

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

KYLE HADLEY,)		
)		
<i>Plaintiff,</i>)		
)		
v.)	Case No.	2025-CH-05527
)		
BRANDON MCGIVERN,)	Judge	Eve M. Reilly
)		
<i>Defendant.</i>)	Courtroom	2405

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANT'S
MOTION TO COMPEL**

Plaintiff, Kyle Hadley ("Plaintiff"), by and through his counsel, respectfully submits this Response in Opposition to Defendant Brandon McGivern's ("Defendant") Motion to Compel and states as follows:

I. Introduction

1. Defendant's Motion to Compel is meritless. Plaintiff has fully complied with his discovery obligations under Illinois Supreme Court Rules, produced all documents within his possession, custody, or control, and served verified interrogatory answers and responses to requests for production—supplemented and amended when appropriate.

2. Plaintiff's responses are verified under oath, and Plaintiff has executed an affidavit of completeness confirming that no further responsive documents or information exist. Plaintiff has been transparent in his responses and has produced everything in his possession, custody, or control.

3. Defendant nevertheless contends that Plaintiff's responses are insufficient. These arguments are unfounded, as they rest not on actual deficiencies in Plaintiff's compliance but on Defendant's dissatisfaction with the answers provided. A verified and complete response cannot

be deemed “insufficient” merely because the opposing party does not like the substance of the response.

4. The dispute underlying the Motion to Compel arises because Defendant seeks information well beyond the scope of this litigation. Discovery in Illinois is broad, but it is not limitless. It must be relevant to the claims and defenses at issue and proportional to the needs of the case. Defendant’s requests far exceed that scope.

5. Defendant’s strategy is to use discovery as a fishing expedition in hopes of fabricating new defenses that have already been stricken or to pressure Plaintiff with invasive and unnecessary demands. The Court should reject these tactics and deny the Motion to Compel.

II. Procedural Posture

6. Written discovery in this matter began in June 2025 when Defendant served his initial Requests to Admit, Interrogatories, and Requests for Production. Plaintiff timely responded in July 2025, providing verified answers and producing responsive documents.

7. In August 2025, Plaintiff served amended and supplemental responses to Interrogatories, Requests for Production, and Requests to Admit. See August 2025 Hadley Amended Responses to McGivern's Discovery, attached jointly as **Exhibit 1**. These amendments addressed issues raised by Defendant and ensured Plaintiff’s compliance with Rule 213 and Rule 214.

8. Judge Reilly granted Defendant's Motion to Deem Facts Admitted on September 29, 2025, rendering Plaintiff’s admissions binding. Defendant also filed this pending September 2025 Motion to Compel, alleging insufficiency despite Plaintiff’s verified and complete responses.

9. Defendant himself has served written discovery responses, and Plaintiff has not sought to compel further supplementation at this stage. The record reflects that it is Plaintiff who has cooperated in good faith with discovery, while Defendant continues to burden the Court with unnecessary motions. Defendant also filed a September 2025 Motion for Judgment on the Pleadings, seemingly feeling comfortable that the discovery is complete at least enough to enable this Court to satisfy the underlying relief that Defendant is seeking.

III. Plaintiff has Produced All Responsive Materials Requested by Defendant

10. Plaintiff has produced all responsive materials requested by Defendant, including bank statements, payment records, receipts, emails, letters, and notices exchanged with Defendant. He has also served verified interrogatory answers, amended responses, and supplemental responses to Requests for Production. Responses to Requests to Admit have already been deemed admitted. Defendant's Motion to Compel, ¶8-9, generally asserts that Plaintiff's "Discovery Abuse Through Document Dump" and "Continued Non-Compliance" but such allegations are unsupported by the record.

11. Defendant argues, at ¶10–14 of his Motion, that Plaintiff has not sufficiently answered Interrogatories (and seemingly Production Requests) concerning rental arrangements, water damage, contractor access, and use of proceeds from the condominium sale. Plaintiff's answers, however, specifically identified roommates (Lenihan and Sheets), disclosed the timing and amount of their contributions, described the discovery of water damage on January 6, 2025, notified Defendant immediately, and identified the sole contractor who inspected (Miguel Delgado). Plaintiff also detailed the October 2023 condo sale, including the \$76,000 proceeds, \$18,000 Prius purchase, \$30,000 in payments toward the property, and the approximate balance remaining.

12. Defendant also claims, at ¶15–18 of his Motion, that Plaintiff failed to provide documents responsive to production requests seeking additional bank statements, closing documents, and communications. Plaintiff has already produced available bank records and receipts, as well as all emails and letters in his possession. He executed an affidavit of completeness confirming that no further responsive materials exist. He cannot be compelled to produce documents that are not in his possession, custody, or control.

13. Defendant presses, at ¶19–22 of his Motion, for additional equity tracking documents and version histories. Plaintiff has explained that the equity spreadsheet was recreated from his own records after Defendant revoked access to the shared document. Plaintiff produced the recreated version attached to the Complaint as Exhibit B and supplemented with available supporting bank and payment records. There are no further documents to produce.

14. Defendant further alleges, at ¶10 of his Motion, that Plaintiff failed to produce photos and videos of water damage and additional contractor communications. Plaintiff explained that he took photographs on January 6, 2025, but Defendant refused to coordinate inspection or insurance, preventing further documentation. Plaintiff has since produced all files located and verified that no additional photos or videos remain in his possession.

15. In sum, Defendant’s objections do not demonstrate insufficiency; they demonstrate dissatisfaction. Plaintiff has answered each interrogatory with specificity, produced documents to the extent they exist, and certified completeness. Defendant seeks to compel documents and information that either do not exist, are not within Plaintiff’s control, or are irrelevant and beyond the scope of the claims in this litigation.

IV. Defendant’s Motion Is a Fishing Expedition Beyond the Scope of Litigation

16. Defendant seeks to exploit discovery not to obtain information relevant to existing claims or defenses, but to rummage through Plaintiff's personal financial life and communications in hopes of creating new arguments. Discovery in Illinois is broad but not unlimited: it must be tailored to matters relevant to the claims and proportional to the needs of the case. Defendant's Motion to Compel, ¶12, seeks all communications with any roommate, friend, or third party concerning the Property, which is facially overbroad and outside the scope of the claims at issue.

17. At ¶16 of the Motion, Defendant demands production of all personal bank statements" and "complete financial records for multi-year periods. Plaintiff has already produced bank records reflecting the payments at issue and has certified completeness. Demanding wholesale production of every personal financial record is harassment, not proper discovery, and far exceeds proportionality requirements. The Illinois Supreme Court Rules do not permit parties to invade financial privacy where the records produced already establish the relevant transactions.

