

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
CHANCERY DIVISION**

KYLE HADLEY,)	
)	
<i>Plaintiff,</i>)	
)	
v.)	Case No. <u>2025CH05527</u>
BRANDON MCGIVERN,)	
)	
<i>Defendant.</i>)	Hearing Date: 7/28/2025 9:45 AM
)	Location: Court Room 2405
)	Judge: Reilly, Eve M

**COMPLAINT FOR BREACH OF CONTRACT, QUANTUM MERUIT,
CONSTRUCTIVE TRUST, AND INJUNCTIVE RELIEF**

NOW COMES Plaintiff, **KYLE HADLEY** ("Plaintiff"), by and through his attorneys, COLE SADKIN, LLC, and for his Complaint against Defendant **BRANDON MCGIVERN** ("Defendant"), states as follows:

INTRODUCTION

1. This action arises out of Defendant's breach of a verbal agreement for the sale of residential real estate located at 6122 N. Winthrop Avenue, Unit C, Chicago, Illinois (the "Property") to Plaintiff.

2. Plaintiff made substantial monetary payments and property improvements in reasonable reliance on the agreed sale, including \$30,000 in purchase-related payments and over \$9,000 in capital improvements.

3. Defendant has now wrongfully repudiated the agreement and seeks to evict Plaintiff, re-characterize the payments as rent, and sell the Property to a third party for a substantially higher amount.

4. Plaintiff seeks monetary and equitable relief, including the imposition of a constructive trust and an injunction to prevent the unjust sale of the Property.

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PARTIES AND VENUE

5. Plaintiff Kyle Hadley is an individual residing in Cook County, Illinois.

6. Defendant Brandon McGivern is an individual residing in Cook County, Illinois, and the record titleholder of the Property.

7. Venue is proper in this Court pursuant to 735 ILCS 5/2-101 and 5/2-103, as the Property is located in Cook County and the acts giving rise to this cause occurred therein.

FACTS COMMON TO ALL COUNTS

8. In or around 2022, Plaintiff and Defendant entered into a verbal agreement under which Plaintiff would purchase the Property for \$320,000. *See Exhibit A.*

9. As part of the agreement, Plaintiff agreed to and did pay Defendant's monthly mortgage, maintain the Property, and improve the premises pending final transfer. *See Exhibit B.*

10. Between 2022 and 2024, Plaintiff made payments totaling \$30,000 in reliance on the purchase agreement. *See Exhibit B.*

11. Plaintiff also paid for and installed improvements totaling approximately \$9,217.28, including a new air conditioning system and washer/dryer unit. *See Exhibit D.*

12. In March 2025, Defendant issued Plaintiff a 60-day notice to vacate and claimed the purchase agreement was void, asserting the Property was now worth \$440,000. *See Exhibit C.*

13. Defendant has taken steps toward listing or selling the Property to a third party.

14. Plaintiff has been in continuous possession of the Property and fulfilled his obligations under the agreement. Plaintiff has been in continuous possession of the Property and fulfilled his obligations under the agreement.

COUNT I – BREACH OF ORAL CONTRACT

15. Plaintiff realleges paragraphs 1 through 14 as if fully set forth herein.

16. Plaintiff and Defendant entered into a valid and enforceable oral agreement for the purchase of the Property.

17. Plaintiff substantially performed under the agreement by making payments and improvements.

18. Defendant materially breached the agreement by repudiating its terms and seeking to evict Plaintiff.

19. As a direct and proximate result, Plaintiff has suffered damages in excess of \$39,000.

WHEREFORE, Plaintiff requests judgment in his favor, damages in an amount to be proven at trial, and such other relief as the Court deems just.

COUNT II – QUANTUM MERUIT

20. Plaintiff realleges paragraphs 1 through 14 as if fully set forth herein.

21. Plaintiff conferred measurable benefits on Defendant by paying for capital improvements and mortgage obligations.

22. Defendant accepted and retained the benefit of those contributions.

23. It would be unjust for Defendant to retain the benefits without compensating Plaintiff.

WHEREFORE, Plaintiff requests judgment in quantum meruit in an amount exceeding \$39,000, plus costs and such other relief as the Court deems just.

COUNT III – CONSTRUCTIVE TRUST

24. Plaintiff realleges paragraphs 1 through 14 as if fully set forth herein.

25. Defendant has been unjustly enriched by retaining funds and improvements made by Plaintiff in reliance on a purchase agreement.

