failed to take such actions as were necessary during their representation of DULBERG to fix liability against the property owners of the subject property (the McGuires) who employed Gagnon, and sought the assistance of DULBERG, for example hiring a liability expert;

b) Failed to thoroughly investigate liability issues against property owners of the subject property;

c) Failed to conduct necessary discovery, so as to fix the liability of the property owners to DULBERG, for example hiring a liability expert;

d.) Failed to investigate the insurance policy amounts of the McGuires and Gagnon;

e.) Incorrectly informed DULBERG that Gagnon's insurance policy was "only $100,000.00" and no insurance company would pay close to that;

f) Failed to understand the law pertaining to a property owner's rights, duties and responsibilities to someone invited onto their property by consulting an expert regarding these issues;

g) Improperly urged DULBERG to accept a nonsensical settlement from the property owners, and dismissed them from all further responsibility;

h) Failed to appreciate and understand further moneys could not be received as against Gagnon, and that the McGuires and their obvious liability were a very necessary party to the litigation;

i) Falsely advised DULBERG throughout the period of their representation, that the actions taken regarding the McGuires was proper in all ways and respects, and that DULBERG had no choice but to accept the settlement;

j) Coerced DULBERG, verbally and through emails. into accepting the settlement with the McGuires for $5,000.00 by misleading him into believing that had no other choice but to accept the settlement or else "the McGuires will get out for FREE on a motion".

k) Concealed from DULBERG the necessary facts for him to make an informed decision as to the McGuires, instead coercing him verbally and through emails into signing a release and settlement agreement and accept a paltry sum of $5,000.00 for what was a grievous injury;

l) Failed to properly explain to DULBERG all ramifications of accepting the McGuire settlement, and giving him the option of retaining alternative counsel to review the matter;

m) Continually reassured DULBERG that the course of action as to the property owners was proper and appropriate;

n) Failed to retain a liability expert to prove DULBERG's damages;

o) Were otherwise negligent in their representation of DULBERG.

32. That DULBERG suffered serious and substantial damages, not only as a result of the injury as set forth in the binding mediation award, but due to the direct actions of MAST and POPOVICH in urging DULBERG to release the McGuires, lost the sum of well over $300,000.00 which would not have occurred but for the acts of MAST and THE LAW OFFICES OF THOMAS J. POPOVICH, P.C.

WHEREFORE, your Plaintiff, PAUL DULBERG prays this Honorable Court to enter judgment on such verdict as a jury of twelve (12) shall return, together with the costs of suit and such other and further relief as may be just, all in excess of the jurisdictional minimums of this Honorable Court.

Respectfully submitted by,

PAUL DULBERG, Plaintiff, by his attorneys THE GOOCH FIRM,

Thomas W. Gooch, III

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY OF TWELVE (12) PERSONS.

Thomas W. Gooch, III

Thomas W. Gooch, III
THE GOOCH FIRM
209 S. Main Street
Wauconda, IL 60084
847-526-0110
ARDC No.: 3123355
gooch@goochfirm.com
office@goochfirm.com

CONTRACT FOR LEGAL SERVICES

I agree to employ the LAW OFFICES OF THOMAS J. POPOVICH, P.C. (hereinafter "my attorney") to represent me in the prosecution or settlement of my claim against persons or entities responsible for causing me to suffer injuries and damages on the _____ day of _____, 20__.

My attorney agrees to make no charge for legal services unless a recovery is made in my claim. The approval of any settlement amount cannot be made without my knowledge and consent.

I agree to pay my attorney in consideration for his legal services a sum equal to one-third (33 1/3%) of my recovery from my claim by suit or settlement; this will increase to ~~40~~ 40% in the event my claim results in more than one (1) trial and/or an appeal of a trial. I understand my attorney may need to incur reasonable expenses in properly handling my claim including, but not limited to, expenses such as accident reports, filing fees, court reporters fees, video fees, records fees, and physician fees. I understand those expenses will be taken out of my settlement, in addition to my attorney's legal fee.

X _____
Client

_____
Client

Date: _____

LAW OFFICES OF THOMAS J. POPOVICH

By: _____

Date: _____

LAW OFFICES OF THOMAS J. POPOVICH, P.C.
3416 West Elm Street
McHenry, Illinois 60050
815/344-3797

EXHIBIT
tabbies
A

COPY
FILED
MAY 15 2012
KATHERINE 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.

No.: 12LA178

DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, Individually;

Defendants.

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 206 ON 7/28/2012 AT 2:00 PM
FAILURE TO APPEAR MAY RESULT IN THE CASE BEING DISMISSED OR AN ORDER OF DEFAULT BEING ENTERED.

NOTICE
LOCAL RULE 3.10
THIS CASE IS HEREBY SET FOR SCHEDULING
CONFERENCE IN COURTROOM ON
20 AT AM PM
FAILURE TO APPEAR MAY RESULT IN THE CASE
BEING DISMISSED OR AN ORDER OF
DEFAULT BEING ENTERED.

EXHIBIT
tabbies
B

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.

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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.

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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.

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Count II

Paul Dulberg vs. Caroline McGuire and Bill McGuire

15. That the Plaintiff, PAUL DULBERG, restates and realleges paragraphs 1 through 14, in Count I, above, as paragraphs 1 through 13 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.

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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.

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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

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From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Dave's Best and oldest friend John**
Date: December 28, 2016 10:33:35 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: November 20, 2013 at 7:26:53 AM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Dave's Best and oldest friend John

Morning Hans,
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 as well.
Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Nov 20, 2013, at 6:59 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> 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.
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Tue, 19 Nov 2013 02:29:56 -0000 (UTC)
> Subject: Re: Dave's Best and oldest friend John
> 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?
> Paul
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>
> > On Nov 18, 2013, at 8:07 PM, Hans Mast <hansmast@comcast.net> wrote:
> >
> > 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
> >
> > Sent from my iPhone
> >
> > > On Nov 18, 2013, at 7:40 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> > >
> > > Only 5, That's not much at all.
> > > Is this a take it or leave it or do we have any other options?
> > >
> > > If you want a negligence case for the homeowners ask what happened immediately after the accident.
> > >
> > > Neither of them offered me any medical assistance nor did either of them call 911 and all Carol could think of besides calling David an idiot was calling her homeowners insurance.



They all left me out in the yard screaming for help while they were busy making sure they were covered.

She even went as far as to finally call the Emergency Room after I was already there just to tell me she was covered.

How selfish are people when they worry about if their insured over helping the person who was hurt and bleeding badly in their yard.

I'm glad she got her answer and had to share it with me only to find out her coverage won't even pay the medical bills.

I'm not happy with the offer.

As far as John Choyinski, he knows he has to call you and said he will tomorrow.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Nov 18, 2013, at 1:28 PM, Hans Mast <hansmast@comcast.net> wrote:
>
> Im waiting to hear from John. I tried calling him last week, but no one answered.
>
> 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. You probably won't see any of it due to liens etc. but it will offset the costs deducted from any eventual recovery....
>
> Let me know what you think..
>
> Hans
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Fri, 15 Nov 2013 22:41:26 -0000 (UTC)
> Subject: Dave's Best and oldest friend John
> Hans,
> Just spoke with John Choyinski again about talking with you.
> I am leaving your number with him as he has agreed to talk with you about David Gagnon.
> I believe he will try and call sometime tomorrow.
> Paul
> Oh and I know that nothing that happened right after the incident makes any difference as to the validity of the injuries but David's conduct immediately after the incident does show his lack of moral values for other humans and what he was willing and was not willing to do to help me get medical help. For his actions towards me or any other human being is enough to sue the shit out him alone. It is the things that happened afterwards that upset me the most.
> Sorry for the rant but Dave was a complete ass all the way and deserves this.
> Paul Dulberg
> 847-497-4250
> Sent from my iPad

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

Thomas J. Popovich
Hans A. Mast
John A. Kowiak

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

EXHIBIT
tabbies
D

Waukegan Office:
210 North Martin Luther
King Jr. Avenue
Waukegan, IL 60085

Received 11-28-2017 04:31 PM / Circuit Clerk Accepted on 11-29-2017 09:53 AM / Transaction #1711117 4917 Case #17LA000377

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 22nd 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

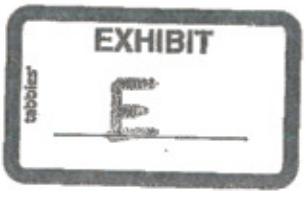
From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: McGuire settlement**
Date: December 28, 2016 10:21:55 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: January 29, 2014 at 1:59:31 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: McGuire settlement

Ok, it's signed and in the mail.
Hope that some yahoo in the govt. doesn't someday decide to go after everyone they think they might get a dollar out of and end up holding me responsible for the McGuires fees incurred while they fight it out.
I'm not in the business of warranting, insuring or protecting the McGuires from government. Especially for only 5 grand. For that kind of protection it could cost millions but I trust your judgement.
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

> On Jan 29, 2014, at 11:49 AM, Hans Mast <hansmast@comcast.net> wrote:
>
> SSD has to be part of it...its not going to effect anything...
> We can't prevent disclosure of the amount...
>
> ----- Original Message -----
> From: Paul Dulberg <pdulberg@comcast.net>
> To: Hans Mast <hansmast@comcast.net>
> Sent: Wed, 29 Jan 2014 17:47:39 -0000 (UTC)
> Subject: Re: McGuire settlement
> What and why do those questions have any relevance at all and why do they need to be part of this agreement?
> Particularly the one about being eligible.
> Also, I cannot warranty against what SSDI, Medicare or any other government institution wishes to do.
> Is it possible to make this agreement blind to the McGuires or David Gagnon?
> What I mean is can we make it so that the amount of money cannot be told to them in any way?
> It would drive David's ego crazy if he thought it was a large sum and was banned from seeing how much it is.
> Paul Dulberg
> 847-497-4250
> Sent from my iPad
>> On Jan 29, 2014, at 10:51 AM, Hans Mast <hansmast@comcast.net> wrote:
>>
>> Its not a big deal...if you weren't receiving it than don't check it...not sure what the question is...
>> ----- Original Message -----
>> From: Paul Dulberg <pdulberg@comcast.net>
>> To: Hans Mast <hansmast@comcast.net>
>> Sent: Wed, 29 Jan 2014 16:16:04 -0000 (UTC)
>> Subject: McGuire settlement
>> Here is a copy of the first page.
>> It has check boxes and one of the check boxes says;
>> I am not eligible to receive SSI or SSDI.
>> Another says;
>> I am not receiving SSI or SSDI.
>> As you know, I have applied for SSDI and SSI



From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Memo**
Date: December 27, 2016 6:11:20 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 22, 2015 at 7:42:25 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Memo

To believe David's version of events you must believe I was committing suicide.
Who in their right mind puts his arm into a chainsaw?

I figured you would cop out again...

Now I'm left wondering...
How hard is it to sue an atty?

And yes I am and have been looking for someone who will take this case...

The issue of my word vs David Gagnons... Did he cut me or did I cut myself?

Of coarse he cut me.

Next issue please?

Paul Dulberg
847-497-4250
Sent from my iPad

> On Feb 22, 2015, at 7:20 PM, Hans Mast <hansmast@att.net> wrote:
>
> Paul I no longer can represent you in the case. We obviously have differences of opinion as to the value of the case. I've been telling you over a year now the problems with the case and you just don't see them. You keep telling me how injured you are and completely ignore that it doesn't matter if you passed away from the accident because we still have to prove that the defendant was at fault. While you think it is very clear - it is not. My guess is that seven out of 10 times you will lose the case outright. That means zero. That's why I have been trying to convince you to agree to a settlement. You clearly do not want to. There's only $100,000 in coverage. Allstate will never offer anything near the policy limits therefore there's no chance to settle the case. The only alternative is to take the case to trial and I am not interested in doing that. I will wait for you to find a new attorney. I can't assist you any further in this case. Just let me know.
>
> Sent from my iPhone
>
> > On Feb 22, 2015, at 7:14 PM, Paul Dulberg <pdulberg@comcast.net> wrote:
> >
> > Let's not be harsh, We have a couple of weeks till dr Kujawa's billing arrives.
> > I agree showing me the memo is a good idea it's just not the accuracy I expected.
> > I know I'm being confrontative about all of this but let's face it, my working days are over let alone a career I have been building since I was in high school. My dreams of family are over unless I have enough to provide and pay for the care of children and a roof.
> > What's left for me?
> > Facebook, scrap booking, crafts, etc... A life of crap...
> > With ongoing pain and grip issues in my dominate arm/hand that are degenerative.
> >
> > This is as total as it gets for us in the working class short of being paralyzed or dead.
> >
> > I need someone who is on my side, top of their game and will see to it that I'm comfortable after all this is over.
> >
> > What I feel is an attempt to settle for far less than this is remotely worth just to get me off the books.



ADR systems

Binding Mediation Award

Paul Dulberg)
)
)
v.) ADR Systems File # 33391BMAG
)
)
David Gagnon)

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

Medical	$ 60,000.
future medical	$ 200,000.
Lost wage	$ 250,000.
P.I.S	75,000.
L.N.L	75,000.

The Honorable James P. Etchingham, (Ret.)

EXHIBIT tabbies 6

Received 11-28-2017 04:31 PM / Circuit Clerk Accepted on 11-29-2017 09:53 AM / Transaction #17111117451 / Case #17LA000

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. CIR. CLK.

PROOF OF SERVICE

The undersigned, being first duly sworn on oath, deposes and states that on the 2nd **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

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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 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:\Main\DULBERG, 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. 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 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
S:\Main\DULBERG, PAUL\Discovery\Request for Prod to Def Gagnon 9-27-12.wpd

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 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 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 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.

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)
) SS
COUNTY OF McHENRY)

_____ 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

FILED
JUL 30 2012
KATHERINE M. KEEFE
McHENRY CTY. CIR. CL

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 26th **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

S:\Main\DULBERG, PAUL\Discovery\Proof of Svc 7-24-12.wpd

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 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. McGuires were on the premises.

4. State specifically and with certainty the personal injuries and propeity 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, 201 1, 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 involvemnt;
- 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

PAUL DULBERG

DATE: 7-20-12

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

COPY

FILED
AUG 22 2012
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

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 **21st 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

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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

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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. 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 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.

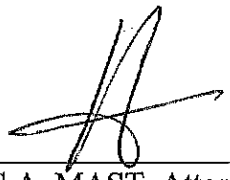
ANSWER: No

5. Do you have any documentation in your poss4ession 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.

X Paul Dudley

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 **25th 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

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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

PROOF OF SERVICE

The undersigned, being first duly sworn on oath, deposes and states that on the **25th 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. KEEFE
McHENRY CTY. CIR. CLK.

PROOF OF SERVICE

The undersigned, being first duly sworn on oath, deposes and states that on the 11th **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

THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG,	)	
Plaintiff,	)	Case No.: 2017 LA 377
v.	)	
	)	
THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. and HANS MAST,	)	
	)	
Defendants.	)	

PROOF OF SERVICE OF DISCOVERY DOCUMENTS

To: George Flynn (gflynn@clausen.com)
Clausen Miller, P.C.
10 South LaSalle Street, 16th Floor
Chicago IL 60603

I HEREBY CERTIFY THE FOLLOWING DOCUMENTS WERE SERVED TO THE ABOVE NAMED:

1) Plaintiff's First Request for Production of Documents to Defendants;

2) Plaintiff's First Set of Interrogatories to Defendants; and

3) Plaintiff's 213(f) (1)(2) & (3) Interrogatories to Defendants.

Via McHenry County E-file system and email from Wauconda, Illinois before 5:00 p.m. on October 8, 2018.

Thomas W. Gooch, III
Thomas W. Gooch, III

THE GOOCH FIRM
209 S, Main Street
Wauconda, Illinois 60084
847 526 0110
gooch@goochfirm.com
office@goochfirm.com
ARDC No. 3123355

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

COPY

FILED
McHenry County, Illinois
AUG - 8 2012
KATHERINE M. KEEFE
Clerk of the Circuit Court

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

S:\Main\DULBERG, PAUL\Notices\Notice of Motion 7-31-12.wpd

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND 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 **REQUEST TO PRODUCE TO PLAINTIFF**

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 6/28/2012

PHYSICIAN SIGNATURE [signature]

1117900323
DULBERG, PAUL R
M 41Y [redacted]
06/28/2011 B 0000109381

☐ 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 _____

☐ LIMITED WORK WITH
☐ NO WORK WITH

Right	Left
☐ Hand	☐ Hand
☐ Arm	☐ Arm
☐ Foot	☐ Foot
☐ Leg	☐ 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): [signature]

PRINTED BY: MRV0127
DATE 09/14/2012

ED 102 NIMC/MMC

EMCARE, INC

MEDICAL RECORDS COPY

NOTICE OF HEALTH CARE SERVICES LIEN

TO_Paul Dulberg 4606 Hayden McHenry, IL 60050

[name and address of injured party against whom a claim or right of actions exists from such injuries]

PLEASE TAKE NOTICE that the undersigned, an Illinois licensed health care Professional employed by Hand Surgery Associates, S.C., a licensed Illinois Medical Corporation, has rendered or will render services by way of treatment to

Paul Dulberg (name and address of injured person)

4606 Hayden McHenry, IL 60050

for injuries sustained on or about 2/1/12 and for which injuries treatment received: 2/1/12-----9/1/13

(please list below name and address of each party who may be liable)

Paul Dulberg 4606 Hayden McHenry, IL 60050
(Name) (Address)

Mr. Hans Mast Law Offices of Thomas Popovich 3416 W. Elm St. McHenry, IL 60050
(Name) (Address)

YOU ARE HEREBY FURTHER NOTIFIED that the undersigned claims a lien, as provided under the laws of the State of Illinois, 770 ILCS 23/1, et seg. upon all applicable claims and causes of action of said injured person for the amount of reasonable charges up to the date of payment of damages.

Hand Surgery Associates, S.C.

515 West Algonquin Road

Arlington Heights, Illinois 60005

Health Care Professional

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

Fax/Phone Number	Mode	Start	Time	Page	Result	Note
18152267701	Normal	14:11:51am	0'31"	1	* 0 K	Brdcast
13125589357	Normal	14:11:52am	0'19"	1	# 0 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, 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

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 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

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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

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

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
King Jr. Avenue
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 22nd 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

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
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 22nd 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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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: _____

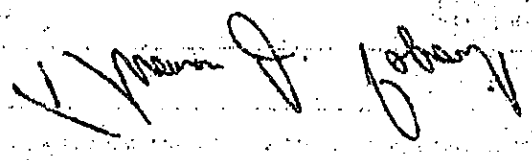
_____
PAUL DULBERG

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



Retirement & Survivors Benefits

Life Expectancy Calculator

Change Gender/Date of Birth
Life Expectancy Home Page
Retirement Planner
Retirement Estimator
Survivors Planner
Other Things to Consider
Apply for Benefits Online

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[a]	35.3	82.0
62	22.8	84.8
67[b]	18.9	85.9
70	16.7	86.7

[a] Your current age.
[b] 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, 04/12/12, 04/16/12, 04/18/12, 04/26/12, 04/27/12, 05/02/12, 05/04/12, 05/07/12, 05/10/12, 05/15/12, 05/17/12, 05/24/12, 05/25/12, 05/31/12, 06/04/12, 07/16/12, 07/19/12, 07/23/12, 07/26/12, 07/30/12, 08/02/12, 08/06/12, 08/09/12, 08/16/12, 08/20/12, 08/23/12, 08/28/12, 08/30/12, 09/11/12, 09/13/12, 09/18/12, 09/20/12, 09/21/12, 09/25/12, 09/27/12, 09/28/12, 10/02/12, 10/04/12, 10/05/12, 10/09/12, 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

Dates of Service:		
	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
Date of Service: 07/09/12 $ 6,366.00

11. Northwest Suburban Anesthesiologist, Ltd.
8163 Solutions Center
Chicago, IL 60677-8001
Date of Service: 07/09/12 $ 1,365.00

12. Alexian Brothers Medical Group
P.O. Box 5588
Belfast, ME 04915-5500
847-506-6622

Dates of Service:		
	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

Dates of Service:		
	06/28/11	$ 48.68

14. Walmart Pharmacy
3801 Running Brooks Farms Blvd.
Johnsburg, IL 60051

Dates of Service:		
	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	$ 126.68

15. Genoa/QOL MEDS Pharmacy
4100 Veterans Pkwy
McHenry IL. 60050
815-344-3263

Dates of Service:		
	08/14/13 (Gabapentin)	$ 19.49
	10/01/13 (Gabapentin)	$ 19.24
	10/25/13 (Gabapentin)	$ 19.24
	11/26/13 (Gabapentin)	$ 19.24
	05/13/14 (Gabapentin)	$ 19.24
	06/30/14 (Gabapentin)	$ 19.24
	08/04/14 (Gabapentin)	$ 19.24
	09/02/14 (Gabapentin)	$ 19.24
	10/06/14 (Gabapentin)	$ 19.24
	11/06/14 (Gabapentin)	$ 19.24
	12/09/14 (Gabapentin)	$ 19.24
	01/12/15 (Gabapentin)	$ 19.24
	03/17/15 (Gabapentin)	$ 19.24
	04/20/15 (Gabapentin)	$ 30.63
	05/19/15 (Gabapentin)	$ 30.63
	06/23/15 (Gabapentin)	$ 30.63
	07/23/15 (Gabapentin)	$ 30.63
	08/27/15 (Gabapentin)	$ 30.63
	09/30/15 (Gabapentin)	$ 30.63
	11/02/15 (Gabapentin)	$ 30.63
	12/08/15 (Gabapentin)	$ 30.63
	12/18/15 (Gabapentin)	$ 30.63
	01/12/16 (Gabapentin)	$ 30.63
	02/08/16 (Gabapentin)	$ 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 22nd JUDICIAL CIRCUIT
McHENRY COUNTY

PAUL DULBERG

vs.

DAVID GAGNON, et al.

Case Number **12 LA 178**

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.

TWENTY-SECOND JUDICIAL CIRCUIT COURT McHENRY COUNTY ILLINOIS

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 60050**

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

Postage $
Certified Fee
Return Receipt Fee (Endorsement Required) 6.11
Restricted Delivery Fee (Endorsement Required)
Postmark Here

Michael McArtor
4606 Hayden Court
McHenry, IL 60051

See Reverse for Instructions

7011 2970 0001 8138 8730

... **via certified mail** on ...

...aid the witness $ **35.00** for witness and mileage fees.

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
4606 HAYDEN CT
MCHENRY IL 60051-7918

601067 PAUL DULBERG/ACCIDENT
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 P/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
4606 HAYDEN CT
MCHENRY IL 60051-7918

601067 PAUL DULBERG/ACCIDENT
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

Centegra Hospital-McHenry

B1117900323
DULBERG, PAUL R
M 41Y ([redacted]
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: 123 73 P 75 R 16 T 97.4 SPO2 97 Time of Injury: ☒ Room air ☐ O2 Pain Level: 9 - 10

BROUGHT BY: ☐ Self ☐ Relative ☐ Police ☒ Friend ☐ Other Ambulance:

MODE OF ARRIVAL ☒ WC ☐ Stretcher ☐ Carried ☐ Walked

TREATMENT PTA ☐ Ice ☐ Elevate ☐ O2 ☐ IV ☐ Med:

☒ Patient Band applied ☐ Hand Off Communication Band applied ☐ Security watch

Chief complaint/reason for visit: States chainsaw vs Rt arm 15 min ago @ home. c/o feeling lightheaded

Triage RN

CURRENT MEDS ☒ Denies		ALLERGIES ☒ NKA	REACTION
		Medications:	
		Food:	
		Other: ☐ Latex ☐ 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 ☐ None

Yes	Yes	Yes	Yes	Yes
☐ Autoimmune	☐ Dementia/ Alzheimer's	☐ Headaches/ migraines	☐ Pressure Ulcer	☐ Infectious diseases
☐ Asthma	☐ Endocrine	☐ Head inj past 3 months	☐ Recent exposure	☐ MRSA
☐ Back problems	☐ GI problems	☐ Hypertension	☐ Reproductive problems	☐ VRE
☐ Blood disorders	☐ GU Problems	☐ MusculoSkeletal problems	☐ Respiratory problems	☐ Chicken Pox
☐ Cancer	☐ Glaucoma	☐ Neuro problems	☐ Seizures	☐ Measles
☐ Cardiovascular	☐ HEENT problems	☐ PsychoSocial problems	☐ Skin problems	☐ Shingles
☐ CHF	☐ Heart murmur		☐ Vision problems	☐ Strep Throat
LMP:	☐ Normal ☐ Abnormal			☐ Other:
☐ Pregnant	☐ No ☐ Unsure	Grava Para Ab	FHT	

Expanded/surgical history: Lt arm surg

Implanted medical device: ☐ Pacemaker ☐ IV access ☐ Eye ☐ Knee ☐ Hip ☐ AICD ☐ Other:

TB History	☐ None Ever had a positive TB test? ☐ Yes ☒ No ☐ Self-history of TB ☐ Family history of TB ☐ Cough ☐ Fever ☐ Bloody sputum ☐ Weight loss ☐ Night sweats ☐ Loss of appetite ☐ Fatigue ☐ Recent international travel ☐ Denies signs & symptoms
Vaccine	☐ Flu Tetanus ☐ N/A ☒ Up to date ☐ >5 years ☐ Unsure Pediatric immunization ☐ Up to date ☐ No ☐ Unsure

PRINTED BY: MRV0127
DATE 09/14/2012

CentegraHealthSystem

Centegra Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050
815-344-5000

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

OFFICIAL SEAL
SUSAN HENN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/05/13

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, Zydone, 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 herbals) 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.

Centegra Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050
(815) 344-5000

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 herbals) 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, over stimulated (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 medicaton.
- 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

PAUL DULBERG or Responsible Person

PAUL DULBERG or Responsible Person has received this information and tells me that all questions have been answered.

WJD0610

RN Staff Signature

Pain 4
Time 1713.

PRINTED BY: MRV0127
DATE 09/14/2012

CentegraHealthSystem

☑ CH - M ☐ CH - W

☐ Other (Specify) _____

1117900323
DULBERG, PAUL R
M 41Y (_____
06/28/2011 B 0000109381

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.

VV
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.

VV
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.

VV
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.

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DATE 09/14/2012

CentegraHealthSystem

1117900323
DULBERG, PAUL R
M 41Y
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.

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 PT
Patient/ Authorized Person

Relationship

6/28/11
Date

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)

PRINTED BY: MRV0127

CENTEGRA Health System

DISCHARGE DATE | TIME

ACCOUNT NO.	ADMISSION DATE/TIME	BY	STATION ROOM	ACC	SERVICE	TYPE	AT	AS	UNIT NO/MEDICAL RECORD NO
B11179-00323	06/28/11 0246pm	MXC	EDB -		EMD	EDB	1	1	B0000109381

SEX	RC	MS	BIRTHDATE	SOC SEC NO	CLERGY	AD	OD	INJURY	FIN CLASS
M	1	S	([redacted] 41Y	[redacted]		N		AT WORK	L LIAB-MVA/M

PATIENT

PATIENT NAME AND ADDRESS
ENGLISH
DULBERG, PAUL R
4606 HAYDEN CT ([redacted]
CELL#
MCHENRY IL 60051-7918 *MCHENRY CNTY, IL

PREVIOUS NAME

GUARANTOR

GUARANTOR NAME AND ADDRESS
DULBERG, PAUL R
4606 HAYDEN CT [redacted]
SELF
MCHENRY IL 60051-7918 CELL#
SOC SEC NO [redacted] 1 PHI CONTACT: Y

EMPLOYERS

PATIENT EMPLOYER
SHARP PRINTING
4606 HAYDEN CT [redacted]
SELF EMP
MCHENRY IL 60050

GUARANTOR EMPLOYER
SHARP PRINTING
4606 HAYDEN CT [redacted]
SELF EMP
MCHENRY IL 60050

PATIENT

EMERGENCY CONTACT / RELATIVE 1
DULBERG, HERBERT [redacted]
4606 HAYDEN CT *FATHER
MCHENRY IL 60051-7918
PHI CONTACT: Y
SOC 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

INSURANCE 1
PAUL DULBERG/ACCIDENT 1 601067
4606 HAYDEN CT
JOHNSBURG IL 60051 DOB: [redacted]
ACCIDENT DULBERG, PAUL R
99999 999999999
([redacted]

INSURANCE 2
DOB:

INSURANCE 3
DOB:

INSURANCE 4
DOB:

MISC.

DIAGNOSIS/COMPLAINT
ER

COMMENT

ATTENDING PHYSICIAN
FORD, APIWAT W

ADMITTING PHYSICIAN
FORD, APIWAT W

PRIMARY CARE PHYSICIAN
SEK, FRANK

ADDITIONAL PHYSICIAN

STN: ERA

PRINCIPAL DIAGNOSIS

COMPLICATIONS AND COMORBIDITIES

PRINCIPAL PROCEDURE & DATE

OTHER PROCEDURES & DATE

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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

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

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EMERGENCY ADMISSION ASSESSMENT

TIME TRIAGED: 1450
TIME TO TREATMENT AREA: 1455
ED BED#: 15
EXPRESS BED #:
ESI: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
Primary Physician: Seb
Height: 5'9" Weight: 165 # GCS: 15 RTS: 12 BP: 173 P 75 R 16 T 97.4 SPO2 97

BROUGHT BY:
☐ Self ☐ Relative
☐ Police ☒ Friend
☐ Other
Ambulance:

MODE OF ARRIVAL
☒ WC
☐ Stretcher
☐ Carried
☐ Walked

TREATMENT PTA
☐ Ice ☐ Elevate
☐ O2
☐ IV
☐ Med:

☒ Patient Band applied
☐ Hand Off Communication Band applied
☐ Security watch

Time of Injury:
☒ Room air ☐ O2 Pain Level: 9 - 10

Chief complaint/reason for visit: States chainsaw vs Rt arm 15 min ago @ home. c/o feeling lightheaded

Triage RN

CURRENT MEDS ☒ Denies		ALLERGIES ☒ NKA	REACTION
		Medications:	
		Food:	
		Other: ☐ Latex ☐ 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 ☐ None

Yes	Yes	Yes	Yes	Yes
☐ Autoimmune	☐ Dementia/ Alzheimer's	☐ Headaches/ migraines	☐ Pressure Ulcer	☐ Infectious diseases
☐ Asthma	☐ Endocrine	☐ Head inj past 3 months	☐ Recent exposure	☐ MRSA
☐ Back problems	☐ GI problems	☐ Hypertension	☐ Reproductive problems	☐ VRE
☐ Blood disorders	☐ GU Problems	☐ MusculoSkeletal problems	☐ Respiratory problems	☐ Chicken Pox
☐ Cancer	☐ Glaucoma	☐ Neuro problems	☐ Seizures	☐ Measles
☐ Cardiovascular	☐ HEENT problems	☐ PsychoSocial problems	☐ Skin problems	☐ Shingles
☐ CHF	☐ Heart murmur		☐ Vision problems	☐ Strep Throat
LMP:	☐ Normal ☐ Abnormal			☐ Other:
☐ Pregnant	☐ No ☐ Unsure	Grava Para Ab	FHT	

Expanded/surgical history: Lt arm surg

Implanted medical device: ☐ Pacemaker ☐ IV access ☐ Eye ☐ Knee ☐ Hip ☐ AICD ☐ Other:

TB History

☐ None Ever had a positive TB test? ☐ Yes ☒ No ☐ Self-history of TB ☐ Family history of TB ☐ Cough ☐ Fever ☐ Bloody sputum ☐ Weight loss ☐ Night sweats ☐ Loss of appetite ☐ Fatigue ☐ Recent international travel ☐ Denies signs & symptoms

Vaccine

☐ Flu Tetanus ☐ N/A ☒ Up to date ☐ >5 years ☐ Unsure Pediatric immunization ☐ Up to date ☐ No ☐ Unsure

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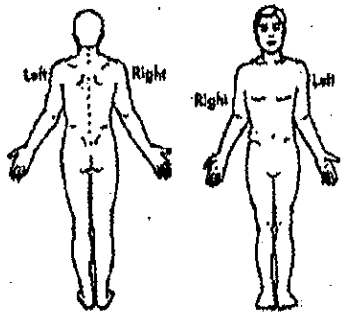
ADMISSION ASSESSMENT

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/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: ___

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

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: _____

Respiratory ☒ NA
☐ Distress ☐ None ☐ Mild
☐ Moderate ☐ Severe
☐ Stridor ☐ Nasal Flaring
☐ Retractions
☐ Productive cough: _____
☐ Unproductive cough

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: _____

(455) Pt accompanied to ED by co-worker for 9cm laceration by chainsaw to (R) forearm. Pt sent to xray (505) Pt back in ED (515) Dr Ford at bedside (522) Pt medicated as ordered (530) Wound irrigated and cleaned. Dr Ford to suture. (713) D/C instructions to pt. All questions addressed. Pt ambulated out of dept.

Associate Signature/Initials: WJ Dalton Associate Signature/Initials:_____

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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
☐ ABG		☐ PTT		☐ wound culture		☐ T Spine	
☐ Amylase		☐ RSV		☐		☐ LS Spine	
☐ Blood Culture		☐ Salicylate				☐ Ultrasound-	
☐ BMP		☐ Sputum culture				☐ CT Scan-Brain	
☐ BNP		☐ Strep				☐ CT Scan-C Spine	
☐ CBC w/diff		☐ Trichimonas				☐ CT Scan-Chest	
☐ CMPL		☐ Troponin ☐ POC		**Other/Miscellaneous**		☐ CT Scan-Chest PE	
☐ D. Dimer		☐ Tylenol		☐ O_2		☐ CT Scan-Abd/Pelvis	
☐ Digoxin Level		☐ Type & screen		☐ EKG Time Acquired		☐ MRI	
☐ ETOH		☐ Type & cross		Time Read		☐ **FAST Scan**	
☐ GC/Chlamydia		___ of units		☐ EKG Time Acquired		☐ ED Preg Ltd US	
☐ Hepatic Panel		☐ UA		Time Read		☐ ED Preg follow up US	
☐ HCG Qualitative		☐ UA/Reflex culture		**Medical Imaging**		☐ ED Pelvis Ltd US	
☐ HCG Quantitative		☐ Urine Culture		☐ Chest PA/Lat		☐ ED Abd Aorta US	
☐ Influenza Screen		☐ Urine Drug Screen		☐ Chest Port		☐ ED Doppler pelvis	
☐ Lipase		☐ Urine HCG ☐ Pos ☐ Neg ☐ POC		☐ C-Spine		☐ ED Venous Duplx Ext	
☐ MRSA		☐ Urine Dip ☐ POC		☐ X-Table		☐ ED Trauma trans echo	
☐ PT		☐ Wet prep		☐ Pelvis		☐ 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
[illegible]		1522		[illegible]	NORCO	10mg PO			[illegible]		[illegible]	4	[illegible]
[illegible]		1522			[illegible]	500mg PO			[illegible]				
					Bipuvcaine	0.25%	per Dr Ford						

☐ 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: _____ Initials: _____

RN: [illegible] Initials: [illegible] Physician: [illegible] Initials: [illegible]

RN: [illegible] Initials: [illegible] 0783 Physician: _____ Initials: _____

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EMERGENCY ADMISSION ASSESSMENT

Time	Blood pressure	Pulse	Resp	Temp	SpO2	O2	GCS E/VM	Monitor	Intake	Output
							/ \			
							/ \			
							/ \			
							/ \			
							/ \			
							/ \			
							/ \			
	Orthostatic Lying:_____ Sitting:_____ Standing:_____									

Treatments/Procedures:

☐ O_2 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
X ☐ 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: ☐ WC ☒ 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: 4 WD 06/10 @ 1713
Discharge Vital Signs:
Discharge Summary
RN: Rebecca Rolfs Initials: WDD
Tech:_____ Initials: RR0620

☐ 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)

RN:_____ Initials:_____

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06

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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
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)
(loss feeling) / power arms / legs
headache / neck pain
double vision / hearing loss
nausea / vomiting

trouble breathing / chest pain
loss of bladder function
recent fever / illness
other injuries
☐ all systems neg except as marked

SOCIAL HX smoker +
recent ETOH —
lives at home +
drug use / abuse —
lives alone
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
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

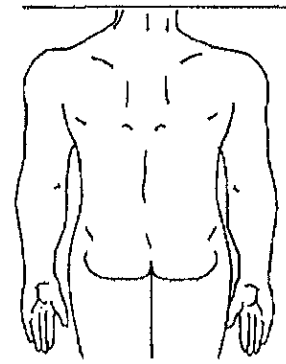
HAND
✓ nml inspection
✓ non-tender
__see diagram
__tenderness soft-tissue / bony
__swelling / ecchymosis
__deformity

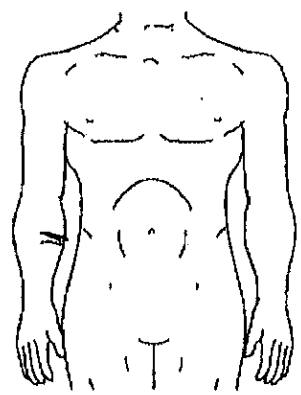
WRIST
✓ nml inspection
✓ non-tender
✓ nml ROM*
__see diagram
__tenderness soft-tissue / bony
__tenderness in anatomical snuff box
__wrist pain on axial thumb load
__swelling / ecchymosis
__limited ROM
__deformity

FOREARM / ELBOW
__nml inspection
__non-tender
✓ nml ROM*
✓ see diagram
__tenderness soft-tissue / bony
__swelling / ecchymosis
__limited ROM
__deformity (−)

ARM / SHOULDER
✓ nml inspection
✓ non-tender
✓ nml ROM*
__see diagram
__tenderness soft-tissue / bony
__swelling / ecchymosis
__limited ROM
__deformity

SCM LACERATION (R) FOREARM BELLY





T=Tenderness PtT=Point Tenderness S=Swelling E=Ecchymosis B=Burn C=Contusion
L=Laceration A=Abrasion M=Muscle spasm PW=Puncture Wound
(Ø = without m=mild mod=moderate sv=severe)
Example- Tsv = Tenderness on palpation (severe)

NEURO / VASC / TENDON
✓ sensation intact
✓ motor intact
✓ no vascular compromise
✓ tendon function normal
__sensory / motor deficit
__pallor / cool skin / abnml cap refill
__pulse deficit radial ulnar
__deficit in tendon function

NUMBNESS @ 5TH MCBR

3EDTSN / Rev. 08 / 07

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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

CVS __tachycardia / bradycardia
__heart sounds nml

GI (ABDOMEN) __tenderness / guarding
__non-tender
__no organomegaly
__nml bowel snds*

XRAYS ☐ Interp. by me ☐ Reviewed by me ☐ Discsd 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

PROCEDURES

Wound Description / Repair
length 8cm mm 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: SURGICLENS TOWL
Betadine / scrub
irrigated / washed w/ saline 1L NACL 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 / steri-strips*
SKIN- #11 4-0 nylon / prolene / 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 *Velcro 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*

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.