18. Defendant also asserts, at ¶13, that Plaintiff must produce all communications with any contractor, inspector, or repair service since 2022. Plaintiff has already disclosed the one contractor (Miguel Delgado) who inspected in April 2025 and produced responsive communications. Defendant seeks materials that do not exist or are wholly irrelevant to the claims. Plaintiff cannot be compelled to create documents that do not exist simply to satisfy Defendant's demands.

19. Defendant originally sought production of all photographs, videos, or recordings of the Property from any time Plaintiff has been in possession. Plaintiff has already explained that only a limited set of water damage photos existed, which have been produced. Plaintiff

cannot produce what he does not have, and Defendant cannot use discovery to demand unlimited personal images unrelated to the issues. These requests are untethered to the claims and defenses properly before the Court.

20. Finally, Defendant insists, at ¶20, that Plaintiff supplement all equity tracking records ever created. Plaintiff has already explained that the only version in his possession was recreated from his own records after Defendant revoked access. That document was attached as Exhibit B to the Complaint, and no further records exist. This repeated demand demonstrates Defendant's fishing expedition rather than a legitimate need for additional information. When combined with the other overreaching requests, the Motion reflects Defendant's effort to expand discovery beyond the scope of this litigation, not to resolve the actual disputes before the Court.

V. Defendant Already Possesses Much of the Information

21. Many of the categories Defendant claims were "withheld" are already in Defendant's possession:

- Defendant himself authored or received the correspondence.
- Defendant has independent access to the property records and utility accounts.
- Defendant's own notices, demands, and letters—many of which are already attached to motions before this Court—cover the same ground. It is improper to compel Plaintiff to reproduce materials already in Defendant's possession or equally available to him.

22. This Court has already granted Defendant's Motion to Deem Facts Admitted. Plaintiff's responses to Requests to Admit are now binding, eliminating much of the factual dispute Defendant attempts to reopen through further discovery. Compelling additional responses would be duplicative and unnecessary.

VI. Conclusion

For the reasons set forth above, Plaintiff respectfully requests that this Court deny Defendant's Motion to Compel in its entirety. In the alternative, should the Court find any further supplementation appropriate, Plaintiff requests the Court narrowly tailor any order to specific, limited categories, and deny Defendant's improper fishing expedition.

Dated: October 2, 2025

Respectfully Submitted,

By: /s/Mason Cole
Attorney for the Plaintiff

Mason S. Cole
COLE SADKIN LLC
1652 W. Belmont Ave., Ste. 1
Chicago, Illinois 60657
T: (312) 548-8610
Firm ID: 49001
mcole@colesadkin.com
Counsel for Plaintiff

EXHIBIT 1

Fwd: 2025CH05527 Hadley v. McGivern

1 message

[Redacted]

[Redacted]

----- Forwarded message -----
From: Rebecca Bach <rbach@colesadkin.com>
Date: Thu, Aug 28, 2025 at 4:55 PM
Subject: 2025CH05527 Hadley v. McGivern
To: [Redacted]
Cc: Mason Cole <mcole@colesadkin.com>

Hello,
Please find attached copies of our client's amended discovery responses and production.

- 1_7 WhatsApp Voice message re water damage.m4a
- Water Damage Video Sent to Brandon.MOV

Rebecca Bach
Director of Practice Support
Cole Sadkin, LLC
1652 West Belmont, Suite 1
Chicago, IL 60657
T: (312) 380-7134
F: (312) 283-2626
E: rbach@colesadkin.com

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4 attachments

- Hadley Document Production.pdf
20606K
- [FINAL] EDITS itedHadley v. McGivern, 25-CH-05527--Plaintiff's Amended Responses to Defendant's Production Requests (MSC Redline 8-28) (1).pdf
210K
- [FINAL] EDITS Hadley v. McGivern, 25-CH-05527--Plaintiff's Amended Responses to Defendant's Interrogatories Requests (MSC Redline 8-28) (1).pdf
218K
- Hadley v. McGivern, 25-CH-05527--Plaintiff's Response in Opposition to Defendant's Motion to Compel (MSC Redline 10-1).docx
27K

FILED DATE: 10/3/2025 9:48 AM 2025CH05527

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

KYLE HADLEY,)		
)		
<i>Plaintiff,</i>)		
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v.)	Case No.	2025-CH-05527
)		
BRANDON MCGIVERN,)	Judge	Eve M. Reilly
)		
<i>Defendant.</i>)	Courtroom	2405

**PLAINTIFF KYLE HADLEY’S AMENDED RESPONSES TO DEFENDANT’S
REQUESTS FOR DOCUMENT PRODUCTION¹**

REQUEST NO. 1: All bank statements, checking account statements, and deposit records in your name or control from June 1, 2022 to present, including but not limited to accounts at any financial institution where rental payments were deposited from any source.

Revised Response to Request No. 1:

Plaintiff objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case, insofar as it seeks all bank statements, checking account statements, and deposit records for all accounts in Plaintiff’s name or control from June 1, 2022 to the present, regardless of relevance. Plaintiff further objects on grounds of privacy, as the Request seeks disclosure of personal financial transactions wholly unrelated to the claims or defenses in this litigation.

Subject to and without waiving these objections, Plaintiff responds as follows:

¹ Defendant sent over an August 21, 2025 201(k) request specifically requesting Plaintiff amend Production Responses 3, 5, 6, 7, 8, and 13.

- Plaintiff has maintained one primary checking account at **Bank of America (account ending in 9913)** during the relevant period.
- To the extent relevant to this matter, Plaintiff has produced records from that account reflecting deposits from:
 - **Condominium tenants (Yaela (YALEA)Baughman, Samantha Campbell and Joie-Britton Raymond, April 2022–October 2023).**
 - **Roommates at the Property** (Timothy Lenihan and Michael Sheets), who contributed informal amounts toward household expenses.
 - **Plaintiff’s payments to Defendant** relating to the anticipated purchase of 6122 N. Winthrop.
- These records are reflected in Plaintiff’s Bates-stamped production *See Hadley* 00001-708.

REQUEST NO. 2: All documents evidencing payments received from any person for occupancy, use, or rental of any property under your control from June 1, 2022 to present, including but not limited to: - Payments received for your condominium rental (2022-2023) - Payments received for any portion of the Property (2022-present) - Checks, electronic transfers, cash receipts - Venmo, Zelle, PayPal, or other electronic payment records - Money orders or cashier's checks

Revised Response to Request No. 2:

Plaintiff objects to this Request as overly broad and not proportional to the needs of the case to the extent it seeks *all* documents evidencing *any* payments received by Plaintiff from June 1,

2022 to present, regardless of their relation to the claims or defenses in this litigation. Plaintiff further objects on grounds of privacy, as the Request encompasses personal transactions unrelated to rental or occupancy.