26. Plaintiff has an equitable interest in the Property.

27. A constructive trust should be imposed on the Property to prevent unjust enrichment and inequitable conduct.

WHEREFORE, Plaintiff requests that the Court impose a constructive trust on the Property, enjoin Defendant from transferring any interest therein, and grant such further equitable relief as may be just.

COUNT IV – INJUNCTIVE RELIEF

28. Plaintiff realleges paragraphs 1 through 14 as if fully set forth herein.

29. Plaintiff has no adequate remedy at law to prevent Defendant from selling or transferring the Property to a third party.

30. Plaintiff will suffer irreparable harm if the Property is transferred while litigation is pending.

31. Plaintiff is likely to succeed on the merits and has acted with clean hands.

32. The balance of equities favors injunctive relief to preserve the status quo.

WHEREFORE, Plaintiff respectfully requests that the Court issue a preliminary and permanent injunction barring Defendant from selling, transferring, or otherwise

encumbering the Property during the pendency of this litigation, and grant such other relief as is equitable and appropriate.

Dated May 20, 2025

Respectfully submitted,

/s/ Mason Cole
Attorney for Plaintiff

MASON COLE
COLE SADKIN, LLC
1652 W. Belmont Ave., Suite 1
Chicago, IL 60657
(312) 548-8610
mcole@colesadkin.com
Attorney for Plaintiff

EXHIBIT A

From: Kyle Hadley [REDACTED]@gmail.com
Subject: Re:
Date: March 4, 2025 at 5:19 PM
To: Brandon McGivern [REDACTED]



I will respond when I have an update. Your arbitrary deadline is not binding.

I am guessing you are not working with an attorney, and used that as a manipulative tactic. If we can't be honest with each other- there is no use in us trying to work anything out without mediation.

Yes, I would much rather settle this with you and not involve anyone else- but it's only possible with 100% honesty.

If I'm mistaken, my apologies

Best,
Kyle Hadley
[REDACTED]
@KyleSellsChi

On Mar 4, 2025, at 4:24 PM, Brandon McGivern [REDACTED] wrote:

Kyle,

Thank you for confirming receipt of my communication.

At this time, all correspondence should be directed to me directly at [REDACTED]@gmail.com. There is no need to include additional parties in our communications at this stage.

If you prefer to communicate through attorneys, please provide your attorney's contact information.

I expect your substantive response to the options presented in my letter within the 14-day timeframe as specified.

- Brandon McGivern

Brandon McGivern
Web Developer / Graphic Designer
[REDACTED]

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On Tue, Mar 4, 2025 at 2:49 PM Kyle Hadley [REDACTED] wrote:
Consider this acknowledgement that this has been received, yet to be reviewed.
Please reply with your attorney information. Thank you.

On Mar 3, 2025, at 5:32 PM, Brandon McGivern
[REDACTED] wrote:

Dear Kyle,

Here is a link to the file:



Tenant Letter 2-15-25 - Original

I am sending this notice via Email due to non-response from my previous attempts to communicate with you through USPS Certified Mail (Tracking #9214890142980413704855) and DropBox Sign. As of this email, the certified mail has not been delivered despite being sent over 15 days ago, and there is no record of you scheduling a pickup. I have not received notification about your receipt of the document from DropBox Sign either. This is a continued effort to reach you to discuss and resolve the situation.

Please be advised that this electronic delivery constitutes formal notice regarding the property at 6122 N Winthrop Ave Unit C, Chicago. The attached document contains important information about our agreement and requires your timely attention and response.

To ensure you've received this notice, please:

- Review the document completely
- Acknowledge your receipt (this does not indicate agreement with the contents)
- Respond to the specific items requiring your attention as outlined in the document

If you have any questions about the content of this notice, please contact me directly at [REDACTED]@gmail.com. Please note that your response is requested within 14 days of receipt of this notice.

A copy of this communication and your acknowledgment of receipt will be maintained for legal record-keeping purposes.

Sincerely,
Brandon McGivern

FULL LETTER TEXT BELOW:

February 15, 2025

Via Certified Mail - Return Receipt Requested

Kyle Hadley

6122 N Winthrop Ave Unit C

Chicago, Illinois 60660

Dear Mr. Hadley:

I am writing to formally address our current situation regarding the property at 6122 N Winthrop Ave Unit C, Chicago, Illinois 60660.