[signature] 9025 :
Physician Signature *RTI #* *turned care over at*

Physician Signature *RTI #* *assumed care at*

Underline *Indicates organ system*
* *equivalent or minimum required for organ system exam*

☐ Template Complete ☐ Additional T-Sheet

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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]

1117900323
DULBERG, PAUL R
M 41Y
06/28/2011 B 0000109381

☐ 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 _____

☐ LIMITED WORK WITH
☐ NO WORK WITH

☐ Right	☐ Left
☐ Hand	☐ Hand
☐ Arm	☐ Arm
☐ Foot	☐ Foot
☐ Leg	☐ 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): [signature]

PRINTED BY: SJS0422
DATE 12/08/2011

ED 102 NIMC/MMC

EMCARE, INC

MEDICAL RECORDS COPY

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, Zydone, 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 herbals) 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.

Centegra Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050
(815) 344-5000

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 herbals) 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, over stimulated (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 medicaton.
- 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

PAUL DULBERG or Responsible Person

PAUL DULBERG or Responsible Person has received this information and tells me that all questions have been answered.

WJD0610

RN Staff Signature

Pain 4
Time 1713.

PRINTED BY: SJS0422
DATE 12/08/2011

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, 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?

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PRINTED BY: SJS0422
DATE 12/08/2011
Patient Name, PAUL R
Account Number, B1117900323

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

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PRINTED BY: SJS0422
DATE 12/08/2011
Patient Name, PAUL R
Account Number, B1117900323

CentegraHealthSystem

1117900326
WELTER, KAITLYN D
F 10Y 11/28/2000
08/28/2011 B 0000297787

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"

Patient/ Authorized Person | Relationship: Mother | Date: 6/28/11

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)

PRINTED BY: SJS0422

1117900326
WELTER, KAITLYN D
F 10Y 11/28/2000
06/28/2011 B 0000297787

CentegraHealthSystem

☒ 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.

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.

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.

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

CentegraHealthSystem

☑ CH - M ☐ CH - W

☐ Other (Specify) _____

1117900323
DULBERG, PAUL R
M 41Y
06/28/2011 B 0000109381

GENERAL CONSENT AND ACKNOWLEDGMENT

Account Number/Effective Date: _____ _____

_____ _____

CONSENT FOR MEDICAL TREATMENT

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VV
Initials

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VV
Initials

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VV
Initials

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PRINTED BY: SJS0422

DATE 12/08/2011

CentegraHealthSystem

1117900923
DULBERG, PAUL R
M 41Y
06/28/2011 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.

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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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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: _____

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INPATIENTS ONLY:

TRICARE (Military) Insurance PATIENTS ____Yes, I have received TRICARE "Important Message"

Verbal Per PT — Patient/ Authorized Person — Relationship — Date 6/28/11

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)

PRINTED BY: SJS0422

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.

131409-071117900323 3-05
#BWNJFDB
#00000MNI11606478#
PAUL R DULBERG
4606 HAYDEN CT
MCHENRY IL 60051-7918

Pay your bill securely online anytime at 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	$809.00						$809.00
		THIS STATEMENT MAY NOT REFLECT ANY PAYMENTS YOU MADE AT TIME OF SERVICE.							
		TOTALS:	$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.

91384-01-9426 **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

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
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.

☐ If your address has changed, check this box. and complete the reverse side of this form

13140907111790032330013460000000000000006

STATEMENT

0001

McHenry Radiologists Imaging Associates
P.O. Box 220
McHenry IL 60051-0220

CHECK CREDIT CARD USING FOR PAYMENT AND FILL OUT BELOW.

☐ MasterCard ☐ VISA

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

Office Hours: 9:00am - 4:00pm, Monday - Friday
Phone: 815/759-0800 IRS# 36-3907435

Pay online at **www.ePayitOnline.com**
CodeID: **MCHENRY5** Access #: **2038252-1-63**
Guarantor: PAUL R DULBERG
Invoice #: 833112

01518

Paul R Dulberg
4606 Hayden Court
McHenry IL 60051-7918

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
		CHARGES FOR PATIENT: PAUL DULBERG (235130-QMRIG)	
06/28/11	73090-26	X-RAY EXAM OF FOREARM	$50.00
		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	

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

MCHENRY5-0280287-0000000-2038252-001-000063-#007210-0001

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 Per 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
~~7/9/10~~ 7/8/11

Received of Paul Dulberg

Eighty Dollars

ON ACCOUNT OF office visit removal of sutures

$ 80.00 Per 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 Dalberg

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 Dalberg

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 Duelberg

One Hundred Dollars

ON ACCOUNT OF Office visit 80 medication 20.00

$ 100.00 Per 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 Duelberg

Ninety Dollars

ON ACCOUNT OF Office visit 80 medication 10.00

$ 90.00 Per Frank W Sek MD

TELEPHONE (815) 385-0164 physician ID 359 14 1379

FRANK W. SEK, M. D.
4606 W. ELM ST.
McHENRY, IL 60050

date of service
8/6/12

Received of Paul Ahlberg

Eighty _____ Dollars

ON ACCOUNT OF office visit

$ 80.00 Frank W Sek MD

Chart #18062 SSN# ASSOCIATED NEUROLOGY SC
DULBERG, PAUL DOB [redacted] 1900 HOLLISTER DRIVE
4606 HAYDEN COURT SUITE 250
From 07/01/11
MCHENRY, IL 60051-7918 To 04/04/13 LIBERTYVILLE, IL 60048-5249
Home- [redacted] Office-(815 Practice-(847) 549-0055

T	Date	Code	Prov	Chg Amount	R	IB	Balance	Fam.Bal	Ins.Bal	Carr
	Check #	Procedure Description		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	

Chart #18062
DULBERG, PAUL
4606 HAYDEN COURT
MCHENRY, IL 60051-7918
Home- [redacted]

SSN#
DOB ([redacted]
From 07/01/11
To 04/04/13
Office-(815

ASSOCIATED NEUROLOGY SC
1900 HOLLISTER DRIVE
SUITE 250
LIBERTYVILLE, IL 60048-5249
Practice-(847) 549-0055

T	Date / Check #	Code / Procedure Description	Prov	Chg Amount / Pay/Cr	R	IB	Balance	Fam.Bal	Ins.Bal	Carr / PaySrc
P	09-12-12 1935	OPMEDLEG	KFL	-20.00	N					PATNT
P	09-12-12 1955	OPMEDLEG	KFL	-18.37	N					PATNT
		SUBPOENA FEE								
C	11-21-12	99075 17	KFL	67.86	N	NN	0.00	0.00	0.00	
P	11-21-12 00668054	OPMEDLEG	KFL	-67.86	N					PATNT
		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

031037 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

☐ MASTERCARD ☐ VISA ☐ DISCOVER

CARD NUMBER	AMOUNT
SIGNATURE	EXP. DATE

STATEMENT DATE	PAY THIS AMOUNT	ACCT. #
08/31/13	2420.00	19316

SHOW AMOUNT PAID HERE $

ADDRESSEE:

PAUL DULBERG
4606 HAYDEN COURT

MCHENRY, IL 60051-7918

10Z002376
POCKET 2

REMIT TO:

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 <*> 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

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

1900 HOLLISTER DRIVE, SUITE 250, LIBERTYVILLE, IL 60048
PHONE (847) 549-0055 • FAX (847) 549-0404

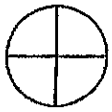
DATE: 7-28-2011 **ASSOCIATED NEUROLOGY, S.C.**

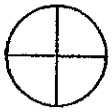
NAME Dulberg, Paul ☑ M ☐ F ☐ R ☐ L HANDED

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 ☐

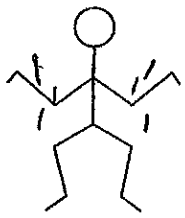
- ☐ FNF
- ☐ HKS

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: Dalberg, 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.*

- ☒ Headaches
- ☐ Dizzy or ☐ Fainting Spells
- ☐ Decreased Hearing
- ☐ Ringing in Ear
- ☐ Failing Vision ☐ Eye Pain
- ☐ Double or ☐ Blurred Vision
- ☐ Hoarseness
- ☐ Difficulty Swallowing
- ☐ Convulsions/Seizures
- ☐ Stroke ☐ Head Injury
- ☐ Tremor/Hands Shaking
- ☒ Muscle Weakness
- ☒ Numbness/Tingling Sensations
- ☐ Back Pain
- ☐ Foot Pain ☐ Cold Numb Feet
- ☐ Difficulty Sleeping
- ☐ Memory Loss ☐ Phobias
- ☐ Difficulty Walking
- ☐ Difficulty Speaking
- ☐ Imbalance
- ☒ Neck Pain ☐ Facial Pain
- ☐ Meningitis/Encephalitis
- ☐ Weight Loss or ☐ Gain
- ☐ Unusual Fatigue/Loss of Energy
- ☐ Frequent Ear Infections
- ☐ Glaucoma ☐ Cataracts
- ☐ Frequent Nosebleeds
- ☐ Sinus Pain ☐ Sore Throat
- ☐ Teeth/Gum Pain/Bleeding
- ☐ Chronic Cough
- ☐ Hay Fever/Allergies
- ☐ Pneumonia/Pleurisy
- ☐ Bronchitis/Emphysema
- ☐ Asthma/Wheezing
- ☐ Shortness of Breath:
  - ☐ On Exertion ☐ Lying Flat
- ☐ Chest Pain or Tightness
- ☐ High Blood Pressure
- ☐ Heart Murmur
- ☐ Irregular Pulse ☐ Palpitations
- ☐ High Cholesterol/Fat
- ☐ Swollen Ankles ☐ Blood Clots
- ☐ Calf Pain When Walking
- ☐ Varicose Veins/Phlebitis
- ☐ Loss of Appetite (recent)
- ☐ Indigestion/Heartburn
- ☐ Persistent Nausea/Vomiting
- ☐ Peptic Ulcer/Abdominal Pain
- ☐ Gall Bladder Trouble
- ☐ Jaundice/Hepatitis
- ☐ Change in Bowel Habits
- ☒ Diarrhea ☒ Constipation
- ☐ Bowel Polyps ☐ Crohn's/Colitis
- Stools: ☐ Bloody ☐ Black ☐ Pale
- ☐ Hemorrhoids ☐ Hernia
- ☐ Urine Infections (frequent)
- Urination: ☐ Overnight > twice
  - ☐ Painful ☐ Bloody ☐ No Control
  - ☐ D e in Force/Flow
- ☐ Kidn ies
- ☐ Venereal Disease/Genital Warts
- ☐ Urethral Discharge
- ☐ Anemia ☐ Bruise Easily
- ☐ Cancer (Type) _____
- ☐ Diabetes ☐ Excessive Thirst
- ☐ Thyroid Disease
- ☐ Arthritis/Rheumatism
- ☐ Bone Fracture/Joint Injury
- ☐ Gout ☐ Osteoporosis
- ☐ Rashes ☐ Hives
- ☐ Eczema ☐ Psoriasis
- ☐ Nervousness ☐ Depression
- ☐ Moodiness ☐ Excessive Stress
- ☐ Mental Illness
- ☐ Chicken Pox ☐ Polio ☐ Mumps
- ☐ Measles ☐ German Measles
- ☐ Lyme Disease
- ☐ Rheumatic Fever ☐ Scarlet Fever
- ☐ Tuberculosis
- ☐ Herpes ☐ AIDS (HIV)
- ☐ Contact w/Blood or Body Fluids
- ☐ Blood Transfusions
- ☐ Sexual Problems

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	YEAR	ILLNESS OR OPERATION
	Left Arm Ulnar Nerve Trans				

MEDICATIONS *List all that you take include those you buy without a prescription.*

Naproxin

DRUG ALLERGIES

None

FAMILY HISTORY *If any blood relative has suffered any of the following, please check below and indicate which relative.*

- ☐ Epilepsy (Seizures)
- ☐ Migraine Headaches
- ☐ Stroke
- ☐ Other Neurologic Disease
- ☐ Mental Illness
- ☐ Glaucoma
- ☐ Diabetes
- ☐ Thyroid Goiter
- ☐ Hay Fever
- ☐ Asthma
- ☐ Anemia
- ☐ Bleeds Easily
- ☐ Clotting Disorder
- ☐ Arthritis
- ☐ Heart Disease
- ☐ High Blood Pressure
- ☐ High Cholesterol
- ☐ Alcoholism
- ☐ Genetic Disease
- ☐ Cancer (Type) _____

HABITS

Cigarettes: 1 Packs/Day for 20 Years Alcohol: 1/2 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.

- ☐ Angiogram _____
- ☐ CT Scan of Head _____
- ☐ CT Scan of Neck _____
- ☐ CT Scan of Lower Back _____
- ☐ MRI Scan of Head _____
- ☐ MRI Scan of Neck _____
- ☐ MRI Scan of Lower Back _____
- ☐ Neck X-Rays _____
- ☐ Lumbar Puncture (Spinal Tap) _____
- ☐ EEG (Brain Wave) _____
- ☐ EMG _____
- ☐ Myelogram _____

H:S HARKEY BUSINESS SOLUTIONS, INC. 630/295-9232

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 mm	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 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
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 µV	Wrist-Digit II (index finger)	2.3 ms	130 mm	57 m/s
Ulnar.R							
Digit V (little fing	2.0 ms	2.6 ms	28 µV	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.

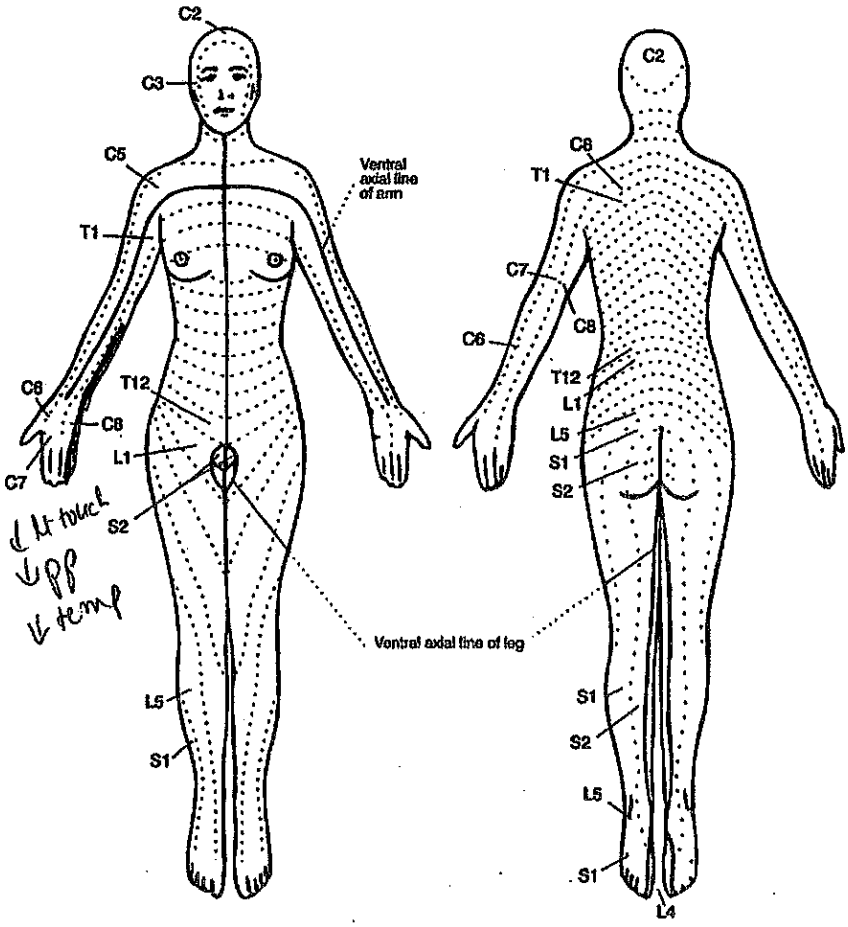
Conclusions: No electrophysiologic evidence of diffuse neuropathy.

Karen F. Levin, M.D.

1900 HOLLISTER DRIVE, SUITE 250, LIBERTYVILLE, IL 60048
PHONE (847) 549-0055 • FAX (847) 549-0404

Feb 27 2012 10:14AM ASSOCIATEDNEUROLOGY 8475490404 p.3

DEEP PAIN	TEMP.	VIBRATION	JOINT	SUP. TOUCH	DBL. SM. STM.	2 - POINT	STEREOGNOSIS	GRAPHESTHESIA	☐ R SENSATION L ☐	DEEP PAIN	TEMP	VIBRATION	JOINT	SUP. TOUCH	DBL. SM. STM.	2 - POINT	STEREOGNOSIS	GRAPHESTHESIA
									HEAD									
									UPPER EXTREMITIES									
									THORAX									
									ABDOMEN									
									LOWER EXTREMITIES									
									SADDLE GENITALIA									



INSP.	BULK	STRENGTH	TONE	☐ R MUSCLES L ☐	INSP.	BULK	STRENGTH	TONE
				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 bilateral sensory neuropathy
with ↓ CM6. also may need to see
hand surgeon

CONTINUATION

NAME Dulberg, Paul

ADDRESS DATE

8-10-11 here for NCV's → normal.
This is branch nerve injury
main median & ulnar nerves are nl.
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 in spots down the
ulnar side of arm & hand
if he bends his little finger in it
aggravates the pain & sits it off all day.
He is filing for disability for disc disease
& wanted to make sure this isn't
related to that

Exam: ↓ strength ~~entire~~ in (R) fifth digit abduction
normal adduction
c flexion of 5th 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
Fu p MRI. 15 min spent c̄ pt

ITEM 07-0576231/6290

ASS· ·IATED 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

(847) 546-3600

Patient Name: Paul Dulberg

D.O.B.: [redacted] SS#

Phone #: Home: [redacted] Work:

Send additional copy of report to: 729-5

Diagnosis s/p trauma R/o neuroma or nerve or tendon disruption

☐ MRI
- ☐ Brain
- ☐ C-Spine
- ☐ T-Spine
- ☐ LS-Spine
- ☐ With Contrast
- ☐ Without Contrast
- ☐ anesthesiology administer sedation is medically necessary because of

☐ MRA
- ☐ Intracranial
- ☐ Extracranial

☒ MRI upper ext. (R) non joint c̄ & s̄ gad

☐ 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

Faxed mdm

CONTINUATION

NAME Dulberg, Paul

ADDRESS DATE

2-13-12 here for results MRI ⊙.

I do not know why pt has continued symptoms not sure why when he bends his little fingers things get worse c̄ pain in entire arm

I suggested getting a 3rd opinion c̄ Dr. Scott Sagerman

10 min spent c̄ pt.

5/4/12 Per release records forwarded to Thomas Popovich PC (Hans Mast, 3416 W Elm Street McHenry IL 60050 (ok)

5-16-12 here for FU. I spoke c̄ Dr. Sagerman & he would like pt on neuropathic pain med,

Mr. Dulberg doesn't think the strength is improving. He also isn't sure the pain is that bad. It only lasts a few seconds.

Doing PT anything of smaller caliber brings the pain on right @ the scar site wearing wrist splint @ night helps

Will add Gabapentin for the 300mg QHS for 1 week then BID

Call 2 wks or sooner if side effects

6/1/12 PC from pt - he did some gardening work 2d ago and now his SXS are ↑ing. Per KFL - ↑ gabapentin to 600mg bid. Pt notified mdm

6/11/12 PC from pt - he is still noticing freq. twinges of pain / discomfort from the nerve when he uses the arm. Per KFL - ↑ to 600mg 1½ bid and call eff in 2 wks if needed. — mdm

Pt notified.

#80330

Associated Neurology, S.C.

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
Median.R						
Wrist	3.9 ms	5.4 mV				
Elbow	8.3 ms	3.1 mV	Wrist-Elbow	4.4 ms	240 mm	55 m/s
Ulnar.R						
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
Median.R							
Digit II (index finger)	2.4 ms	3.2 ms	23 µV	Wrist-Digit II (index finger)	2.4 ms	130 mm	53 m/s
Ulnar.R							
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 and Volitional Activity					
	Fibs	+Waves	Fasics	Poly	Amp	Dur
Flexor carpi radialis.R	None	None	None	None	Normal	Normal
Flexor carpi ulnaris.R	None	None	None	None	Normal	Normal
Extensor indicis proprius.R	None	None	None	None	Normal	Normal
1st dorsal interosseous.R	None	None	None	None	Normal	Normal
Abductor digiti minimi (manus).R	None	None	None	None	Normal	Normal
Abductor pollicis brevis.R	None	None	None	None	Normal	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, M.D.

1900 HOLLISTER DRIVE, SUITE 230, LIBERTYVILLE, IL 60048
PHONE (847) 549-0055 ; FAX (847) 549-0404

CONTINUATION

NAME Dulberg, Paul

ADDRESS

DATE

7/25/12 DOS 5/16/12 faxed to Attny Popovich, attn- Alarie (cf)

9/12/12 Per subpoena records forwarded to Cicero France Barch + Alexander, 6323 E Riverside Blvd, Rockford IL 61114 (cf)

11/21/12 Per release, records forwarded to Compex Legal Services 325 Maple Avenue Torrence CA 90503 (cf)

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 driving + never any LOC, and not sure if it is poss a panic attack. Pt not sure where to go c̄ this. Will discuss c̄ MSG (DR on call) MDM

1/23/13 Per MSG make appt c̄ KFL. Pt notified appt. made MDM

2-4-13 here for FU. He had been on Fluxotine & abruptly stopped it for 2 weeks & above spells got better. None since back on med.

(R) arm had surgery c̄ Dr Sayerman 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 (L) "tennis elbow".
also now getting headache 6-7/year for many years. Frequency slightly worse. Intensity same (+) photo (+) sono. (-) SS
(+) head injury in his twenties - assaulted in back of head. (+) LOC then mother (+) MA

Uses hydrocodone. Never been on triptans. Lasts entire day when he gets them.
Also gets occasional HA's in

ITEM 07-0576231/8290

Date Printed: 06/21/2012
Time Printed: 07:59:26

MIDAMERICA ORTHOPAEDICS
75 REMITTANCE DR STE 6035
CHICAGO IL 60675
Tax Id#: 263727319

Group#: MAO

Inv#	Servdate	Rp	Dept	Dr	Fac	Ref	Proc	Mi	Mz	Desc	Diag 1	Ins/Comment		Amount	Resp Bal	Ins Bal
Patient#: 1002454 DULBERG, PAUL R.																
1	12/02/11	1		MGT	LIMP		99203			OFFICE OUTPT	906.1	AHOI Y	2	230.00	.00	230.00
2	01/06/12	1		MGT	LIMP	735	99213			OFFICE OUTPT	906.1	AHOI Y	1	160.00	.00	160.00

1) Group# MAO MIDAMERICA ORTHOPAEDICS

--> Resp Charges :	.00	Pays :	.00	Adjs :	.00	Bal Due :	.00
--> Ins Charges :	390.00	Pays :	.00	Adjs :	.00	Bal Due :	390.00
--> Charges :	390.00	Pays :	.00	Adjs :	.00	Bal Due :	390.00

Grand Totals :

--> Resp Charges :	.00	Pays :	.00	Adjs :	.00	Bal Due :	.00
--> Ins 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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MidAmerica
Hand to Shoulder Clinic

OAKBROOK TERRACE	LOCKPORT	PALOS HEIGHTS	LIBERTYVILLE	SCHAUMBURG
1 TransAm Plaza Drive, Ste. 460	16610 W. 159th St. Ste. 103	10330 S. Roberts Road	1419 Peterson Road	1990 East Algonquin Rd. Ste. 200
Oakbrook Terrace, IL 60181	Lockport, IL 60441	Palos Hills, IL 60465	Libertyville, IL 60048	Schaumburg, IL 60173
P 630.317.7007	P 708.237.7200	P 708.237.7200	P 847.247.0547	P 847.303.5790
F 630.317.7088	F 708.237.7201	F 708.237.7201	F 847.247.0540	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.

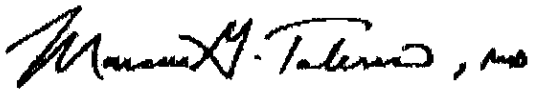
ASSESSMENT:

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.

Referred by: Dr. Karen Levin
Primary Care Physician: Dr. Sek
Other: n/a

Fax Created: Dated 12/5/2011 5:13:03 PM Referring Physician MG

MidAmerica
Hand to Shoulder Clinic

OAKBROOK TERRACE	LOCKPORT	PALOS HEIGHTS	LIBERTYVILLE	SCHAUMBURG
1 TransAm Plaza Drive, Ste. 460	16610 W. 159th St, Ste. 103	10330 S. Roberts Road	1419 Peterson Road	1990 East Algonquin Rd. Ste. 200
Oakbrook Terrace, IL 60181	Lockport, IL 60441	Palos Hills, IL 60465	Libertyville, IL 60048	Schaumburg, IL 60173
P 630.317.7007	P 708.237.7200	P 708.237.7200	P 847.247.0547	P 847.303.5790
F 630.317.7088	F 708.237.7201	F 708.237.7201	F 847.247.0540	F 847.303.5795

PATIENT: Dulberg, Paul R **AGE:** 41 years old **EXAM DATE:** 01/06/12
HOME: 4646 Aden Court
Mchenry, IL 60051
PID: 1002454

CHIEF COMPLAINT: Right forearm pain.

Nurse's Notes: Patient doesn't feel occupation therapy is helping. He complaints 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.

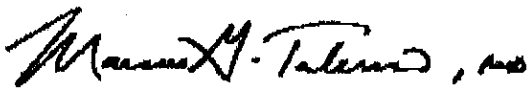
Report Date: June 21, 2012 **Patient:** Dulberg, Paul R **DOS:** 01/06/12

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.

Referred by: Dr. Karen Levin
Other: Hans Mast(Attorney)

Fax Created - Dated 1/9/2012 1:25:12 PM
Fax Created - Dated 1/10/2012 3:13:28 PM

DYNAMIC HAND THERAPY

Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr Telerico Date: 2/6/12

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: 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 @ scar

See flow sheet for: * Cont Wartenberg's sign SF

☐ Edema: _____

☑ Sensation: 6.65 (Deep pressure sensation) ulnar hand, Diminished protective sensation ulnar forearm.

☑ ROM: ↑'d elbow extension, pro/sup, wrist ext and UD noted

☑ Strength: ↓'d grasp x 12# since previous eval, decreased pinch noted since initial visit

Treatment summary to date: Focus of Ex has been scar control, desensitization, stretching, place; hold, TGE/isolated FDS, composite stretching

Assessment/therapist impression: Pt presents c̄ 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 ~~sth~~ 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 - his 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 fired.

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: _____

Therapist Signature

Physician's Signature date 2/8/12

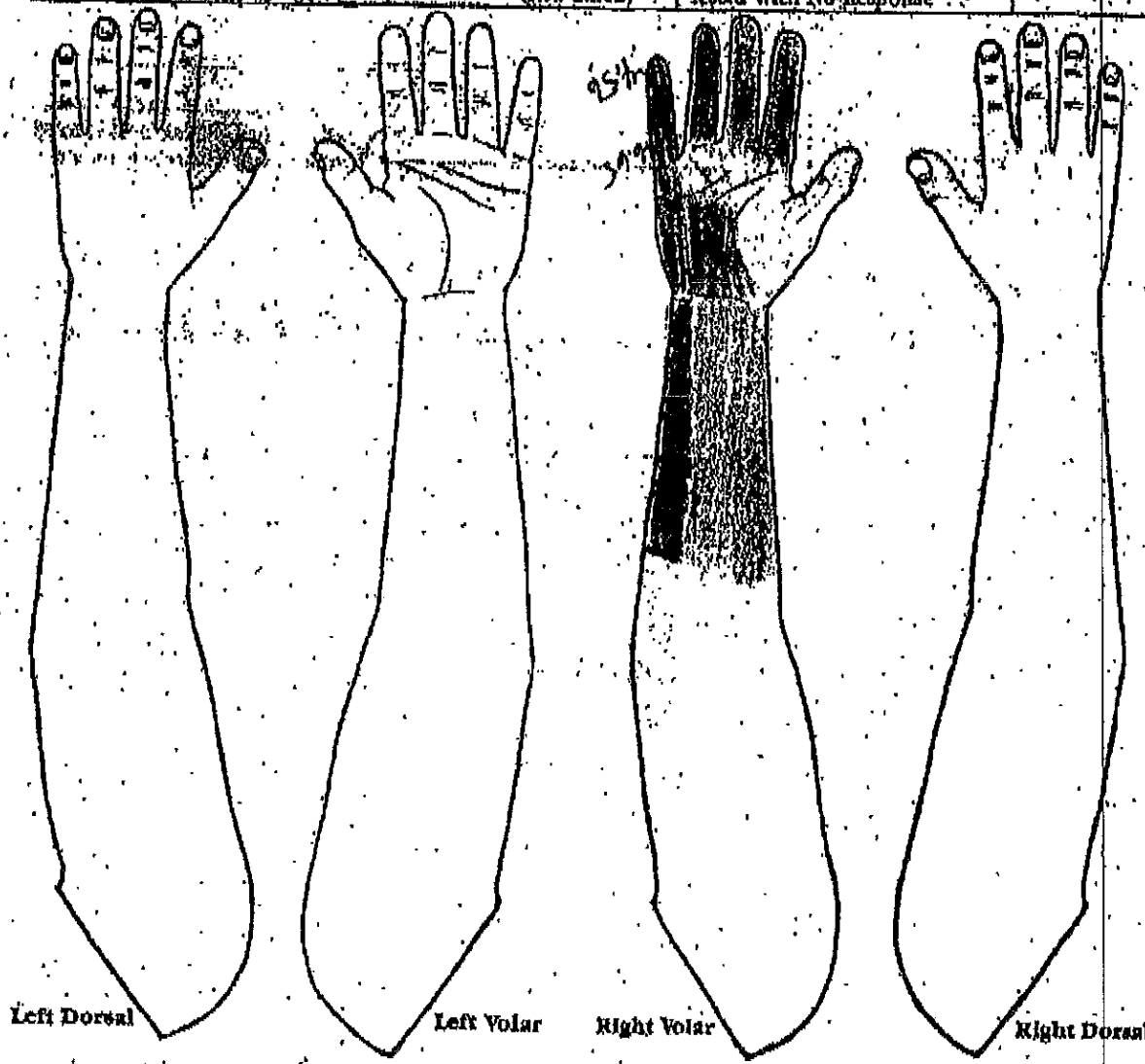
PLEASE FAX BACK TO: 847-587-3346

FAXED
FEB - 9 2012

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	



Tested by: [signature]

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Revised November 198[illegible]

Dynamic Hand Therapy -- Active Range of Motion **Patient Name:** [redacted] Dillberg

	(L)	(R)	(R)	(R)					
Exam Date	12/6/11	1-5-12	2/6/12						
Shoulder									
Flexion									
Extension									
Abduction									
External Rotation									
Internal Rotation									
Elbow & Forearm									
Flexion 140	134	140	140						
Extension 0	-3	-15	5						
Pronation 75	65	65	70						
Supination 75+	65	85	75+						
Wrist									
Flexion 80	75+	80	80						
Extension 75+	55	60	65						
Radial Deviation 25	20+	15	15						
Ulnar Deviation 45	30+	25	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	LWS	LWS	DW						

Dynamic Hand Therapy Edema Flow Sheet

Patient Name: Paul DeBerg

	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	Diff.	Involved L R	Diff.	Involved L R	Diff.	Involved L R	Diff.	Involved L R	Diff.
wrist flexion crease	16.7	16.7	=										
mid-metacarpals	23.1	23.1	=										
metacarpals	20.8	21.5	+.7										
Thumb													
MP													
P1	7.4	7.7	+.3										
IP													
P2													
Index Finger													
P1	7.3	7.1	-.2										
PIP													
P2													
DIP													
P3													
Middle Finger													
P1	6.8	6.8	=										
PIP													
P2													
DIP													
P3													
Ring Finger													
P1	6.5	6.0	-.1										
PIP													
P2													
DIP													
P3													
Small Finger													
P1	6.0	6.1	+.1										
PIP													
P2													
DIP													
P3													
Volumetric (ml)													
Trial 1													
Trial 2													
Trial 3													
Average													
Therapists Initials	HW	CW											

FEB-08-2012 WED 03:29 PM

NOV. 0. 2012 1:20PM NO. 1110 P. 11/70

DYNAMIC HAND THERAPY

Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr. Fabrics 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: 12-6-11

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 tremors

Continued difficulties: writing, using mouse, pouring coffee, manipulating small objects, bearing wt through palm

OBJECTIVE:

Wound/Scar: Minimal hypertrophy with a lump increasing in size on ulnar side

See flow sheet for:

☑ Edema: Moderate edema across MCP jts

☐ Sensation: TBA next visit due to time constraints

☑ ROM: Elbow ✓ ↑'d 6°, wrist ✓ ↑'d 5° wrist / ↑'d 5°

☑ Strength: (R) grip ↑'d 17# (R) = 89% of (L)

Treatment summary to date: MHP, US, scar mob. STM, Prem elbow, wrist & digits, Arom of same, intrinsic exercises, forearm strengthening

Assessment/therapist impression: Pt shows improvements in Arom but functional improvement limited due to ↑ in tremors

Goals: STG's met: ☑ yes (1) (2) ☑ no. (3) ↑ pronation 5° LTG's met: ☐ yes ☐ no

Revised functional goals: 4 wks

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 or 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 Dubberg

Skilled therapy needed for: ☑ progression of exercise ☑ continued need for manual therapy

☐ other: Scar mob, STM, PROM 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 herein established and will be reviewed every 30 days.