Subject to and without waiving these objections, Plaintiff responds as follows:

- Plaintiff has produced documents sufficient to show all payments received from:
 - **Condominium tenants** — Yaela Baughman, Samantha Campbell and Joie-Britton Raymond, pursuant to written leases at 6166 N. Sheridan Rd., Unit 22K (April 2022 – October 2023). Rent payments were deposited primarily by Venmo and bank transfer.
 - **Roommates at 6122 N. Winthrop Ave., Unit C** — Timothy Lenihan (since April 2022) and Michael Sheets (since August 2024), who contributed informal amounts toward household expenses. These were not rental payments and did not create a landlord-tenant relationship.
- Responsive documents produced include:
 - **Bank of America statements** reflecting relevant deposits
 - **Zelle and Venmo payment records**
 - **Payment summary log**
 - **Communications referencing payments** (emails/texts)
 - **Supporting receipts** for property-related expenditures

See Hadley 00001-708. Plaintiff will supplement this production if additional responsive documents are located.

REQUEST NO. 3: All communications (including text messages, emails, letters, and instant messages) with Timothy Lenihan and any other person(s) regarding occupancy, rental, or payment for use of any property under your control from June 1, 2022 to present, including communications regarding your condominium rental arrangements.

Revised Response to Request No. 3:

Plaintiff objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks *all* communications with Timothy Lenihan or others regardless of subject matter. Plaintiff further objects on grounds of privacy, as the Request would encompass personal or unrelated communications having nothing to do with the properties, occupancy, or payments.

Subject to and without waiving these objections, Plaintiff responds as follows:

- Plaintiff has produced communications sufficient to show all discussions regarding occupancy, rental, or payment for use of Plaintiff's condominium at 6166 N. Sheridan Rd., Unit 22K, as well as 6122 N. Winthrop Ave., Unit C.
- Responsive documents include:
 - **Emails and texts with Defendant and third parties regarding payment and occupancy**
 - **Letters and notices exchanged with Defendant regarding occupancy and payments**
 - **Emails concerning condominium rental arrangements**
 - **Relevant texts and emails with Timothy Lenihan and Michael Sheets concerning contributions to household expenses**

See Hadley 00001-708. Plaintiff is not withholding any communications on the subject of occupancy, rental, or payments; only non-relevant personal communications have been excluded. Plaintiff will supplement if additional responsive communications are located.

REQUEST NO. 4: All rental agreements, lease agreements, subletting agreements, or arrangements (whether written or oral) concerning any property under your control from June 1, 2022 to present, including arrangements for your condominium and any portion of the Property, including documentation of rental amounts charged.

Revised Response to Request No. 4:

Plaintiff objects to this Request as overly broad and vague to the extent it seeks “all arrangements” without limitation, and to the extent it seeks oral conversations unrelated to any agreement. Plaintiff further objects insofar as the Request seeks to characterize informal cost-sharing among roommates as “rental” or “subletting,” which it was not.

Subject to and without waiving these objections, Plaintiff responds as follows:

- **Condominium (6166 N. Sheridan Rd., Unit 22K):**

Plaintiff entered into formal written lease agreements with tenants **Yaela (YALEA) Baughman, Samantha Campbell and Joie-Britton Raymond** from April 2022 through October 2023. These leases reflected monthly rent of approximately \$1,867 from April 2022-April 2023 of the unit and \$2,000 from April 2023-October 2023.

- **Property (6122 N. Winthrop Ave., Unit C):**

Plaintiff did not enter into any written or oral rental, lease, or subletting agreements concerning this Property. From April 2022 onward, Plaintiff resided at the Property and shared occupancy with friends (Timothy Lenihan and later Michael Sheets) who made

informal contributions toward household expenses. These were not rental agreements, did not involve a fixed rental rate, and did not create a landlord-tenant relationship.

- **Documentation of Rental Amounts Charged:**

The only fixed monthly rental amounts were those reflected in the above-referenced condominium leases. No documentation exists of “rental amounts” charged at the Property, as no rental relationship existed.

See Hadley 00001-708. Plaintiff will supplement if additional responsive documents are located.

REQUEST NO. 5: All documents relating to the water damage at the Property discovered in January 2025, including but not limited to: - Photographs or videos of the damage - Communications with contractors or repair persons - Repair estimates or invoices - Text messages, emails, or other communications with Defendant regarding the damage.

Revised Response to Request No. 5:

Plaintiff objects to this Request as overly broad and unduly burdensome to the extent it seeks “all documents” without limitation, and as vague insofar as it may call for duplicative production of pleadings already on file with the Court.

Subject to and without waiving these objections, Plaintiff responds as follows:

Plaintiff has produced documents relating to the water damage first discovered at the Property in January 2025, including:

- **Photographs and video recordings** documenting the water damage.
- **Text messages and emails with Defendant** beginning January 6, 2025, notifying him of the issue and requesting coordination of insurance and contractors

- **Court-filed motions and notices** concerning property access and preservation .

No repair invoices or completed work orders exist, as Defendant refused to authorize repairs or coordinate insurance, and therefore no remediation was undertaken.

See Hadley 00001-708. Plaintiff will supplement if additional photographs or communications are located.

REQUEST NO. 6: All communications with any contractor, repair person, or service provider who accessed the Property or discussed the Property from January 1, 2025 to present, including communications regarding water damage assessment, repair estimates, and any work performed.

Revised Response to Request No. 6:

Plaintiff objects to this Request as overly broad and not proportional to the needs of the case insofar as it seeks all communications with any contractor or service provider regardless of subject matter. Plaintiff further objects to the extent the Request is duplicative of pleadings already filed with the Court concerning property access and inspection.

Subject to and without waiving these objections, Plaintiff responds as follows:

- Plaintiff has produced all responsive communications with contractors or service providers concerning the Property between January 1, 2025 and the present.
- No written estimates or reports were issued, as Defendant refused to coordinate insurance coverage or authorize repairs.
- No work was performed and thus no invoices or contractor bills exist beyond the initial inspection coordination.

See Hadley 00001-708. Plaintiff will supplement if additional responsive communications are located.

REQUEST NO. 7: All documents evidencing your purchase of a vehicle in or around October 2023, including purchase agreements, financing documents, and payment records.