As documented in my letter dated July 29, 2024, I stated my need to complete the sale of the property by the end of 2024. Pursuant to our previous correspondence, multiple attempts to communicate via text message and telephonic communication from July 29, 2024, through February 15, 2025, have been met with substantial non-responsiveness, constituting a material breach of our prior agreements. This letter serves to formally document the current situation and outline available options moving forward.

Background

- In 2022, we entered into a verbal agreement for you to purchase the property for \$320,000, with this price reflecting a significant discount due to your agreement to handle the transaction in your professional capacity as a licensed real estate agent with no commission.
- Furthermore, the original agreement included approximately \$40,000 worth of furnishings that have sustained damage during your tenancy. These furnishings were to be included in the sale price and their current condition significantly impacts their value and the overall property value.
- You have invested \$30,000 toward the purchase price and made certain property modifications, including:
 - Replacement of an existing AC unit (\$8,075) without prior consultation or documentation of original unit's condition
 - Replacement of functioning washer/dryer (\$2,142.28) without approval, resulting in disposal of my property
- The original agreement was predicated on your purchase of the property following the sale of your condo. Your condo sold in October 2023, yet the

following the sale of your condo. Your condo sold in October 2023, yet the purchase has not been completed.

- In your email dated February 14, 2025, you stated that you are unable to secure financing within the next four months and requested return of your investments totaling \$40,217. This confirms that you are unable to complete the purchase under our original agreement terms.
- Monthly payments received, ranging from \$1,200 to \$2,080, are acknowledged solely as compensation for property use and occupancy. Pursuant to the Illinois Installment Sales Contract Act (815 ILCS 35/), these payments do not accrue as purchase credits and were significantly below market rate, thereby providing you substantial benefit during your tenancy.
- The ongoing situation has created additional complications and burdens:
 - While you maintain full access with keys and security system codes, you have denied me access to my own property
 - You maintain exclusive remote access to the property's security and temperature control systems
 - The continued mortgage liability affects my credit and borrowing capacity
 - Your limited communication since July 2024 has prevented resolution of these issues
 - Your denial of my access rights as property owner violates Illinois landlord-tenant law

Current Status

The original verbal agreement is hereby terminated pursuant to multiple material breaches, including but not limited to:

- Violation of contractual timeline as specified in our original agreement, constituting a material breach under 810 ILCS 5/2-612 of the Uniform Commercial Code, specifically failing to complete the purchase by the December 2024 deadline;
- Persistent non-communication in violation of the implied covenant of good faith and fair dealing, as evidenced by extended periods of unresponsiveness despite documented attempts to communicate, which substantially impairs the purpose of our original agreement;
- Unauthorized modifications to the property in direct contravention of 765 ILCS 705/3, which requires landlord consent for substantial property alterations;
- Violation of property owner access rights under 765 ILCS 730/10, which explicitly protects the property owner's right to access and inspect their own property;

- Continued occupation at a rate below fair market value without completing the purchase, which constitutes a breach of the original agreement's intent and spirit;
- Explicit acknowledgment of inability to secure financing within the agreed-upon timeline, as confirmed by your February 14, 2025 correspondence, rendering the original agreement commercially impracticable under Illinois contract law.

These cumulative breaches constitute sufficient grounds for termination of the existing agreement, with all rights reserved to pursue appropriate legal remedies.

Available Options

1. Deferred Purchase at Market Value

- New written lease at current market rate (\$2,500/month)
- Purchase must be completed within 12 months (accounting for your stated need of at least 4 months to secure financing)
- Purchase price at current market value
- Return of \$30,000 investment credited at closing
- Credit for improvements (subject to documentation and adjustment for disposed property)
- Written agreements for both lease and purchase required
- Monthly rent not credited toward purchase
- Damage to property and furnishings must be addressed prior to closing
- Previous monthly payments were for use and occupancy only and do not create credits toward purchase
- Security system and remote access credentials to be updated
- Security deposit required at current market rate
- Professional inspection required before new agreement execution

2. Termination and Separation

- Return of your \$30,000 investment upon sale of property, less:
 - i. Cost of repairs for all documented damage to the property and furnishings
 - ii. Specific deductions for damage to the approximately \$40,000 in furnishings that were to be included in sale, including:
 - 1. Restoration/repair costs
 - 2. Replacement costs where necessary
 - 3. Loss of value due to excessive wear and tear
 - 4. Cleaning costs for upholstered items
 - iii. Cost to restore unauthorized modifications
 - iv. Difference between paid rent and market rate since July 2024 notice