Additional requests/concerns:

[signature] OTL
Therapist Signature

[signature]
Physician's Signature date 1/6/12

PLEASE FAX BACK TO: 847-587-3346

FAXED
JAN 6 2012

Dynamic Hand Therapy -- Active Range of Motion Patient Name: Sue Dillberg

	(L)	(R)	(R)						
Exam Date	12/6/11	1-5-12							
Shoulder									
Flexion									
Extension									
Abduction									
External Rotation									
Internal Rotation									
Elbow & Forearm									
Flexion 140	134	140							
Extension 0	-3	-15							
Pronation 75	65	65							
Supination 75+	65	85							
Wrist									
Flexion 80	75+	80							
Extension 75+	55	60							
Radial Deviation 25	20+	15							
Ulnar Deviation 45	30+	25							
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	MPS	MPS	NW						

Dynamic Hand Therapy Edema Flow Sheet

Patient Name: Paul Rehberg

	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	Diff.	Involved L R	Diff.	Involved L R	Diff.	Involved L R	Diff.	Involved L R	Diff.
wrist flexion crease	16.7	16.7	=										
mid-metacarpals	23.1	23.1	=										
metacarpals	20.8	23.5	2.7										
Thumb													
MP													
P1	7.4	7.7	0.3										
IP													
P2													
Index Finger													
P1	7.3	7.1	0.2										
PIP													
P2													
DIP													
P3													
Middle Finger													
P1	6.8	6.8	=										
PIP													
P2													
DIP													
P3													
Ring Finger													
P1	6.5	6.6	0.1										
PIP													
P2													
DIP													
P3													
Small Finger													
P1	6.0	6.1	0.1										
PIP													
P2													
DIP													
P3													
Volumetric (ml)													
Trial 1													
Trial 2													
Trial 3													
Average													
Therapists Initials	MW	MW											

Nov. 8. 2012 1:29PM
JAN-05-2012 THU 02:45 PM
No. 3113 P. 15/20
P. 005

Dynamic Hand Therapy Grip/Pinch Strength Flow Sheet

Patient Name: Paul Dilberg

Exam Date	12/6/11	12/6/11	1/5/12		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					1'd 17# 89#					
Intrinsics 1st position										
2nd position										
3rd position										
4th position										
Extrinsics 5th position										
Rapid Alternation Test										
Pinch Strength					Pinch-o-meter broken					
3-pt (3-jaw chuck)	26	29	previous Ulnar nerve transposition left wrist							
2-pt (pad)	20	18								
Lateral Key	28	26								
Examiners Initials	MPS	MPS			NW	NW				

JAN-05-2012 THU 02:40 PM

Nov. 8. 2012 1:30PM

No. 3113 P. 16/20

DYNAMIC HAND THERAPY
Initial Evaluation

Name: Paul 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 transposition - 4-5 years ago; DJD C3-7

Occupation: Graphic Design Hand Dominance (R) L

Precautions: _____

SUBJECTIVE:
Pain: 1-2 / 10 at rest / best 8 /10 with activity / at worst

Details: Pain ↑'d w/night - wakes him w/ night, ↑'d c̄ activity; Pain occurs where scar seems adhered to ulnar boarder of ulna

OBJECTIVE:
Wound/Scar: Healed well; mild hypertrophy noted; mild adherence to muscular hole

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 & 3pt pinch

Flexibility: *Intrinsics/Extrinsics:* Tight extrinsics and intrinsics

Function/ADL's: Prior level of function: (I) c̄ RUE

Current level of function: Difficulty hammering, writing, mousing (work involves typing/mo 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 4/5 FDS RF 4+/5 c̄ pain

dynamic HAND THERAPY

MAKE CHECKS PAYABLE TO:

Dynamic Hand Therapy - Fox Lake
498 South Route 12 Suite C
Fox Lake, IL. 600201908
(847) 587-3301

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

Paul Dulberg
4606 Hayden Court
Mchenry, IL. 60050

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
Total			**187.00**	**0.00**	**-70.00**	**0.00**	**0.00**	**117.00**	**117.00**
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
Total			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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

COMMENTS

TOTAL ACCOUNT BALANCE: 24604.00
INSURANCE PENDING: 0.00
PATIENT BALANCE: 24604.00<-- Amt. Due

DATE OF SERVICE	CPT	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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**328.00**	**0.00**	**0.00**	**0.00**	**0.00**	**328.00**	**328.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**

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
Total			**220.00**	**0.00**	**0.00**	**0.00**	**0.00**	**220.00**	**220.00**
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
Total			**317.00**	**0.00**	**0.00**	**0.00**	**0.00**	**317.00**	**317.00**
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
Total			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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
Total			**870.00**	**0.00**	**0.00**	**-435.00**	**0.00**	**435.00**	**435.00**
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
Total			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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
Total			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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
Total			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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	CPT	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			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**345.00**	**0.00**	**0.00**	**0.00**	**0.00**	**345.00**	**345.00**
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			**407.00**	**0.00**	**0.00**	**0.00**	**0.00**	**407.00**	**407.00**
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			**435.00**	**0.00**	**0.00**	**0.00**	**0.00**	**435.00**	**435.00**
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			**301.00**	**0.00**	**0.00**	**0.00**	**0.00**	**301.00**	**301.00**
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			**285.00**	**0.00**	**0.00**	**0.00**	**0.00**	**285.00**	**285.00**
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			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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			**312.00**	**0.00**	**0.00**	**0.00**	**0.00**	**312.00**	**312.00**
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	CPT	DESCRIPTION	CHARGE	INSURANCE PAID	PATIENT PAID	ADJUST	INSURANCE BALANCE	PATIENT BALANCE	TOTAL BALANCE
Total			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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
Total			**113.00**	**0.00**	**0.00**	**0.00**	**0.00**	**113.00**	**113.00**
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
Total			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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
Total			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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
Total			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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
Total			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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
Total			**327.00**	**0.00**	**0.00**	**0.00**	**0.00**	**327.00**	**327.00**
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
Total			**301.00**	**0.00**	**0.00**	**0.00**	**0.00**	**301.00**	**301.00**
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
Total			**301.00**	**0.00**	**0.00**	**0.00**	**0.00**	**301.00**	**301.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**301.00**	**0.00**	**0.00**	**0.00**	**0.00**	**301.00**	**301.00**
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			**220.00**	**0.00**	**0.00**	**0.00**	**0.00**	**220.00**	**220.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**247.00**	**0.00**	**0.00**	**0.00**	**0.00**	**247.00**	**247.00**
08-23-12	97110	Therapeutic Exercise [4]	344.00	0.00	0.00	0.00	0.00	344.00	344.00
Total			**344.00**	**0.00**	**0.00**	**0.00**	**0.00**	**344.00**	**344.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**215.00**	**0.00**	**0.00**	**0.00**	**0.00**	**215.00**	**215.00**
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			**301.00**	**0.00**	**0.00**	**0.00**	**0.00**	**301.00**	**301.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**306.00**	**0.00**	**0.00**	**0.00**	**0.00**	**306.00**	**306.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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	CPT	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
Total			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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
Total			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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
Total			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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
Total			**306.00**	**0.00**	**0.00**	**0.00**	**0.00**	**306.00**	**306.00**
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
Total			**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**360.00**	**360.00**
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
Total			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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
Total			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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
Total			**274.00**	**0.00**	**0.00**	**0.00**	**0.00**	**274.00**	**274.00**
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
Total			**306.00**	**0.00**	**0.00**	**0.00**	**0.00**	**306.00**	**306.00**
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
Total			**478.00**	**0.00**	**0.00**	**0.00**	**0.00**	**478.00**	**478.00**
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
Total			**201.00**	**0.00**	**-70.00**	**-131.00**	**0.00**	**0.00**	**0.00**
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
Total			**274.00**	**0.00**	**-70.00**	**-204.00**	**0.00**	**0.00**	**0.00**
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
Total			**263.00**	**0.00**	**-70.00**	**-193.00**	**0.00**	**0.00**	**0.00**
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
Total			**134.00**	**0.00**	**-70.00**	**-64.00**	**0.00**	**0.00**	**0.00**
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
Total			**295.00**	**0.00**	**-295.00**	**0.00**	**0.00**	**0.00**	**0.00**
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
Total			**295.00**	**0.00**	**-295.00**	**0.00**	**0.00**	**0.00**	**0.00**
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
Total			**366.00**	**0.00**	**-366.00**	**0.00**	**0.00**	**0.00**	**0.00**
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
Total			**445.00**	**0.00**	**-70.00**	**-375.00**	**0.00**	**0.00**	**0.00**
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
Total			**220.00**	**0.00**	**-70.00**	**-150.00**	**0.00**	**0.00**	**0.00**
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
Total			**220.00**	**0.00**	**-38.00**	**-150.00**	**0.00**	**32.00**	**32.00**

DATE OF SERVICE	CPT	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
Total			**220.00**	**0.00**	**0.00**	**-150.00**	**0.00**	**70.00**	**70.00**
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
Total			**220.00**	**0.00**	**0.00**	**-150.00**	**0.00**	**70.00**	**70.00**
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
Total			**306.00**	**0.00**	**0.00**	**0.00**	**0.00**	**306.00**	**306.00**
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
Total			**306.00**	**0.00**	**0.00**	**0.00**	**0.00**	**306.00**	**306.00**
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
Total			**220.00**	**0.00**	**0.00**	**0.00**	**0.00**	**220.00**	**220.00**
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
Total			**220.00**	**0.00**	**0.00**	**0.00**	**0.00**	**220.00**	**220.00**
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
Total			**295.00**	**0.00**	**0.00**	**0.00**	**0.00**	**295.00**	**295.00**
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
Total			**306.00**	**0.00**	**0.00**	**0.00**	**0.00**	**306.00**	**306.00**
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
Total			**220.00**	**0.00**	**0.00**	**0.00**	**0.00**	**220.00**	**220.00**
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	CPT	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			**306.00**	**0.00**	**0.00**	**0.00**	**0.00**	**306.00**	**306.00**
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			**317.00**	**0.00**	**0.00**	**0.00**	**0.00**	**317.00**	**317.00**
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			**306.00**	**0.00**	**0.00**	**0.00**	**0.00**	**306.00**	**306.00**
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			**321.00**	**0.00**	**0.00**	**-251.00**	**0.00**	**70.00**	**70.00**
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			**295.00**	**0.00**	**0.00**	**-225.00**	**0.00**	**70.00**	**70.00**
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			**220.00**	**0.00**	**0.00**	**-150.00**	**0.00**	**70.00**	**70.00**
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			**295.00**	**0.00**	**0.00**	**-225.00**	**0.00**	**70.00**	**70.00**
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			**306.00**	**0.00**	**0.00**	**-236.00**	**0.00**	**70.00**	**70.00**
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			**295.00**	**0.00**	**0.00**	**-225.00**	**0.00**	**70.00**	**70.00**
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			**220.00**	**0.00**	**0.00**	**-150.00**	**0.00**	**70.00**	**70.00**
08-22-13	97110	Therapeutic Exercise [3]	258.00	0.00	0.00	-188.00	0.00	258.00	258.00

DATE OF SERVICE	CPT	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			**333.00**	**0.00**	**0.00**	**-263.00**	**0.00**	**70.00**	**70.00**
10-02-13	L3808	WHFO, Rigid w/o joints	445.00	0.00	0.00	-375.00	0.00	445.00	445.00
Total			**445.00**	**0.00**	**0.00**	**-375.00**	**0.00**	**70.00**	**70.00**
		Grand total	**30,190.00**		**-1,484.00**	**-4,102.00**	**0.00**	**24,604.00**	**24,604.00**

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Hand & Physical Therapy

Michelle P. Shamash, OTR/L, CHT
Clinic Director/Owner
Certified Hand Therapist
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CERTIFICATION

I, Judith Sokniewicz certify that the copies that are enclosed are all of the records that you requested for ***Paul Dulberg.***

Judith Sokniewicz

Signed by: _____ Date _____

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F 815.838.8804

PALOS HILLS
10330 S. Roberts Road
Palos Hills, IL 60465
P 708.237.7200
F 708.237.7201

LIBERTYVILLE
755 South Milwaukee Ave,
Suite 250
Libertyville, IL 60048
P 847.247.0547
F 847.247.0540

SCHAUMBURG
1990 East Algonquin Rd.
Suite 200
Schaumburg, IL 60173
P 847.303.5790
F 847.303.5795

Therapy Prescription

(X) Hand Therapy **( ) Physical Therapy**

Name of the Patient: Paul Dulberg

DOB: [redacted] Telephone: [redacted]

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
(X) AROM
( ) PROM
(X) 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
(X) At therapist's discretion
( ) Ultrasound
( ) Iontophoresis
( ) High Volt Pulsed Current
( ) NMES
( ) TENS
( ) Heat/Cold Pack
( ) Whirlpool
( ) Fluidotherapy
( ) Parrafin

Miscellaneous
(X) Home Exercise Program
( ) ADL's
( ) CPM for home use
( ) FCE
( ) Work Conditioning
( ) Work Hardening
(X) Per Therapist's discretion

Scar/Edema
( ) Edema Control
( ) Scar Control/Massage/Remodeling
(X) Desensitization
( ) Wound Care
( ) Soft Tissue Mobilization
( ) Sterile Dressing Changes
(X) 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, S.C.
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 [✓] CAN BE RESCHEDULED

DIAGNOSIS: Ulnar nerve injury CODE _____

THERAPY: ORDER FOR _____ 1-2 VISITS 4-2 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
- _____ BTE
- ✓ EDEMA CONTROL
- _____ SCAR MGMT/MOBILIZATION
- _____ DESENSITIZATION
- ✓ HOME PROGRAM
- PREVENTION

MODALITIES PRN
- _____ ULTRASOUND/PHONOPHORESIS
- _____ ELECTRICAL STIM _____
- _____ FLUIDOTHERAPY
- _____ PARAFFIN
- _____ IONTOPHORESIS _____ DEXAMETHASONE
- ✓ COLD/HOT PACKS
- _____ BIOFEEDBACK

SPLINTING: __STATIC __DYNAMIC
__ SERIAL STATIC
__ HAND BASED THUMB CMC
SPLINTS ALTERNATIVES

TO: _____

SPLINTING INSTRUCTIONS

SPECIAL THERAPY INSTRUCTIONS

WOUND CARE
_____ WHIRLPOOL
FREQUENCY _____
_____DRESSING CHANGES
TYPE _____
FREQ _____

WORK READINESS

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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515 W. Algonquin Rd., Arlington Heights, IL 60005
ALSIP, BOLINGBROOK, CHICAGO, COUNTRYSIDE, ELMHURST, GLENVIEW, OAK LAWN, VERNON HILLS

PATIENT NAME: Paul Duerig

DOI:_____ DOS:_____ [ ] MUST BE SEEN TODAY [ ] UPDATED ORDERS [✓] CAN BE RESCHEDULED 7/16

DIAGNOSIS: Carpal tunnel release / neurolysis 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
- _____ BTE
- ✓ EDEMA CONTROL
- ✓ SCAR MGMT/MOBILIZATION
- ✓ DESENSITIZATION
- _____ HOME PROGRAM
- PREVENTION

MODALITIES
- _____ ULTRASOUND/PHONOPHORESIS
- _____ ELECTRICAL STIM _____
- _____ FLUIDOTHERAPY
- _____ PARAFFIN
- _____ IONTOPHORESIS _____ DEXAMETHASONE
- _____ COLD/HOT PACKS
- _____ BIOFEEDBACK

SPLINTING: __STATIC __DYNAMIC
__ SERIAL STATIC
__ HAND BASED THUMB CMC
SPLINTS ALTERNATIVES

TO: _____

SPLINTING INSTRUCTIONS

Radial
Ulnar
Thumb

SPECIAL THERAPY INSTRUCTIONS

WOUND CARE
_____ WHIRLPOOL
FREQUENCY _____
✓ DRESSING CHANGES
TYPE daily
FREQ _____

WORK READINESS

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 [✓] 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 PRN
- ____ ULTRASOUND/PHONOPHORESIS
- ____ ELECTRICAL STIM ____
- ____ FLUIDOTHERAPY
- ____ PARAFFIN
- ____ IONTOPHORESIS ____ DEXAMETHASONE
- ____ COLD/HOT PACKS
- ____ BIOFEEDBACK

SPLINTING INSTRUCTIONS

forearm sleeve for compression

SPLINTING: __STATIC __DYNAMIC
__ SERIAL STATIC
__ HAND BASED THUMB CMC
SPLINTS ALTERNATIVES

TO: _____

SPECIAL THERAPY INSTRUCTIONS

WOUND CARE
- ____ WHIRLPOOL
- FREQUENCY ____
- ____ DRESSING CHANGES
- TYPE _____
- FREQ _____

WORK READINESS

SIGNATURE: [signature] 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: Paul 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: WE Ulnar nerve transposition 4-5 years ago; DJD C_{3-7}

Occupation: Graphic Design Hand Dominance (R) L

Precautions: _____

SUBJECTIVE:
Pain: 1-2 / 10 at rest / best 8 /10 with activity / at worst

Details: Pain ↑'d @ night - wakes him @ night, ↑'d c̄ activity; Pain occurs where scar seems adhered to ulnar boarder of ulna

OBJECTIVE:
Wound/Scar: Healed well; mild hypertrophy noted; mild adherence to musculo 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 pinch

Flexibility: *Intrinsics/Extrinsics:* Tight extrinsics and intrinsics

Function/ADL's: Prior level of function: (I) c̄ RUE

Current level of function: Difficulty hammering, writing, morsing (work involves typing/me 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: 4/5 FDS RF 4+/5 c̄ pain

Patient name: Paul Dulberg

Assessment/Therapist impression: pt presents c pain, ROM deficits, strength deficits, Tight 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. (A) (R) wrist extension x 5-8° to (A) pt's ability to bear weight through palm.
2. (A) (R) grasp x 3-5" # to (A) pt's ability to open containers
3. (A) (R) pro x 5° to (A) pt's ability to pour coffee.

Long term
1. Maximize functional use of RUE 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 Ultr, CP, US

Manual Techniques STM, scar control, [illegible], MFR

Therapeutic Exercise/Activities Stretching, scar mob, TGE, Nerve gliding, gentle strengthening as tolerated, isolated FDS, desensitization

Splinting

Other

Frequency 2 times / week for 4 weeks or 8 visits

FAXED DEC 12 2011

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 date

Physician Signature 12/12/11 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: _____

Payor Code: _____ Payor Name: _____ Financial Class: _____

Appointment Detail

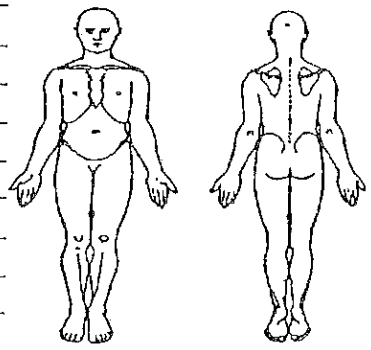
Discipline: _____ Tx Time In: 3:30 Units: (1)

Tx Time Out: 4:30 Total Time Based Time: _____

Date: 12 / 06 / 11 # Visits Prior To Today: 0 of _____ Total Treatment Time: _____

Treatment codes: Evaluation (OT)

SOAP: See Evaluation / Rx. Form sheet.



0 PAIN SCALE 10

THERAPIST / CREDENTIALS

LICENSE NO.

10693
12-08-11 04:14pm

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

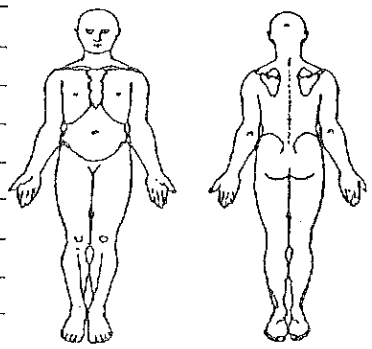
Discipline: OT Tx Time In: 5:30 Units: 5

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 flow sheet. No adverse effects to us noted - did not tolerate heat well, however. Initiated pulsed us to scar, f/u c̄ STM, scar mob, stretching, gentle strengthening.
A: Tolerated fair. Sig nerve pain noted. Proximal tightness and muscle spasms noted.
P: Cont stretching, nerve gliding, STM, US.



0 PAIN SCALE 10

[signature]
THERAPIST / CREDENTIALS

LICENSE NO

10693
12-12-11 08:04am

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: 12 / 12 / 11 # Visits Prior To Today: 0 of 8 Total Treatment Time: _____

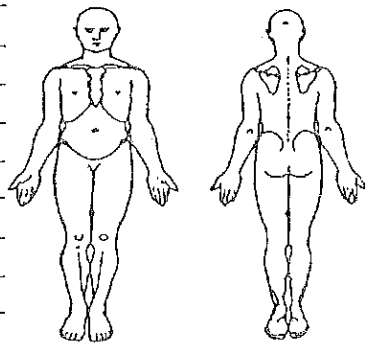
Treatment codes: 97035, 97010, 97140, 97110

SOAP: S: "Saturday I used my arm alot, so it hurt. My muscles were in spasm after I saw you."

O: Cont per Rx flow sheet. Pt believes difficulty in tolerating UHP is due to maintaining an immobile 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.



0 PAIN SCALE 10

[signature] Shannon MOTLAN

THERAPIST / CREDENTIALS

LICENSE NO

10693
12-14-11 07:55am

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: _____

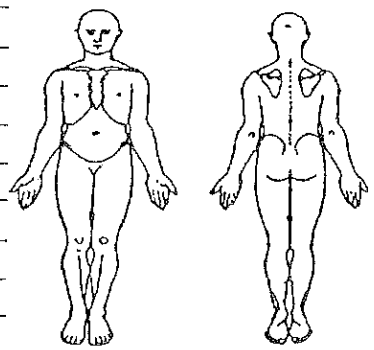
Treatment codes: 97010, 97014, 97035, 97140, 97110

SOAP: S: "I have pain today. My neck/back pain and pain in my arm kept me up last night." "It feels like a live wire today"

O: Cont. per Rx flow sheet. No adverse effects to UHP noted - applied TENS to ulnar nerve distribution to attempt to improve nerve pain. Performed stretching, TGE, ROM.

A: Tolerated Rx fair - Cont ulnar nerve pain/hypersensitivity noted.

P: Cont to upgrade Rx as tolerated.



0 PAIN SCALE 10

[signature]
THERAPIST / CREDENTIALS

LICENSE NO.

10693
12-15-11 10:55am

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

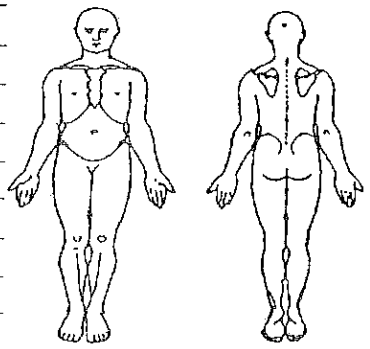
Discipline: CT Tx Time In: 1:00 Units: 4

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 flow sheet. No adverse effects to US or MHP added. Did not apply TENS today as he reports that he did not like the feeling of it. R/O small muscle spasms occurring in SF - may indicate emerging nerve function.
A: Tolerating Rx fair. Sig nerve hypersensitivity added.
P: Cont to upgrade Rx per pt tol



0 PAIN SCALE 10

THERAPIST / CREDENTIALS

LICENSE NO.

10693
12-19-11 12:51pm

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: 230 Units: 5

Tx Time Out: 340 Total Time Based Time: _____

Date: 12 / 19 / 11 # Visits Prior To Today: 2 of 8 Total Treatment Time: _____

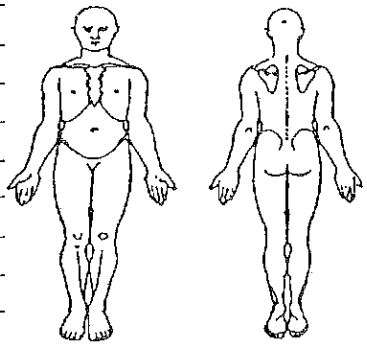
Treatment codes: 97010, 97035, 97140, 97110

SOAP: S: "It feels good to use the putty. It feels like I am using my muscles."

O: Cont per Rx flow sheet. No adverse effects to US or MHP noted. Cont hypersensitivity noted w/ ulnar aspect of scar. Initiated soft putty for gentle strengthening

A: Cont nerve hypersensitivity noted, good tol of soft putty noted

P: Cont - gentle strengthening, stretching, scar control



0 PAIN SCALE 10

THERAPIST / CREDENTIALS

LICENSE NO.

10693
12-20-11 12:00pm

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: 125 Units: 5

Tx Time Out: 235 Total Time Based Time: _____

Date: 12 / 20 / 11 # Visits Prior To Today: 2 of 8 Total Treatment Time: _____

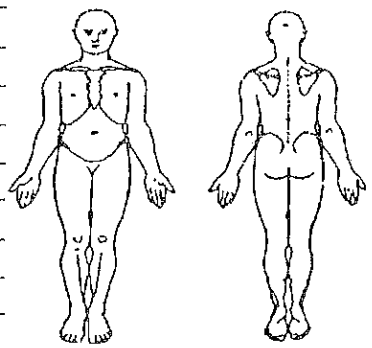
Treatment codes: 97035, 97010, 97140, ② 97110

SOAP: S: "No new c/o since yesterday. Pain 7/d after Rx, but back to baseline this morning."

O: Small nodule noted along ulnar aspect of forearm. Cont per Rx flow sheet. No adverse effects to UHP or US noted. Tintrated 1# wrist curls - Tol well.

A: Good tol of stretching, wrist curls, & power web.

P: Cont to upgrade per pt tolerance.



0 PAIN SCALE 10

[signature]
THERAPIST / CREDENTIALS

10693
12-23-11 10:02am

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: 1200 Total Time Based Time: _____

Date: 12 / 23 / 11 # Visits Prior To Today: 2 of 8 Total Treatment Time: _____

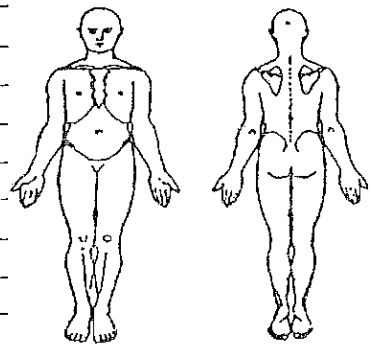
Treatment codes: (1) 97010 (1) 97035 (1) 97140 (1) 97110

SOAP: S: Pt reported to had significant pain & soreness after using putty but that he was fine after using the power well last visit

O: MHP x 15 min prior to pulsed U.S. = Adverse effect STM, scar mob, long V-1 stretches. Arm C[illegible] strengthening as per Rx log. Added ulnar nerve glides

A: Tolwell = min C/O. Some reports of ulnar forearm & hand tingling during U.S. & after exercise but resolved = repositioning of arm

P: Cont = P.O.C



0 PAIN SCALE 10

[signature]
THERAPIST / CREDENTIALS

10693
12-27-11 01:56pm

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: _____

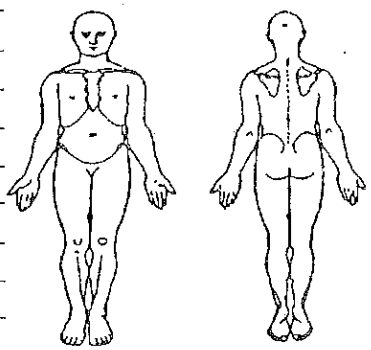
Treatment codes: (2) 97110, 97010, 97035 97140

SOAP: S: "I feel OK, then as the day progresses, the nerve pain - progresses up my arm into my armpit and shoots into my SI/PF and ME

O: Cont per Rx flow sheet. No adverse effects to UHP or US noted. Cont nerve pain noted - especially along ulnar nerve into armpit.

A: Tolerated Rx fair. Pt is continuing to demonstrate nerve pain/hypersensitivity.

P: Cont to upgrade Rx per pt tol.



0 PAIN SCALE 10

[signature]

THERAPIST / CREDENTIALS

10693
12-29-11 11:13am

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

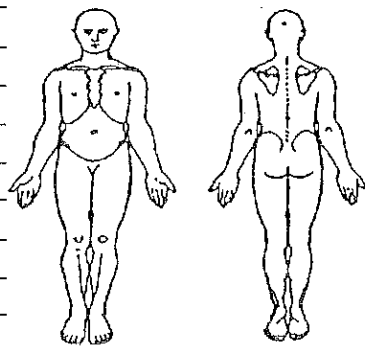
Discipline: OT Tx Time In: 1:30 Units: 4

Tx Time Out: 2:30 Total Time Based Time: _____

Date: 12 / 29 / 11 # Visits Prior To Today: 7 of 8 Total Treatment Time: _____

Treatment codes: (1)97010 (1)97035 (1)97140 (1)97110

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 & hand accompanied the pain.
O: MHP x 10 min c̄ 4 layers pain to pulsed U.S. to scar. Pt reporting burning pain c̄ STM over radial tunnel so performed pulsed U.S. to dorsal forearm. Cont c̄ scar mob, STM, PROM, AROM & strengthening as per Rx log. Performed wrist curls in neutral position to ↓ pain.
A: Tol well c̄ mod c/o. Had burning pain in biceps & axilla p̄ Tx but pt states that it goes away shortly p̄ therapy.
P: Cont c̄ P.O.C.



0 PAIN SCALE 10

[signature] OT/L
THERAPIST / CREDENTIALS

10693
01-03-12 09:34am

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

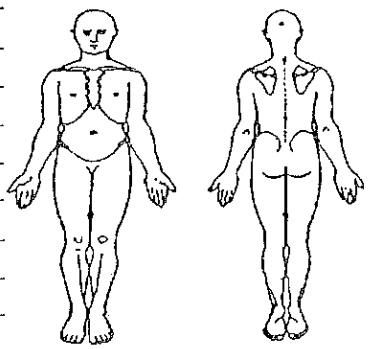
Discipline: OT Tx Time In: 10^30 Units: 3

Tx Time Out: 11^20 Total Time Based Time: _____

Date: 01 / 03 / 12 # Visits Prior To Today: 8 of 8 Total Treatment Time: _____

Treatment codes: (1)97035 (1)97140 (1)97110 (1)97010 N/C

SOAP: S: "I have a job interview today so I can't be shaking today"
O: MHP x10 min c̄ ⊖ adverse effects prior to pulsed U.S. 50% 75 W/cm² to scar prior to scar mob, STM Perm of wrist & digits, intrinsic stretches, Arom. intrinsic exercises Wrist curls without resistance today in order to prevent exacerbation of tremors.
A: Tol well c̄ min c/o. No exacerbation of tremors c̄ exercise today
P: Cont c̄ P.O.C., Cont wrist curls c̄ 1# wts next visit



0 PAIN SCALE 10

[signature] OT/L
THERAPIST / CREDENTIALS

DYNAMIC HAND THERAPY

Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr. Talarico 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: 12-6-11

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 tremors

Continued difficulties: writing, using mouse, pouring coffee, manipulating small objects, bearing wt through palm

OBJECTIVE:

Wound/Scar: Minimal hypertrophy with a lump increasing in size on ulnar side

See flow sheet for:

☑ Edema: Moderate edema across MCP jts

☐ Sensation: TBA next visit due to time constraints

☑ ROM: Elbow ✓ ↑'d 6°, wrist ✓ ↑'d 5° wrist ✓ ↑'d 5°

☑ Strength: (R) grip ↑'d 17# (R) = 89% of (L)

Treatment summary to date: MHP, US, scar mob, STM, Prem elbow, wrist & digits, Arem of same, intrinsic exercises, forearm strengthening

Assessment/therapist impression: Pt shows improvements in Arem but functional improvement limited due to ↑ in tremors

Goals: STG's met: ☑ yes (1) (2) ☑ no (3) ↑ pronation 5° LTG's met: ☐ yes ☐ no

Revised functional goals: 4 wks

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 or 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: Scar mob, STM, RCom 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 herein established and will be reviewed every 30 days.

Additional requests/concerns: _____

_____

_____ OTL
Therapist Signature

_____
Physician's Signature **date**

PLEASE FAX BACK TO: 847-587-3346

Dynamic Hand Therapy – Active Range of Motion **Patient Name:** Dave Dillberg

	(L)	(R)	(R)						
Exam Date	12/6/11	1-5-12							
Shoulder									
Flexion									
Extension									
Abduction									
External Rotation									
Internal Rotation									
Elbow & Forearm									
Flexion 146	134	140							
Extension 0	-3	-15							
Pronation 75	65	65							
Supination 75t	65	85							
Wrist									
Flexion 80	75t	80							
Extension 75t	55	60							
Radial Deviation 25	20t	15							
Ulnar Deviation 45	30t	25							
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	LWS	LWS	NW						

Dynamic Hand Therapy Edema Flow Sheet

Patient Name: Paul DeMeng

	Date	Date		Date		Date		Date		Date		Date	
	12/5/12	1/5/12											
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	=										
mid-metacarpals	23.1	23.1	=										
metacarpals	20.8	21.5	+0.7										
Thumb													
MP													
P1	7.4	7.7	+.3										
IP													
P2													
Index Finger													
P1	7.3	7.1	-.2										
PIP													
P2													
DIP													
P3													
Middle Finger													
P1	6.8	6.8	=										
PIP													
P2													
DIP													
P3													
Ring Finger													
P1	6.5	6.6	+.1										
PIP													
P2													
DIP													
P3													
Small Finger													
P1	6.0	6.1	+.1										
PIP													
P2													
DIP													
P3													
Volumetric (ml)													
Trial 1													
Trial 2													
Trial 3													
Average													
Therapists Initials	DW	DW											

11-AUG-2012 11:17 From:LIB To:18153445280 Page:21/26
JAN-05-2012 THU 02:46 PM P. 006

Dynamic Hand Therapy Grip/Pinch Strength Flow Sheet

Patient Name: Paul Dalberg

Exam Date	12/6/11	12/6/11	1/5/12		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					1d 17#					
Intrinsics 1st position					89#					
2nd position										
3rd position										
4th position										
Extrinsics 5th position										
Rapid Alternation Test										
Pinch Strength					Pinch-o-meter					
3-pt (3-jaw chuck)	26	29	previous ulnar nerve transposition left wrist		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 30 Units: 4

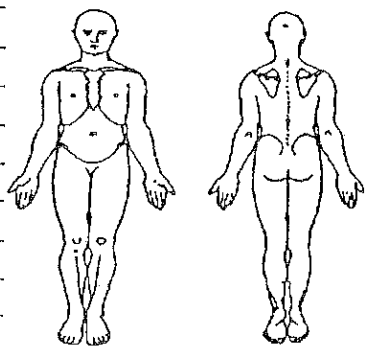
Tx Time Out: 11 30 Total Time Based Time: _____

Date: 01 / 05 / 12 # Visits Prior To Today: 9 of 16 Total Treatment Time: _____

Treatment codes: (1) 97035 (3) 97110

SOAP:

See Re-evaluation & flow sheets



0 PAIN SCALE 10

THERAPIST / CREDENTIALS

LICENSE NO.

10693
01-09-12 09:43am

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

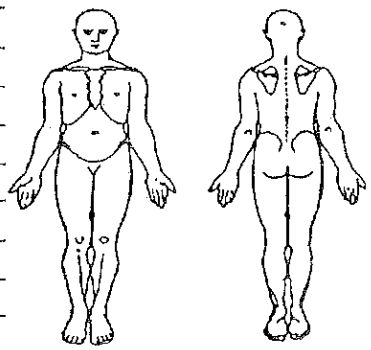
Discipline: OT Tx Time In: 11 00 Units: 5

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: (1) 97010 (1) 97035 (1) 97140 (2) 97110

SOAP: S: Pt new c/o. Reports MD says his EMG is normal despite his symptoms
O: MHP x 10 min followed by pulsed U.S. to [illegible] x 8 min c̄ Q adverse effects. Scar mob, [illegible] forearm & hand. Prom: wrist, forearm & digits including intrinsic stretches. Arom, wrist [illegible] c̄ 1# wts digital adduction exercises. EMC - BB's. See Rx log
A: Tol well c̄ c/o thumb cramping c̄ BB transfer activity
P: Cont c̄ P.O.C.



0 PAIN SCALE 10

[signature] OTL
THERAPIST / CREDENTIALS

10693
01-11-12 11:03am

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: 10⁶⁰ Units: 5

Tx Time Out: 11²⁰ Total Time Based Time: _____

Date: 01 / 11 / 12 # Visits Prior To Today: 0 of 1 Total Treatment Time: _____

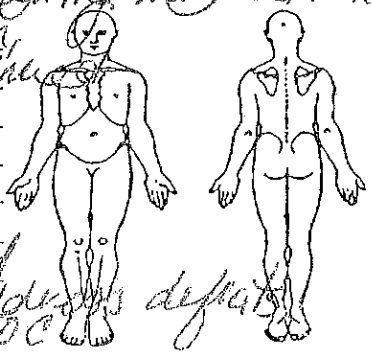
Treatment codes: 97010 (1), 97140 (2), 97110 (2), 97035 (1)

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 fingers c̄ prolonged use of the hand, especially when I try to hold something between my thumb & small finger-like a computer mouse."

O: The chart & most recent OT eval dated 1/5/12 were reviewed & today's gross assessment of ROM & strength consistent c̄ 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 of primary therapist. Pt reported tingling & burning during manual RX today along ulnar distribution, however, denied prolonged or continued SX following RX.

A: Pt presents c̄ moderate scar tissue along ulnar aspect of forearm c̄ reports of neurological SX c̄ functional use of hand. Would benefit from cont therapy to address deficits.

P: Cont therapy along 1° therapist POC until return to OT.



0 PAIN SCALE 10

Jessie Wagner
THERAPISTY CREDENTIALS

10693
01-16-12 07:45am

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

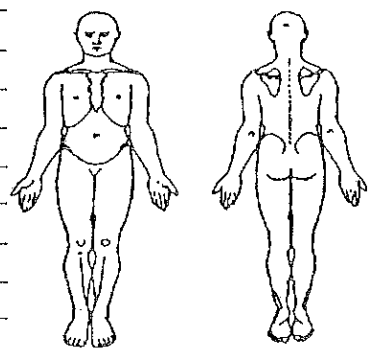
Discipline: OT Tx Time In: 1100 Units: 5

Tx Time Out: 1215 Total Time Based Time: _____

Date: 01 / 16 / 12 # Visits Prior To Today: 12 of 24 Total Treatment Time: _____

Treatment codes: (2)97110, 97140, 97035, 97010

SOAP: S: "The shooting pain's felt better after my therapy
O: Cont per Rx flow sheet. No adverse effects to US or UHP noted.
pt's "shooting pain" has decreased with deep tissue massage
A: Improving nerve pain rated c̄ deep tissue massage. Rx ended c̄ 2 UHP
P: Cont to upgrade per pt tol. Strengthening as tol.
pt reported relief c̄ pre & post UHP



0 PAIN SCALE 10

[signature]

THERAPIST / CREDENTIALS

10693
01-18-12 07:44am

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

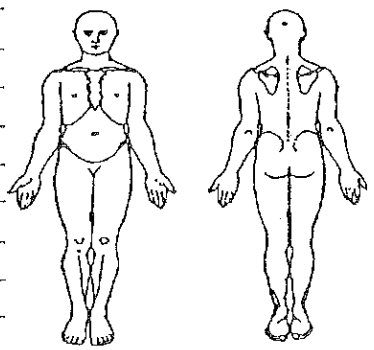
Tx Time Out: 12:00 Total Time Based Time: _____

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 sign my name"
O: Cont per Ex. flow sheet. No adverse effects to vs/ultraded. Pt. continues to demonstrate hypersens. of ulnar nerve. Pt reports that nerve hypersensitivity 7d after very basic activity of signing his name.
K: Cont hypersensitivity / pain in ulnar nerve.
P: Cont to upgrade per pt tol



0 PAIN SCALE 10

[signature]
THERAPIST / CREDENTIALS

10693
01-23-12 01:32pm

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

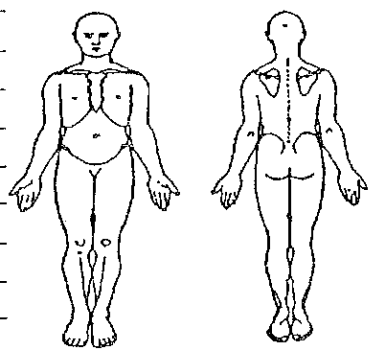
Discipline: OT Tx Time In: 2:30 Units: 5

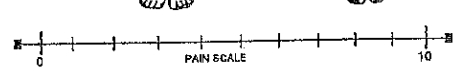
Tx Time Out: 3:45 Total Time Based Time: _____

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 VS or MLTP noted. Cont nerve hypersensitivity - small nodule noted where nerve symptoms originate.
A: Tolerated Rx fair. Increased nerve aggravation noted after Rx.
P: Cont to upgrade per pt tol. Monitor nerve symptoms.





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THERAPIST / CREDENTIALS

LICENSE NO.