Revised Response to Request No. 7:

Plaintiff objects to this Request as overly broad and not proportional to the needs of the case insofar as it seeks all “financing documents” or unrelated personal financial records, and further objects on grounds of privacy.

Subject to and without waiving these objections, Plaintiff responds as follows:

- Plaintiff purchased a **2022 Toyota Prius (2022 Ford Mustang Mach-E)** in or about October 2023 for approximately **\$18,000 (\$42,740)**, using a portion of the proceeds from the sale of his condominium.
- Responsive documents evidencing this purchase have been produced, including:
 - **Purchase agreement and sales documents**
 - **Payment records reflecting purchase funds**
- Plaintiff did not obtain financing for this purchase; it was paid in cash from sale proceeds.
- No further responsive documents exist beyond those already produced.

See Hadley 00001-708. Plaintiff will supplement if any additional responsive documents are located.

REQUEST NO. 8: All documents relating to the sale of your condominium in October 2023, including closing statements and proceeds documentation.

Revised Response to Request No. 8:

Plaintiff objects to this Request as overly broad and unduly burdensome to the extent it seeks “all documents” relating to the condominium sale, including personal financial or tax records beyond the scope of this litigation. Plaintiff further objects on grounds of privacy.

Subject to and without waiving these objections, Plaintiff responds as follows:

- Plaintiff sold his condominium at **6166 N. Sheridan Rd., Unit 22K, Chicago, Illinois**, with closing on **October 11, 2023**.
- Plaintiff received approximately **\$76,000 (\$125,000) in net proceeds** from that sale.
- Responsive documents produced include:
 - **Closing statement and settlement documents**
 - **Proceeds disbursement records**
- These documents confirm the amount of net proceeds, a substantial portion of which was subsequently applied toward the agreed purchase of 6122 N. Winthrop Ave., Unit C.

See Hadley 00001-708. Plaintiff will supplement if any additional responsive documents are located. No additional responsive documents exist beyond those already produced.

REQUEST NO. 9: All communications (including emails, text messages, and letters) between you and Defendant from October 1, 2024 to present.

Revised Response to Request No. 9:

Plaintiff objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case insofar as it seeks *all* communications with Defendant from October 1, 2024 to

present, regardless of subject matter. Plaintiff further objects to the extent this Request is duplicative of pleadings and exhibits already filed with the Court.

Subject to and without waiving these objections, Plaintiff responds as follows:

- Plaintiff has produced communications with Defendant from October 1, 2024 to present relating to the issues in this case, including:
 - **Emails and texts regarding Plaintiff's payments and equity contributions**
 - **Letters exchanged regarding occupancy and purchase terms**
 - **Communications regarding water damage and inspection access (Jan–June 2025)**
 - **Notices and filings related to property access and preservation (June 2025)**
- To Plaintiff's knowledge, no responsive communications with Defendant have been withheld on the basis of relevance. Non-substantive or personal messages unrelated to occupancy, payments, or property issues have been excluded.

See Hadley 00001-708. Plaintiff will supplement if any additional responsive documents are located.

REQUEST NO. 10: All documents evidencing any equity calculations or tracking related to the Property, including any versions of equity tracking spreadsheets or documents other than those already produced in this litigation.

Revised Response to Request No. 10:

Plaintiff objects to this Request as overly broad, unduly burdensome, and duplicative insofar as it seeks “all documents” related to equity calculations, including versions of documents already produced or filed with the Court. Plaintiff further objects to the extent the Request mischaracterizes Plaintiff’s good-faith efforts to maintain a personal equity contribution log as “fabrication.”

Subject to and without waiving these objections, Plaintiff responds as follows:

- Plaintiff maintained an equity contribution log beginning in or around October 2023 to track payments and improvements made toward the anticipated purchase of 6122 N. Winthrop Ave., Unit C.
- Responsive documents have been produced, including:
 - **Equity tracking spreadsheet and PDF versions** (Exhibit B to Complaint)
 - **Underlying payment logs and supporting records**
 - **Emails and texts with Defendant referencing “equity,” “buying in,” and “our property”**
- Plaintiff has not withheld any versions of the equity tracking log. To the extent the log was reformatted (e.g., column headings or layout adjustments) for purposes of litigation presentation, such reformatting did not alter the substantive payment data.

See Hadley 00001-708. Plaintiff will supplement if any additional responsive documents are located.

REQUEST NO. 11: All documents relating to your real estate license, including but not limited to: - Continuing education records and professional standards materials received from 2023 to present - Any disciplinary communications, complaints, or investigations Professional standards training materials regarding oral contracts and fiduciary duties - Any research or materials you reviewed regarding Illinois real estate law from 2022 to present.

Revised Response to Request No. 11:

Plaintiff objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case, insofar as it seeks all continuing education records, training materials, or “any research” Plaintiff has reviewed regarding Illinois real estate law. Plaintiff further objects on grounds of relevance, as Plaintiff’s claims arise from a personal purchase agreement and equitable ownership dispute, not from his professional activities as a licensed broker. Plaintiff also objects on grounds of attorney-client privilege and work product to the extent the Request seeks “research or materials reviewed” concerning Illinois real estate law.

Subject to and without waiving these objections, Plaintiff responds as follows:

- Plaintiff is, and has been, a licensed real estate broker in the State of Illinois. His Illinois license number is 475181253.
- Plaintiff’s license is currently active and in good standing.
- Plaintiff has not received any disciplinary communications, complaints, or investigations relating to his license.

- Plaintiff did not act in his professional capacity as a licensed broker in connection with the Property; all dealings with Defendant were personal in nature.
- To the extent relevant, Plaintiff has produced or will produce publicly available documentation confirming his license status

See Hadley 00001-708. Plaintiff will supplement if any additional responsive documents are located.

REQUEST NO. 12: All documents evidencing improvements, modifications, or alterations made to the Property during your occupancy, including receipts, invoices, and disposal records for any appliances or fixtures.

Revised Response to Request No. 12:

Plaintiff objects to this Request as overly broad and unduly burdensome to the extent it seeks “all documents” relating to any modifications or alterations without limitation. Plaintiff further objects to the extent the Request mischaracterizes ordinary maintenance and replacement of nonfunctioning appliances as “alterations.”

Subject to and without waiving these objections, Plaintiff responds as follows:

- Plaintiff made the following improvements and replacements at 6122 N. Winthrop Ave., Unit C during his occupancy:
 - Replacement of washer and dryer (June 2023; approx. \$2,192.28).