- iv. Difference between paid rent and market rate since July 2024 notice
- v. Value of disposed appliances and fixtures
- vi. Any cleaning or restoration needed for sale
- vii. Note: Monthly payments made were for use and occupancy of the property and do not create any equity or credits due
- o Professional assessment of furniture condition and value required
- o Documentation of all deductions will be provided
- o Property and furnishings must be vacated in good condition
- o Professional inspection to document current condition
- o Final settlement amount determined after sale and completion of necessary repairs
- o Move-Out Requirements:
 - i. All keys must be returned upon vacancy
 - ii. Security system codes will be changed upon vacancy
 - iii. Remote access to all systems will be terminated
 - iv. Professional move-out inspection required
 - v. All utilities must be transferred out of your name by vacancy date
 - vi. Property must be professionally cleaned
 - vii. All tenant's personal property must be removed
 - viii. Forwarding address must be provided in writing
- o Property Access:
 - i. Pre-move-out inspection to be scheduled 14 days before vacancy
 - ii. Final walk-through inspection required on vacancy date
 - iii. Any items left behind will be considered abandoned property
 - iv. Documentation of utility transfers required at final inspection

Please be advised that your current investment funds are tied to the property. Any return of funds would be contingent upon the property's sale. Option 1 provides a structured approach to potentially recovering your investment in the most timely manner.

Please respond in writing within 14 days of receipt of this letter, clearly indicating your preferred option from those outlined in this document. You may respond via certified mail to Brandon McGivern, 5701 N Sheridan Rd #23G, Chicago, Illinois 60660 or via email to mcgivern219@gmail.com. If responding via email, please include a clear subject line referencing the property address and include your full contact information in your response.

If I do not receive a response within this 14-day period, I will be compelled to pursue appropriate legal and administrative remedies, which may include:

- Filing a formal complaint with the Illinois Department of Financial and Professional Regulation
- Initiating legal proceedings to regain full property possession
- Seeking financial damages for:
 - Unauthorized property modifications
 - Disposal of personal property
 - All damage to furnishings
 - Restoration of property to its original condition
 - Compensation for unauthorized replacements of appliances and fixtures

I remain committed to resolving this matter professionally and efficiently. Given your professional status as a licensed real estate agent, I expect a timely, comprehensive, and professional response that addresses the substantive issues outlined in this letter.

Sincerely,
Brandon McGivern

Brandon McGivern
Web Developer / Graphic Designer



On Fri, Feb 14, 2025 at 10:20 PM Kyle Hadley [REDACTED]@gmail.com> wrote:

Brandon,

Since you have chosen to involve an attorney at this point, I think all of our interactions should be documented. If you would prefer for me to communicate directly with your attorney, please include in their information.

In regards to the sale of 6122 N Winthrop:

During our initial conversations, our plan was for me to purchase the property after the sale of 6166 N Sheridan. Months later, I informed you that due to unforeseen circumstances, obtaining a mortgage would be a long and difficult process. You then agreed to hold onto the mortgage as it would be beneficial for both of us, as you would not have to secure storage for your belongings, and would have a place to stay when you were in the US.

With this change in plan, I proceeded to make decisions that would not have

been possible if I was still planning on taking over the mortgage at that time. This includes giving you \$30,000 towards the eventual sale. I also replaced the washer and dryer at a cost of \$2,142.28- as well as the air conditioner at a cost of \$8,075.

No matter the outcome of our situation, I will still be moving forward to placing myself in a position to obtain a new mortgage. It does not appear I will be able to do that in the next 4 months. If this does not satisfy you, please return the \$30,000 plus cost of air conditioner and washer/dryer, for a total reimbursement of 40,217. I will begin to make other living arrangements.