10693
01-25-12 12:12pm

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

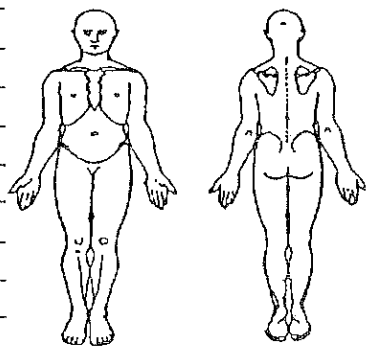
Discipline: OT Tx Time In: 2:30 Units: 5

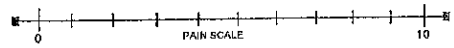
Tx Time Out: 3:30 Total Time Based Time: _____

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 flow 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 f/u + fatigue after Ex.
P. Attempt to upgrade - but only per pt tolerance.





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THERAPIST / CREDENTIALS

LICENSE NO

10693
01-30-12 01:37pm

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

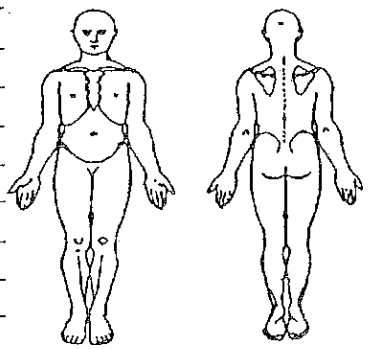
Tx Time Out: 3:30 Total Time Based Time: _____

Date: 01 / 30 / 12 # Visits Prior To Today: 16 of 24 Total Treatment Time: _____

MT, TE, US, MHP

Treatment codes: 97140, 97110, 97035, 97010

SOAP: S: "My nerve feels very aggravated."
O: Cont per Rx flow sheet. No adverse effects to MHP or US noted.
Pt continues to demonstrate hypersensitivity in his ulnar aspect of flaw in area of most ulnar aspect of scar. Nerve symptoms appear to worsen c̄ isolated activation of EDS in SF.
A: Tolerated Tx fair but isolation of EDS (actively) to SF seems to aggravate his nerve symptoms
P: Cont - monitor EDS' response to isolated active ROM



0 PAIN SCALE 10

[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

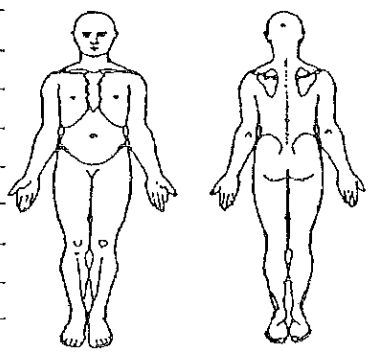
Discipline: OT Tx Time In: 830 Units: 4

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 fingers bending set off the pain in my arm."
O: Cont per Ex from sheet. No adverse effects to MHP/US 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: Cont to upgrade per pt tol.



PAIN SCALE 0 10

THERAPIST / CREDENTIALS

LICENSE NO

DYNAMIC HAND THERAPY
Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr. Talarico 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: 12-6-11

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 tremors

Continued difficulties: writing, using mouse, pouring coffee, manipulating small objects, bearing wt through palm

OBJECTIVE:

Wound/Scar: Minimal hypertrophy with a lump increasing in size on ulnar side

See flow sheet for:

☑ Edema: Moderate edema across MCP jts

☐ Sensation: TBA next visit due to time constraints

☑ ROM: Elbow ✓ ↑'d 6°, wrist ✓ ↑'d 5° wrist ✓ ↑'d 5°

☑ Strength: (R) grip ↑'d 17# (R) = 89% of (L)

Treatment summary to date: MHP, US, scar mob, STM, prem elbow, wrist & digits, Arom of same, intrinsic exercises, forearm strengthening

Assessment/therapist impression: Pt shows improvements in Arom but functional improvement limited due to ↑ in tremors

Goals: STG's met: ☑ yes (1) (2) ☑ no. (3) ↑ pronation 5° LTG's met: ☐ yes ☐ no

Revised functional goals: 4 wks

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 or 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: Scar mob, STM, PROM 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 herein established and will be reviewed every 30 days.

Additional requests/concerns:

[signature] OTL
Therapist Signature

[signature]
Physician's Signature date 1/6/12

PLEASE FAX BACK TO: 847-587-3346

FAXED
JAN 6 2012

DYNAMIC HAND THERAPY

Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr Telerico Date: 2/6/12

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: 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 @ scar

See flow sheet for: * Cont Wartenberg's sign SF

☐ Edema: _____

☑ Sensation: 6.65 (Deep pressure sensation) ulnar hand, Diminished protective sensation ulnar forearm

☑ ROM: ↑'d elbow extension, pro/sup, wrist ext and UD noted

☑ Strength: ↓'d grasp x 12th since previous eval, decreased pinch noted since initial visit

Treatment summary to date: Focus of Rx has been scar control, desensitization, stretching, place; hold, TGE/isolated FDS, composite stretching

Assessment/therapist impression: Pt presents c̄ 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 progress and overall strength.

Goals: STG's met: ☑ yes ☑ no LTG's met: ☐ yes ☐ no

Rom/pain goal (grasp)

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 u/nar nerve

Other: every time it is fired.

Hold OT - RTMD

Frequency/Duration: _____ 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: _____

Therapist Signature

Physician's Signature 2/8/12

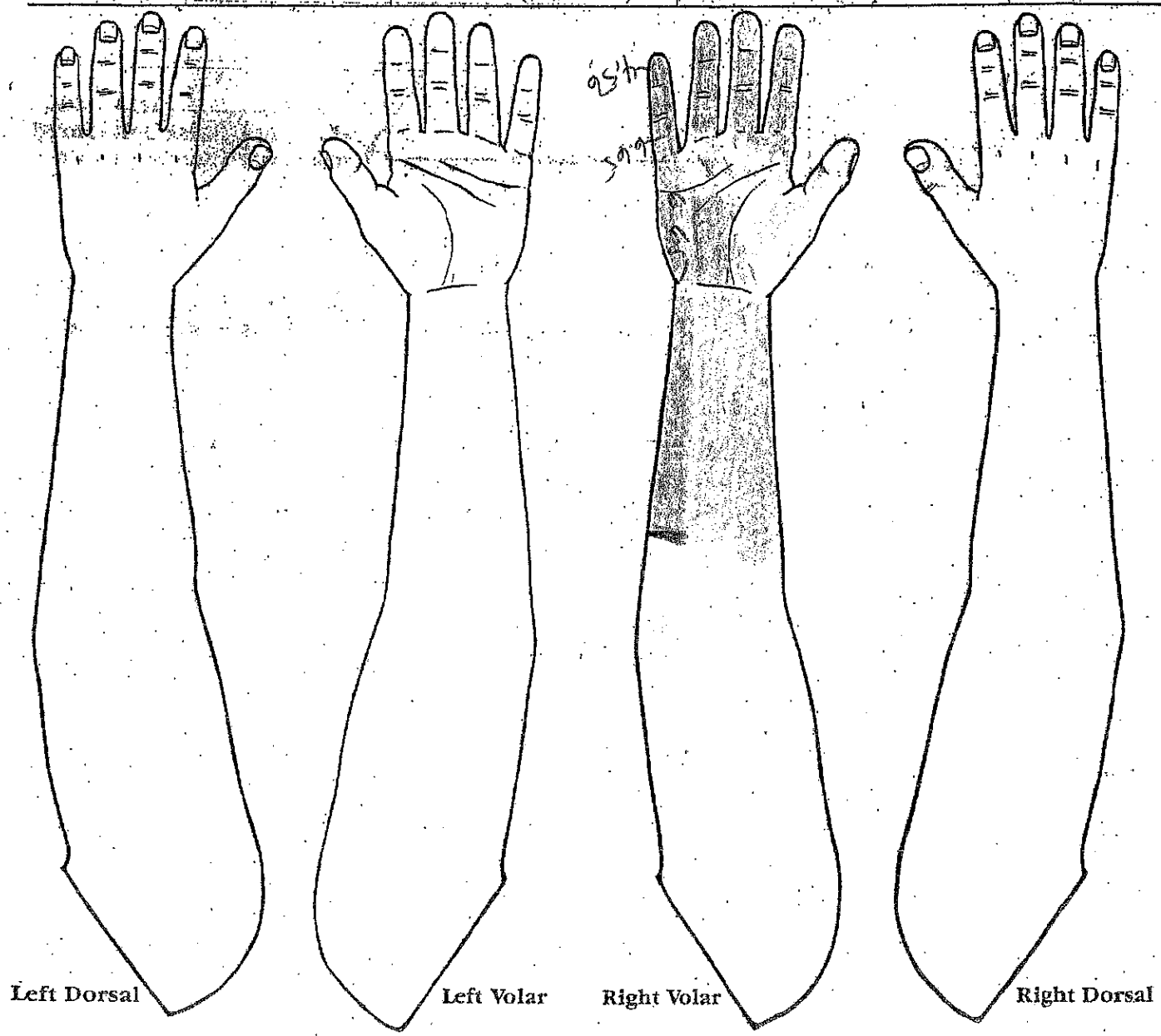
date

PLEASE FAX BACK TO: 847-587-3346

Semmes-Weinstein Monofilament Sensory Testing Results

Date 2/16/12 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: Lisa Shannahan OTR/L

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Revised November 198-

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

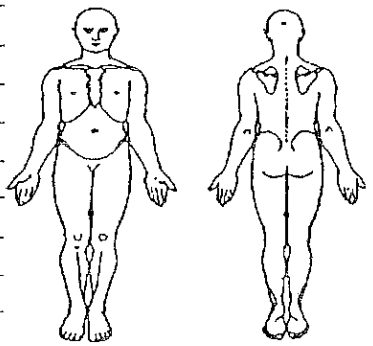
Discipline: OT Tx Time In: 9OC Units: 4

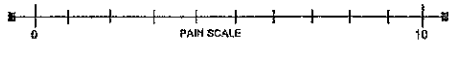
Tx Time Out: 10CU Total Time Based Time: _____

Date: 02 / 06 / 12 # Visits Prior To Today: 17 of 24 Total Treatment Time: _____

Treatment codes: 97004(NC), ~~97145~~ 97110(3), 97112

SOAP: See Re-eval / Rx flowsheet. Pt to be placed on hold until he sees MD again.





THERAPIST / CREDENTIALS

LICENSE NO.

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, nodule in scar also causes pain, pain c̄ opposition also

Function/ADL's:

Improvements: N/A

Continued difficulties: Holding a cup or can, using mouse, maintaining fist

OBJECTIVE:

Wound/Scar: No hypersensitivity

See flow sheet for:

☑ Edema: ↓'d today - overall

☐ Sensation: Pt reports numbness over scar & ulnar forearm

☑ ROM: Pro/Sup ↑'d 5° each, wrist √ ↑'d 5°, SF at 20° abduction (unable to adduct)

☑ Strength: (R) grip = 113# (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 c̄ significant weakness of intrinsics, (R) grip = 80% of (L) grip, pain is inhibiting functional use of hand

Goals: STG's met: ☐ yes N/A ☐ no LTG's met: ☐ yes ☐ no

Revised functional goals:

1. Pt to report pain of 5/10 or less c̄ 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...

Patient: Paul Dulberg

Skilled therapy needed for: ☑ progression of exercise ☑ continued need for manual therapy

☐ other: Scar mob, PROM

PLAN:

Modalities: Heat, U.S., E-Stim - PRN

Exercise: AROM wrist & digits, strengthening via free wts, putty, BTE as tolerated

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:

[signature] OTR/L
Therapist Signature

Dr. S Sagerman/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: 500 Units: _____

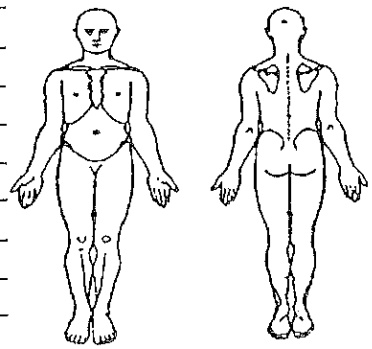
Tx Time Out: _____ Total Time Based Time: _____

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		F008	Traction Mechanical	
A003	OT Eval	1	B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Theraputic 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 & flowsheet



0 PAIN SCALE 10

THERAPIST / CREDENTIALS

LICENSE NO. _____

10693
04-05-12 11:50am

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: 6

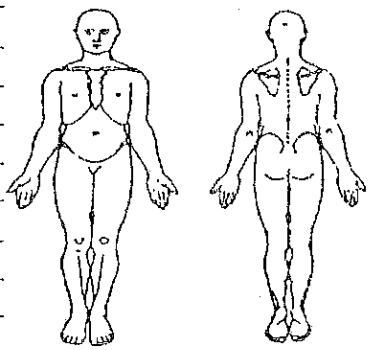
Tx Time Out: 4 00 Total Time Based Time: _____

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	Theraputic 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: Pt new c/o Tol last visit c̄ adverse effect
O: MHP x10 min followed by 50% U.S. to ↑ tissue pliability. Scar mobil, STM of forearm & hand, Promo wrist & digits. Strengthening of intrinsics as per Rx log. BPE set up & run through x1. - Tool # 162, 302 & 202, 601.
A: Tol well c̄ min c/o.
P: Cont c̄ P.O.C.



0 PAIN SCALE 10

THERAPIST / CREDENTIALS

LICENSE NO. _____

10693
04-10-12 01:40pm

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: 300 Units: 4

Tx Time Out: 400 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	Theraputic 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	

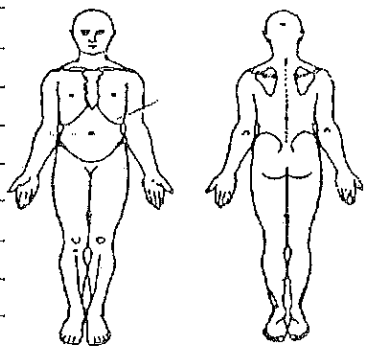
Additional Treatment Codes:

SOAP: S: "I cooked this morning and I found that I had trouble holding the plate. It was too heavy. My fingers are tingling now."

O: Cont per Rx flow sheet. No adverse effects to MHP noted. STM, stretching f/v & strengthening and putty.

A: Pain occurred after Rx

P: Cont to upgrade per Rx flow sheet; Focus on strengthening



0 PAIN SCALE 10

[signature]

THERAPIST / CREDENTIALS

LICENSE NO. _____

10725
04-12-12 10:22am

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

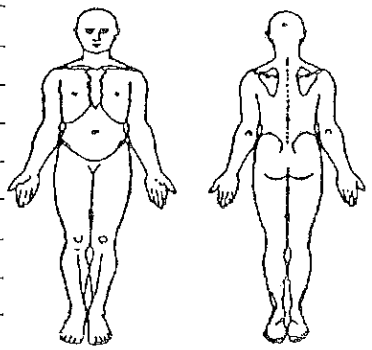
Tx Time Out: 230 Total Time Based Time: _____

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	[illegible]	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Theraputic Activities		H006	Custom WHO Static	
F003	HP/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	[illegible]	H018	Custom HFO Static	

Additional Treatment Codes:

SOAP: S: "My arm was sore after my last therapy"
O- Cont per Rx flow sheet. No adverse effects to MHP or US hold. Focused on stretching and strengthening. Pomeroy to stretch long flexors
A: tol Rx fair. Nerve was aggravated by strengthening
P: Cont. Upgrade as tol and per nerve tolerance.



0 PAIN SCALE 10

[signature]
THERAPIST / CREDENTIALS

LICENSE NO. _____

10693
04-16-12 10:15am

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 30 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 WHFO Static	
A004	OT Re Eval		C001	Theraputic Activities		H006	Custom WHO Static	
F003	HP/CP		C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	2	H018	Custom HFO Static	

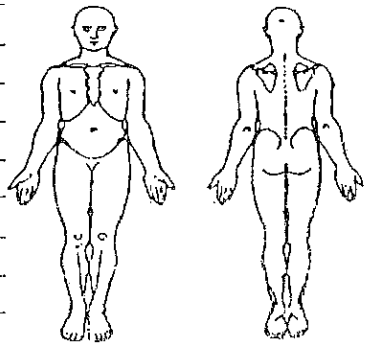
Additional Treatment Codes:

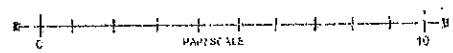
SOAP: S: Pt reports ↑'d soreness that began 12 hour prior to Tx today. Pt does also report to hasn't hurt any "tingles" for past 2 days

O: MHP x 10 min to ↑ soft tissue extensibility prior to US 50%, .8W/cm² to scar, scar mob, STM of forearm, intrinsic stretches, long v/l stretches. Cont c̄ strengthening as per Rx log.

A: Tol well c̄ min c/o ↑'d pain p Tx, pt c/o overall feeling of weakness / fatigue

P: Cont c̄ P.O.C





[signature] OTR/L
THERAPIST / CREDENTIALS

LICENSE NO. _____

10693
04-18-12 07:45am

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

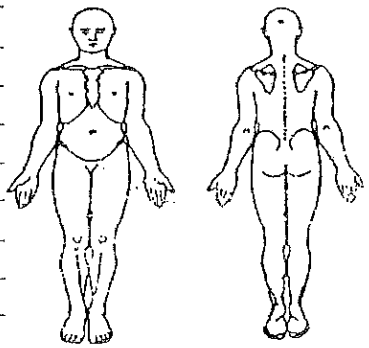
Tx Time Out: 1030 Total Time Based Time: _____

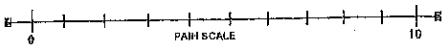
Date: 04 / 18 / 12 # Visits Prior To Today: 25 of 24 Total Treatment Time: _____

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	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Theraputic 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: Cont R/O "soreness" since previous visit
O: Cont per Rx flow sheet. No adverse effects to MHP or us noted. Performed modalities F/V c̄ STM, scar mob, stretching, place & hold, Isolated FDS, Intrinsic exs, Functional activities, strengthening c̄ 3 ½
A: Tolerated Rx fair. Significant pain reported c̄ Isolated FDS to SF. No BTE due to pain 9 sd
P: Attempt to ↑ strength / Rom





[signature]
THERAPIST / CREDENTIALS

LICENSE NO. _____

10693
04-26-12 01:42pm

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

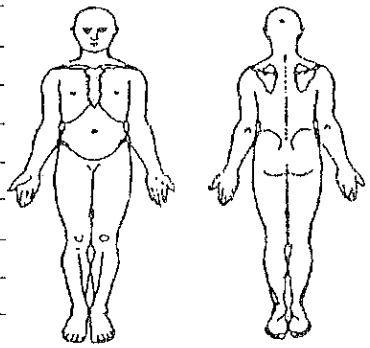
Tx Time Out: 3:30 Total Time Based Time: _____

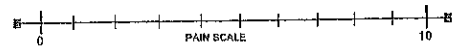
Date: 04 / 26 / 12 # Visits Prior To Today: 26 of 24 Total Treatment Time: _____

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	Theraputic Activities		H006	Custom WHO Static	
F003	HP/CP		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 so someone could look at it." Pt reports arm hurt all night and he needed a pain pill in order to sleep. Minimal pain today prior to Tx.
O: MHP followed by pulsed U.S. 50% 8w/cm² to arm. Scar mob string forearm. Prem gl hist & digits. Cont. strengthening as per Rx log
A: Tol well c̄ min c/o. "I have muscle pain; I really worked my arm today." No c/o nerve pain 7 exercises today
P: Cont c̄ P.D.C.





[signature] OTR/L
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: 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		G005	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	Theraputic Activities		H006	Custom WHO Static	
F003	HB/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	1	H018	Custom HFO Static	

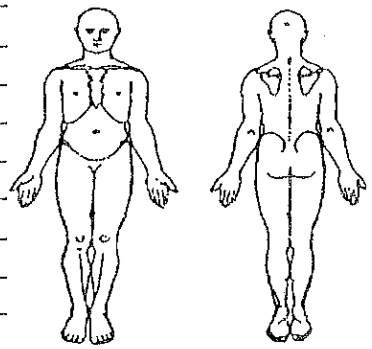
Additional Treatment Codes: _____

SOAP: S: "I have a little less pain today."

O: Cont per Rx flowsheet. No adverse effects to MHP or US noted. MHP, US, E/U Rx per flow sheet. Resumed BTE today.

A: Tolerated Rx fair. Improved overall pain noted

P: Continue to upgrade per pt tolerance.



PAIN SCALE 0 10

THERAPIST / CREDENTIALS

LICENSE NO. _____

10693
05-02-12 08:59am

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: 12:00 Units: 5

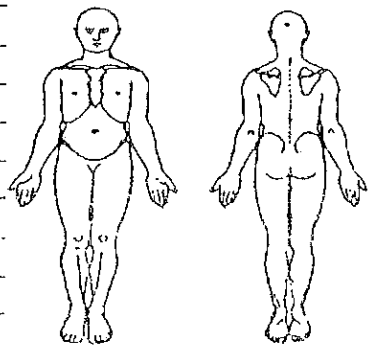
Tx Time Out: 1:00 Total Time Based Time: _____

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 Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Theraputic 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: Cont per Rx Flow Sheet. No adverse effect to MHP or US noted
Applied US/MHP + U: Stm, stretching & strengthening
A: Tolerated Rx well today. Strength / tolerance of Rx 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



0 PAIN SCALE 10

[signature]
THERAPIST / CREDENTIALS

LICENSE NO. _____

DYNAMIC HAND THERAP

Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr Sassaman 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 ↑ actuation of SFPDS

Function/ADL's:
Improvements: Able to grip objects better; Very little functional improvements

Continued difficulties: Opening lids on jars / containers, holding a plate in supin (full supination) hand; Raking causes 10/10 pain after 10 min.

OBJECTIVE:

Wound/Scar: _____

See flow sheet for:

☑ Edema: ↑'d in hand/digits - Fluctuates ↑ 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 ✓/RD

☑ Strength: Grasp strength has decreased ↓ 6#; 3pt/2pt pinches are ↑'d

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/Ha
His 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 ~~#'s~~ x 3# to (↑) his ability to perform Cooking activities

3. (↓) Pain to 8/10 @ 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: AIPROM, 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: _____

[signature]
Therapist Signature

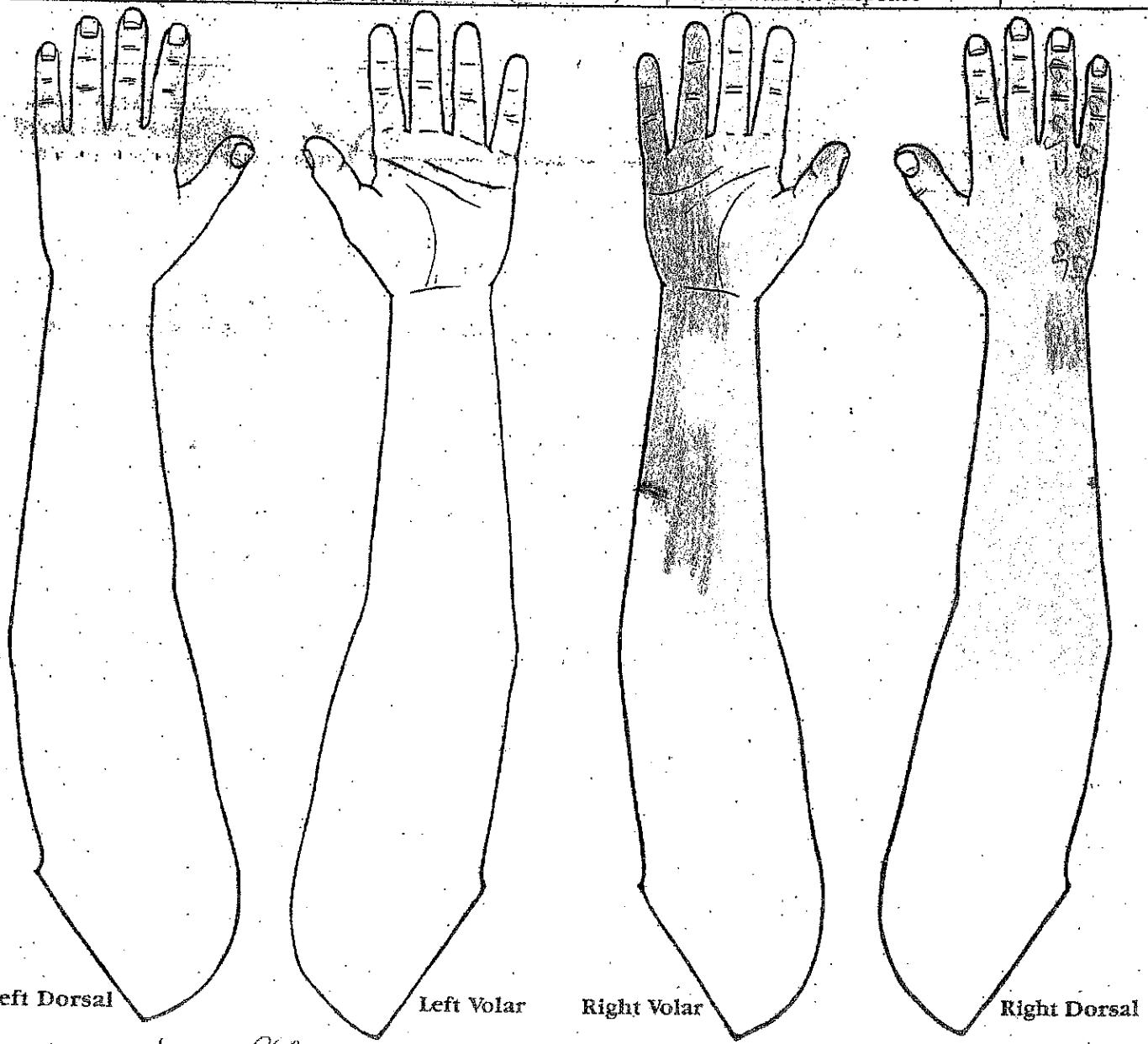
_____
Physician's Signature date

PLEASE FAX BACK TO: 847-587-3346

Semmes-Weinstein Monofilament Sensory Testing Results

Date 5/4/12 Patient: 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: [signature]

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Revised November 198[illegible]

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: 1060 Units: 4

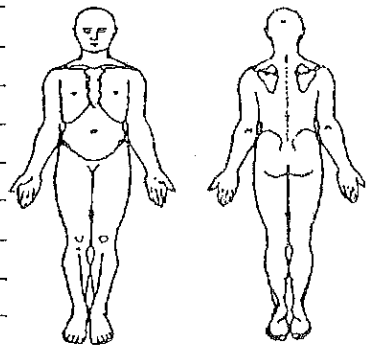
Tx Time Out: 1130 Total Time Based Time: _____

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	NC	G001	Ultrasound	1	F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	(1)	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Theraputic 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: See Re-exam / Rx flow sheet.



0 PAIN SCALE 10

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: 5

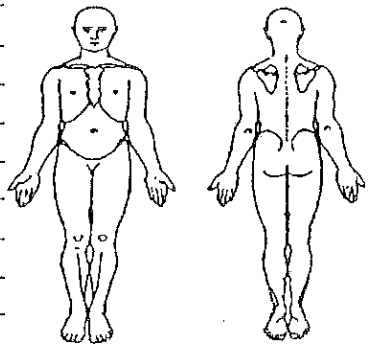
Tx Time Out: 1040 Total Time Based Time: _____

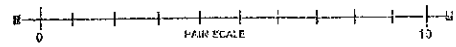
Date: 05 / 07 / 12 # Visits Prior To Today: 30 of 51 Total Treatment Time: _____

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	Theraputic 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 hand is very swollen today. My neck is sore today."
O: Cont per fx from sheet. No adverse effects to US or NHP noted.
Pt presents c sig pain/stiffness in RAE. Reporting neck pain today as well.
A: Tolerated Rx fair, but sig neck pain noted.
P: Cont to upgrade strengthening





[signature]
THERAPIST / CREDENTIALS

LICENSE NO. _____

10693
05-10-12 01:34pm

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

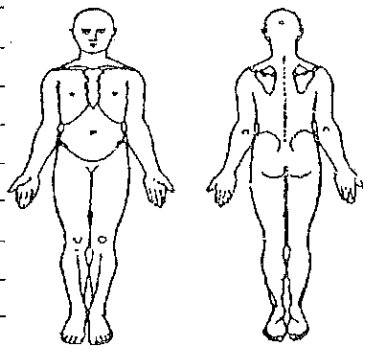
Tx Time Out: 3:30 Total Time Based Time: _____

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	Theraputic Activities		H006	Custom WHO Static	
F003	HP/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 Rx flow sheet. No adverse effects to UHP noted
Pt is reporting increased pain today - especially after
Isolated FDS and any grasp activities. Unable to
upgrade program due to pain.
A: Tolerated Rx fair. Cont pain/weakness.
P: Cont to upgrade per pt tolerance to strengthening more
aggressively.



0 PAIN SCALE 10

[signature]
THERAPIST / CREDENTIALS

LICENSE NO. _____

10693
05-15-12 10:22am

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

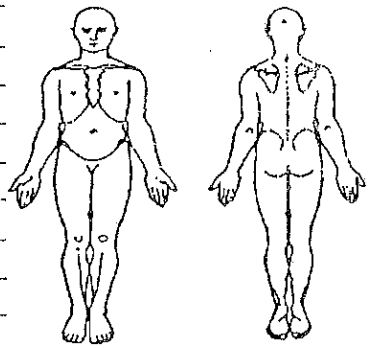
Tx Time Out: 12:45 Total Time Based Time: _____

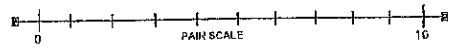
Date: 05 / 15 / 12 # Visits Prior To Today: 32 of 32 Total Treatment Time: _____

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	Theraputic 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 arm is still weak when I try to use it."
O: Cont per Rx flow sheet. No adverse effects to MHP or US noted. Focus of Rx on modalities, stretching, and strengthening. He reports cont weakness c̄ daily chores – ie. cooking, cleaning, lifting.
A: Cont weakness/pain reported
P: Continue to upgrade ROM, strength.





[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	Theraputic Activities		H006	Custom WHO Static	
F003	HP/CP	1	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise		H018	Custom HFO Static	

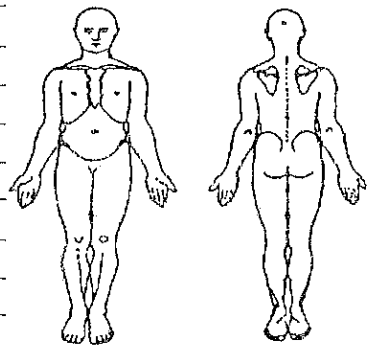
Additional Treatment Codes: _____

SOAP: S: 0

O Daily modalities performed on this date due to scheduling issues. No adverse effects reported to modalities

A: Tolerated exam. Cont pain / weakness noted

P: Continue



0 PAIN SCALE 10

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	Theraputic 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	

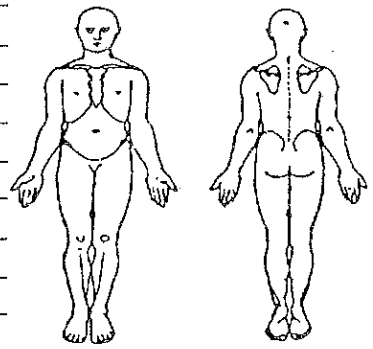
Additional Treatment Codes: _____

SOAP: S: "I got a mark on my arm - looks like a burn but I never felt it"

O: Cont per Rx flow sheet. 2 small red blisters noted in ulnar distribution along forearm - No sign of infection. Pt believes he burned his F/A on the grill. No adverse effects to MHP or US noted. Heat not applied to blister.

A: Tolerated Rx well. Pt is sensory loss caused burn to burn his forearm.

P: Continue to upgrade. Monitor burns



0 PAIN SCALE 10

Mary Shannon Roberts
THERAPIST / CREDENTIALS

LICENSE NO. _____

10693
05-25-12 08:18am

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: 900 Units: 4

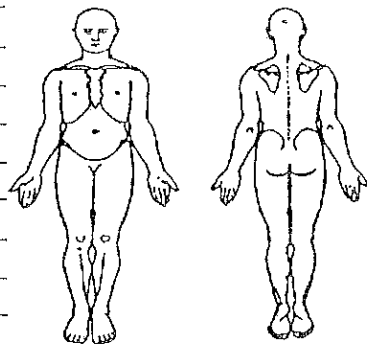
Tx Time Out: 1060 Total Time Based Time: _____

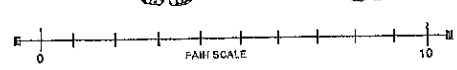
Date: 05 / 25 / 12 # Visits Prior To Today: 35 of 32 Total Treatment Time: _____

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	Theraputic 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: "Mix nerve gets very aggravated."
O. Cont per Ex flow sheet. No adverse effects to MHP or US noted.
Presents 2 cont nerve pain — especially aggravated by isolating FDS to SF or any repetitive grasp.
A: Tolerated Rx Pain Cont nerve pain / weakness.
P: Cont. to upgrade per pt tol. Attempt to (+) strength.





[signature]
THERAPIST / CREDENTIALS

LICENSE NO: _____

10693
05-31-12 02:12pm

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

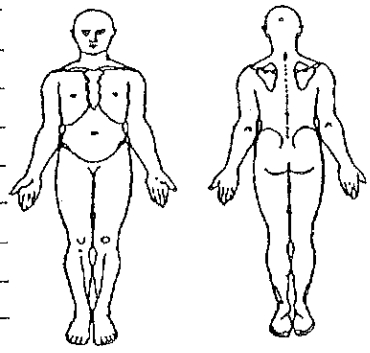
Tx Time Out: 4:00 Total Time Based Time: _____

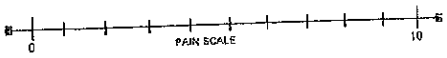
Date: 05 / 31 / 12 # Visits Prior To Today: 36 of 32 Total Treatment Time: _____

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		F010	Vasopneumatic Device		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	Theraputic 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: "The medicine does not seem to be helping me."
O: Cont per Rx flow sheet. Pt was provided new meds for nerve pain and reports that he is not feeling better at this point
A: Tolerated Rx fair. Cont nerve pain noted
P: Continue - upgrade per tol. Re-eval progress next visit





[signature]
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	[illegible]		[illegible]							

DYNAMIC HAND THERAPY

Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dullberg Physician: Dr. Segerman Date: 6-4-12

Diagnosis: (R) forearm laceration of ulnar flexors & ext 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 for 10 min.

OBJECTIVE:

Wound/Scar: _____

See flow sheet for:

☑ Edema: ↓'d .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 mob, STM, PROM, strengthening via putty, WTs, BTE program.

Assessment/therapist impression: In spite of strengthening activities pts grip cont. to ↓ & his pain has not improved. Recommend pt return to MD for surgical evaluation

Goals: STG's met: ☐ yes ☑ no LTG's met: ☐ yes ☑ 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] OTR/L
Therapist Signature

[signature] 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: 1100 Units: 5

Tx Time Out: 215 Total Time Based Time: _____

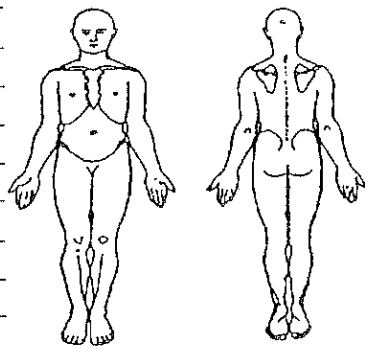
Date: 06 / 04 / 12 # Visits Prior To Today: 37 of 32 Total Treatment Time: _____

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	Theraputic 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 flow sheets



PAIN SCALE 0 10

THERAPIST / CREDENTIALS

LICENSE NO. _____

DYNAMIC HAND THERAPY
Initial Evaluation

Name: Paul Dullberg 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 c chain saw

Surgical Hx: Date 7-9-12 Procedure Cubital tunnel Release / Neurolysis
Date _____ Procedure _____

PMH &/or Hx relevant to injury: DJD C-3-7, (L)UE ulnar nerve transposition 4-5yrs 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: Hypersensitivity & burning ulnar forearm into RF & SF

☑ Range of Motion Rt elbow, forearm, wrist & digits

☑ Edema Moderate edema in forearm, wrist & digits

☐ Strength NT

Flexibility: *Intrinsics/Extrinsics:* 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 heavy utensils

Other Relevant Findings: _____

Patient name: Paul Dulberg

Assessment/Therapist impression: Pt presents c̄ mod. edema & pain, ↓'d elbow, wrist & forearm AROM, ↓'d functional use of (R), dominant, U.E.

Skilled Therapy needed in order to: Manage pain & edema, ↑ AROM, ↑ functional grasp & pinch, ↑ functional UE use

Functional Goals:

Short term 4 wks

1. ↓ edema in forearm & at wrist crease by .2-.3 cm to ↑ functional AROM
2. Pt to report pain of 5/10 or less c̄ use of (R) UE for ADL's
3. Pt to ↑ active elbow / by 5-10° to improve ability to reach items in refrigerator & closets

Long term

1. Maximize function of (R) UE for return to (I) 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 Moist heat, HVPC, U.S., cryo – PRN

Manual Techniques Sm edema & scar mob, PROM

Therapeutic Exercise/Activities AROM 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.