- Replacement of air conditioning condenser and related components (2024; approx. \$7,075).
- ~~Painting of interior walls, flooring repairs in living room, replacement of shower hardware, and installation of smoke/carbon monoxide detectors (collectively approx. \$2,400).~~ **(Other projects include but not limited to: attic insulation purchase, security system installation, exterior maintenance, bed bug remediation - source was Defendants bedroom. Other improvements, modifications, and alterations were made - but documentation was not saved. All would be considered relatively minor.**
- Responsive documents evidencing these improvements have been produced, including:
 - **ABT invoice and haul-away receipt for washer/dryer**
 - **HVAC replacement invoice**
 - ~~Receipts for materials and supplies~~

See Hadley 00001-708. No additional invoices or disposal records exist beyond those already produced. The washer/dryer units removed were nonfunctional and disposed of through ABT's standard haul-away service. The air conditioning unit was removed by the installation contractor as part of the replacement process. Plaintiff will supplement if any additional responsive documents are located.

REQUEST NO. 13: All communications with your attorney Mason Cole regarding this litigation, the Property, or the underlying dispute (except those protected by attorney-client privilege).

Revised Response to Request No. 13:

Plaintiff objects to this Request on the grounds that it seeks communications protected by the attorney-client privilege and the attorney work-product doctrine. All communications between Plaintiff and his counsel, Mason Cole, regarding this litigation, the Property, or the underlying dispute are privileged and will not be produced.

Subject to and without waiving these objections, Plaintiff states that:

- To the extent any non-privileged communications exist (e.g., filed pleadings, service copies of correspondence between counsel, or communications already exchanged with Defendant and produced in discovery), those documents have already been produced in Plaintiff's Bates-stamped production
- Plaintiff is not withholding any non-privileged documents responsive to this Request.

See Hadley 00001-708. Plaintiff will supplement if any additional responsive documents are located.

REQUEST NO. 14: All documents supporting your claimed equity interest in the Property, including but not limited to: - Any calculations, appraisals, or financial projections - Legal research or attorney advice regarding equity claims - Any valuations or market analyses of the Property.

Revised Response to Request No. 14:

Plaintiff objects to this Request as overly broad and unduly burdensome to the extent it seeks “all documents” relating to Plaintiff’s equity interest. Plaintiff further objects on the grounds of attorney-client privilege and the attorney work-product doctrine insofar as the Request seeks “legal research” or “attorney advice” regarding equity claims.

Subject to and without waiving these objections, Plaintiff responds as follows:

- Plaintiff’s claimed equity interest in 6122 N. Winthrop Ave., Unit C is supported by documented payments, improvements, and contemporaneous communications acknowledging an agreement for purchase. Responsive non-privileged documents already produced include:
 - **Payment records**
 - **Bank of America statements, Venmo, and Zelle records reflecting payments**
 - **Equity tracking log (Exhibit B to Complaint)**
 - **Receipts for property improvements (washer/dryer, HVAC, ~~paint/flooring/~~ shower hardware)**
 - **Emails and texts with Defendant referencing “equity,” “buying in,” and “our property”**
- Plaintiff has not commissioned any appraisals, valuations, or market analyses of the Property, and no such responsive documents exist.
- Plaintiff expressly withholds from production any documents constituting legal research or attorney advice, as these are privileged.

See Hadley 00001-708. Plaintiff will supplement if any additional responsive documents are located.

REQUEST NO. 15: All documents relating to your rental business operations from June 2022 to present, including but not limited to: - Business licenses, permits, or registrations for rental operations - Tax returns or schedules showing rental income - Marketing materials, advertisements, or listings for rental properties - Business bank accounts or financial records related to rental income - Any documents relating to compliance with Chicago landlord-tenant ordinances.

Revised Response to Request No. 15:

Plaintiff objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case, insofar as it seeks “all documents” relating to supposed “rental business operations” from June 2022 to present. Plaintiff further objects to the extent the Request seeks private financial information (including tax returns) unrelated to the issues in this litigation, and to the extent it mischaracterizes Plaintiff’s living arrangements at 6122 N. Winthrop as a “rental business.”

Subject to and without waiving these objections, Plaintiff responds as follows:

- Plaintiff did not operate a rental business at 6122 N. Winthrop Ave., Unit C.

Contributions from Timothy Lenihan and Michael Sheets were informal household cost-sharing, not rent. No business licenses, permits, or registrations exist for Winthrop.

- Plaintiff did rent his condominium at 6166 N. Sheridan Rd., Unit 22K, Chicago, Illinois, under formal written leases with Yalea Baughman, Samantha Campbell and Joie-Britton Raymond (April 2022–October 2023). Responsive documents regarding that tenancy have been produced, including:
 - **Written leases and related documentation**
 - **Payment records (Zelle, Venmo, bank statements)**
 - **Communications regarding lease terms and payments**
- Plaintiff has not created or maintained any marketing materials, advertisements, or public listings for either property, and no such documents exist.
- Plaintiff has not maintained any separate business bank accounts for rental operations.
- Plaintiff has not prepared or filed landlord-tenant compliance documents, as no rental business was operated.

See Hadley 00001-708. Plaintiff will supplement if any additional responsive documents are located.

Date: August 28, 2025

Respectfully submitted,

KYLE HADLEY

By: /s/Mason Cole

Cole Sadkin, LLC
1652 W. Belmont
Chicago, Illinois 60657
(312) 548-8610
mcole@colesadkin.com
Cook County Attorney No. 49001
Counsel for Plaintiff

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

KYLE HADLEY,)	
)	
<i>Plaintiff,</i>)	
)	
v.)	Case No. 2025-CH-05527
)	
BRANDON MCGIVERN,)	Judge Eve M. Reilly
)	
<i>Defendant.</i>)	Courtroom 2405
)	

AFFIDAVIT OF COMPLETENESS

I, Kyle Hadley, state as follows pursuant to 735 ILCS 5/1-109:

1. I am the Plaintiff in this matter.
2. I have reviewed the discovery requests served by Defendant and my responses thereto.
3. I have conducted a reasonable and diligent search for responsive information and documents within my possession, custody, or control.
4. All non-privileged documents responsive to Defendant’s Requests for Production, and not subject to valid objections stated in my written responses, have been produced in Bates-stamped form.
5. To the best of my knowledge, information, and belief, my production is complete as of the date below, subject to supplementation in accordance with the Illinois Code of Civil Procedure and applicable rules.

Under penalties as provided by law pursuant to 735 ILCS 5/1-109, I certify that the statements

set forth in this Affidavit are true and correct, except as to matters stated to be on information and belief, and as to such matters I believe them to be true.