-Kyle

EXHIBIT B


Date	Total	\$\$ Applied to Principal		
7/1/2022	\$1,440.00	\$300.24		
8/2/2022	\$1,440.00	\$301.06		
9/2/2022	\$1,440.00	\$301.87		
10/6/2022	\$1,560.00	\$300.67	Amount paid to principal:	\$36,852.43
11/7/2022	\$1,560.00	\$301.49		
12/13/2022	\$1,560.00	\$302.30		
1/4/2023	\$1,560.00	\$303.12		
2/10/2023	\$1,560.00	\$303.94		
3/6/2023	\$1,560.00	\$304.76		
4/4/2023	\$1,280.00	\$306.69		
5/3/2023	\$1,280.00	\$327.52		
6/14/2023	\$1,280.00	\$328.41		
7/5/2023	\$1,280.00	\$329.30		
8/5/2023	\$1,280.00	\$330.19		
9/5/2023	\$1,200.00	\$309.38		
10/5/2023	\$1,200.00	\$310.81		
11/7/2023	\$1,200.00	\$311.65		
12/5/2023	\$1,200.00	\$312.50		
1/5/2024	\$1,200.00	\$313.34		
2/5/2024	\$1,200.00	\$314.19		
3/5/24	\$1,200.00	\$315.04		
3/13/24	\$3,500.00	\$3,500.00	second transfer	
3/18/24	\$3,000.00	\$3,000.00	third transfer	
4/2/24	\$1,200.00	\$315.90		
5/2/24	\$1,200.00	\$316.75		
5/13/24	\$3,500.00	\$3,500.00	fourth transfer	
5/15/24	\$3,500.00	\$3,500.00	fifth transfer	
5/16/24	\$3,000.00	\$3,000.00	sixth transfer	
6/5/24	\$1,880.00	\$455.81		
6/22/24	\$3,500.00	\$3,500.00	seventh transfer	
6/24/24	\$3,500.00	\$3,500.00	eighth transfer	
6/27/24	\$3,000.00	\$3,000.00	nineth transfer	
7/5/24	\$1,880.00	\$456.67		
8/2/24	\$1,880.00	\$458.83		
09/04/2024	\$1,880.00	\$455.00		
10/01/2024	\$2,080.00	\$455.00		
10/29/2024	\$2,080.00	\$455.00		

12/02/2024	\$2,080.00	\$455.00		
01/02/2025	\$2,080.00	\$455.00		
02/01/2025	\$2,080.00	\$455.00		
3/1/25	\$2,080.00	\$455.00		
4/1/25	\$2,080.00	\$455.00		
5/1/25	\$2,080.00	\$455.00		

	Amount to Finance	Monthly cost on 7% interest		
Loan (20 % down)	\$256,000	\$2,203		
Savings per month		\$123		
Loan (10% down)	\$288,000	\$2,656	Includes 1% PMI	
Savings per month		\$576		
			Current Mortgage Payment (includes ~500/mo in taxes and insurance)	\$2,080
1st mortgage	3.25%	~\$315/mo in equity		
2nd mortgage	5.89%	~\$133/mo in equity		
		~\$448/mo in equity		

Date	Loan	Monthly Payment	Amount Left		Purchase Price	Taxes/Fees (10%)	Walk-away \$\$	Less Kyle's Equity	Kyle's Equity
7/11/2024	1st mortgage	\$1,200	\$162,400	3.25%	\$300,000	\$3,000	\$24,790	-\$12,062	\$36,852.43
	2nd mortgage	\$678	\$109,810	5.89%					
	Total	\$1,878	\$272,210						

EXHIBIT C

From: Brandon McGivern [REDACTED] 
Subject: Re: Responding to your 3-10-25 text message
Date: March 18, 2025 at 9:16 AM
To: Kyle Hadley [REDACTED]@gmail.com



Kyle,

I appreciate your suggestion of a recorded video meeting. However, I have repeatedly expressed my preference for written communication to ensure clarity and documentation, and have not received the written feedback I requested regarding the options in my February 15th letter. Given that we've reached the end of the 14-day response period without receiving your substantive written feedback, I need to move forward with the next step. Attached please find a 60-day Notice to Vacate in accordance with Section 5-12-130(j) of the Chicago Residential Landlord and Tenant Ordinance. This same notice has been mailed to you via regular and certified mail.

Please understand that this notice is now in effect and legally binding. The May 17, 2025 vacancy date established herein will remain in place pursuant to Section 5-12-130 of the Chicago Municipal Code regardless of any further discussions. Any failure to vacate the premises by the specified date may result in legal proceedings under 735 ILCS 5/9-101 et seq. (Illinois Forcible Entry and Detainer Act). While I continue to prefer written communication during this 60-day statutory notice period, such discussions will not alter, delay, waive, or otherwise modify the legal effect of this formal notice.