[signature] OTR/C 7-16-12 Dr. S. Sagerman DOC 7/12/12

Therapist Signature date Physician Signature date

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: 1:30 Units: 3

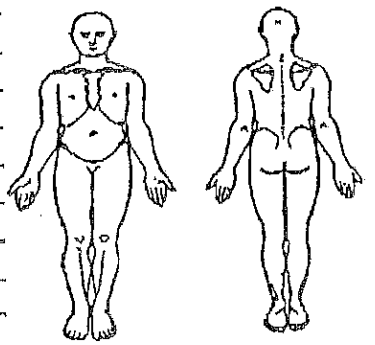
Tx Time Out: 2:45 Total Time Based Time: _____

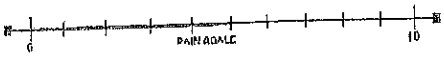
Date: 07 / 16 / 12 # Visits Prior To Today: 38 of 69 Total Treatment Time: _____

RT Code	Description	Units	RT Code	Description	Units	RT Code	Description	Units
A001	PT Eval		E010	Vasopneumatic Device		C065	Gait Training	
A002	PT Re Eval		G001	Ultrasound		F000	Traction Mechanical	
A003	OT Eval	1	B001	Manual Therapy		H003	Custom WHFO Static	
A004	OT Re Eval		C001	Theraputic Activities		H006	Custom WHO Static	
F003	HP/CP		C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend	1	C003	Therapeutic Exercise	1	H018	Custom HFO Static	

Additional Treatment Codes: _____

SOAP: Soc initial Eval & flow sheet





THERAPIST / CREDENTIALS

LICENSE NO. _____

Dynamic Hand Therapy -- Active Ra[illegible] Motion Patient Name: [illegible] Dülberg

	(L)	(R)	(R)	(R)	(R)	(R)	(R)	Post-op	
Exam Date		12/6/11	1-5-12	2/6/12	4-3-12	5/3/12	6/4/12	7-16-12	
Shoulder									
Flexion									
Extension									
Abduction									
External Rotation									
Internal Rotation									
Elbow & Forearm									
Flexion	146	134	140	146	137	137	142	135	
Extension	0	-3	-15	5	5	5	5	30	
Pronation	75	65	65	70	75	70	75	70+	
Supination	75+	65	85	75+	80	75	75	70	
Wrist									
Flexion	80	75+	80	80	85	78	80	75	
Extension	75+	55	60	65	60	65	70+	65	
Radial Deviation	25	20+	15	15	30	15	20	20	
Ulnar Deviation	45	30+	25	35	20	40	30+	30	
Thumb					WNL		WNL		
MCP Extension/Flexion									
PIP Extension/Flexion									
Radial Abduction									
Palmar Abduction									
Opposition									
Index Finger									
MCP Extension/Flexion									85
PIP Extension/Flexion									90+
DIP Extension/Flexion									50
TAM									
Long Finger									
MCP Extension/Flexion									85
PIP Extension/Flexion									95+
DIP Extension/Flexion									65
TAM									
Ring Finger									
MCP Extension/Flexion									80
PIP Extension/Flexion									95+
DIP Extension/Flexion									75
TAM									
Small Finger									
MCP Extension/Flexion									75
PIP Extension/Flexion				+20° abduction					85+
DIP Extension/Flexion									65
TAM									
Therapist initials	WPS	WPS	DW	DW	DW	WPS	DW	DW	DW

Dynamic Hand Therapy Edema Flow Sheet

Patient Name: Paul DeBerg

post op

	Date	Date		Date		Date		Date		Date		Date	
	1/5/12	1/5/12		4/3/12		5/4/12		6/4/12		7/6-12			
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	=	22.5		22.5		22.0	↓.5	22.9	↑.9		
metacarpals	20.8	21.5 ~~22.0~~	↑.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													
Trial 2 Ethan Crease								30.3		31.5	↑1.2		
Trial 3 4" distal								27.0		27.1	↑.1		
Average								27.5		28.1	↑.6		
Therapists Initials	NW	NW		NW		NW		NW		NW			

Dynamic Hand Therapy Grip/Pinch Strength Flow Sheet

Patient Name: Paul Dulberg

Exam Date	12/6/11	12/6/11	1/5/12		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*	140
Average:	109				126#	141#	114	138	113#	141#
Grip Curve-Jamar Dynamometer					↑2 17# 89%		(112# from last month)	(↓3#)	(80%)	
Intrinsics 1st position										
2nd position										
3rd position										
4th position							90	105		
Extrinsics 5th position							80	100		
Rapid Alternation Test										
Pinch Strength					Pinch-o-meter broken					
3-pt (3-jaw chuck)	26	29	previous ulnar nerve transposition left upper				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			DW	DW	MPS	MPS	DW	DW

* pain in groin

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		G005	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	Theraputic 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	

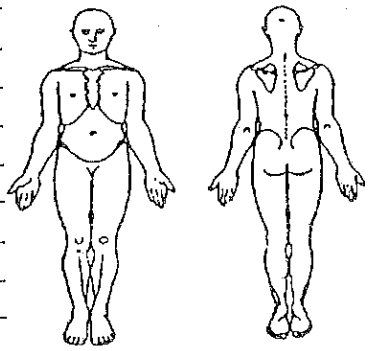
Additional Treatment Codes:

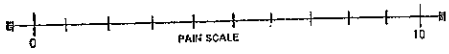
SOAP: S: "My elbow is still swollen and sore. But I can move my SF better.

O: Continue per Rx flow sheet. No adverse effects to UHP noted. Edema remaining in elbow/f/a and hand. Pt presents w improved ability to manipulate and isolate SF/RF motion.

A: Tolerated Rx for - continued edema noted, but improved RF and SF motion noted.

P: Continue to upgrade per pt tol. Continue isolated tendon gliding





THERAPIST / CREDENTIALS

LICENSE NO. _____

10693
07-23-12 02:46pm

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: _____

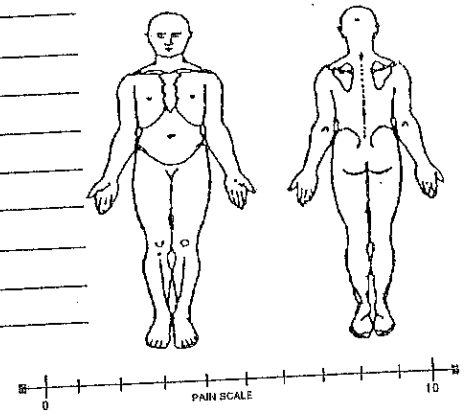
Tx Time Out: _____ Total Time Based Time: _____

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		F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Theraputic 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: No new c/o or reports of significant D's since last visit
O: MHP x 10 min prior to STMC edema mobs of hand & dorm, AROM of elbow forearm wrist & hand. Functional activities included PVC pipe tree & BB transfers. PROM of elbow & forearm as tol
A: Tol well c̄ min c/o. ↑'ing flexibility of UE & ↓'ing edema noted
P: Cont c̄ P.O.C.



[signature] OTR/L
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	Theraputic 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	

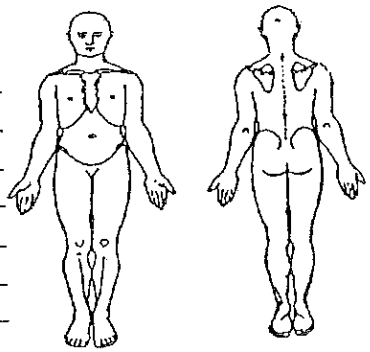
Additional Treatment Codes:

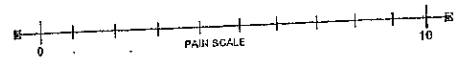
SOAP S: Pt notes that he is better able to grip large jars c̄ (R) hand now.

O: MHP x 10 min followed by pulsed V.S. to forearm scar (20% 1.0 W/cm²) c̄ 0 adverse effects. Scar mob, STM of forearm, AROM & PROM of elbow & wrist. Functional activity - magnet pulls.

A: Tol well c̄ min C/O. Occasional "shooting" pains in forearm c̄ AROM of elbow.

P: Cont c̄ P.O.C.





[signature] OTR/C

THERAPIST / CREDENTIALS

LICENSE NO. _____

10693
07-30-12 01:01pm

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

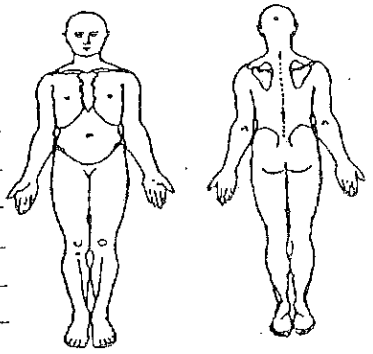
Tx Time Out: 2:00 Total Time Based Time: _____

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		F008	Traction Mechanical	
A003	OT Eval		B001	Manual Therapy	1	H003	Custom WHFO Static	
A004	OT Re Eval		C001	Theraputic 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 saw the MD. He said I need compression on myel bow.
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 scar control, STM, A/A ROM, place & hold, Intrinsic exs, isolated FDS. Initiated pulleys to ↑ overall nerve excursion.
A: Sharp pain remains in forearm, but ability to perform isolated FDS and ROM have improved. Improved overall ROM noted since Sx. IF isolated FDS is decreased per pt report.
P. Continue to upgrade, per pt tol. MD ordered compression sleeve - applied Tubigrip E



0 PAIN SCALE 10

[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	Theraputic Activities		H006	Custom WHO Static	
F003	HP/CP	NC	C002	Neuromuscular Re-Ed		H005	Custom WHFO Dynamic	
F004	Estim Unattend		C003	Therapeutic Exercise	2	H018	Custom HFO Static	

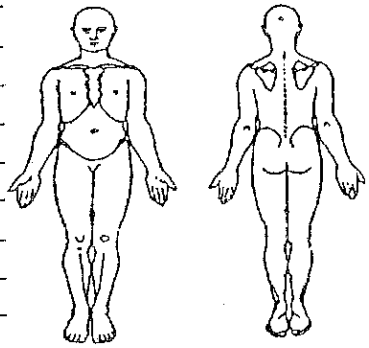
Additional Treatment Codes: _____

SOAP: S: "My arm feels very swollen around the area of my scar."

O: Presents w/ a region of edema at level of distal scar — No sign of infection noted, but scar tissue seems to have developed in this area. Cont per Caplan Sheet. Applied US to scar tissue 1 8m prior to STM.

A: Scar tissue is forming in synovial regions. Improved "strength" reported by patient while grasping objects.

P: Continue to upgrade per pt tolerance. US to scar tissue prior to STM / stretching.



0 PAIN SCALE 10

THERAPIST / CREDENTIALS

LICENSE NO. _____

Open Advanced MRI

PATIENT: DULBERG, PAUL
MRN: 1585839
DOB: [redacted]

PHYSICIAN: LEVIN, MD, KAREN
EXAM: MR FOREARM W/ AND W/O 73220
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

If there are any questions about this fax or you are not the intended recipient, Please call 1-888-874-4674.

Open Advanced MRI

DULBERG, PAUL
MR FOREARM W/ AND W/O 73220
02/03/2012

Thank you for referring your patient to Open Advanced MRI of Round Lake.

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

If there are any questions about this fax or you are not the intended recipient. Please call 1-888-674-4674.

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 #: [redacted]

Date of Birth: [redacted]
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 #: [redacted]
Date of Birth: [redacted]
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 #: [redacted]
Date of Birth: [redacted]
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 #: [redacted]
Date of Birth: [redacted]
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
Arlington Heights, IL 60005
TEL: 847/956-0099 * FAX: 847/956-0433

Patient name: Paul Dulberg
SS #: [redacted]
Date of Birth: [redacted]
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.
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Arlington Heights, IL 60005
TEL: 847/956-0099 * FAX: 847/956-0433

Patient name: Paul Dulberg
SS #: [redacted]
Date of Birth: [redacted]
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.

Thank you for the opportunity to participate in his care.

Sincerely,

Scott D. Sagerman, M.D.
SDS/cla

515 W. ALGONQUIN RD, STE 120
ARLINGTON HEIGHTS, IL 60005
TEL: 847-956-0099
FAX: 847-956-0433

565 LAKEVIEW PKWY, STE 140
VERNON HILLS, IL 60061
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FAX: 847-956-0433

222 N. LASALLE, STE 260
CHICAGO, IL 60601
TEL: 312-214-2222
FAX: 312-223-1075

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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.

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

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

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.

24

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.

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

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.

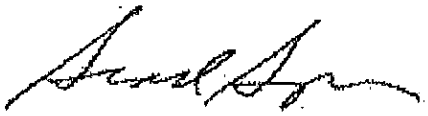
A Betadine and/or alcohol prep was performed. Precautions following the injection were explained. The patient tolerated the procedure well. Following the procedure there were no complaints. The patient was instructed to contact the office if any adverse reactions were noted.
| 1% Lidocaine HCl Injection, 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.

[x] 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
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: Dulberg, Paul

DOI: _____ DOS: _____ [ ] MUST BE SEEN TODAY [X] UPDATED ORDERS [ ] CAN BE RESCHEDULED

DIAGNOSIS: lateral Epicondylitis CODE _____

THERAPY: ORDER/EOR _____ 1-2 VISITS 1-2 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
- ✓ AROM
- ✓ PROM/STRETCHING
- ✓ STRENGTHENING
- _____ BTE
- _____ EDEMA CONTROL
- _____ SCAR MGMT/MOBILIZATION
- _____ DESENSITIZATION
- ✓ HOME PROGRAM
- PREVENTION

WOUND CARE
- _____ WHIRLPOOL
- FREQUENCY _____
- _____ DRESSING CHANGES
- TYPE _____
- FREQ _____

MODALITIES
- ✓ ULTRASOUND/PHONOPHORESIS
- _____ ELECTRICAL STIM _____
- _____ FLUIDOTHERAPY
- _____ PARAFFIN
- _____ IONTOPHORESIS _____ DEXAMETHASONE
- ✓ COLD/HOT PACKS
- _____ BIOFEEDBACK

SPLINTING: _STATIC _DYNAMIC
_ SERIAL STATIC
_ HAND BASED THUMB CMC
SPLINTS ALTERNATIVES

TO: _____

SPLINTING INSTRUCTIONS

SPECIAL THERAPY INSTRUCTIONS

NIRSCHL
Protocol

WORK READINESS

SIGNATURE: _____ DATE: 9/8/13

MICHAEL I. VENDER, M.D. SCOTT D. SAGERMAN, M.D. PRASANT ATLURI, M.D. SAN J. BIAFORA, M.D. MICHAEL V. BIRMAN, M.D.
SIGNATURE OF M.D. CONSTITUTES MEDICAL NECESSITY

APR-22-2013 MON 02:16 PM P. 002

4-29-13

DYNAMIC HAND THERAPY
Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr. Sagerman Date: 4-22-13

Diagnosis: (L) Lateral Epicondylitis Date of Injury: 11/12

Surgical Hx: Date _____ Procedure _____ Start of Care: _____

Number of visits to date: _____

SUBJECTIVE:
Pain: 0 /10 at rest / best 3-4 /10 with activity / at worst "Spikes up to 6/10

Details: Only using splint now "after I hurt it", Pain spikes w quick supination movements

Function/ADL's:
Improvements: Opening potato chip bags, Sing pain w most activities, lifting ½ 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: T'd elbow ✓ d supination

☑ Strength: (L) grip T'd 16#, (L) 3pt T'd 2#, (L) 2pt T'd 3#, (L) lat pinch T'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 LTG's met: ☐ yes ☐ no~~

Revised functional goals:

1. D/C OT: & H.E.P.
2.
3.

APR-22-2013 MON 02:16 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 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:

Therapist Signature

Physician's Signature 4/23/13 date

Fax this page back to 847-587-3346

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	
Measurements: Kg Lb		R	L	R	L	R	L	R	L	R	L
Grip Strength – Jamar 2nd Position											
Trial 1		100	85	101	130	108	119	114	135		
Trial 2		110	110	102	137	110	130	84	136		
Trial 3		116	99	119	136	99	116	102	136		
Average		109	98	107#	134#	105	129	100	136		
Grip Curve – Jamar Dynamometer											
Intrinsics: 1st Position											
2nd Position											
3rd Position											
4th Position											
Extrinsics: 5th Position											
R / L Alternating Test											
Pinch Strengths											
3-Point (3-Jaw Chuck)		16	12	15	23	11	22(21#)	15	24(19)		
2-Point (Pad)		8	13	11	13	14	12(11#)	13	15(13)		
Lateral Key		17	20	15	23	20	20(17#)	20	28(21)		
Examiner's Initials		JMS	ADU	JMS	ADU	JMS	ADU		ADU		

APR-22-2013 MON 02:17 PM P. 005

Dynamic Hand Therapy -- Active E... of Motion Patient Name: Paul Dulberg

Exam Date	2/12/13	3/1/13	3/28/13	3/29/13	4/22/13				
Shoulder									
Flexion									
Extension									
Abduction									
External Rotation									
Internal Rotation									
Elbow & Forearm									
Flexion	100	120-135	148	151	155				
Extension	14	20-8	0	0	-8				
Pronation	65	70	70	75	75+				
Supination	70	75	75	75	80				
Wrist									
Flexion	45	70+	75	75	75				
Extension	65	70+	70	75	70				
Radial Deviation	25	25	30	30	25				
Ulnar Deviation	25	35	30	35	30+				
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	AWS	AWS	NW	AWS	NW				

FAXED 8/29/13 LH

DYNAMIC HAND THERAPY
Re-Evaluation of Progress, Goals and Plan of Care

Patient: Paul Dulberg Physician: Dr. Sagerman Date: 8/22/13
Diagnosis: (L) Lateral Epicondylitis Date of Injury: 11/12
Surgical Hx: Date 7/8/13 Procedure Cortisone Injection (L) elbow Start of Care: 7/23/13
~~Number of visits to date:~~

SUBJECTIVE:
(L) Pain: ϕ /10 at rest / best 2-3 /10 with activity / ~~at rest~~ 5-6/10 c̄ heavy grasp.
Details: Pain improved from 3-4/10 c̄ activity ; 5-6/10 at worst unchanged
Function/ADL's:
~~Improvements: Bringing hand to mouth (re-white drinking from glass)~~
Continued difficulties: Straight arm lifting of objects

OBJECTIVE:
Wound/Scar: ϕ
See flow sheet for:
☐ Edema: No sig. edema noted
☐ Sensation:
☑ ROM: Slight improvements noted in ✓/✓, sup in LUE
☑ Strength: (L) 3pt ; 2pt pinch improved ; (B) grasp decreased (R > L)
Treatment summary to date: Focus of Pr has been STM, stretching, deep tissue massage, and modalities (MHP ; US)

Goals: STG's met: ☐ yes ☑ no LTG's met: ☐ yes ☑ no

Revised functional goals:
1. TBA ✓ pt RTOT
2.
3.

08/25/2013 MON 8:54 AM [TX/RX NO 6851] 0003

Patient: Paul Dulberg Date: 8/22/13

Assessment/therapist impression: Pt has made some improvements, but has also regressed in grasp bilaterally — 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 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: Needs HEP

Date

[signature] 8/29/13

Therapist Signature

The above notes have been reviewed.
Physician's Signature date
New RX will be provided if appropriate

Fax this page back to 847-587-3346

08/26/2013 MON 8:54 AM [TX/RX NO 8851] 0004

Dynamic Hand Therapy Grip / Pinch Strength Flow Sheet

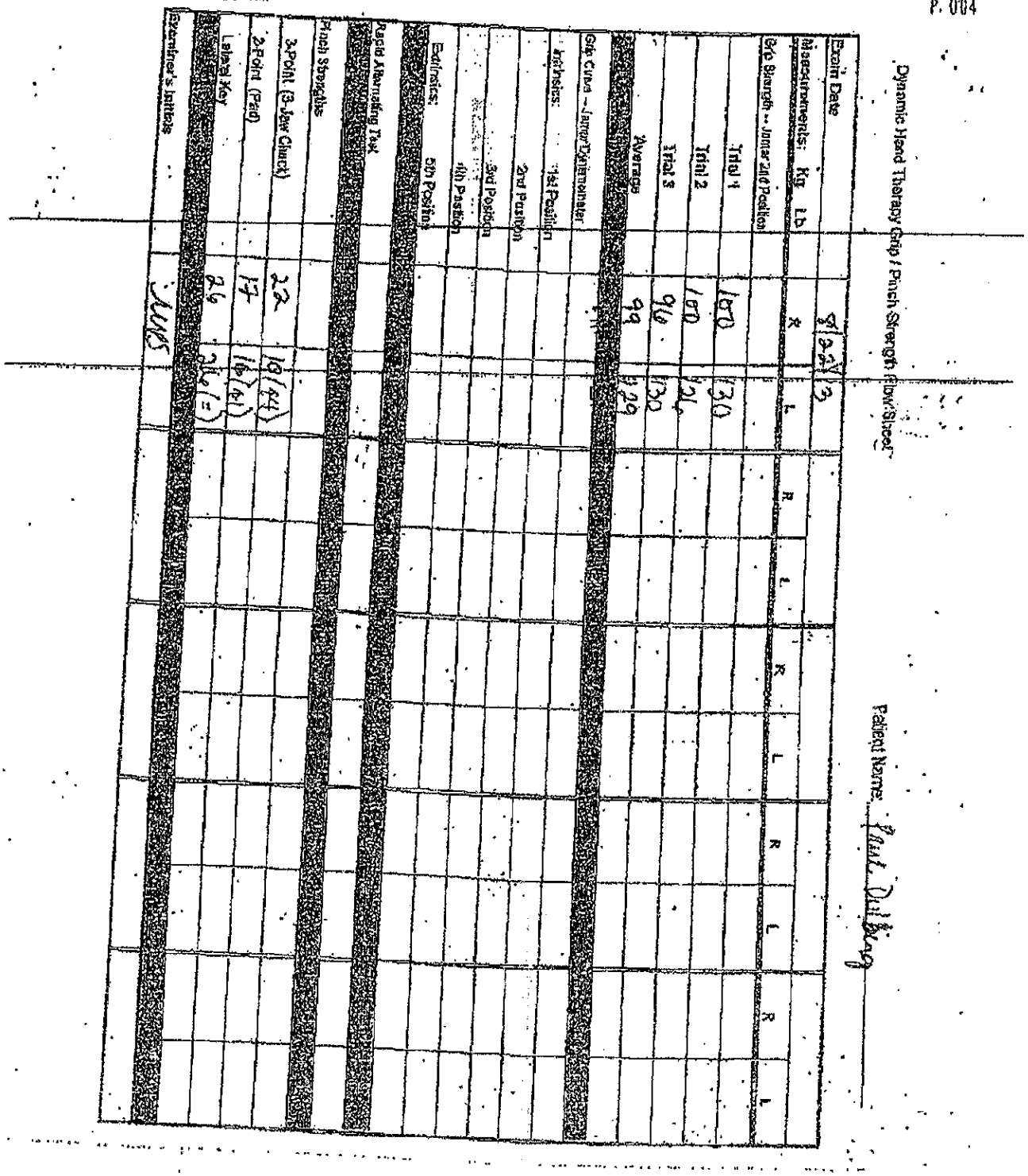
Patient Name: Paul Dulberg

Exam Date	1/30/13		2-28-13		3/29/13		4/22/13		7/23/13	
Measurements: Kg Lb	R	L	R	L	R	L	R	L	R	L
Grip Strength – Jamar 2nd Position										
Trial 1	100	85	101	130	108	113	114	135	119	130
Trial 2	110	110	102	137	110	130	84	136	109	126
Trial 3	116	99	119	136	99	116	102	136	125	145
Average	109	98	107#	134#	105	120		136	118	134
Grip Curve – Jamar Dynamometer										
Intrinsics: 1st Position										
2nd Position										
3rd Position										
4th Position										
Extrinsics: 5th Position										
Alternating Test										
Pinch Strengths										
3-Point (3-Jaw Chuck)	16	12	15	23	11	22 (↓1#)	15	24 (↑2)	22	15
2-Point (Pad)	8	13	11	13	14	12 (↓1#)	13	15 (↑3)	15	15
Lateral Key	17	20	15	27	20	20 (↓7#)	20	28 (↑8)	25	26
Examiner's Initials	MPS		NN		MPS		NN		MPS	

Dynamic Hand Therapy Grip / Pinch Strength Flow Sheet

Patient Name: Paul Dulberg

Exam Date	8/22/13									
Measurements: Kg Lb	R	L	R	L	R	L	R	L	R	L
Grip Strength -- Jamar 2nd Position										
Trial 1	100	130								
Trial 2	100	126								
Trial 3	96	130								
Average	99	129								
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)	22	19(44)								
2-Point (Pad)	17	16(41)								
Lateral Key	26	26(=)								
Examiner's Initials	MPS									



Dynamic Hand Therapy -- Active Range of Motion Patient Name: Paul Dulberg

Exam Date	12/12/12 (L)	1/30/13 (L)	2/28/13 (L)	3/29/13 (L)	4/22/13 (L)	7/23/13 (L)	8/22/13 (L)	
Shoulder								
Flexion								
Extension								
Abduction								
External Rotation								
Internal Rotation								
Elbow & Forearm								
Flexion	100	70+ 135	148	151	155	148	149	
Extension	14	70 -8	0	0	-8	-6	-4	
Pronation	65	75	70	75	75+	75+	75+	
Supination	70	75	75	75	80	75	75+	
Wrist								
Flexion	65	70+	75	75	75	75	[illegible]	
Extension	65	70+	70	75	70	70		
Radial Deviation	25	25	30	30	25	25		
Ulnar Deviation	25	35	30	35	30+	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	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	

DATE OF SERVICE	CPT	DESCRIPTION	CHARGE	INSURANCE PAID	PATIENT PAID	ADJUSTMENTS	INSURANCE BALANCE	PATIENT BALANCE	TOTAL BALANCE
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			306.00	0.00	0.00	0.00	0.00	306.00	306.00
07-23-13	97003	Occupational Therapy Eval	187.00	0.00	0.00	0.00	0.00	187.00	187.00
07-23-13	97140	Manual Therapy Techniques	75.00	0.00	0.00	0.00	0.00	75.00	75.00
07-23-13	97035	Ultrasound	59.00	0.00	0.00	0.00	0.00	59.00	59.00
Total			321.00	0.00	0.00	0.00	0.00	321.00	321.00
07-29-13	97140	Manual Therapy Techn [2]	150.00	0.00	0.00	0.00	0.00	150.00	150.00
07-29-13	97110	Therapeutic Exercise	86.00	0.00	0.00	0.00	0.00	86.00	86.00
07-29-13	97035	Ultrasound	59.00	0.00	0.00	0.00	0.00	59.00	59.00
Total			295.00	0.00	0.00	0.00	0.00	295.00	295.00
08-01-13	97035	Ultrasound	59.00	0.00	0.00	0.00	0.00	59.00	59.00
08-01-13	97140	Manual Therapy Techniques	75.00	0.00	0.00	0.00	0.00	75.00	75.00
08-01-13	97110	Therapeutic Exercise	86.00	0.00	0.00	0.00	0.00	86.00	86.00
Total			220.00	0.00	0.00	0.00	0.00	220.00	220.00
08-05-13	97140	Manual Therapy Techn [2]	150.00	0.00	0.00	0.00	0.00	150.00	150.00
08-05-13	97110	Therapeutic Exercise	86.00	0.00	0.00	0.00	0.00	86.00	86.00
08-05-13	97035	Ultrasound	59.00	0.00	0.00	0.00	0.00	59.00	59.00
Total			295.00	0.00	0.00	0.00	0.00	295.00	295.00
08-09-13	97110	Therapeutic Exercise [2]	172.00	0.00	0.00	0.00	0.00	172.00	172.00
08-09-13	97140	Manual Therapy Techniques	75.00	0.00	0.00	0.00	0.00	75.00	75.00
08-09-13	97035	Ultrasound	59.00	0.00	0.00	0.00	0.00	59.00	59.00
Total			306.00	0.00	0.00	0.00	0.00	306.00	306.00
08-16-13	97140	Manual Therapy Techn [2]	150.00	0.00	0.00	0.00	0.00	150.00	150.00
08-16-13	97110	Therapeutic Exercise	86.00	0.00	0.00	0.00	0.00	86.00	86.00
08-16-13	97035	Ultrasound	59.00	0.00	0.00	0.00	0.00	59.00	59.00
Total			295.00	0.00	0.00	0.00	0.00	295.00	295.00
08-19-13	97110	Therapeutic Exercise	86.00	0.00	0.00	0.00	0.00	86.00	86.00
08-19-13	97140	Manual Therapy Techniques	75.00	0.00	0.00	0.00	0.00	75.00	75.00
08-19-13	97035	Ultrasound	59.00	0.00	0.00	0.00	0.00	59.00	59.00
Total			220.00	0.00	0.00	0.00	0.00	220.00	220.00
08-22-13	97110	Therapeutic Exercise [3]	258.00	0.00	0.00	0.00	0.00	258.00	258.00
08-22-13	97140	Manual Therapy Techniques	75.00	0.00	0.00	0.00	0.00	75.00	75.00
Total			333.00	0.00	0.00	0.00	0.00	333.00	333.00
10-02-13	L3608	WHFO, Rigid w/o joints	445.00	0.00	0.00	-375.00	0.00	445.00	445.00
Total			445.00	0.00	0.00	-375.00	0.00	70.00	70.00

321
295
220
295
306
295
220
333
445
2730

Hand to Shoulder Associates
Formerly Hand Surgery Associates, S.C.
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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
633 Clark Street
Evanston, IL 60201
July 1981 - June 1983
Bachelor of Science, 1985

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:

Short W., Sagerman S., TFCC Repair: Radial-Sided Tear In: Chow J ed. Advanced Arthroscopy 2000: 219-224.

Sagerman S., Palmer A., Short W., Triangular Fibrocartilage Complex Injury and Repair In: Watson K., Weinzweig J., ed. The Wrist. Lippincott Williams & Wilkins. 2001: 607-613.

Sagerman S., Vender M.I., Infections. In: Kasdan Morton L. ed. Occupational Medicine: State of the Art Reviews. Vol. 13 No. 3, Philadelphia: Hanley & Belfus, 1998.

Sagerman S., Vender M.I. Distal Radioulnar Joint. In: Kasdan, Morton L., Jebson, P. ed. Hand Secrets. Philadelphia: Hanley & Belfus, Inc. 1998; 107-112.

Vender M.I., Sagerman S. Compression Neuropathies. In: Kasdan, Morton L., Jebson, P. ed. Hand Secrets. Philadelphia: Hanley & Belfus, Inc., 1998; 133-138.

Sagerman S., Truppa KL. Diagnosis and Management of Occupational Disorders of the Shoulder. In: Kasdan, Morton L., ed. Occupational Hand & Upper Extremity Injuries & Diseases. 2nd ed. Philadelphia: Hanley & Belfus, Inc., 277-285, 1998.

Pomerance, J., Sagerman, S. "Replantation and Revascularization in a Community Based Microsurgical Practice". Alexian Medical Review, Vol. 13, No. 1: Fall 1997.

Pomerance, J., Truppa, K., Bilos, Z.J., Vender M.I., Ruder, J.R., Sagerman, S.D., "Replantation and Revascularization of the Digits in a Community Microsurgical Practice". Journal of Reconstructive Microsurgery, Vol. 13, No. 3: 163-170, April 1997.

Sagerman S., Palmer A.K., "Wrist Arthrodesis Using A Dynamic Compression Plate". J. Hand Surgery (Br.), 21B: 4: 437-441, 1996

Sagerman S., Short W., "Arthroscopic Repair of Radial-Sided Triangular Fibrocartilage Complex Tears". J. Arthroscopic and Related Surgery, Vol.12, No.3: 339-342, June 1996.

Sagerman S., Zogby R., Palmer A., Werner F., Fortino M., "Relative Articular Inclination of the Distal Radioulnar Joint - A Radiographic Study". J. Hand Surgery, 20A:597-601, 1995.

PUBLICATIONS (Cont):

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.

Christoffel K., Marcus D., Sagerman S., Bennett S., "Adolescent Suicide and Suicide Attempts - A Population Study". Ped Emer Care 4(1):32-40, March 1988.

Tanz R., Christoffel K., Sagerman S., "Are Toy Guns Too Dangerous?". Pediatrics. 75(2):265-268, February 1985.

Christoffel K., Tanz R., Sagerman S, Hahn Y, "Childhood Injuries Caused by Non-powder Firearms". Am J Diseases of Children. 138:577-561, June 1984.

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.

Sagerman S., "Flexor Tendon Injury and Repair". Presented at S.U.N.Y. Health Science Center, Department of Orthopaedic Surgery Grand Rounds, Syracuse, NY - November, 1992.

Sagerman S., "Management of Extremity Snakebite Wounds". Presented at Emory University, Department of Orthopaedic Surgery Grand Rounds, Atlanta, GA - March, 1992.

Sagerman S., Roberson R., "Total Hip Arthroplasty Using the Mecron Ring". Presented at Southern Orthopaedic Association Residents Conference, Atlanta, GA - November, 1991.

PRESENTATIONS (Cont):

Sagerman S., Fleming L., "Long-Term Results of Distal Ulna Replacement Arthroplasty". Presented at American Orthopaedic Association Residents' Conference, Kansas City, MO April, 1991.

Sagerman S., Fleming L.,"Long-Term Results of Distal Ulna Replacement Arthroplasty". Presented at Southern Orthopaedic Association Residents' & Fellows' Conference, Washington, D.C. 1989.

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: [redacted]
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 m² **Body Mass Index:** 24.37 kg/m²

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.

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, MD

Marcus G. Talerico, M.D.

Referred by: Dr. Karen Levin
Primary Care Physician: Dr. Sek
Other: n/a

Fax Created - Dated 12/5/2011 9:13:05 AM - Referring Physician: MD

Addendum - Date: 06/21/12

06/21/12 -- Patient clarified that this injury occurrred 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 complaints 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.

Referred by: Dr. Karen Levin
Other: Hans Mast(Attorney)

[redacted]

MEDICAL HISTORY

Initial Symptoms Onset: (Immediate) Gradual Date of Injury 6/28/2011

41 Year old (R)/L/A handed F/M:
Patient @ 5 month old of laceration @ chainsaw 2½ inch hole in forearm & it was sutured @ the ER. Pt was no bone or major nerve damage. Patient have due to shooting pains up & down arm & sleep disturbance also interfering work 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 @ night 7/8.
Intermittent Continuous
Sleep disturbance
Sensory: Th 1 M R S Tingling
Intermittent Continuous
Numbness Tingling Paresthesias
Other: Swelling
Stiffness
Triggering
Crepitus
Cold intolerance
Color Change
Mass

Left (-)
Mild Moderate Severe
Intermittent Continuous
Sleep disturbance
Sensory: Th 1 M R S
Intermittent Continuous
Numbness Tingling Paresthesias
Swelling
Stiffness
Triggering
Crepitus
Cold intolerance
Color Change
Mass

Neurology Karen Levin

(R) volar medial forearm

Previous similar symptoms/injury: (No) Yes

Emb 2005 (-) 8/11

Treatment to date:

Tetanus: 6-28-2011 Therapy:

Current Medications: Antibiotics NSAIDs Pain Medication
Name/Route/Frequency NAPROXIN for NECK & degenerative disc in neck.

Steroids Injections (No) Yes

Splint/cast: (No) Yes

Previous Surgery: No (Yes) ULNAR NERVE TRANSPOSITION Left arm

- intermittent shooting pain
- N/T intermittent ring + small

Previous tests and results

EMG/NCV: (No)/Yes DR. LEVIN
MRI: (No)/Yes
X-Ray: (Yes) 6/28/11
Arthrogram: (No)/Yes
Bone Scan: (No)/Yes
CAT scan: (No)/Yes

- grip weakness & endurance
- Ø therapy

Height 5'10" Weight 165 BMI

OT

Occupation/Hobbies: Graphic designer

Referred By DR. LEVIN Age 41

Examined in the presence of (KD) Date 12/21/11

Name: DOLBERG, PAUL

(+) numbness (-) fine motor

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Page	Statement Date	Due Date	Office Phone Number	Account #	Patient Balance	Show Amount Paid Here $
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Patient: Paul Dulberg						
		Balance Forward	116.00			
		---- Balance Forward Total				116.00
Provider: Sagerman, Scott D						
Voucher: 751730						
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
Voucher: 767730						
05/14/12	99212	Office Outpt Est 10 Min	90.00			
		---- Visit Total				90.00
Voucher: 841480						
06/06/12	99214	Office Outpt Est 25 Min	171.00			
		---- Visit Total				171.00
Voucher: 887630						
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
Provider: Biafora, Sam J						
Voucher: 818900						
05/17/12	99213	Office Outpt Est15 Min	116.00			
		---- Visit Total				116.00
Voucher: 887640						
07/09/12	64718	Neurp&/Trpos Ur Nrv Elb	829.00			
07/09/12	64708	Neurp Major Prph Nrv Ar	838.00			

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Account Number: 80330
Office Phone Number: (847)956-0099

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Ins. Pending: 0.00
Patient Balance: Continued

08428 2116426 016856 016856 00001/00002 920966912

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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	

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37400 EAGLE WAY
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Account Number:	80330
Office Phone Number:	(847)956-0099
Ins. Pending:	0.00
Patient Balance:	8791.00

08428 2116426 016857 016857 00002/00002

92096S11028

Account Summary
Hand Surgery Associates SC

Account: 80330

Paul Dulberg
4606 Hayden Ct
McHenry, IL 60051

Home: [redacted]
Work:
Cell:

	Current	31-60	61-90	Over 90	Balance
Self:	0.00	0.00	0.00	9384.00	9384.00
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:	9384.00

Account Type: LITIGATI Stmt? Y Dun? Y 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&/Trpos 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&/Trpos 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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February 29, 2012

FRANK SEK, M.D.
4606 W. ELM STREET
MC HENRY, IL 60050

RE: PAUL DULBERG
OV: 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.
Sparing 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.

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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SPECIALISTS IN THE SHOULDER, ELBOW WRIST AND HAND

MICHAEL I. VENDER, MD. PRASANT ATLURI, M.D.
SCOTT D. SAGERMAN, M.D. SAM J. BIAFORA, M.D.
MICHAEL V. BIRMAN, M.D.