Dated: _____, 2025

Kyle Hadley
ID YE5XMccCdyJc5YG6gZHJBW68

Kyle Hadley, Plaintiff

eSignature Details

Signer ID: YE5XMccCdyJc5YG6gZHJBW68
Signed by: Kyle Hadley
Sent to email: [REDACTED]
IP Address: 75.38.172.132
Signed at: Aug 28 2025, 6:48 pm CDT

Winthrop:

1. Timothy Lenihan

- Address: 6122 N. Winthrop Ave., Unit C, Chicago, IL 60660
- Relationship: Longtime friend
- Nature of Payments: Contributions toward household utilities/expenses; not rent
- Period: April 2022 – present

2. Michael Sheets

- Address: 6122 N. Winthrop Ave., Unit C, Chicago, IL 60660
- Relationship: Friend
- Nature of Payments: Contributions toward household utilities/expenses; not rent
- Period: August 2024 – present

3. Yalea Baughman

- Address: 6166 N. Sheridan Road, Unit 22K, Chicago, IL 60660
- Relationship: Longtime friend/roommate
- Nature of Payments: Informal sharing of utilities and food expenses; not rent; no lease signed - **LEASED TENANT**
- Period: April 2022 – April 2023

4. Samantha Campbell and Joie-Britton Raymond

- Address: 6166 N. Sheridan Road, Unit 22K, Chicago, IL 60660
- Relationship: Tenants under written lease of Plaintiff's condominium
- Nature of Payments: Rent pursuant to a lease agreement
- Period: April 2023 – October 2023

INTERROGATORY NO. 2: For each person identified in your answer to Interrogatory No. 1, state:

- a) The total amount of money received from that person
- b) The dates and amounts of each payment
- c) The method of payment (cash, check, electronic transfer, etc.)
- d) The rental rate charged per month
- e) The time period of their occupancy
 - o **Revised Response to Interrogatory No. 2:**

(1) Timothy Lenihan

- a) **Total Amount Paid:** Approximately \$11,450
- b) **Dates/Amounts:** Individual contributions varied from April 2022 to present.
- c) **Method of Payment:** Primarily electronic transfer (Zelle/Venmo).
- d) **Rental Rate:** *No rental rate was charged.* Contributions were informal, voluntary cost-sharing toward household expenses, generally up to \$800/month.
- e) **Occupancy Period:** April 2022 – present.

(2) Michael Sheets

- a) **Total Amount Paid:** Approximately \$3,200
- b) **Dates/Amounts:** Contributions made between August 2024 and present. Specific transactions are documented in *Hadley_6122_Payments.pdf* and Venmo/Zelle records previously produced.
- c) **Method of Payment:** Electronic transfer (Zelle/Venmo).
- d) **Rental Rate:** *No rental rate was charged.* Contributions were informal,

voluntary cost-sharing toward household expenses, generally up to \$800/month.

e) **Occupancy Period:** August 2024 – present.

(3) Yalea Baughman

- a) **Total Amount Paid:** ~~\$22,404~~ - **CORRECT AMMOUNT IS \$14,936**
- b) **Dates/Amount:** Rent paid during rental period of April 2022-April 2023
- c) **Method of Payment:** Venmo
- d) **Rental Rate:** \$1,867/month
- e) **Occupancy Period:** April 2022 – April 2023

5. Samantha Campbell and Joie-Britton Raymond

- a) **Total Amount Paid:** \$14,000
- b) **Dates/Amount:** Rent paid during rental period April 2023-October 2023
- c) **Method of Payment:** Venmo
- d) **Rental Rate:** \$2,000/month
- e) **Occupancy Period:** April 2023 – October 2023

Please see attached corresponding document production for financial records.

INTERROGATORY NO. 3: Describe in detail all rental arrangements, agreements, or understandings (whether written or oral) you have had concerning any property under your control from June 1, 2022 to present, including your condominium rental arrangements and any arrangements concerning the Property, including the terms, duration, and rental amounts.

Revised Response to Interrogatory No. 3:

Plaintiff has had two categories of arrangements during the period June 1, 2022 to present:

(1) Condominium at 6166 N. Sheridan Rd., Unit 22K (Chicago, IL)

- **Arrangement:** Formal written lease agreements with tenants.
- **Tenants:** Yalea Baughman, Samantha Campbell and Joie-Britton Raymond.
- **Terms:** Lease from April 2022-April 2023 (Baughman), fixed monthly rent of \$1,867. Lease from April 2023 through October 2023; fixed monthly rent of \$2,000.
- **Duration:** April 2023 – October 2023.
- **Rental Amounts:** As stated in the lease; rent paid monthly and deposited into Plaintiff’s account.

(2) 6122 N. Winthrop Ave., Unit C (the “Property”)

- **Arrangement:** No written or oral rental agreements.
- **Nature of Occupancy:** Informal cost-sharing among friends/roommates (e.g., Timothy Lenihan, Michael Sheets).
- **Terms:** No fixed rental rate, no lease, no tenancy created. Contributions varied and were intended to share household expenses (utilities, groceries, incidental household costs).
- **Duration:**
 - Lenihan: April 2022 – present.
 - Sheets: August 2024 – present.
- **Rental Amounts:** None. Contributions generally up to \$800/month, as reflected in Plaintiff’s produced Venmo/Zelle records.

INTERROGATORY NO. 4: State the date you first discovered water damage at the Property and describe in detail:

a) How you discovered the damage

- b) The extent of the damage as you understood it
- c) All actions you took regarding the damage
- d) All persons you notified about the damage and when

Revised Response to Interrogatory No. 4:

- **Date of Discovery:** January 6, 2025.

a) How Discovered: Plaintiff observed visible water staining on the kitchen ceiling during routine use of the Property.

b) Extent of Damage (as understood at the time): Plaintiff noted watermarks on drywall in the **kitchen ceiling, (LIVING ROOM)** suggesting a possible leak from above. The full source and scope of damage could not be determined without further inspection.

c) Actions Taken:

- Immediately notified Defendant on January 6, 2025 by text message and email.
- Requested Defendant's assistance in arranging inspection, contractor access, and insurance coordination.
- Took photographs of the affected area and preserved them.
- Followed up seeking a referral for a contractor and guidance regarding Defendant's insurance claim.
No repairs were undertaken because Defendant refused to provide authorization or coordinate insurance coverage.

d) Persons Notified and When:

- **Brandon McGivern (Defendant):** January 6, 2025 by text message and email.
No other individuals were notified at that time.