If you wish to pursue a resolution, Option 1 from my February 15th letter (involving a new written lease at market rate with purchase within 12 months) is the only option that remains available for discussion at this point, as we are now proceeding with Option 2 through this formal notice. Any agreement to pursue Option 1 would need to be memorialized in writing with legally binding contracts executed prior to the vacancy date to supersede this notice.

Brandon

Link to Notice:

<https://docs.google.com/document/d/1nvVr0xOkfD16QO2KzaDue2H-ncgpePXtjnsD8NHebUY/edit?usp=sharing>

Notice Text:

SIXTY (60) DAY NOTICE TO VACATE

Date: March 18, 2025

To: Kyle Hadley

FILED DATE: 5/21/2025 12:24 PM 2025CH05527

Mr. Kyle Hadley
6122 N Winthrop Ave Unit C
Chicago, Illinois 60660

Dear Mr. Hadley:

This letter constitutes formal written notice that your tenancy at 6122 N Winthrop Ave Unit C, Chicago, Illinois 60660 will terminate sixty (60) days from the date of delivery of this notice. Pursuant to Section 5-12-130(j) of the Chicago Residential Landlord and Tenant Ordinance, which requires sixty (60) days' notice for tenancies between six months and three years, you are hereby required to vacate and surrender possession of the premises no later than:

May 17, 2025

This notice follows my letter dated February 15, 2025, outlining options for resolution, to which no substantive response has been received within the specified timeframe.

Please note the following important requirements upon vacating:

1. All keys must be returned to me or my designated representative
2. All of your personal belongings must be removed from the premises
3. All furniture and furnishings that were originally in the unit must remain in the premises, as these items were part of the proposed purchase agreement and remain my property
4. The property must be left in clean and good condition
5. All utilities must be transferred out of your name
6. A forwarding address must be provided for future communications

A professional move-out inspection will be conducted to document the condition of the property and furnishings. Any damage to the property structure, fixtures, systems, or furnishings beyond normal wear and tear will be documented and may result in appropriate deductions from your financial investments in the property. This includes but is not limited to damage to walls, floors, ceilings, plumbing, electrical systems, appliances, fixtures, doors, windows, and any other structural or functional components of the premises.

Please be advised that as previously communicated, the return of your financial investments in the property (including the \$30,000 payment and other documented improvements, subject to appropriate adjustments) is contingent upon the sale of the property, as these funds are currently tied to the property.

Please note that I maintain a detailed inventory of all furniture and furnishings that belong to me. The removal of any of these items without express written permission or any further deliberate damage to them or to the property itself will be documented and may be reported to the appropriate authorities as theft or property damage. If you have any questions about which items you may remove, please

contact me before the move-out date.

Should you have any questions or wish to discuss move-out arrangements, please contact me at [REDACTED]

Sincerely,

Brandon McGivern
Owner/Landlord
5701 N Sheridan Rd #23G
Chicago, Illinois 60660
[REDACTED]

Brandon McGivern
Web Developer / Graphic Designer
[REDACTED]

On Mon, Mar 17, 2025 at 5:33 PM Kyle Hadley [REDACTED] wrote:
Would you be open to a recorded video meeting?

Best,
Kyle Hadley
[REDACTED]
@KyleSellsChi

On Mar 10, 2025, at 5:38 PM, Brandon McGivern
[REDACTED] wrote:

Kyle,

Thank you for your text about meeting to discuss our situation.

I understand your desire to talk things through directly, and I appreciate that you'd prefer to resolve this between us. To clarify: I have consulted with an attorney for advice on the legal aspects and paperwork, but I'm managing our communications myself.

Given the difference in our knowledge of real estate law and procedures - with your professional expertise in this field - I feel more comfortable continuing our discussion in writing. This gives me time to properly consider all aspects of our communication and maintains a clear record for both of us.

I appreciate that your text message is a step toward addressing the options in my February 15th letter. If you'd like to share your thoughts on those options, I welcome your written feedback. If written communication feels insufficient, I would be open to considering professional mediation as a structured approach that could provide balance to our discussions.

Please let me know your thoughts by replying to this email.

Regards,
Brandon

Brandon McGivern
Web Developer / Graphic Designer

**60-day Notice to
Vacate.pdf**