Patient ID: 80330
Patient Name: PAUL DULBERG
Date of Birth: [redacted]
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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SCOTT D. SAGERMAN, M.D. SAM J. BIAFORA, M.D.
MICHAEL V. BIRMAN, M.D.

Patient ID: 80330
Patient Name: PAUL DULBERG
Date of Birth: [redacted]
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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MICHAEL V. BIRMAN, M.D.

Dr. Biafora

Patient ID: 80330
Patient Name: PAUL DULBERG
Date of Birth: [redacted]
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 ny 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, Flexdine, 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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MICHAEL V. BIRMAN, M.D.

Patient ID: 80330
Patient Name: PAUL DULBERG
Date of Birth: [redacted]
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 he 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/sld

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MICHAEL I. VENDER, MD. PRASANT ATLURI, M.D.
SCOTT D. SAGERMAN, M.D. SAM J. BIAFORA, M.D.
MICHAEL V. BIRMAN, M.D.

Patient ID: 80330
Patient Name: PAUL DULBERG
Date of Birth: [redacted]
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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HAND SURGERY ASSOCIATES, S.C.
SPECIALISTS IN THE SHOULDER, ELBOW WRIST AND HAND

MICHAEL I. VENDER, MD. PRASANT ATLURI, M.D.
SCOTT D. SAGERMAN, M.D. SAM J. BIAFORA, M.D.
MICHAEL V. BIRMAN, M.D.

Patient ID: 80330
Patient Name: PAUL DULBERG
Date of Birth: [redacted]
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: [redacted]
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. Sagerman 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: [redacted]
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: [redacted]
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: [redacted]
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: [redacted])
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.
Scott D. Sagerman, MD./sld

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MICHAEL V. BIRMAN, M.D.

Patient ID: 80330
Patient Name: PAUL DULBERG
Date of Birth: [redacted]
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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MICHAEL V. BIRMAN, M.D.
PRASANT ATLURI, M.D.
SAM J. BIAFORA, M.D.
AJAY K. BALARAM, M.D.

Patient ID: 80330
Patient Name: PAUL DULBERG
Date of Birth: [redacted]
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

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History & Physical Report #2

Paul Dulberg
8/26/2013 10:57 AM
Location: VH Office
Patient #: 80330
DOB: [redacted])
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 & 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.

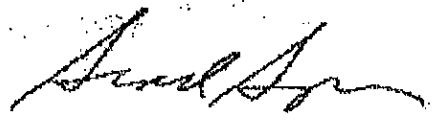
[xx] Unrestricted [ ] Restricted Therapy: [ ] Yes [ ] No

[ ] 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 Kujawa

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)

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

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

CYCLE 07/13/12

OUT P

NORTHWEST COMMUNITY HOSPITAL
800 W CENTRAL
ARLINGTON HTS, IL
847 618-4747
FEI # 362340313

60005-2349

BIRTH-DATE

HOSP. NO.

PATIENT NAME	PATIENT NUMBER	SEX	AGE	ADMISSION DATE	DISCHARGE DATE	DAYS
S G						
DULBERG, PAUL	71265382	M	42	07/09/12		

GUARANTOR NAME AND ADDRESS

PAUL R DULBERG
4606 HAYDEN COURT
MCHENRY IL 60051

C.O.B.	INSURANCE COMPANY NAME	GROUP NUMBER	POLICY NUMBER
1	SELFPAY		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 BIO		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

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PATIENT NUMBER	PLEASE REFER TO PATIENT NUMBER ON ALL INQUIRIES AND CORRESPONDENCE.	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
71265382				

NORTHWEST COMMUNITY HOSPITAL
ARLINGTON HTS, IL

U01

WC DAY SURGERY CENTER 75 W KIRCHOFF RLINGTON HT IL 600052349 476184747	NORTHWEST COMMUNITY HOSP PO BOX 95865 CHICAGO IL 6069	03 PAT CNTL # 71265382 b. MED REC. # 0001307925 45 FED. TAX NO 363540436	4 TYPE OF BILL 0831 6 STATEMENT COVERS PERIOD FROM 070912 THROUGH 070912

PATIENT NAME: DULBERG ,PAUL	8 PATIENT ADDRESS: 4606 HAYDEN COURT		
BIRTHDATE: [redacted]	11 SEX: M	12 DATE: 070912	ADMISSION 13 HR: 12 14 TYPE: 3 15 SRC: 1 16 DHR:
17 STAT: 01	CONDITION CODES 18 19 20 21 22 23 24 25 26 27 28	29 ACDT STATE	30
OCCURRENCE CODE DATE	32 OCCURRENCE CODE DATE	33 OCCURRENCE CODE DATE	34 OCCURRENCE CODE DATE
35 OCCURRENCE SPAN CODE FROM THROUGH	36 OCCURRENCE SPAN CODE FROM THROUGH	37	

AUTO OWNERS INS
6000 TALLGATE
SUIT D
ELGIN IL 60123

	39 VALUE CODES CODE AMOUNT	40 VALUE CODES CODE AMOUNT	41 VALUE CODES CODE AMOUNT
a			
b			
c			
d			

REV CD	43 DESCRIPTION	44 HCPCS / RATE / HIPPS CODE	45 SERV DATE	46 SERV UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
402	ULTRASOUND	76942	070912	1	51100		
490	AMBUL SURG	64718RT	070912	1	585500		
001	PAGE 01 OF 01	CREATION DATE	071712	TOTALS	636600		

PAYER NAME	54 HEALTH PLAN ID	53 REL INFO	51 ASS BEN	54 PRIOR PAYMENTS	55 EST. AMOUNT DUE	56 NPI	57 OTHER PRV ID
AUTO OWNERS INS		Y	Y			1194782342	

INSURED'S NAME	59 P REL	60 INSURED'S UNIQUE ID	61 GROUP NAME	62 INSURANCE GROUP NO
DULBERG ,PAUL	18	CLM#13-2779-11		

TREATMENT AUTHORIZATION CODES	64 DOCUMENT CONTROL NUMBER	65 EMPLOYER NAME

3542 9552

ADMIT DX	70 PATIENT REASON DX	71 PPS CODE	72 ECI	73
3542	3542		E9289	

PRINCIPAL PROCEDURE CODE DATE	OTHER PROCEDURE CODE DATE	OTHER PROCEDURE CODE DATE	76
449 070912			
OTHER PROCEDURE CODE DATE	OTHER PROCEDURE CODE DATE	OTHER PROCEDURE CODE DATE	

76 ATTENDING	NPI 1841383031	QUAL 1G	F54646
LAST SAGERMAN		FIRST SCOTT	
77 OPERATING	NPI 1841383031	QUAL 1G	F54646
LAST SAGERMAN		FIRST SCOTT	
78 OTHER	NPI	QUAL	
LAST		FIRST	
79 OTHER	NPI	QUAL	
LAST		FIRST	

REMARKS

81CC a	B3261QA1903X	
b		
c		
d		

T = G SVC = DSC FC = P

-04 CMS-1450 APPROVED OMB NO. 0935-0997

NUBC

THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF

07/09/2012 12:02

NORTHWEST COMMUNITY HOSPITAL / DAY SURGERY CENTER

PATIENT FACE SHEET

PATIENT

PATIENT NUMBER	ADM. DATE	ADM. TIME	NRS ST	ROOM/BD	FCL	TP/SVC	REG BY	CLN CD	MEDICAL RECORD NO.
71265382	07/09/12	12:02			S	G / DSC	RBAGG	DSC	0001307925

PATIENT NAME AND ADDRESS	S.S. NUMBER	AGE	DATE OF BIRTH	SEX	RACE	M/S	PATIENT STATUS
DULBERG ,PAUL R 4606 HAYDEN COURT MCHENRY IL 60051-	XXX-XX-XXXX	42	[redacted]	M	1	S	OA

PHONE	RELIGION	CNTRY CD
[redacted]	NOP	

CASE MGR	COMPLAINT/DX
	RIGHT ULNAR NEURITIS
	NCMG(Y)/Elec Ord(Q):

EMPLOYER

NONE
7777 WINN ROAD
SPRING GROVE IL 60081-
WORK PHONE 999/999-9999

GUARANTOR

DULBERG ,PAUL
4606 HAYDEN COURT
MCHENRY IL 60051
HOME PHONE [redacted]

NEXT OF KIN

PRIMARY
DULBERG ,BARB
HOME PHONE [redacted]
WORK PHONE / - EXT
RELATIONSHIP ADULT CHIL

SECONDARY
HOME PHONE / -
WORK PHONE / - EXT
RELATIONSHIP

INSURANCE

Ins 1: S99 SELFPAY
Pol #: 00000 Type:
DULBERG
4606 HAYDEN COURT
MCHENRY , IL 60050-
Sub1: DULBERG ,PAUL
Phn #:847/497-4250
Grp #:00000
SELF
COB: 1
Vfy: Y

Ins 2:
Pol #: Type:
Sub2:
Phn #:/ -
Grp #:
COB:
Vfy:

Ins 3:
Pol #: Type:
Sub3:
Phn #:/ -
Grp #:
COB:
Vfy:

EPISODE INFO

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		Sex	Birth Date	Age	MR Number	Account Number
DULBERG, PAUL R		Male	[redacted]	42	0001307925	71265382
Admit Date	**Discharge Date**	**LOS**	**Financial Class**		**Disposition**	
07/09/12 12:02 PM	07/09/12 12:02 PM	1	Self Pay			
Attending Physician		**Coder**			**Patient Type**	
SAGERMAN, SCOTT D MD		Litty Vincent			O/P Day Surgery Center (DSC)	

Reason for visit

3542 Lesion of ulnar nerve

Secondary Diagnosis

9552 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	APC Total Weight	Total CMS Reimbursement
1344.01	18.88	1075.21

Bill Type	Claim Type	Claim Disposition	Condition Code
131	Single day proc	No edits on claim	None of the above

nch Northwest Community Hospital

Outpatient Coding Summary

Patient Name		Sex	Birth Date	Age	MR Number	Account Number
DULBERG, PAUL R		Male	[redacted]	42	0001307925	71265382
Admit Date	**Discharge Date**	**LOS**	**Financial Class**		**Disposition**	
07/09/12 12:02 PM	07/09/12 12:02 PM	1	Self Pay			
Attending Physician		**Coder**			**Patient Type**	
SAGERMAN, SCOTT D MD		Litty Vincent			O/P Day Surgery Center (DSC)	

Reason for Visit

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APC Total Reimbursement	APC Total Weight	Total CMS Reimbursement
1344.01	18.88	1075.21

Bill Type	Claim Type	Claim Disposition	Condition Code
131	Single day proc	No edits on claim	None of the above

nch Northwest Community Hospital

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 then 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 7/8/12 13:[illegible]

Witness Signature [signature] Date and Time 7/8/12 17:[illegible]

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

NCH Item # 56917

Northwest Community Hospital
Arlington Heights, IL 60005

14675CONSN

AUTHORIZATION FOR PERIPHERAL NERVE BLOCK PLACEMENT

Form # 001.175-07/11-1-PS

1. I hereby authorize 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 (State Name of Patient) 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) X Paul Dulberg (SIGNATURE OF PATIENT)

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)

7/9/12 1230
(DATE/TIME)

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB ([redacted] 0001307925
SAGERMAN, SCOTT D MD

NCH Item # 1143 (front)

Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

246 01 CONSN

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 surgiere 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 anestesiólogo, 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 [redacted] 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:

Name	Relationship	*(Cell Phone Number)*
Barb	mom	

☐ ***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: X Paul Dulberg Date: _____

BLOCK

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB 0001307925
SAGERMAN, SCOTT D MD

NCH Item # 57533



Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

2-

14629CONSN



SHARING PATIENT INFORMATION FORM

Form # 001.170-09/11-1-SD

UNIVERSAL CONSENT

LANGUAGE SERVICES [PL] (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 [PL] (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 [PL] (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 [PL] (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.

ASSIGNMENT OF INSURANCE BENEFITS AND RELEASE OF RECORDS [P.D.] (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.D.] (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.D.] (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.D.] (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 _____

Date of Service _____

NCH Employee Witness Signature _____ Date _____

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB 0001307925
SAGERMAN, SCOTT D MD



UNIVERSAL CONSENT

LANGUAGE SERVICES [PL] (please initial)
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[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: _____

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ASSIGNMENT OF INSURANCE BENEFITS AND RELEASE OF RECORDS [PD] (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 [PD] (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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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 _____ Date _____

DAY SURGERY CENTER PATIENTS

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- 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:

Name	Relationship	*(Cell Phone Number)*
Barb	mom	

☐ ***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: X Paul Dulberg Date: _____

BLOCK

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB _____ 0001307925
SAGERMAN, SCOTT D MD

Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

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14629CONSN

SHARING PATIENT INFORMATION FORM

NCH Item # 57533

Form # 001.170-09/11-1-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.

Patient/Patient Rep Signature

Nurse Signature 7/9/12 Date and Time 540

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB 0001307925
SAGERMAN, SCOTT D MD

Northwest Community Hospital
Arlington Heights, IL 60005

14054DISR

Regional Anesthesia/ Single Block Injection Discharge Instruction Sheet

NCH Item # 56906

Form # 005.789-12/11-1-PS

Original -- Chart

Photocopy -- Patient

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: Norco

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 in/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

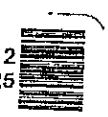
keep dressing dry, elevate (R) arm, sling x24 o

I have received and understand the above instructions:

Patient Signature _____ Nurse Signature _____ RN Date 7/9/12

Guardian/Adult with Patient Signature Barb Dulberg Date 7/9/12

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB _____ 0001307925
SAGERMAN, SCOTT D MD



Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005



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
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

100037HP

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
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DULBERG, PAUL
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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: 7/9/12 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

☑ ID bracelet on ☐ ALLERGIES denies
☐ allergy bracelet on

Scaled Weight: 76.1 kg Height 5'9" Last menses N/A
Vital Signs: T 98.1 ☐ oral ☐ axillary ☐ tympanic ☑ temporal
P 60 Resp 19 BP 102/63 SaO2 100% on RA
NPO since 1700 7/8/12 Last Void 1220

Check For Following and/or Remove:		Impairments:
Present	Removed	
☐ make up/nail polish	☐	☐ none
☐ jewelry/piercing/ring	☐	☐ hearing (right / left)
☐ dentures/partials	☐	☐ mobility ☐ vision
☐ glasses/contact lenses	☐	☐ speech ☐ language
☐ wig	☐	☐ prosthesis _____
☐ hearing aid (right/left)	☐	Implants: ☐ none ☐ pacemaker
☐ other _____		☐ joint replaced ☐ ICD
Given to _____		☐ other _____

☑ Surgical side/site verified with patient/family/guardian.
Surgical site location right hand RN Initials _____

IV: Time: 1345 Solution: LR Gauge: 20g
Site: Lt hand Rate: KVO By: _____

IV: Time: _____ Solution: _____ Gauge: _____
Site: _____ Rate: _____ By: _____

Preps: ☐ enema ☐ foley catheter ☐ other _____
☐ anti-embolism stockings ☐ SCD (☐ OR aware)
☐ Hair clipped: time _____ location _____ by _____
☐ Skin 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: _____ RN

CHART REVIEW

☐ Old Records _____ ☑ Consent completed _____
☐ H&P complete _____ ☐ Advanced directives _____

Underline Test Ordered - Check Box & Initial Results On Chart:

☐ Basic Metabolic _____	☐ Pregnancy Test _____
☐ CBC / with Diff _____	☐ Blood Glucose denies
☐ Comp. Metabolic _____	☐ U/A _____
☐ Micro Rhogam _____	☐ Urine Culture _____
☐ PT/PTT _____	☐ CXR _____
☐ Coagulation Profile _____	☐ EKG _____
☐ HIV _____	☐ Other _____

Abnormal Labs	Anes. notified	M.D. notified	Comments	Init

Blood Orders:
☐ Type and screen _____ Directed donor blood available _____
☐ Type and crossmatch _____ Autologous blood available _____
Number of units ordered _____

Nurses' Notes: 7/9/12 - 1310 VS stable
NPO + OR'd not pos
Allergies
Rocha RT 5

Initials	Signature	Date

Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB (0001307925
SAGERMAN, SCOTT D MD

154 00 PIOP

PRE-PROCEDURE PLAN OF CARE

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	
☐ Language	☐ Vision	☐ Language	☐ Vision
☐ Hearing	☑ Physical Limitations	☐ Hearing	☐ Physical Limitations
☐ Cognitive	☐ None	☐ Cognitive	☑ None

☐ Comment _____

Readiness to learn is evidenced by:

☐ Asking questions ☐ Verbalization of treatment plan ☐ Focusing attention

Patient preference for learning:

☐ Demonstration ☐ Printed material
☑ Verbal Instruction/discussion ☐ Return demonstration
☐ Video (if available) ☐ Other _____

Teaching Plan and Material

	Discussed	Provided		Discussed	Provided
DSC Brochure	☐	☐	Pre Operative Instructions	☐	☐
Pre Operative Booklet	☐	☐	Pain Management	☐	☐
Advance Directives	☐	☐	Herbal/Dietary Supplement	☐	☐
☐ Carelink			Peripheral Nerve Block	☐	☐
☐ Complete on ADM			Crutch Walking	☐	☐
☑ Not Interested			Smoking Cessation	☐	☐

☐ Other _____

RN Signature: _____ Date/Time 6/26/12

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

NCH Item # 64479

Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington 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

Dulberg, Paul
Pls mom Accde 4:30

Monday

Date of Procedure	7/9	7/9	
Time of Procedure	1:30	200	
Time of Arrival	1:30	1200	

☑ 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.

directions to DSC given

☑ 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: _____

☑ 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 Marcelan Saffe Date/Time 6/26/12

☑ Phone Interview

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

NCH Item # 26675

Northwest Community Hospital
Arlington Heights, IL 60005

15401PIOP

PRE-OPERATIVE INSTRUCTIONS

Form # 005.033-08/10-2-SD

White Copy (Chart) Yellow (Patient)

DATE: 7/9/12 | SURGEON: Sagerman, Kinfry | ALLERGIES: NKOA

DIAGNOSIS PER SURGEON: Right ulnar Neuritis

NOTES: DS #7
14:02-14:14
Vs sinus block
Right supraclavicular block
versed 3mg, Fentanyl 50mg,
2 cc 0.5% Bupivacaine Epiline

TIME 14:30 15:00 16:00 17:00

ANESTHETIC AGENTS
O_2 (L/M) Mask 4 4 4
N_2O (L/M)

PROPOFOL (mg/kg/min) 100 100 80 65
KETOROLAC
[3] VERSED (mg) 2
[5] FENTANYL (mg) 50

MONITOR
☐ EKG
☐ PULSE OX / SpO_2 5m 5m 5m 5m
☐ FiO_2 99 99 98 98
☐ CAPNOGR / $EtCO_2$
☐ PC STETH
☐ TEMP
☐ BIS

☐ TOURNIQUET
☐ NERVE STIM.

PREOPERATIVE:
WT: 76 kg HT: 5'9"
B/P: 102/63
P: 66
AIRWAY: 1
PHYSICAL STATUS: 2

SUPPORTIVE DIAGNOSIS: Smoker
OSD

PREOP. MEDS
☑ PATIENT ASSESSMENT/CHART CHECKED
☑ ANESTH. MACHINE SAFETY CHECK
☑ NASAL CANNULA

260 240 220 200 180 160 140 120 100 80 60 40 20

5V 5V 5V 5V

FOOTNOTES NUMBER

POSITION: Supine

I.V. SITE: (L) FLUIDS: VR 800

TECHNIQUE: ☐ GA ☐ MAC ☒ REGIONAL (TYPE: Supraclavicular block

OPERATION: Right ulnar nerve decompression
Neurolysis at forearm

Anesthesiologist | PRINT NAME: [illegible] | SIGNATURE: [illegible]

INDUCTION
☐ MASK INDXN
☐ PREOXYGEN/ DENITROGENATION
☐ RAPID SEQUENCE
☐ CRICOID PRESS.
☐ MASK POS PRESSURE VENT

INTUBATION
☐ DIRECT LARYNGOSCOPY
MAC MILLER, WIS NO. ____
GRADE: CORDS ARYTENOIDS
EPIGLOTTIS PALATE
☐ ENDOTRACHEAL TUBE ____
☐ ORAL ☐ NASAL ☐ CUFF
AIR LEAKS AT ____ cmH2O
☐ BILAT BREATH SOUNDS
____ cm
AT ____
☐ SCCA ☐ OTHER: ____
☐ EYECARE: LAPRILUBE, TAPE, OPTIGARD
☐ PRESSURE POINTS CHECKED & PADDED

MONITORS
TYPE LOCATION
☐ A-LINE ____
☐ CVP ____
☐ S-GANZ ____
☐ TEE ____
☐ OTHER ____

POST-OP PAIN BLOCK
☐ EPIDURAL ____
☐ OTHER ____

FLUID TOTALS
CRYSTALLOID: 900
BLOOD: ____
COLLOID: ____
EBL: ____
URINE: ____
OTHER: ____

EXTUBATION
☐ FOLLOWS COMMANDS
☐ SWALLOWS
☐ SUSTAINED TET, PRESENT (50 H_2O)
☐ PHARYNX SUCTIONED
☐ SPON RESPIRATIONS, RATE ____
☐ $EtCO_2$ ____
☐ REVERSAL ____ mg(+) ____ mg
☐ NALOXONE ____
☐ HEAD LIFT > 5 SEC.
☑ PATENT TO PACU WITH ANESTHESIA MD
☑ REPORT GIVEN TO PACU RN

STATUS PACU:
☑ AWARE ☑ STABLE
☐ DROWSY ☐ UNSTABLE
☐ SOMNOLENT ☐ INTUBATED
☐ UNAROUSABLE ☐ VENTILATED

☑ NASAL O2 3 L/M
☐ MASK O2 ____ %
☐ T-PIECE O2 ____ %

TEMP. 96.4
SPO2: 95 R: 16
P: 67 B/P: 96/47

ANESTHESIA STARTED 14:43
OPERATION STARTED 15:04
OPERATION ENDED 16:08
ANESTHESIA ENDED 16:20

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

Northwest Community Hospital
Day Surgery Center
Arlington Heights, IL 60005

21502ANE

ANESTHESIA RECORD

Form # 005.095 - 05/04 - 2 - S&D

Item # 01038

NOTES

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB 0001307925
SAGERMAN, SCOTT D MD

ANESTHESIA PRE-OPERATIVE HEALTH HISTORY ASSESSMENT & PHYSICAL EXAM

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted]
SAGERMAN, SCOTT D MD 0001307925

NCH Item # 32132

Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

41501ANE

ANESTHESIA PRE-OPERATIVE HEALTH HISTORY ASSESSMENT AND PHYSICAL EXAM
Form # 002.018-02/11-1-SD

Please Print:
Patient's full name: Paul (first) middle initial J (last) Dulberg Date: 6/26/12.

Age: 42 Sex: ☒ Male ☐ Female Stated height: 5'10" Stated weight: 161 BMI 24.4
Home phone: ( ) Work phone: ( ) BMI-DOS-24.8
Primary care physician: Dr. Soch Phone #:
Specialist: Phone #:

ALLERGIES: ☒ None ☐ Yes (include food & latex, list; if yes, describe reaction).

MEDICAL / HEALTH HISTORY given by Patient obtained by ☐ In person ☒ Phone

PRE-OPERATIVE HEALTH HISTORY

		NO	YES			NO	YES			NO	YES
1.	Heart attack/disease	☒	☐	14.	Tuberculosis	☒	☐	28.	Cancer	☒	☐
2.	Chest pain/pressure	☒	☐	15.	Cold in last 2 weeks	☒	☐	29.	Blood Clots/disorders	☒	☐
3.	Irregular heart beat/palpitations	☒	☐	16.	Acid reflux/hiatal hernia	☒	☐	30.	Bruises easily	☒	☐
4.	Mitral Valve Prolapse	☒	☐	17.	Hepatitis/jaundice	☒	☐	31.	Arthritis DJD neck	☐	☒
5.	High Blood Pressure	☒	☐	18.	Liver disease/cirrhosis	☒	☐	32.	Neck/back pain	☐	☒
6.	Pacemaker/AICD	☒	☐	19.	Kidney disease/dialysis	☒	☐	33.	Glaucoma	☒	☐
7.	Shortness of breath	☒	☐	20.	Peripheral vascular/arterial disease	☒	☐	34.	Infectious Disease (C-Diff, HIV, MRSA, VRE)	☒	☐
8.	Able to climb 1 flight of stairs	☐	☒	21.	Stroke	☒	☐				
9.	Able to walk 2 city blocks	☐	☒	22.	Seizures	☒	☐	35.	Malignant Hyperthermia		
10.	Asthma/wheezing	☒	☐	23.	Motion Sickness	☒	☐		Self Family	☒	☐
11.	COPD (emphysema/bronchitis)	☒	☐	24.	Parkinson's disease	☒	☐	36.	Any Anesthesia complications		
12.	Other lung Disease	☒	☐	25.	Multiple Sclerosis	☒	☐		Self Family	☒	☐
13.	Sleep Apnea	☒	☐	26.	Diabetes	☒	☐	37.	Other illness/injury	☐	☒
				27.	Thyroid	☒	☐				

Comments:
(31) 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
(27)	Left Ulnar Nerve Transposition	10yr ago. Gen.		none
2.				
3.				
4.				
5.				
6.				
7.				

Aspirin; NSAIDS (Motrin/Advil), Coumadin, Plavix, Other blood thinners? ☒ No ☐ Yes Last taken: Naproxen - Last Sunday
Steroid use in the last 6 months? ☒ No ☐ Yes
Do you smoke? ☐ No ☒ Yes # packs/day? 1 ppd # years smoked: 20yrs 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: X Paul Dulberg Date: 7/9/12
Admitting RN Signature: Date: 7/9/12

DULBERG ,PAUL R
71265382 M 42 07/09/12
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SAGERMAN, SCOTT D MD

Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

PRE-OPERATIVE HEALTH HISTORY

NCH Item # 32132

Form #002.018-02/11-1-SD

PHYSICAL EXAM: PAT Vitals: T _____ P _____ RR _____ BP _____ SAO2 _____

Airway

DENTAL WORK:
- Loose Caps
- Partials
- Dentures

ASSESSMENT:

	Female	Male
☐ Underweight	<19	<20
☐ Acceptable	19-25	20-25
☐ Overweight	25-30	25-30
☐ Obese	30-40	30-40
☐ Morbidly Obese	>40	>40

HTN Lipid Smoker GSD

5'9" 76.1kg BMI 26

Preoperative Numbness Right Arm / Hand & CSA Medial Elbow, Ulnar

ASA CLASS: I (II) III IV V E

PREOPERATIVE ORDERS:

MEDICATIONS	TEST	REASON/DX
☑ NPO past midnight		
☑ IV: LR TKO cc TKO	☐ ECG	
☐ Reglan 10mg po OCOR	☐ CXR	
☑ Pepcid 20mg po OCOR	☐ CBC	
☑ Vallum 5 mg po OCOR	☐ Metabolic Panel, Basic	
☐ Versed _____ mg po OCOR	☐ Metabolic Panel, Comprehensive	
☐ Home med:	☐ Hepatic Function Panel	
	☐ Coagulation Profile	
	☐ PT	
	☐ PTT	
	☐ Pregnancy Test serum/urine	
	☐ Other	

Smoker HOLD for Bun

noted 7/9/12

12-lead

PLAN: Brachial Plexus block / General anesthesia

☑ Physician reviewed health history ☑ Risks discussed ☐ Patient accepts anesthesia plan

☑ Anesthesia options discussed ☐ Common complications discussed

Physician Signature: _____ Date: _____ Time: _____

Day of surgery, Patient seen and record reviewed. **Physician Signature:** _____ Date: 7/9/12 Time: 14:01

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB _____ 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

NCH Item # 32132

Form #002.018-02/11-1-S&D

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 patient; 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:	☐ yes	☐ no	(explain below)
Level of consciousness returned to baseline:	☐ yes	☐ no	(explain below)
Complications occuring during post-anesthesia recovery:	☐ yes	☐ no	(explain below)
Mental status recovered; patient participates in evaluation:	☐ yes	☐ no	(explain below)
Anesthetic follow-up care and/or observations:	☐ yes	☐ no	(explain below)

Notes: _____

Physician Signature _____ Date 9/6 Time 16:22

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

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: Y
Correct Patient: Y
Agreement Procedure Y
Correct Site / Side Y
Correct Implants Y N/A
Antibiotics Given Y 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
Anesthesiologist: S. SINGH MD DO.	SS
Nurse: M. ZIEGLER RN	MZ
Nurse:	

PATIENT MAINTAINED IN A SAFE AND SUPPORTIVE ENVIRONMENT
- ✓ Proper body alignment for self and procedure maintained
- ✓ Provide quiet environment
- ✓ Explain procedure and reassure patient
- ✓ Skin integrity maintained
- ✓ Siderails elevated
- ✓ Patient is free from extraneous objects

PATIENT POSITION: Supine ☐ Right/Left Lateral ☐ Prone ☐ Sitting Other Blanket Roll behind Right Shoulder

SKIN PREPARATION: ☐ Betadine Chloraprep ☐ Other _____ by SS O_2 per Nasal Cannula at 3 L/min

EQUIPMENT: Stimuplex Ultrasound ☐ Other _____

VITAL SIGNS:

TIME	B/P	HR	Rhythm	O_2 SAT%	RESPIRATORY RATE	RESPIRATORY DEPTH	LOC	COLOR	MEDICATIONS TYPE	MEDICATIONS DOSE	MEDICATIONS ROUTE	PATIENT RESPONSE
Bline	103/63	66	—	100%	18	R	A	2				C
1328	116/69	54	NSR	99%	16	R	A	2				C
1402	117/67	52	NSR	96	16	R	A	2	VERSED	2mg	IV	C
1411	103/62	56	NSR	96	14	R	S	2	FENTANYL	50mcg	IV	C
1421	103/50	66	NSR	98	12	R	S	2				C
1431	110/58	58	NSR	98	12	R	S	2				C
1441	112/56	66	NSR	99	14	R	S	2				C

KEY: Color: 2=Pink 1=Changes in skin condition (pale,jaundice,flushed) 0=Cyanotic, Dusky, Extreme pallor
RESP Depth: 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=States Pain

NARRATIVE: Pt tolerated Procedure well, safety precautions given, Pt Comfortable, Blanket x, Both Elbows Padded & Both Heels. Mother updated - not present in lobby - updated given to Nurse Jacqueline at 1328 Pt sleeping, easily arousable. Mom updated in lobby M.D. Sagerman here to see pt prior to OR MZ

Time Patient In room 1318 Procedure start 1402 Procedure end 1414 DRESSINGS: ☐ Bandaid ☐ Tegaderm None ☐ Other _____

Time Patient Tranferred to: 1442 OR room 7 Condition: Stable /Report given to: N. Martini by MZ

ANESTHESIOLOGIST'S SIGNATURE _____

RN Initials	Signature	RN Initials	Signature
MZ	MZiegler		

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11510ANE

REGIONAL BLOCK PROCEDURE
PRE AND POST PROCEDURE ASSESSMENT/PLAN OF CARE

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: _____ Date: 6/26/12

☐ See Preoperative Health History Assessment and Exam for additional orders/comments.

Reviewing Physician Signature: _____ Date: 6/26/12

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1 1 5 0 8 A N E

OBSTRUCTIVE SLEEP APNEA SCREENING

NCH Item # 53718

Form # 005.761-08/09-1-PS

Allergies: NKA Date: 07-09-12

Pre-Operative RN confirms
- ☑ ID Band w/2 identifiers ☑ Procedural Consent
- ☑ Site Marked/☐ NA ☑ Preanesthesia assessment
- ☑ NPO Status ☑ H & P ☐ DNR ☑ NA
- ☐ Diagnostic test results; ☑ NA
- ☐ Type/Screen ☑ NA ☐ Blood available ____ units; ☑ NA
- ☑ Equipment/Implant avail; ☐ NA ☐ Isolation ☑ NA
- ☑ Pre-op antibiotic ordered ☐ NA
- ☐ VTE Prophylaxis order ☑ NA

Level of Consciousness: ☑ Responsive ☐ Non Responsive
Anxiety Level: ☑ Mild ☐ Moderate ☐ Severe
Skin Condition: ☑ Intact ☐ Other ____
Report From M. Zieglen RN at 1140
Transferred to OR per ☐ Cart ☑ Bed ☐ Chair
☐ Ambulated ☐ Carried By ____

Pre-Induction RN/Anesthesia discuss
- ☑ Confirm patient identity, and signed consent
- ☑ Allergies ☐ Latex Precautions ☑ NA
- ☑ Difficult airway/Aspiration risk/Preparation confirmed

RN Confirm
VTE prophylaxis
- ☑ NA
- ☐ SCD/Ted Hose/PlexiPulse
  - Left/Right
  - Knee/Thigh
- ☑ Medication given

RN/Scrub Confirm
- ☑ Chemical Indicators Verified

Pre-Incision Team reviews:
- ☑ Team Introductions
- ☑ Allergies
- ☑ Anticipated blood loss ☐ NA
  Blood products available ____ units
- ☑ Plan of Care discussed
- ☐ Imaging Displayed/☑ NA
- ☑ Skin prep dry per manufacturer's guideline

Other ____

	Time Out #1 at 1502	Time Out #2 at ____
Correct Patient	☑ Yes	☐ Yes
Correct Procedure	☑ Yes	☐ Yes
Correct Site	☑ Yes	☐ Yes
Site/Side Marked	☑ Yes ☐ NA	☐ Yes ☐ NA
Implants available	☑ Yes ☐ NA	☐ Yes ☐ NA
Position verified	☑ Yes	☐ Yes
Antibiotic given	☑ Yes ☐ NA	☐ Yes ☐ NA
Redose ordered	☐ Yes ☐ NA	☐ Yes ☐ NA

Preoperative diagnosis: RIGHT ULNAR NEURITIS AT THE CUBITAL TUNNEL AND DORSAL ULNAR NERVE ENTRAPMENT RIGHT FOREARM
Operative Procedure 1: RIGHT ULNAR NERVE RELEASE WITH NEUROLYSIS AT FOREARM
Start ____ Stop ____
Operative Procedure 2: ☐ NA
Start ____ Stop ____
Post operative diagnosis: ☐ Same as preoperative

OR Number	Anesthesia (Circle) General Mac Local Consed Regional (Type) BLOCK	☑ Scheduled ☐ Add-On ☐ Emergency	Acuity # 3 ASA# 2
1			

OR In 1443	Case Start 1504	Family Notified	Family Notified
OR Out 1613	Case Stop 1608	Family Notified	Family Notified

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5

3126710RR

OPERATING ROOM RECORD
AND PLAN OF CARE
PAGE 1 OF 3

	initial		initial	Date: in	out	in	out
Surgeon 1 DR. S. SAGERMAN MD		Circulator 1 S. MARTIN RN					
Surgeon 2 DR BRAFORD MD		Circulator 2 A. BELTON RN					
Assistant		Circulator relief					
Assistant		Scrub 1 V. LAWRY RN					
Anesthesiologist 1 DR. SINGH		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 ☒ Right ☒ Left | ☐ Arm at Secured Side ☐ Right ☐ Left | ☐ Fluroscopy ☐ Fluroscan ☐ X-Ray ☐ Patient shielded location _____

Check all those that apply

- ☐ Andrews Frame
- ☐ Arthroscopy leg holder Left/Right
- ☐ Axillary Roll Left/Right
- ☐ Beach chair positioner _____
- ☐ Bean Bag
- ☐ Elbow Pads Left/Right
- ☐ Fracture Table
- ☐ Hand table
- ☐ Head butler
- ☐ Head support _____
- ☐ Heel Pads Left/Right
- ☐ Jackson Table
- ☐ Kidney Rest
- ☐ Lateral Arm Holder Left/Right
- ☐ Lateral positioner _____
- ☐ Mayfield Head Holder
- ☐ Montreal Positioner
- ☐ Pillows
- ☐ Positioning Rolls
- ☐ Sandbags
- ☐ Shoulder Holder Left/Right
  - ☐ Type _____
- ☐ Spreader bars
- ☐ Stirrups (Circle) Padded Fins Candycane
- ☐ Wilson Frame

Warming/Cooling Interventions

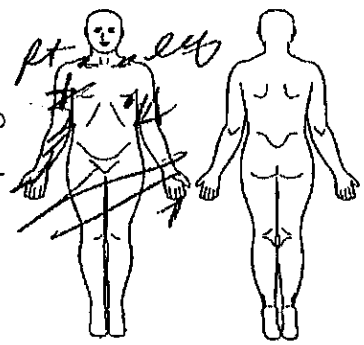
Forced Air Warming
☐ Upper ☐ Lower Setting
☐ Blanketrol Setting _____
☒ Warm Blankets

Comments: _____

Skin Preparation
☐ Betadine: ____ 10% ____ 5% ☒ CHG ☐ Chloroprep ☐ Duraprep
☐ Other: By: A.B

Hair Removal:
☐ None ☒ Clipper by DR. S. SAGERMAN MD

Item Locations
BP Cuff △
Safety Strap =
ESU Pad ☐
Monitor Leads ○
Tourniquet +
Pulse Oximeter ←
Prep ////
Reddened R
Bruise B
Decubiti D



ESU No 9841 Type _____
Bipolar 15 MEDO
Coag _____
☐ Standard ☐ Spray
Cut _____
☐ Blend ☐ Pure

ESU No _____ Type _____
Bipolar _____
Coag _____
☐ Standard ☐ Spray
Cut _____
☐ Blend ☐ Pure

Tourniquet ☒ Padded Cuff Applied By: DR SAGERMAN
8601 Inflated @ 1503 Deflated @ 1625 Pressure 250
_____ Inflated @ _____ Deflated @ _____ Pressure _____
_____ Inflated @ _____ Deflated @ _____ Pressure _____

☐ Laser Protocol Followed, Joules _____
Laser Type _____ Time _____

Additional equipment:
Type _____ Unit No _____
Setting(s) _____

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OPERATING ROOM RECORD AND PLAN OF CARE
PAGE 2 OF 3

Medications	Dose	Route	Time	Administered By	Verified: Initials

Irrigation Type	Amount	Warmed
1000 ml 0.9% NaCl WITH		Y or No
50,000 BACITRACIN		Y or No

Scrub Relief Meds Verified: Initials

Blood Products Given ☒ No ☐ Yes (See Transfusion record) ☐ Pathology (See Tissue Record) ☒ NA

Cultures ☐ Implant (See Implant Record) ☒ NA

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 _____ ☐ TYPE _____

Post-Procedure Team review:

☒ Procedure(s) Confirmed ☒ Wound Class confirmed I II III IV

☐ 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. BALAWENDER RN. by DR Singh MD

Notes _____

☐ See additional progress note ☐ NA

RN Signature(s): L Martin R. Date: 07/09/12

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OPERATING ROOM RECORD AND PLAN OF CARE

Check or fill in appropriate areas/blanks. Write NA if not appropriate.