INTERROGATORY NO. 5: Identify all contractors, repair persons, or service providers who accessed the Property from January 1, 2025 to present, including:

- a) Their names and contact information
- b) The dates of their access and purpose
- c) All communications you had with them (dates, methods, substance)
- d) Whether Defendant was notified before, during, or after their access
- e) Any estimates, reports, or assessments received
- f) Any work performed or damage caused

Revised Response to Interrogatory No. 5:

No other contractors, repair persons, or service providers accessed the Property between January 1, 2025 and the present.

INTERROGATORY NO. 6: State the exact date your condominium sale closed in October 2023 and describe how you used the proceeds from that sale, including:

- a) The total amount of proceeds received
- b) The exact amount applied to vehicle purchase and vehicle details
- c) Any other specific uses of the proceeds
- d) The amount remaining after all expenditures

Revised Response to Interrogatory No. 6:

- **Closing Date:** October 11, 2023.

a) Total Net Proceeds Received: Approximately \$76,000 (after satisfaction of mortgage and closing costs).

b) Vehicle Purchase:

- **Amount Applied:** Approximately \$18,000. (**\$42,740**)

- **Vehicle: 2022 Toyota Prius. (2022 Mustang Mach-E)**
- Payment Method: Lump sum purchase in October 2023.

c) Other Expenditures of Proceeds:

- Approximately \$30,000 applied between March–June 2024 toward the agreed purchase of 6122 N. Winthrop Ave., Unit C.
- Remaining funds used incrementally from late 2023 through mid-2025 for necessary living expenses, including rent, utilities, attorney fees, and related household costs.

d) Balance Remaining: Approximately \$5,000 as of February 2025.

Supporting documents (bank statements, Zelle/Venmo transfers, and vehicle purchase records) have been produced or will be supplemented.

INTERROGATORY NO. 7: Describe in detail the creation, modification, and access history of any equity tracking documents related to the Property, including:

- a) When you first created any equity tracking document
- b) All persons who had access to such documents and when
- c) All modifications made to such documents and the dates
- d) How you obtained access to any version of Defendant's equity tracking after January 30, 2025
- e) All software, applications, or methods used to create or modify such documents

Revised Response to Interrogatory No. 7:

a) Creation: Plaintiff first began preparing an equity contribution log in or around October 2023, following the closing of his condominium sale, to track his payments and credits toward the anticipated purchase of 6122 N. Winthrop Ave., Unit C. **(Brandon created initial equity log, and shared with Kyle. Kyle copied and saved his own copy. Kyle and Brandon both continued to keep original log updated until Brandon removed access)**

b) Access: The initial equity log was maintained in Google Sheets and, at various times, was shared with Defendant by email and/or Google Docs link. Defendant was able to view and provide input during the parties' cooperative period. After disputes arose in early 2025, Plaintiff maintained his own version of the log privately for his records and for use in this litigation.

c) Modifications:

- Between October 2023 and January 2025, Plaintiff periodically updated entries to reflect payments made and credits toward purchase price.
- After February 2025, once Defendant ceased cooperating, Plaintiff reconciled the log against his own bank statements, Zelle/Venmo records, and text/email communications.
- In March 2025, Plaintiff reformatted the log for inclusion as **Exhibit B to the Complaint**, which involved layout adjustments (formatting and column headings) but did not alter the underlying figures.
- Plaintiff denies fabricating any data; all entries reflect actual payments and expenditures tied to the contemplated purchase.

d) Post-January 30, 2025 Access: Plaintiff has had no access to Defendant's personal equity spreadsheets or internal documents after that date. The version attached to the Complaint was recreated solely from Plaintiff's own records and recollections of data previously shared between the parties.

e) Software/Methods: The log was created and maintained primarily in **Google Sheets**, with occasional exports to **Excel** for record-keeping. For litigation purposes, the document was converted to **PDF** for attachment to pleadings.

INTERROGATORY NO. 8: Identify all bank accounts in your name or control from June 1, 2022 to present where rental payments were deposited from any source,

including:

- a) Bank name and account numbers
- b) Account type (checking, savings, etc.)
- c) Approximate balance range during the relevant period
- d) Sources of rental income deposited (condominium tenants, Property subtenants, etc.)

Revised Response to Interrogatory No. 8:

a) Bank Name and Account Numbers:

- **Bank of America – Checking Account (Account ending in 9913).**
- **This is Plaintiff’s primary checking account; opened in April 2010.**

b) Account Type:

- **Checking account.**

c) Approximate Balance Range (June 1, 2022 – present):

- **Balances in this account varied during the relevant period, generally ranging from approximately \$0 at the low end to approximately \$109,000 at the high end, depending on timing of deposits and expenditures.**

d) Sources of Deposits Characterized as “Rental Payments”:

- ***Condominium Tenants:* Rent received from Samantha Campbell and Joie-Britton Raymond pursuant to a written lease at 6166 N. Sheridan Rd., Unit 22K (April 2023 – October 2023). **(Yalea Baughman needs to be included)****
- ***Roommates at 6122 N. Winthrop (the Property):* Contributions from Timothy Lenihan and Michael Sheets were deposited through Zelle/Venmo into this account, but these were informal cost-sharing contributions toward household expenses, not rental payments.**
- ***Other Deposits:* Regular payroll deposits from Plaintiff’s employer and**

ordinary personal banking activity unrelated to rental or property income.

INTERROGATORY NO. 9: State your understanding of Illinois real estate law regarding:

- a) Requirements for written purchase agreements
- b) Professional duties of licensed real estate agents
- c) Disclosure obligations regarding property damage

Revised Response to Interrogatory No. 9:

Subject to Plaintiff's objections that this Interrogatory calls for legal conclusions and seeks expert testimony, and without waiving those objections, Plaintiff states his lay understanding as follows:

a) Written Purchase Agreements:

Plaintiff understands that, under the Illinois Statute of Frauds, real estate purchase agreements are ordinarily required to be in writing. Plaintiff further understands that Illinois courts recognize exceptions to the Statute of Frauds where there has been part performance, reliance, or equitable considerations. Plaintiff's claims are based on such equitable doctrines, not solely on contract enforcement.

b) Professional Duties of Licensed Real Estate Agents:

Plaintiff understands that Illinois real estate licensees owe fiduciary duties to their clients, including acting in good faith, avoiding conflicts of interest, and disclosing material information. Plaintiff further states that his dealings with Defendant regarding 6122 N. Winthrop were personal in nature and not in a professional capacity as a licensed real

estate agent.

c) Disclosure Obligations Regarding Property Damage:

Plaintiff understands that material property damage must be disclosed to prospective buyers, particularly if structural, environmental, or otherwise significant. Plaintiff further states that the Property was not publicly marketed during the relevant period, and he notified Defendant of the water damage beginning on January 6, 2025.