TO BE COMPLETED BY DISCHARGE RN

Date of surgery 7/9/12 Phone Number [redacted] Alternate number ___/___/___ Admitted to _____

☒ Verify phone number(s) and permission: to call patient and/or or leave message, representative Mom - Barb

Procedure right ulnar nerve decompression + transposition, neurolysis & forearm

Anesthesiologist/Radiologist Black Singh

At time of Discharge
☐ Nausea/vomiting
☐ Able to urinate
☐ Other _____

Block time 1400

Anesthesia(circle one) General MAC Spinal Epidural Conscious Sedation Local Regional Nerve Block Single Continuous

Attempt to Call

1st 7/10/12 Date 1640 Time — Spoke with ☒ Patient ☐ Patient representative as identified above ☐ Left Message ☐ Unable to Contact

2nd ___/___/___ Date _____ Time — Spoke with ☐ Patient ☐ Patient representative as identified above ☐ Left Message ☐ Unable to Contact

4th Day (CPNB) ___/___/___ Date _____ Time — Spoke with ☐ Patient ☐ Patient representative as identified above ☐ Left Message ☐ Unable to Contact

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
Stay block worked great. Dean + wear off until this AM

Physician notified of any issues Yes No NA
Who notified/Action taken _____

Perineural Local Anesthethetic

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 _____

Date _____ ☐ No Change
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:

Reminded/Advised to contact Physician:
☒ Any problems ☒ Follow-up appt: 7-11-12

RN Signature [signature] Date 7-10-12

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14501PACU

PATIENT POST-OPERATIVE PHONE ASSESSMENT

NCH Item # 25014

Form # 005.021-03/12-1-SD

DATE / TIME	POST-OPERATIVE OUTCOME OF PROCEDURE NOTE	DATE / TIME	PRE-OPERATIVE ORDERS:
7/9 2012	SURGEON: Sagerman		
	ASSISTANT: Bafna		
		7/9/12 (1615)	
	PREOPERATIVE DIAGNOSIS: Right Cubital tunnel syndrome, ulnar nerve injury forearm		☑ STATUS OUTPATIENT:
			DISPOSITION: (select one)
			☑ Discharge when criteria met with Post-Op Instructions
			☐ To Phase III Recovery for _____ hours
			Discharge when criteria met with Post-Op Instructions
	POSTOPERATIVE DIAGNOSIS: Same		
			Discharge Instructions:
			Diet: Regular
			Medications:
	PROCEDURE PERFORMED: Right Cubital tunnel release, hemolysis ulnar nerve forearm		DOCUMENT ON MEDICATION RECONCILIATION FORM
			Incision Care: Keep dry
	FINDING / COMPLICATIONS: N/A (none)		Activity: Ulnar @ arm sling x 24°
			Follow-up: Office 7/12/12
	SPECIMENS REMOVED: None		
			Other:
	ESTIMATED BLOOD LOSS: none		Disposition/condition on discharge: stable
	Physician Signature:		Physician Signature: 7/9/12

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105O3PRGN

NCH ITEM # 5365

OUTPATIENT PHYSICIAN POST OPERATIVE ORDERS / DISCHARGE NOTE

Form # 002.011-02/09-1-PS

Directions: Check boxes to indicate a choice and select all those that apply.

ALLERGIES: NKA

GENERAL MEDICAL ORDERS

☐ Bypass Phase I Recovery

OXYGEN THERAPY:
☐Nasal Cannula at 2-6 liters per minute ☐ Wean to room air as tolerated ☐ High humidity face tent_____FIO2
☐Pulse Oximetery: 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_____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 100 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 4 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: _____ Date: 7/9/12 Time: 15:02 7/9/12 1620

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1040700RD

POST ANESTHESIA CARE
PREPRINTED ORDERS

NCH Item # E34391 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 1430 Block end time 1441

Blocks performed:	Left	Right	Single	Continuous
☐ Interscalene	☐	☐	☐	☐
☑ Supraclavicular	☐	☑	☑	☐
☐ Infraclavicular	☐	☐	☐	☐
☐ Axillary	☐	☐	☐	☐
☐ Lumbar Plexus	☐	☐	☐	☐
☐ Sciatic	☐	☐	☐	☐
☐ Femoral	☐	☐	☐	☐
☐ Popliteal	☐	☐	☐	☐
☐ tap	☐	☐	☐	☐

☐ Other _____

Ultrasound guided: ☑ Yes ☐ No

Position:
☑ Supine ☐ Lateral Left ☐ Right ☐
☐ Prone ☐ Other _____

Prep:
☑ Chlora-prep ☐ Other _____

Skin infiltration 1% Lidocaine 1 mls

Needle type: Nerve Response @:
☐ Touhy _____ Gauge _____ mA
☐ Stimuplex _____ Gauge _____ mA
☑ Other Arrow 2-1 Sure

Catheter (if applicable):
☐ Stimucath ☐ Perifix ☐ Other _____

Test dose: 1.6% Lidocaine with Epinephrine 5 mls
☑ Yes ☐ No

Secured on the skin @ _____ cm

Medication(s):	With Epinephrine	Volume (ml):
☑ Bupivacaine 0.1 %	☐ Yes ☐ No	72
☐ Ropivacaine ____ %	☐ Yes ☐ No	
☐ Mepivacaine ____ %	☐ Yes ☐ No	
☐ Xylocaine ____ %	☐ Yes ☐ No	
☐ Clonidine ____ mcg		
☐ 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: _____

Anesthesiologist Signature

7/9/12 Date 1416 Time

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DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD



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Procedural Note/Orders for Continuous Peripheral Nerve Block Infusion (CPNB)

NCH Item # E52182

Form No. 003.282-04/11-1-E

☒ Day Surgery
Fax: 847.618.7068

☐ Main OR
Fax: 847.618.7259

☐ Labor & Delivery
Fax: 847.618.8409

Admission Status: ☐ Inpatient ☒ Outpatient

Patient Name: DULBERG, PAUL DOB: [redacted] 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:

		Reason/Dx			Reason/Dx
☐	Basic Metabolic		☐	Pregnancy - Serum	
☐	CBC / with Diff		☐	Pregnancy - Urine	
☐	Comprehensive Metabolic		☐	Type & Cross	X ____ units
☐	Micro Rhogam		☐	Type & Screen	
☐	Potassium		☐	U/A	
☐	PT		☐	U/A (with reflex)	
☐	PTT		☐	EKG	
☐	Other:		☐	CXR	

DIET: ☐ NPO after midnight
☐ Per anesthesia order / guidelines.
☐ Other:

PATIENT EDUCATION PRE-OP:
☐ Continuous Peripheral Nerve Block ☐ POA Pump
☐ Epidural ☐ Single Injection Block

(3 pages)

TREATMENTS:
☐ Surgical Site Hair Removal Location:
☐ Incentive Spirometry – Instruct Pre op
☐ Enema ☐ Fleets ☐ Other:
☐ Other:

Noted 7/9/12 [illegible]

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):
☐ Other:

Patient on Dialysis ☐ Yes ☐ No
Scaled 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: [signature] Date: 6/29/12 Time:

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NCH Item # L

304270RD

PRE-SURGICAL TESTING / PRE-OPERATIVE ORDERS
Form# 003.121-02/12-1-SD

Jun 29 2012 12:28PM HAND SURGERY ASSOCIATES 8479560433 p.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	☐ cefoxitin 1 gm for pt < 80 kg 2 gm for pt ≥ 80 kg ☐ ampicillin / sulbactam 3 gm ☐ cefazolin 1 gm for pt < 80 kg 2 gm for pt ≥ 80 kg AND metronidazole 500 mg	☐ clindamycin 900 mg AND gentamicin 1.5 mg / kg ☐ clindamycin 900 mg AND ciprofloxacin 400 mg ☐ clindamycin 900 mg AND levofloxacin 500 mg ☐ clindamycin 900 mg AND aztreonam 2 gm ☐ metronidazole 500 mg AND gentamicin 1.5 mg / kg ☐ metronidazole 500 mg AND ciprofloxacin 400 mg ☐ metronidazole 500 mg AND levofloxacin 500 mg
Hysterectomy - adult pt	☐ cefazolin 1 gm for pt < 80 kg 2 gm for pt ≥ 80 kg ☐ cefoxitin 1 gm for pt < 80 kg 2 gm for pt ≥ 80 kg ☐ ampicillin / sulbactam 3 gm	☐ clindamycin 900 mg AND gentamicin 1.5 mg / kg ☐ clindamycin 900 mg AND ciprofloxacin 400 mg ☒ clindamycin 900 mg AND levofloxacin 500 mg ☐ metronidazole 500 mg AND gentamicin 1.5 mg / kg ☐ metronidazole 500 mg AND ciprofloxacin 400 mg ☐ metronidazole 500 mg AND levofloxacin 500 mg For hysterectomy WITH colon procedure ☐ clindamycin 900 mg AND aztreonam 2 gm.
CABG - adult pt **Cardiac** - adult pt **Vascular** - adult pt **Orthopedic** - adult pt Hip arthroplasty Knee arthroplasty	☐ cefazolin 1 gm for pt < 80 kg 2 gm for pt ≥ 80 kg ☐ vancomycin (MRSA risk) 1 gm for pt < 80 kg 1.5 gm for pt ≥ 80kg	☐ vancomycin 1 gm for pt < 80 kg 1.5 gm for pt ≥ 80kg ☐ clindamycin 900 mg
Other Procedures adult pt For procedures not listed above, consult published guidelines for current procedure - specific antibiotic recommendations	Common Regimens: ☐ cefazolin 1 gm for pt < 80 kg 2 gm for pt ≥ 80 kg ☐ vancomycin (MRSA risk) 1 gm for pt < 80 kg 1.5 gm for pt ≥ 80kg	Common Regimens: ☐ vancomycin 1 gm for pt < 80 kg 1.5 gm for pt ≥ 80kg ☐ clindamycin 900 mg
Pediatric Procedures consult published guidelines for current procedure - specific antibiotic recommendations	Common Regimens: ☐ 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 ☐ 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: ☐ clindamycin 10 mg / kg * for pt < 80 kg *dose rounded to the nearest 50 mg 900 mg for pt ≥ 80 kg ☐ 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

Noted 7/9/12

Other antibiotic(s) _____

Physician signature _____ Date 6/29/12 Time _____

Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

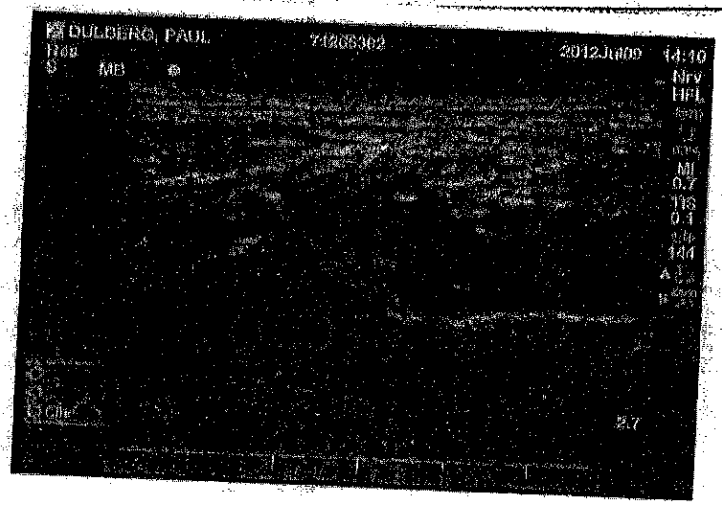
DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
NCH Item SAGERMAN, SCOTT D MD

PRE-SURGICAL TESTING / PRE-OPERATIVE ORDERS

Form# 003.121-02/12-1-SD

Jun 29 2012 12:28PM HAND SURGERY ASSOCIATES 8479560433 p.2

DATE	TIME	NOTES



DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

Northwest Community Hospital
Arlington Heights, IL 60005

1100031
Scanned Radiology Reports

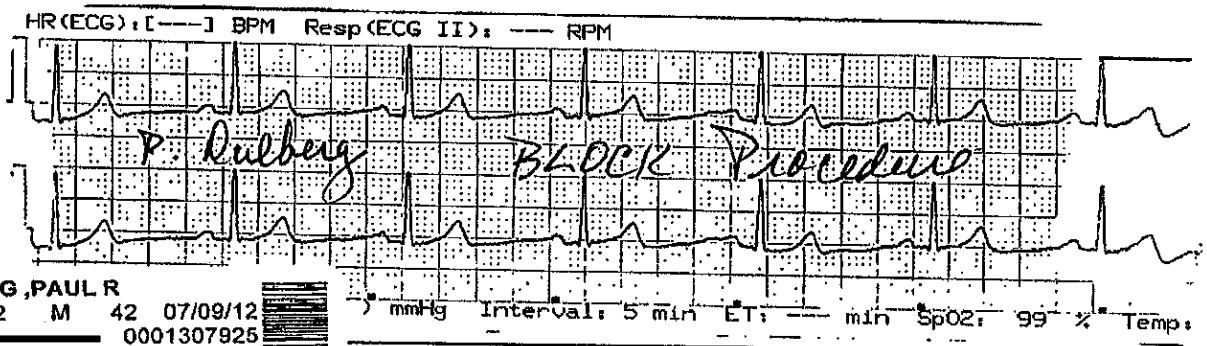
PATIENT

NCH Item # 64199

Form # 005.858-06/10-1-SD

DATE:

PR:
QRS
QT
R-R
RATE
INTERPRETATION



SIGNATURE

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

(Post 3rd report on this line)

PR:
QRS
QT
R-R
RATE
INTERPRETATION

SIGNATURE

(Post 2nd report on this line)

PR:
QRS
QT
R-R
RATE
INTERPRETATION

SIGNATURE

(Post 1st report on this line)

PR:
QRS
QT
R-R
RATE
INTERPRETATION

SIGNATURE

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

NCH Item #973

Northwest Community Hospital
Arlington Heights, IL 60005

1 2 0 0 0 E K G

ELECTROCARDIOGRAM TRACINGS

Form # 005.673-10/04-1-S&D

PROCEDURE: R ulnar nerve release with neurodyn's at forearm.

ALLERGIES: NKDA

MEDICAL HISTORY: SMOKER

SURGEON: SAGERMAN ANESTHESIOLOGIST: SEIKET

ANESTHESIA (CIRCLE ONE): GENERAL REGIONAL (w/ MAC) SPINAL EPIDURAL LOCAL

LEGEND

L = LOW, M = MED., H = HIGH, ✓ = PRESENT, / = NOT APPLICABLE, A = ADMISSION, D = DISCHARGE, * = SEE NURSES NOTES
A = ART. V = LINE
X = HEART RATE, O = RESPIRATIONS,] = BLOOD PRESS.
PULSES: +1 = FLEETING, +2 = WEAK, +3 = NORMAL, +4 = FULL & BOUNDING
G = GRAVITY, C = CLEAR, I = INTERMITTENT, CL = CLOUDY, Y = YELLOW, BL = BLOODY, BC = BLOOD CLOTS, B = BILE, SS = SEROSANGUINOUS, FB = FRANK BLOOD

AIRWAY	A	D
NONE	✓	
ORAL / NASAL		
CHIN / JAW SUPP		
ENDOTRACHEAL ORAL / NASAL cm @ LIP		
TIME OUT		

RT Method	FIO2	ON	OFF
NASAL CANNULA	3L	✓	1650
MASK			
FACE TENT			
T-PIECE			

REFLEXES	Time
COUGH	1637
SWALLOW	
LIFT HEAD	
ENCOURAGED TO COUGH/ DEEP BREATHE q 10	

LUNG SND	A	D
BILAT CLEAR	✓	

COLOR	A	D
PINK	✓	
PALE		
JAUNDICED		
DUSKY		

BED Position	Time
FLAT	
HOB ↑ 30°	A
HOB ↑ 45°	1645

DRESSING	A	PH I D	PH II D
SITE: RUE	✓	✓	✓
DRY/INTACT	✓	✓	✓
REINFORCED / CHANGED			
EXTREMITY ELEVATED	✓	✓	✓
ICE			

VENTILATOR

Time	FIO2	Rate	Tidal Vol	PEEP	Press. Supp.

RESTRAINTS: TIME ON TIME OFF

DRAINS	Size / Mode	Drng Characteristics	A	PH I D	PH II D
FOLEY					
NG POSITION VERIFIED BY AIR BOLUS					
J-P / HEMOVAC					
CONSTAVAC					
CHEST TUBE					
OTHER					

EQUIPMENT	A	PH I D	PH II D
SCD'S / TEDS			
ELECTRICOOL			
PLEXIPULSE			
SLING / IMMOB	SITE		
TRACTION	SITE		
OTHER	SITE		

PAR SCORE II

	A	D
SURGICAL BLEEDING (2) Minimal does not require dsg change (1) Moderate up to two dsg changes (0) Severe more than three dsg changes	2	2
NAUSEA / VOMITING (2) Minimal / absence of N & V (1) N & V controlled by meds (0) Uncontrolled N & V	2	2
PAIN (2) 0-2 No Pain / Mild (1) 3-6 Discomforting / Distressing (0) 7-10 Horrible / Excruciating	1	1
AMBULATION (2) Steady gait, No dizziness or meets preoperative level (1) Ambulate with Assistance (0) Unable to Ambulate	1	2
PHASE II TOTAL:	6	7

PATIENT OUTCOMES POST-PROCEDURE

- ☑ PATIENT WILL EXHIBIT PATENT AIRWAY AND GAS EXCHANGE
- ☐ PATIENT WILL DEMONSTRATE REFLEXES & LEVEL OF CONSCIOUSNESS APPROP FOR PROCEDURE
- ☑ PATIENT WILL EXHIBIT STABLE HEMODYNAMIC PARAMETERS
- ☑ PATIENT WILL EXHIBIT FLUID BALANCE WITHIN NORMAL LIMITS FOR SELF AND PROCEDURE
- ☑ PATIENT MAINTAINS BODY TEMPERATURE WITHIN PARAMETERS FOR SELF AND PROCEDURE
- ☐ PATIENT COMMUNICATES THAT DISCOMFORT IS MINIMAL OR TOLERABLE

PATIENT/SO COMMUNICATES UNDERSTANDING OF POST PROCEDURE CARE.

- ☒ VERBALIZES UNDERSTANDING OF INSTRUCTIONS
- ☒ RETURN DEMONSTRATION OF CARE IF APPROPRIATE
- ☒ DISCHARGE INSTRUCTIONS SIGNED

EXTREMITY CIRC. CHK.	RUE A	RUE PH I D	RUE PH II D	LUE A	LUE PH I D	LUE PH II D	RLE A	RLE PH I D	RLE PH II D	LLE A	LLE PH I D	LLE PH II D
TEMPERATURE	WN	WN	WN									
COLOR	PK	PK	PK									
PULSE	+	+	+									
CAPILL. REFILL	< 2	< 2	< 2									
SENSATION	T	Ø	numb									
MOBILITY	T	Ø										

INTAKE

OR / IV / BLOOD	900
ORAL	200
IV	100
BLOOD	200
TOTAL	1400

OUTPUT

OR / URINE / EBL	
URINE / VOIDED	
DRAINS	
EMESIS	
TOTAL	0

PAR SCORE I

		A	15'	D
CONSCIOUSNESS	(2) AWAKE, FOLLOWS COMMANDS (1) SLEEPY, AROUSABLE (0) NOT RESPONDING, ASLEEP	1	1	2
CIRCULATION	(2) B.P. ± 20mm OF PREANESTHETIC LEVEL (1) ± 20-50mm OF PREANESTHETIC LEVEL (0) ± 50mm OF PREANESTHETIC LEVEL 122/66 HR 63	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
O_2 SATURATION	(2) MAINTAINS O_2 SAT >92% ON ROOM AIR (1) NEEDS O_2 INHALATION TO MAINTAIN O_2 SAT. > 90% (0) O_2 SAT. < 90% EVEN WITH O_2 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
NAUSEA / VOMITING (2) Minimal / absence of N & V (1) N & V controlled by meds (0) Uncontrolled N & V	2	2	2

DATE: 7/9/12

Init.	SIGNATURE	Init.	SIGNATURE
			P. Rivera PA

PHASE I	5	ARRIVAL 1614	DISCHARGE 1711	PACU GUIDELINES OF CARE FOLLOWED ☒
PHASE II	15	ARRIVAL 1711	DISCHARGE 1812	
TRANSFERRED TO		TRANSFERRED BY	REPORT GIVEN TO	

☐ O2 ☐ EKG ☐ RN

NCH Item # 25904

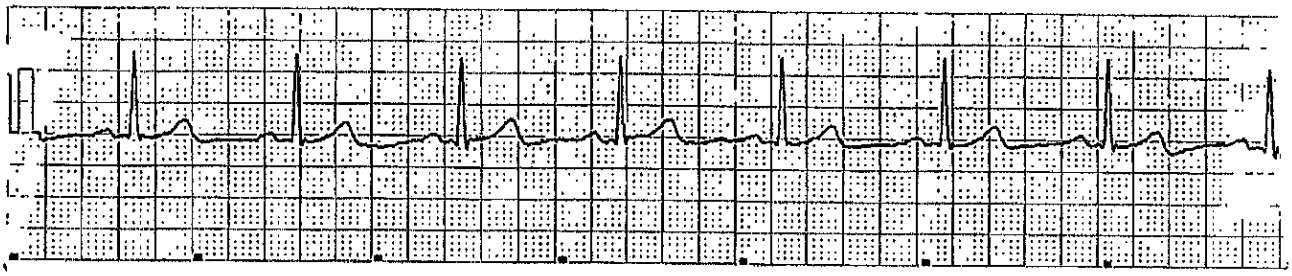
Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

40619GRP

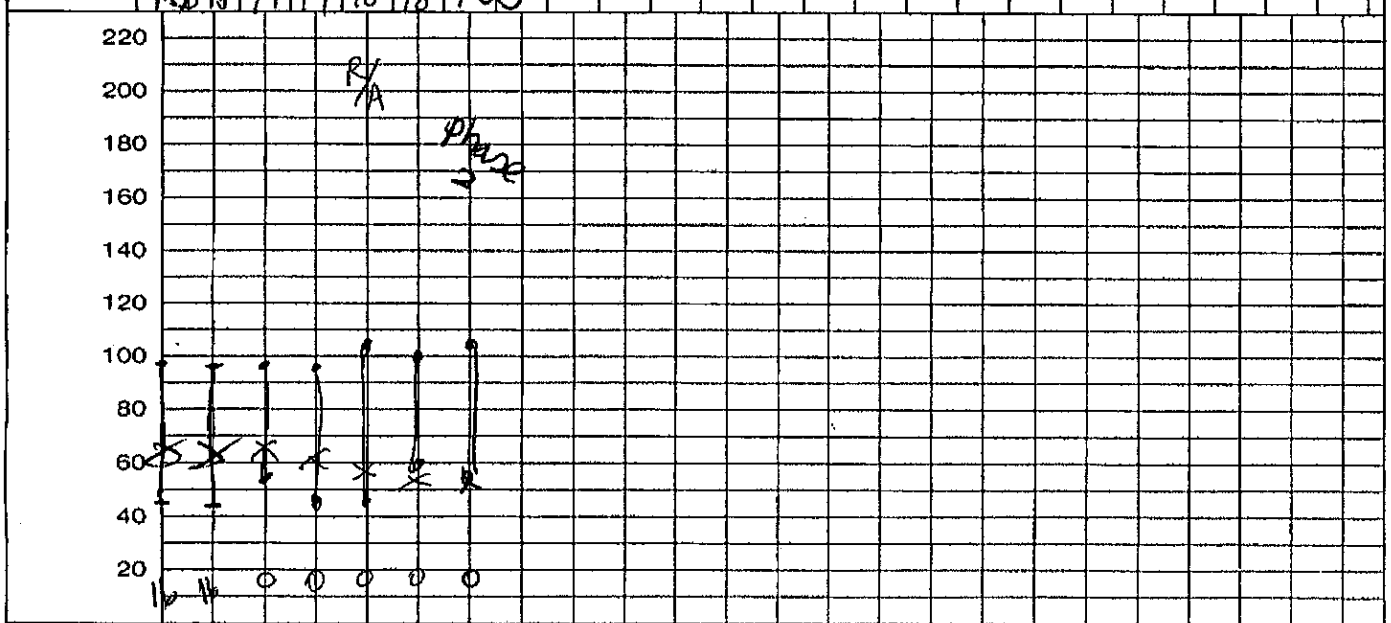
POSTANESTHESIA FLOWSHEET

DULBERG, PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

'01 - 1 - S & D



TIME	A	16 20	30	40	50	17 00	
PATIENT TEMP	964	/	/	/	/	968	968
WARMING METHOD	WB	WB	/	/	/	/	
RHYTHM STRIP	SR	SR	SR	SR	SR	SB	
PULSE OXIMETRY	95%	97	99	99	98	98	100



ED	ED	PP	PP	PP	PP	MD

Init.	SIGNATURE	Init.	SIGNATURE
MD	M	ED	[signature]
		PP	P Peters R

DATE 7/9/12

Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB 0001307925
SAGERMAN, SCOTT D MD

POSTANESTHESIA FLOWSHEET
PLAN OF CARE 2

TIME	MEDICATIONS	DOSE	RTE	LOCATION OF PAIN	PAIN SCALE	INITIALS OF NURSE
A	~~~~~			RUE	0/10	AVS

TIME	IV SOLN / IVPB MEDS	IV SITE PATENT	A		PH I D	PH II D	INIT
A	LR (L)La		900		8		PP
1653	LR #2	L/H	1000	800			

☐ 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 1900 IV CATH D/C'd AND INTACT X

PCA	DOSE mg	CONT. mg	LOCKOUT mins	4 HOUR LOCKOUT mg

PT TEACHING W/ RETURN DEMO OF PCA BUTTON ☐ AMOUNT USED

A-LINE GOOD WAVE A D

PA CATH GOOD WAVE A D

NURSE'S NOTES

TIME	
A	SIDE RAILS UP AT ALL TIMES Report from Sonya, RN. Sleepy, 97% 3LNC VS stable
1637	Opens eyes to name, returns to sleep immediately. VSS O2 on PP
1652	Pain denies, + nausea denies. VSS. O2 off. PP
1708	Dr Sagerman in to see pt. Questions addressed. PP
1711	Upright chair. VSS. To phase II #15 in stable cond. PP
1715	Received in phase 2, VSS tolerating clear liquids Family @ BR. PP
1750	Discharge instructions reviewed with patient and mother verbalized understanding PP
1812	Discharged home escorted to car without difficulty PP

Init.	SIGNATURE	Init.	
MK		PP	P. Peters RN

DATE 8/9/12

Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

POSTANESTHESIA FLOWSHEET
PLAN OF CARE 3

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

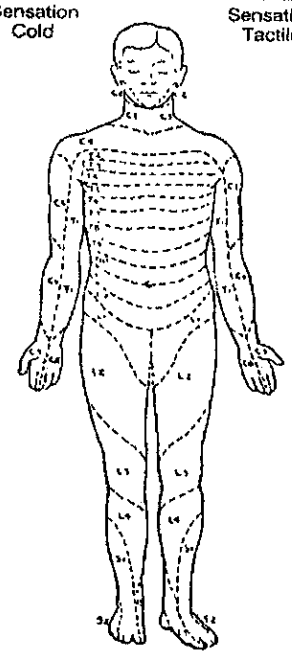
TIME													INITIALS OF NURSE

TIME	NURSE'S NOTES	INITIALS OF NURSE

CIRCLE ONE: Spinal Epidural
BLOCKS Femoral Caudal Scalene
Other

Sensation Cold

Sensation Tactile



☐ PROM q 30 minutes

Init.	SIGNATURE	Init.	SIGNATURE

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

DATE 7/9/12

Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

POSTANESTHESIA FLOWSHEET
PLAN OF CARE 4

INIT.	SIGNATURE	INIT.	SIGNATURE	INIT.	SIGNATURE	INIT.	SIGNATURE
[illegible]							

LACTATED RINGERS RATE: ~~TKO~~ 100 cc/hr	IV 1000 ML X 1 RN: [illegible] DATE: 7/10/12	1315 [illegible]		
VALIUM 5 MG (DIAZEPAM) ON CALL TO OR	PO X 1 RN: [illegible] DATE: 7/10/12	1210 [illegible] HOLD		
PEPCID (FAMOTIDINE) ON CALL TO OR	PO 20 MG X 1 RN: [illegible] DATE: 7/10/12	1210 ~~HOLD~~ ~~AOO~~ ~~BLOCK~~ [illegible]		
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 7/11/12 (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 0001307925
SAGERMAN, SCOTT D MD

NCH Item # 62496

Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

30917MAR

DSC MEDICATION ADMINISTRATION RECORD

Form # 005.850-04/10-1-SD

INIT.	SIGNATURE	INIT.	SIGNATURE	INIT.	SIGNATURE	INIT.	SIGNATURE

NORMAL SALINE RATE: TKO	IV 500 ML X 1 RN:_____ DATE:_____			
ZOFRAN (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 DOB:
MED REC NO: AGE:
ADMITTED:
PHYSICIAN:
DX:

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB 0001307925
SAGERMAN, SCOTT D MD



NCH Item # 62496

Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

DSC MEDICATION ADMINISTRATION RECORD

Form # 005.850-04/10-1-SD

1100034

Medication Reconcile Record

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 Reconcillation

Medication	Dose	Route	Freq	Last Taken	Next Dose Due	Start Date	Stop Date
Neurontin Oral *Generic: gabapentin*	900 mg Tablet	Oral	2 times per day	07/08/2012			
Norco Oral *Generic: hydrocodone-acetaminophen*	7.5-352 mg	Oral	Every 6 hours as needed				
Comment: for severe pain							
cyclobenzaprine 10 mg Tab *Generic:*	1 Tablet	Oral	As Needed	06/08/2012			
naproxen Oral *Generic: naproxen*	500 mg Tablet	Oral	2 times per day	07/06/2012			
tramadol 50 mg Tab *Generic:*	1 Tablet	Oral	As Needed	06/16/2012			
Comment: not for months							

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 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: Barb Dulberg 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.

DULBERG, PAUL R. 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: [redacted] 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	☑	☐	☐	☐
gabapentin(Neurontin Oral)	900 mg Tablet	Oral	2 times per day	07/08/2012		☑	☐	☐	☐
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	☑	☐	☐	☐
naproxen(naproxen Oral)	500 mg Tablet	Oral	2 times per day	07/06/2012		☑	☐	☐	☐
tramadol 50 mg Tab	1 Tablet	Oral	As Needed	06/16/2012	Special Instructions: not for months Strength: 50 mg	☑	☐	☐	☐

NO DATA FOUND FOR MODULE: 3. Active Inpatient Medications

New Medication Orders

Drug Name	Dose	Route	Frequency
Norco	1 tab/325	PO	1-2 tabs 4-6 hr prn

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

FORM: 1100042

DULBERG, PAUL R. 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: [redacted] Acct: 71265382
MRN: 0001307925
Requested: 07/09/2012 12:49 (LB57) Page 2 of 2

Signatures:

Any medication changes (ie, dose, route, frequency) needs to be written in the New Medication Order Section.

Physician: _____ Date: 7/9/12 Time: 1430

Physician: _____ Date: _____ Time: _____

Physician: _____ Date: _____ Time: _____

Nurse: _____ Date: _____ Time: _____

Nurse: _____ Date: 7/9/12 Time: 1620

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

FORM: 1100042

DULBERG, PAUL R. 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: ———— 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
Active - Unknown					
Neurontin Oral (gabapentin Oral) 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	

Medication Detail (continued)

Description	Dose	Route	Freq/ Rate	Form	Strength
Active - Unknown					
Norco Oral (hydrocodone- acetaminophen Oral) 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		
cyclobenzaprine 10 mg Tab (cyclobenzaprine 10 mg Tab) 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
naproxen Oral (naproxen Oral) 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	
tramadol 50 mg Tab (tramadol 50 mg Tab) 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

DULBERG, PAUL R. 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: [redacted] Acct: 71265382
MRN: 0001307925
Requested: 07/11/2012 22:01
Page 3 of 4

Medication Detail (continued)

Description	Dose	Route	Freq/ Rate	Form	Strength
Discontinued - Unknown					
hydrocodone-acetaminophen 10-650 mg Tab (hydrocodone-acetaminophen 10-650 mg Tab) 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
Inactive- ERROR - Unknown					
Bayer Aspirin Oral (aspirin Oral) 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
Active - Medical		
Neuritis (84299009) (Right)[1] ICD: 729.2 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		

Allergy Detail

Allergen	Reaction	Severity	Sensitivity Type

DULBERG, PAUL R. 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: [redacted] Acct: 71265382
MRN: 0001307925
Requested: 07/11/2012 22:01
Page 4 of 4

Allergy Detail (continued)

Allergen	Reaction	Severity	Sensitivity Type
Active			
[NS] ***No Known Allergies***			
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. Disabled.

☐ Lives Alone ☐ With Spouse / S.O. ☐ With Family Parent.
☐ Home Health Agency ☐ Assisted ☐ Retirement Comm.
☐ Foster Care ☐ Hospice ☐ Nursing Home
☐ Other

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

Functional Level Prior to Illness	Functional Level on Admission	Is Therapy Appropriate?	
I	I		Ambulation (PT)
I	I		Transfers (PT)
I	I		Toileting (OT)
I	I		Hygiene (OT)
I	I		Dressing (OT)
I	I		Feeding (OT)
I	I		Swallowing (ST)
I	I		Communication (CT)

☐ Therapy not appropriate upcoming surgery is within: 24 hours

FALL RISK ASSESSMENT (Check All That Apply)

- ☐ Previous Fall (in past 6 months)
- ☐ Mobility Problem
- ☐ Confusion
- ☐ Incontinent
- ☐ Hearing / Visual Impairment
- ☐ Meds That Put Patient at Risk of Falling
- ☐ Communication Barrier
- ☐ CNS Impairment
- ☒ None of Above

PRESSURE ULCER RISK ASSESMENT

- ☐ Braden Scale tool attatched
- ☐ Braden Scale Score ➤

CHECK IF PRESENT ON ADMISSION — EQUIPMENT/PROSTHESES USED (Check All That Apply)

- ☐ ☐ Cane
- ☐ ☐ Walker
- ☐ ☐ Crutches
- ☐ ☐ Wheelchair
- ☐ ☐ Dentures Full U L / Partial U L
- ☐ ☐ Glasses
- ☐ ☐ Contact Lenses
- ☐ ☐ Artificial Eye R L
- ☐ ☐ Hearing Aid R L
- ☐ ☐ 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	Decubitis 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	**Total Points**	0

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 Date 6/29/12 7/9/12

DULBERG ,PAUL R
71265382 M 42 07/09/12
DOB [redacted] 0001307925
SAGERMAN, SCOTT D MD

Northwest Community Hospital
Northwest Community Day Surgery Center
Arlington Heights, IL 60005

22903NUR

NURSING ADMISSION ASSESSMENT

NCH Item No. 25666

Form # 005.014-02/04-1-S&D

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

MOST MAJOR CREDIT CARDS ACCEPTED		
To pay via credit card please call 1-800-709-2715or Pay online at www.patientaccounts.netand 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

LL0029-15

☐ 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.netand use Access Code: FP897

Account #: 71265382 **Please Pay: $1,365.00** **Due Date: 08/13/2012**

Date	Description	Case #	Insurance Balance	Patient Balance
	Anesthesiology Services by Dr. S. SINGH for Dr. S. Sagerman			
07/09/2012	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

IMPORTANT MESSAGE ABOUT YOUR ACCOUNT

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.

Total Balance	$1,365.00
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

1 of 1

95156-1225

BOTOX® onabotulinumtoxinA

BOTOX PATIENT ASSISTANCE℠ Program Re-Enrollment Notification

November 10, 2014

Kathy Kujawa, *MD - Medical Doctor*
Alexian Rehabilitation Hospital
Uberto Bldg 900 Biesterfield Rd # 610
Elk Grove Village, IL 60007

Service Request Number: AL000ZOP

Dear Kathy Kujawa, MD - Medical Doctor,

The BOTOX PATIENT ASSISTANCE® Program is pleased to have provided your patient, Paul Dulberg, with BOTOX® 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® 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 patients (or guardian's) income documentation.

Acceptable forms of income documentation include one of the following:

- 1040, 1 040A, or 1060 from the most recent tax year
- W-2
- Social Security Statement

Should your patient receive coverage for BOTOX® through Medicare, Medicaid, or any other third party payer benefit, please notify the BOTOX PATIENT ASSISTANCE® 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 grant, sell, barter for or return for credit any vial you receive under this program. In addition, if you are unable to waive the administration 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® 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®.

Sincerely,

BOTOX PATIENT ASSISTANCE® Program

® mark owned by Allergan, Inc.

Allergan reserves the right to modify or discontinue the BOTOX PATIENT ASSISTANCE® Program at any time, without further notice.

BOTOX onabotulinumtoxinA

BOTOX PATIENT ASSISTANCE® Program Application Form

Date: <Date>

PROVIDER SPONSOR INFORMATION

Provider Sponsor Name: Kathy Kujawa
Address: Eberle Bldg 800 Biesterfield Rd # 810
Phone Number:
Facility Name: Alexian Rehabilitation Hospital
License Number:

Contact Person and Title: Kathy Kujawa
City: Elk Grove Village State: IL Zip: 60007
Fax Number:
○Physician's Office ○Hospital ○Other
NPI:

Please provide contact person and address for product shipment (if different from above):

Provider Sponsor Name:
Address:
Phone Number: ( )

Contact Person and Title:
City: State: Zip:
Fax Number: ( )

TREATMENT INFORMATION

Diagnosis (ICD-9 Code):

Estimated Dose (in 100 Unit vials):

I certify that I have read the Sponsor Certification 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 INFORMATION

Patient Full Name: Paul Dulberg
Address: 4600 Hayden Ct
Phone Number: [redacted]
Number of members in household:
Patient's annual gross household income: $

Social Security Number:
City: McHenry State: IL Zip: 60051
Date of Birth: 03/10/1970
U.S. Resident (including Puerto Rico and U.S. Territories): 0Yes 0No
Income Source: 01040 01040A 01000 0W-2 0Social 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, 1040A, or 1099 from the most recent tax year, W-2, or Social Security Statement.

INSURANCE INFORMATION

OHMO/EPO OPPO OPOS OIndemnity OMedicare OMedicaid ONo Insurance

Primary Insurance Company:
Policy Number: Group Number:
Address:
City: State: Zip:
Phone Number:
Subscriber's Name: Date of Birth:
Subscriber's Relationship to Patient:

Secondary Insurance Company:
Policy Number: Group Number:
Address:
City: State: Zip:
Phone Number:
Subscriber's Name: Date of Birth:
Subscriber's Relationship to Patient:

BOTOX PATIENT ASSISTANCE® Program
PO Box 1370 · 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® Program at any time, without further notice.

BOTOX
onabotulinumtoxinA

PLEASE READ DECLARATION BEFORE SIGNING FRONT OF FORM

PROVIDER SPONSOR CERTIFICATION AND CONSENT STATEMENT

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.

PATIENT CERTIFICATION AND CONSENT STATEMENT

Under this program, Allergan agrees to ship product to the sponsor for vials 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.

ADDITIONAL BOTOX® INFORMATION

- ○ 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 1370 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.

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

GUARANTOR NAME AND ADDRESS	PATIENT #	PATIENT NAME
PAUL DULBERG 4506 HAYDEN COURT MCHENRY, IL 60051	315684	PAUL DULBERG
DOB	HOME TELEPHONE	
	[redacted]	

Billing Summary

Claim ID	Procedure	Date of Service	Post Date	Type	Reason	Plan	Supervising Provider	Ins $	Pt $	Adjustment
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
							TOTAL CHARGE OUTSTANDING AS OF 12/01/2016	**$0.00**	**$0.00**	**$0.00**

ALEXIAN BROTHERS MEDICAL GROUP • 800 BIESTERFIELD RD, ELK GROVE VILLAGE IL 60007-3361

DULBERG, PAUL (id #315684, dob: [redacted]

AMITA HEALTH
NEUROSCIENCES INSTITUTE

Date: 11/22/2016

RE: **Patient:** Dulberg, Paul
DOB: [redacted]
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

KATHY KUJAWA, MD
ALEXIAN BROTHERS MEDICAL GROUP

DULBERG, PAUL (id #315684, dob: [redacted]

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	[redacted]	**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

Wt:	160 lbs 08/05/2016 10:14 am	**Ht:**	5 ft 8 in 08/05/2016 10:14 am	**BMI:**	24.3 08/05/2016 10:14 am
BP:	130/80 sitting R arm 08/05/2016 10:17 am	**Pulse:**	88 bpm regular 08/05/2016 10:17 am	**RR:**	18 08/05/2016 10:17 am
Pain Scale:	0 08/05/2016 10:14 am				

Allergies

Reviewed Allergies
NKDA

Medications

Reviewed Medications

alfuzosin ER 10 mg tablet,extended release 24 hr 01/29/16 filled
1 tab daily
Internal Note: (for bladder)

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)

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

Neurontin 600 mg tablet 11/06/14 prescribed
1.5 tabs at 8a and 12noon, and 2 tabs at bedtime; scored-tabs
Note: never started this strength due to concern of being too weak to cut the

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	$ -110.00	
	PATIENT BALANCE DUE -		$ 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: 315684A380 7890

000000525-A

Billing Summary: DULBERG, PAUL #315684 (E#315684)

ALEXIAN BROTHERS MEDICAL GROUP

printed 02/26/2016 11:09 AM

BONAVENTURE MEDICAL
FOUNDATION
PO BOX 5588
BELFAST, ME 04915-5500
billing phone: (847) 506-6622

GUARANTOR NAME AND ADDRESS	PATIENT #	PATIENT NAME
PAUL DULBERG 4606 HAYDEN COURT MCHENRY, IL 60051	315684	PAUL DULBERG
	DOB	HOME TELEPHONE
	[redacted]	

Billing Summary

Claim ID	Procedure	Diagnosis	Date of Service	Post Date	Type	Reason	Plan	Supervising Provider	Ins. 1	Ins. 2	Patient
Claim ID 3028496											
3028496	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
Claim ID 2824569											
2824569	99215	ICD-9: (33384, 33379)	07/28/2015	07/29/2015	**CHARGE**	99215	FAMILY HEALTH NETWORK - APEX HEALTHCARE INC (MEDICAID HMO)	KATHY KUJAWA	$234.00		
2824939	99215	ICD-9: (33384, 33379)	07/28/2015	01/12/2016	PAYMENT	CHECK 935849	FAMILY HEALTH NETWORK - APEX HEALTHCARE INC (MEDICAID HMO)	KATHY KUJAWA	$-54.75		
2824969	99215	ICD-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
Claim ID 2690356											
2690356	99215	ICD-9: (33384, 33379)	03/10/2015	05/22/2015	**CHARGE**	99215	FAMILY HEALTH NETWORK - APEX HEALTHCARE INC (MEDICAID HMO)	KATHY KUJAWA	$234.00		
2690356	99215	ICD-9: (33384, 33379)	03/10/2015	08/08/2015	PAYMENT	CHECK 919520	FAMILY HEALTH NETWORK - APEX	KATHY KUJAWA	$-48.00		

PAUL DULBERG
4806 Hayden Ct, McHenry, IL 600517918

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
4608 Hayden Ct McHenry, IL 600517918

RX # 2132246-05469

DATE: 06/28/11

CEFADROXIL 500MG CAPSULES
QTY: 10 NO REFILLS - DR. AUTH REQUIRED
New NDC:00093-3196-01

$ 27.99

DR A. FORD
MFG:TEVA
SMC/TNT/TNT/ /TNT

Walgreens

3926 W ELM ST MCHENRY, IL 600504361
PH: (815)363-0722

Customer Receipt

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: [redacted]

Below is a list of your Pharmacy Orders for the date range of:01/01/2012 To 03/25/2013

Wal-Mart Pharmacy,3801 RUNNING BROOK FARMS BLVD, JOHNSBURG IL-60051
NABP Number:1458074 ID: BW2107806 NPI Number :1588681852

Date Filled / Date Written	Rx / Fill ID	Drug Name / NDC	Prescriber / Physician NPI	Qty / Refill #	Days Supply	Dispense As Written	Patient Paid / TP Ref #
05/16/2012	7547463	GABAPENTIN 300MG CAP	LEVIN,KAREN FAITH	60	30	0	$ 25.79 WHI
05/16/2012	3420093	53746-0102-05	1811930811	0			94291
06/11/2012	7552483	GABAPENTIN 600MG TAB	LEVIN,KAREN FAITH	135	45	0	$ 126.08 WHI
06/11/2012	3435316	00228-2636-50	1811930811	0			91281
07/09/2012	4551869	HYDROCO/ACETAMIN	SAGERMAN,SCOTT D	25	4	0	$ 16.11 WHI
07/09/2012	3451595	7.5-325MG TAB	1841383031	0			97611
		00406-0366-01					
07/19/2012	4552169	HYDROCO/ACETAMIN	SAGERMAN,SCOTT D	35	3	0	$ 21.15 WHI
07/19/2012	3457029	7.5-325MG TAB	1841383031	0			50281
		00406-0366-01					
08/02/2012	7552483	GABAPENTIN 600MG TAB	LEVIN,KAREN FAITH	135	45	0	$ 126.08 WHI
06/11/2012	3465201	00228-2636-50	1811930811	1			03741
[redacted]							
10/02/2012	7552483	GABAPENTIN 600MG TAB	LEVIN,KAREN FAITH	135	45	0	$ 126.08 WHI
06/11/2012	3500318	00228-2636-50	1811930811	2			08581
11/16/2012	7552483	GABAPENTIN 600MG TAB	LEVIN,KAREN FAITH	135	45	0	$ 126.78 WHI
06/11/2012	3527707	00228-2636-50	1811930811	3			123211810197015999
12/28/2012	7552483	GABAPENTIN 600MG TAB	LEVIN,KAREN FAITH	135	45	0	$ 126.54 WHI
06/11/2012	3553163	00228-2636-50	1811930811	4			123631811033010999
[redacted]							
02/09/2013	7552483	GABAPENTIN 600MG TAB	LEVIN,KAREN FAITH	135	45	0	$ 126.68 WHI
06/11/2012	3580282	00228-2636-50	1811930811	5			130401804678017999
[redacted]							

Report Date :03/25/2013
Attested To By :

Total: $ 886.44

Registered Pharmacist

****PRIVATE-IF YOU RECEIVE THIS REPORT IN ERROR, PLEASE RETURN TO WAL*MART PHARMACY IMMEDIATELY.**
WAL*MART STORES, INC.

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: [redacted]

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.

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

PAGE 4

RECORD OF PRESCRIPTIONS FOR:
PAUL DULBERG
4606 HAYDEN COURT
MCHENRY IL 60050

GENDER: M BIRTH DATE: [redacted]
SENSITIVITIES:

[redacted]

RX #	DATE	BILL	DRUG	RPH	QTY	FILL#
[redacted]						
[redacted]						
00105375	9-02-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $2.00 DR KUJAWA	JS	300	0 of 5
00105375	3-17-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR KUJAWA	JS	300	5 of 5
00105375	1-12-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR KUJAWA	JS	300	4 of 5
00105375	12-09-14	APC	GABAPENTIN 300MG CAP 300MG 31722-0222-05 DS:30 $.00 DR KUJAWA	JS	300	3 of 5
00105375	11-06-14	ILM	GABAPENTIN 300MG CAP 300MG 31722-0222-05 DS:30 $2.00 DR KUJAWA	JS	300	2 of 5
00105375	10-06-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $2.00 DR KUJAWA	JS	300	1 of 5
[redacted]						
[redacted]						
[redacted]						
[redacted]						
[redacted]						
00100296	5-13-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $2.00 DR KUJAWA	JS	180	0 of 5
00100296	8-04-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $2.00 DR KUJAWA	JS	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

PAGE 2

RECORD OF PRESCRIPTIONS FOR:
PAUL DULBERG
4606 HAYDEN COURT
MCHENRY IL 60050
[redacted]

GENDER: M BIRTH DATE: [redacted]
SENSITIVITIES:

RX #	DATE BILL	DRUG	RPH	QTY	FILL#
[redacted]					
[redacted]					
[redacted]					
[redacted]					
00118291	4-20-15 APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR KUJAWA	JS	300	0 of 5
00118291	9-30-15 APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR KUJAWA	JS	300	5 of 5
00118291	8-27-15 APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR KUJAWA	DL	300	4 of 5
00118291	7-23-15 APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR KUJAWA	JS	300	3 of 5
00118291	6-23-15 APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR KUJAWA	JS	300	2 of 5
00118291	5-19-15 APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR KUJAWA	JS	300	1 of 5
[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
[redacted]

GENDER: M BIRTH DATE: [redacted]
SENSITIVITIES:

RX #	DATE	BILL	DRUG	RPH	QTY	FILL#
[redacted]						
00132809	12-18-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:29 $.00 DR KUJAWA	AMB	290	0 of 11
00132809	3-29-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR KUJAWA	JS	300	4 of 11
00132809	3-04-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR KUJAWA	JS	300	3 of 11
00132809	2-08-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR KUJAWA	JS	300	2 of 11
00132809	1-12-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR KUJAWA	JS	300	1 of 11
00132241	12-08-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:7 $.00 DR KUJAWA	JS	70	0 of 0
00130047	11-02-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR KUJAWA	CS	300	0 of 0
[redacted]						

FROM 8-01-13 TO 4-08-16

GENOA A QOL HC CO #10170
4100 VETERANS PARKWAY
MCHENRY IL 60050

RUN DATE: 4-08-16

PH# 815-344-3263

RECORD OF PRESCRIPTIONS FOR:

PAUL DULBERG
4606 HAYDEN COURT
MCHENRY IL 60050

GENDER: M BIRTH DATE: [redacted]
SENSITIVITIES:

[redacted]

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 DR BERGER	JS	30	1 of 3
00107661	9-26-14	ILM	PROCHLORPERAZINE 5MG TAB 5MG 59746-0113-06 DS:2 $2.00 DR PARKER	JS	10	0 of 0
00105375	9-02-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $2.00 DR KUJAWA	JS	300	0 of 5
00105375	3-17-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR KUJAWA	JS	300	5 of 5
00105375	1-12-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR KUJAWA	JS	300	4 of 5
00105375	12-09-14	APC	GABAPENTIN 300MG CAP 300MG 31722-0222-05 DS:30 $.00 DR KUJAWA	JS	300	3 of 5
00105375	11-06-14	ILM	GABAPENTIN 300MG CAP 300MG 31722-0222-05 DS:30 $2.00 DR KUJAWA	JS	300	2 of 5
00105375	10-06-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $2.00 DR KUJAWA	JS	300	1 of 5
00105096	8-08-14	ILM	TAMSULOSIN 0.4MG CAP 0.4MG 00093-7338-01 DS:30 $2.00 DR BERGER	JS	30	0 of 2
00105096	10-06-14	ILM	TAMSULOSIN 0.4MG CAP 0.4MG 00781-2076-01 DS:30 $2.00 DR BERGER	JS	30	2 of 2
00105096	9-03-14	ILM	TAMSULOSIN 0.4MG CAP 0.4MG 62756-0160-88 DS:30 $2.00 DR BERGER	JS	30	1 of 2
00103621	7-14-14		SALINE MIST SPR 0.65% 0.65% 00536-2506-76 DS:10 $5.15 DR PRICE	JS	45	0 of 0
00103619	7-14-14	ILM	AZITHROMYCIN 250MG TAB 250MG 64679-0961-04 DS:5 $2.00 DR PRICE	JS	6	0 of 0
00100296	5-13-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $2.00 DR KUJAWA	JS	180	0 of 5
00100296	8-04-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $2.00 DR KUJAWA	JS	180	2 of 5

FROM 8-01-13 TO 4-08-16

GENOA A QOL HC CO #10170 RUN DATE: 4-08-16
4100 VETERANS PARKWAY
MCHENRY IL 60050 PH# 815-344-3263

RECORD OF PRESCRIPTIONS FOR: PAGE 3
PAUL DULBERG GENDER: M BIRTH DATE: [redacted]
4606 HAYDEN COURT SENSITIVITIES:
MCHENRY IL 60050
[redacted]

RX #	DATE	BILL	DRUG	RPH	QTY	FILL#
00111638	4-17-15	APC	ALFUZOSIN 10MG TAB 10MG 31722-0302-01 DS:30 $.00 DR BERGER	JS	30	4 of 5
00111638	3-18-15	APC	ALFUZOSIN 10MG TAB 10MG 31722-0302-01 DS:30 $.00 DR BERGER	DL	30	3 of 5
00111638	2-11-15	APC	ALFUZOSIN 10MG TAB 10MG 60505-2850-01 DS:30 $.00 DR BERGER	JS	30	2 of 5
00111638	1-07-15	APC	ALFUZOSIN 10MG TAB 10MG 60505-2850-01 DS:30 $.00 DR BERGER	JS	30	1 of 5
00110581	11-20-14		NAPROXEN 500MG TAB 500MG 53746-0190-01 DS:30 $4.00 DR ONWUTA	JS	60	0 of 1
00110581	1-07-15	APC	NAPROXEN 500MG TAB 500MG 53746-0190-01 DS:30 $.00 DR ONWUTA	JS	60	1 of 1
00109452	10-31-14	ILM	TIZANIDINE 4MG TABLET 4MG 57664-0503-89 DS:30 $2.00 DR ONWUTA	JS	60	0 of 0
00108149	10-08-14	RXW	VITAMIN D 2000UNIT TAB 2000UNIT 00904-6157-60 DS:30 $8.36 DR BERGER	JS	100	0 of 0
00108146	10-08-14	RXW	PHENAZOPYRID TAB 200MG 200MG 65162-0520-10 DS:7 $39.26 DR BERGER	JS	21	0 of 0
00108145	10-08-14	ILM	CIPROFLOXACIN 500MG TABLET 500M 00143-9928-01 DS:10 $2.00 DR BERGER	JS	20	0 of 0
00108144	11-04-14	ILM	TAMSULOSIN 0.4MG CAP 0.4MG 00781-2076-01 DS:30 $2.00 DR BERGER	JS	30	0 of 3
00108144	12-05-14	APC	TAMSULOSIN 0.4MG CAP 0.4MG 00781-2076-01 DS:30 $.00 DR BERGER	JS	30	1 of 3
00108143	10-08-14	ILM	OXYBUTYNIN TAB 5MG ER 5MG ER 00378-6605-01 DS:30 $2.00 DR BERGER	JS	30	0 of 3
00108143	1-07-15	APC	OXYBUTYNIN TAB 5MG ER 5MG ER 00378-6605-01 DS:30 $.00 DR BERGER	JS	30	3 of 3
00108143	12-05-14	APC	OXYBUTYNIN TAB 5MG ER 5MG ER 00378-6605-01 DS:30 $.00 DR BERGER	JS	30	2 of 3

FROM 8-01-13 TO 4-08-16

GENOA A QOL HC CO #10170
4100 VETERANS PARKWAY
MCHENRY IL 60050

RUN DATE: 4-08-16

PH# 815-344-3263

RECORD OF PRESCRIPTIONS FOR:

PAUL DULBERG
4606 HAYDEN COURT
MCHENRY IL 60050

GENDER: M BIRTH DATE: [redacted]
SENSITIVITIES:

[redacted]

RX #	DATE	BILL	DRUG	RPH	QTY	FILL#
00122242	11-02-15	APC	ALFUZOSIN 10MG TAB 10MG 31722-0302-01 DS:30	CS $.00 DR BERGER	30	4 of 5
00122242	9-30-15	APC	ALFUZOSIN 10MG TAB 10MG 60505-2850-01 DS:30	JS $.00 DR BERGER	30	3 of 5
00122242	8-27-15	APC	ALFUZOSIN 10MG TAB 10MG 60505-2850-01 DS:30	DL $.00 DR BERGER	30	2 of 5
00122242	7-23-15	APC	ALFUZOSIN 10MG TAB 10MG 60505-2850-01 DS:30	JS $.00 DR BERGER	30	1 of 5
00118291	4-20-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS $.00 DR KUJAWA	300	0 of 5
00118291	9-30-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS $.00 DR KUJAWA	300	5 of 5
00118291	8-27-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	DL $.00 DR KUJAWA	300	4 of 5
00118291	7-23-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS $.00 DR KUJAWA	300	3 of 5
00118291	6-23-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS $.00 DR KUJAWA	300	2 of 5
00118291	5-19-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30	JS $.00 DR KUJAWA	300	1 of 5
00116538	3-18-15	APC	PROCHLORPER TAB 10MG 10MG 00781-5021-01 DS:5	DL $.00 DR LI	30	0 of 0
00111640	12-09-14	APC	CIPROFLOXACIN 500MG TABLET 500M 00143-9928-01 DS:14	JS $.00 DR BERGER	28	0 of 0
00111639	12-09-14	APC	NAPROXEN 500MG TAB 500MG 53746-0190-01 DS:20	JS $.00 DR BERGER	40	0 of 0
00111638	12-09-14	APC	ALFUZOSIN 10MG TAB 10MG 60505-2850-01 DS:30	JS $.00 DR BERGER	30	0 of 5
00111638	5-19-15	APC	ALFUZOSIN 10MG TAB 10MG 31722-0302-01 DS:30	JS $.00 DR BERGER	30	5 of 5

FROM 8-01-13 TO 4-08-16

GENOA A QOL HC CO #10170
4100 VETERANS PARKWAY
MCHENRY IL 60050

RUN DATE: 4-08-16

PH# 815-344-3263

RECORD OF PRESCRIPTIONS FOR:

PAUL DULBERG
4606 HAYDEN COURT
MCHENRY IL 60050

GENDER: M BIRTH DATE: [redacted]

SENSITIVITIES:

RX #	DATE	BILL	DRUG	RPH	QTY	FILL#
[redacted]						
[redacted]						
[redacted]						
[redacted]						
[redacted]						
00132809	12-18-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:29 $.00 DR	AMB KUJAWA	290	0 of 11
00132809	3-29-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR	JS KUJAWA	300	4 of 11
00132809	3-04-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR	JS KUJAWA	300	3 of 11
00132809	2-08-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR	JS KUJAWA	300	2 of 11
00132809	1-12-16	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR	JS KUJAWA	300	1 of 11
00132241	12-08-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:7 $.00 DR	JS KUJAWA	70	0 of 0
00130047	11-02-15	APC	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $.00 DR	CS KUJAWA	300	0 of 0
[redacted]						
[redacted]						
[redacted]						

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	[redacted]	[redacted]	30.63
GABAPENTIN 300MG CA	300MG	100	00378-5427-01						53.93

[redacted]

FROM 8-01-13 TO 4-08-16

GENOA A QOL HC CO #10170
4100 VETERANS PARKWAY
MCHENRY IL 60050

RUN DATE: 4-08-16

PH# 815-344-3263

RECORD OF PRESCRIPTIONS FOR:

PAUL DULBERG
4606 HAYDEN COURT
MCHENRY IL 60050
[redacted]

GENDER: M BIRTH DATE: [redacted]
SENSITIVITIES:

RX #	DATE	BILL	DRUG	RPH	QTY	FILL#
00100296	6-30-14	ILM	GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $2.00 DR KUJAWA	JS	180	1 of 5
[redacted]						
00089746	11-26-13		GABAPENTIN 300MG CAP 300MG 67877-0223-05 DS:30 $19.24 DR KUJAWA	JS	60	0 of 3
[redacted]						
00084883	8-14-13		GABAPENTIN 300MG CAP 300MG 14550-0512-04 DS:30 $19.49 DR LEVIN	JS	60	0 of 2
00084883	10-25-13		GABAPENTIN 300MG CAP 300MG 14550-0512-04 DS:30 $19.24 DR LEVIN	JS	60	2 of 2
00084883	10-01-13		GABAPENTIN 300MG CAP 300MG 14550-0512-04 DS:30 $19.24 DR LEVIN	JS	60	1 of 2
[redacted]						

TOTAL COST OF PRESCRIPTIONS LISTED: $219.18

Higher Standards
meijer
Lower Prices

N. Richmond Rd.
McHenry, IL - # 218
(815) 578-9700 meijer.com

Meijer Team appreciates your busines
07/01/11
Your fast and friendly checkout was
provided by Fastlane114

UGSTORE

3330700	FIRST AID PADS	2.29 +	N
1073087	NEOSPORIN	7.19	N
3634008	PAIN RELIEF	9.79	N

TAL

	TOTAL TAX	.34
	TOTAL	19.61

YMENTS

SH	TENDER	20.00
SH	CHANGE	.39

NUMBER OF ITEMS 3

See Service Desk or Meijer.com for
notional and sale item return details.

A0218Ø0FNS5MRXS

Tx:40 Op:565 Tm:114

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

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

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.

DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE and CAROLINE McGUIRE and BILL McGUIRE, Individually,

Defendants.

No. 12 LA 178

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

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BILL MCGUIRE at 1:00 P.M.; and
CAROLINE MCGUIRE at 2:00 P.M.

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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.	)	No. 12 LA 178

FAXED

THIRD AMENDED NOTICE OF DISCOVERY DEPOSITION

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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

The Law Offices of Thomas J. Popovich P.C.

3416 W. Elm Street
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Telephone: 815.344.3797
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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

S:\Main\DULBERG, PAUL\Letters\Letter to Mike McArtor re sub 3-8-13.wpd

Waukegan Office
210 North Martin Luther
King Jr. Avenue
Waukegan, IL 60085

** FILED ** Env: 2252992
McHenry County, Illinois
17LA000377
Date: 9/19/2018 10:01 AM
Katherine M. Keefe
Clerk of the Circuit Court

STATE OF ILLINOIS)
) SS:
COUNTY OF MCHENRY)

IN THE TWENTY-SECOND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS

PAUL DULBERG, Plaintiff, vs. THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., and HANS MAST, Defendants.	No. 17 LA 377

ELECTRONICALLY RECORDED Report of Proceedings had in the above-entitled cause before The Honorable Thomas A. Meyer, Judge of the Circuit Court of McHenry County, Illinois, on the 12th day of September, 2018, in the McHenry County Government Center, Woodstock, Illinois.

APPEARANCES:

CLAUSEN MILLER, PC, by:
MR. GEORGE K. FLYNN,

on behalf of the Defendants.

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THE COURT: Counsel, which one you on?

MR. FLYNN: Dulberg.

THE COURT: Is opposing counsel here?

MR. FLYNN: She's not. I received an email. She said she was going to be late. She's in Waukegan.

THE COURT: I'm sorry, how late?

MR. FLYNN: I'm not sure how late, Judge. She said she's in Waukegan. Mr. Gooch was apparently ill today, so she's going to be covering today's hearing.

THE COURT: And she's in Waukegan now?

MR. FLYNN: She's in Waukegan. Originally thought she might be able to be here by 10:30, but she said the judge stepped up 15 minutes late on her other matter, so --

THE COURT: I mean, that's about an hour drive.

MR. FLYNN: The email I received was -- I was in the car as well, so 10 or 15 minutes ago.

THE COURT: Okay. See if you can email her and find out if we can get an ETA.

MR. FLYNN: Okay.

THE COURT: And we'll work from there.

MR. FLYNN: Okay. Thanks, Judge.

THE COURT: Thank you.

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(Whereupon, the above-entitled cause was passed and subsequently recalled.)

THE COURT: Okay. Counsel, if you can approach. So Dulberg versus Mast.

MR. FLYNN: Good morning, Your Honor. George Flynn on behalf of the defendants. I did -- I received communication from counsel. She was walking to her car at the Waukegan courthouse at 11 -- I'm sorry, at 10:10, and she indicated that her GPS estimated she would arrive here at one hour and six minutes.

THE COURT: 11:30-ish. Fair?

MR. FLYNN: Fair.

THE COURT: All right. Well, rather than delay this, I'm going to rule from the bench based upon my review of the amended complaint and consideration of the briefs in support of and opposition to.

I'm going to strike the complaint. The basis of my decision is I think the complaint states a cause of action, but there are so many things in there that are unsupported by factual allegations that I think it best just to deal with them now rather than at a later date. I reviewed -- and I'm looking for the specific allegations of negligence within the amended complaint. I felt that in paragraph 31, subparagraph (a) included

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enough of a fact that I -- I'm going to tell you the ones I think can stand. Then I'm going to strike the rest of them and try to explain it. I think paragraph (a) gave me enough of a fact that I would allow it to stand. I felt that (b) was a conclusion; (c) was redundant of (a); (d) I was going to allow to stand, it alleges something; (e) I was going to allow to stand; (f) is a conclusion, it's not a fact -- Where are we? -- (g) I'm just going to strike, it's a conclusion; (h), it's a conclusion, strike it; (i) it's a conclusion, strike it; (j) I'm going to allow to stand; (k) I'm -- I'm going to strike. It says there were necessary facts, but doesn't tell me what those necessary facts were. I think an allegation of coercion can stand, but I'm not quite sure what it is we're alleging.

MR. FLYNN: So just to clarify, Judge, you're ruling that there can be an allegation of coercion, but it's not supported by facts here --

THE COURT: Yeah.

MR. GLYNN: -- under the 615 standard?

THE COURT: Yeah.

MR. GLYNN: Okay.

THE COURT: (l) there might be some facts in there,

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but I'm not sure what they are, so I'm going to strike it. I mean, there might be a factual basis to support what they're getting at, but I don't know what it is. I don't think it's supported, so I think it's a conclusion. I'll strike -- (m) is a conclusion, I'll strike it; (n) is I think duplicative of (a) and (c); and (o) is just a conclusion.

I will allow them to replead because I think the ones I've -- and I hate to make you the note-taker, but it saves you a return trip, and I was going to ask questions, but these -- this is what I felt about the allegations in the complaint. I think there is -- this -- for going -- as far as going forward is concerned, if there were more paragraphs that weren't conclusions, I might have allowed the complaint to stand and just strike -- strike them on their face rather than go through the trouble of re-pleading. Unfortunately, most of the paragraphs were conclusions that I felt had to be stricken, and I'm dealing with that now. As a result, I'm striking the complaint.

Plaintiff gets to re-plead and the -- and if they just -- and if they limit it to the ones I've allowed to stand that I've advised you about that I think are adequate, then I'm going to -- I would deny

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future 615 based on the same concepts.

Does that make sense?

MR. FLYNN: I -- without having gone through each of the subparagraphs, yes, I understand the Court's ruling. I think that the general theme of our motion was that the plaintiff hasn't set forth what a breach of any duty would have been as far as the McGuires and what legal standard they would have been held to and how they breached that.

THE COURT: I think --

MR. GLYNN: Just because they're a land owners and an accident happened on their property doesn't mean they're liable on this.

THE COURT: And I -- actually, I take that back. I agree, but I think that there was enough implicit in the allegations that I still felt that there was going to be an adequate cause of action, and to clarify what I said earlier, I would agree that they've got to explain that better, but it's -- I probably -- since I'm striking the complaint, I'm going to direct them to do that. I felt that I could read enough in here to understand what they were getting at, that I wouldn't have struck the complaint solely on that basis.

Does that answer your question?

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MR. FLYNN: I think so.

THE COURT: Okay. There's a lot to unpack here, but I think that there are enough allegations and enough of an understanding of where they're going that I think they're going to be able to state a cause of action, at least insofar as 2-615 is concerned.

We'll see what they say in their new complaint. Do you want to give them 28 days --

MR. FLYNN: Sure.

THE COURT: -- to file?

What would you like to do? Twenty-eight after or --

MR. GLYNN: Yes.

THE COURT: Okay. So let's put the case out 60 days. That will each give you plenty of time, and that will take us to November 13th. That is a Tuesday. Does that day work for you?

MR. FLYNN: Yes.

THE COURT: Okay. And for purposes of the record, we were advised that -- about 10:15 that plaintiff's counsel was about an hour drive away having been detained in Waukegan. As a result, I just decided to -- rather than continuing the hearing and going through the process I just did, I would provide my ruling and save

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everybody some effort.

Questions?

MR. FLYNN: 9:00 o'clock status on November 13th?

THE COURT: Yes.

Mr. Dulberg, any questions? I don't really want you to get substantively involved because you're represented, but do you want any clarification of anything I just said?

MR. DULBERG: Clarification, no. But I will say that I don't think that we should have to try the case in the pleading.

THE COURT: And you don't have to. And that's not what I've said. That's not what he said. But there are certain allegations that I didn't feel were adequate and that's the basis of my dismissal.

MR. DULBERG: (Inaudible).

THE COURT: I don't want you to argue too much because, again, you've got an attorney and I don't want to involve you. I just -- Do you have any questions?

MR. DULBERG: No.

THE COURT: Okay. All right. Counsel, if you could draft the order.

MR. FLYNN: I will, Judge, based on my -- the note-taking that I did, and can I reference the

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transcript. This is recorded, I believe, --

THE COURT: Yeah.

MR. FLYNN: -- correct?

THE COURT: Yeah, that's fine.

MR. FLYNN: Okay.

THE COURT: Yeah, I think they're going to need the transcript probably to get through all that.

MR. FLYNN: Fair enough.

THE COURT: Okay? Thank you.

MR. FLYNN: Thank you, Judge.

(Which was and is all of the evidence offered at the hearing of said cause this date.)

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STATE OF ILLINOIS)
) SS:
COUNTY OF MCHENRY)

I, Stacey A. Collins, an Official Court Reporter for the Circuit Court of McHenry County, State of Illinois, do hereby certify that I reported in shorthand the proceedings had in the above entitled cause and that the foregoing is a true and correct transcript of all the proceedings heard.

Stacey A. Collins, CSR
Official Court Reporter
License No. 084-002377

Received 09-19-2018 12:31 PM / Circuit Clerk Accepted on 09-19-2018 01:52 PM / Transaction #2252992 / Case #17LA000377

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

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)
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) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
3416 W. Elm Street

Requester's name and address (optional)

City, state, and ZIP code
McHenry, IL 60050

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.

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:

1. 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
2. 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
3. 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:

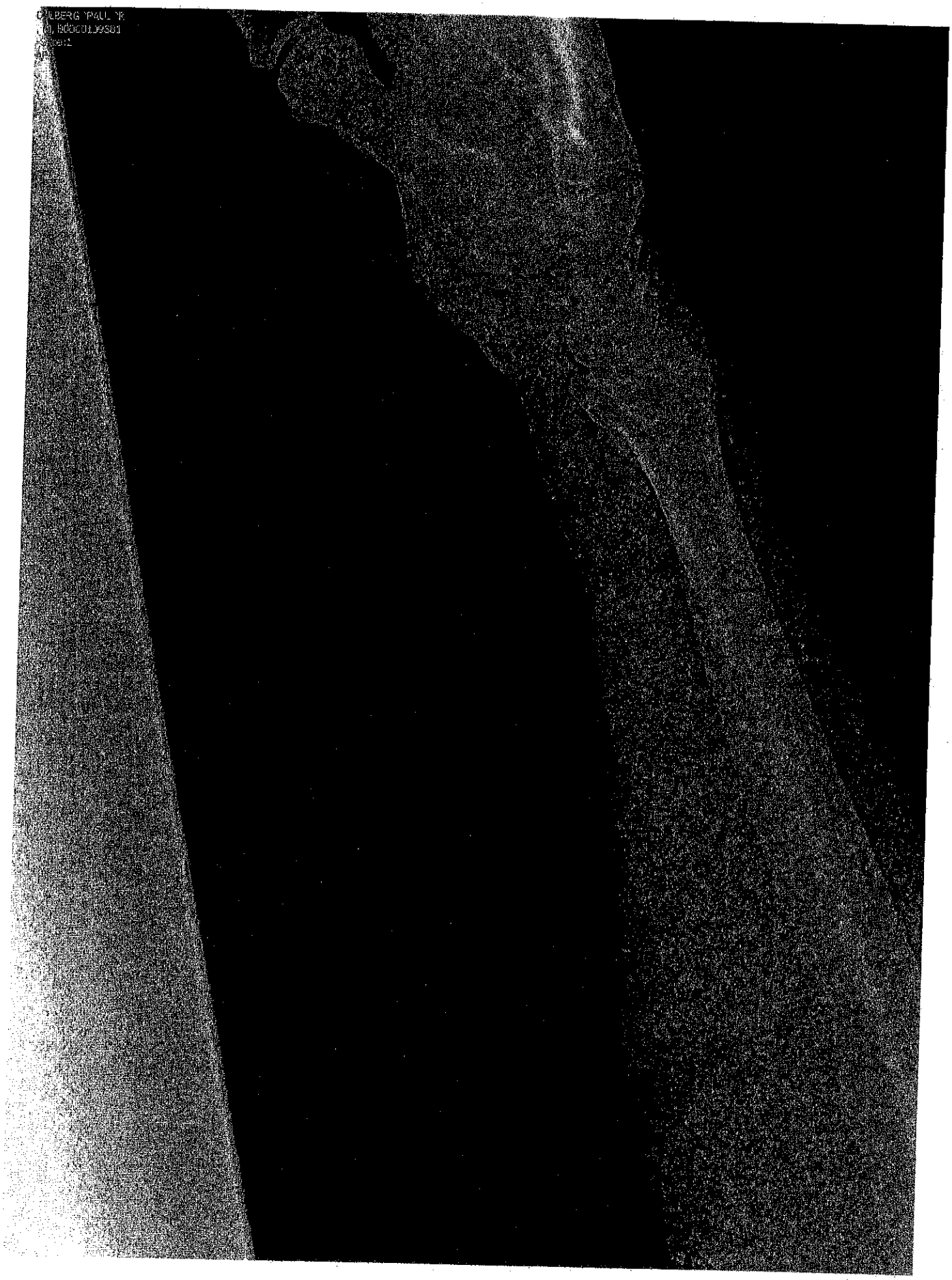
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your 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.






LEBERG^PAUL^R
B0000109381





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.

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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 *5100048100810530042210O2*



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 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.

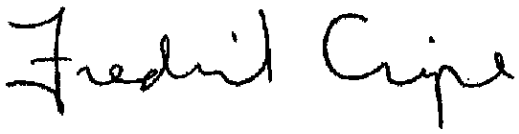
Additional Information
You'll want to review the attached Policy Declarations to make sure you're comfortable with the coverage choices you've made. Also, unless a mortgage company or lienholder pays your insurance premium for you, your bill will be sent to you separately. If you're enrolled in the Allstate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

(over)

PROP *5100048100810530042210O1* 00000912697167 070 085 WI

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.



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