INTERROGATORY NO. 10: Describe all improvements, modifications, or alterations you made to the Property, including:

- a) Description of each improvement
 - b) Cost of each improvement
 - c) Whether you obtained Defendant's permission
 - d) Disposition of any appliances or fixtures removed
- **Revised Response to Interrogatory No. 10:**
 - **(1) Washer/Dryer**
 - a) **Description:** Replacement of existing washer and dryer in or about June 2023, due to age and functional limitations of the prior units.
 - b) **Cost:** Approximately \$2,192.28.
 - c) **Permission:** Plaintiff did not obtain express written permission from Defendant prior to replacement, but acted in good faith to maintain and improve the Property.
 - d) **Disposition:** The prior washer and dryer units, which were aged and no

longer reliable, were removed and discarded through standard appliance disposal.

○ **(2) Air Conditioner**

a) **Description:** Replacement of the HVAC condenser and related components in 2024 after recurring operational issues and inefficiency.

b) **Cost:** Approximately \$7,075.

c) **Permission:** Plaintiff did not obtain express written permission from Defendant prior to replacement, but undertook the replacement in good faith for habitability and efficiency purposes.

d) **Disposition:** The prior AC unit, which had diminished functionality, was removed by the installation contractor as part of the replacement process.

○ **(3) Other Improvements**

Plaintiff made no other improvements, modifications, or alterations to the Property during the relevant period. **(Other improvements, modifications, and alterations were made - but documentation was not saved. All would be considered relatively minor)**

INTERROGATORY NO. 11: State all facts supporting your claim to any equity interest in the Property, including your calculation methodology and any supporting documentation.

Revised Response to Interrogatory No. 11:

Plaintiff's claim to an equity interest in 6122 N. Winthrop Ave., Unit C is supported by the following facts:

(a) Cash Contributions Toward Purchase Price

- Plaintiff contributed more than \$30,000 between October 2023 and February 2025, following the sale of his condominium.
- These funds were provided directly to Defendant to be applied toward the agreed purchase of the Property.
- The contributions are documented in Plaintiff's produced records (*6122_Payments.xlsx*, *Hadley_6122_Payments.pdf*), Zelle/Venmo records, and bank statements.

(b) Improvements/Capital Expenditures

- Washer/dryer replacement (approx. \$2,100; ABT receipt produced).
- Air conditioner replacement (approx. \$7,075; receipt produced).
- Painting of interior walls, ~~flooring repair in living room~~, replacement of shower hardware, and ~~installation of smoke/carbon monoxide detectors~~ (collectively estimated at approx. \$2,400). **(Other projects include but not limited to: attic insulation purchase, security system installation, exterior maintenance, bed bug remediation - source was Defendants bedroom)**
- These improvements were made in good faith reliance on the parties' agreement that Plaintiff would purchase the Property, and their cost is supported by receipts or contemporaneous records. **(Receipts for projects outside of W/D and AC are**

not provided)

(c) Defendant's Acknowledgements

- Defendant made multiple statements, orally and in writing (emails, texts, Google Docs equity log), that payments would be tracked toward ownership and that Plaintiff was “buying in.”
- Defendant maintained and shared versions of an “equity tracking” document reflecting Plaintiff’s contributions.

(d) Calculation Methodology

- Plaintiff calculated his equity by maintaining a running ledger of payments and expenditures, consistent with the parties’ oral agreement that the purchase price would be approximately \$300,000–\$320,000.
- Plaintiff’s ledger (Exhibit B to the Complaint) shows contributions offset against the agreed price, with additional credits for capital improvements.
- Methodology: total cash contributions + value of documented improvements = Plaintiff’s equity stake applied toward purchase price.

(e) Supporting Documentation

- *6122_Payments.xlsx* and *Hadley_6122_Payments.pdf* (payment logs).
- Receipts for washer/dryer and HVAC replacement.
- Timeline exhibits.

- Emails and texts between Plaintiff and Defendant from October 2023 through January 2025 referencing “purchase,” “equity,” and “our property.”

INTERROGATORY NO. 12: State whether you operated rental businesses involving multiple properties simultaneously from June 2022 to present, including:

- a) Rental of your condominium while residing at the Property
- b) Subletting portions of the Property while claiming purchase rights
- c) Total rental income received from all sources by month
- d) Whether you obtained any business licenses for these operations
- e) Your understanding of any legal, ethical, or professional obligations regarding such arrangements given your real estate license

Revised Response to Interrogatory No. 12:

Subject to Plaintiff’s objections that this Interrogatory is overbroad, calls for legal conclusions, and seeks information not relevant to Plaintiff’s equitable claims, and without waiving those objections, Plaintiff responds as follows:

a) Condominium Rental:

Yes. Plaintiff rented his condominium located at 6166 N. Sheridan Road, Unit 22K, Chicago, Illinois, pursuant to formal written leases. Plaintiff resided at 6122 N. Winthrop during this time.

b) Property at 6122 N. Winthrop Ave., Unit C:

No sublease agreements were ever executed. Plaintiff shared occupancy of the Property with friends (Timothy Lenihan, beginning April 2022, and Michael Sheets, beginning August 2024), who made informal contributions toward household expenses. These were

not lease payments, rental agreements, or sublets, but voluntary cost-sharing arrangements.

c) Rental Income:

- Condominium: Rent received from tenants was approximately \$1,867 per month (April–October 2023 for one tenant) and approximately \$2,000 per month (April–October 2023 for a second tenant), consistent with the written leases.
- Property: Contributions from Lenihan and Sheets varied, generally up to \$800/month, as reflected in Plaintiff’s Venmo/Zelle records. These were not rental income but roommate contributions.

d) Business Licenses:

Plaintiff did not obtain, nor was he required to obtain, any business licenses for these personal leasing and cost-sharing arrangements.

e) Real Estate License Obligations:

Plaintiff understands that Illinois real estate licensees owe fiduciary duties to their clients in professional transactions. Plaintiff did not act in a professional capacity or hold himself out as a landlord, property manager, or agent in connection with the Property. His arrangements at 6122 N. Winthrop were personal in nature, based on his belief that he was transitioning to ownership. Plaintiff did not knowingly violate any laws or ethical obligations.

Date: August 28, 2025

Respectfully submitted,

Cole Sadkin, LLC
1652 W. Belmont
Chicago, Illinois 60657
(312) 548-8610
mcole@colesadkin.com
Cook County Attorney No. 49001
Counsel for Plaintiff

KYLE HADLEY

By: /s/Mason Cole

eSignature Details

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