

**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 DEEM
FACTS ADMITTED**

NOW COMES Plaintiff, KYLE HADLEY, by and through his attorneys at the law firm of Cole Sadkin, LLC, and for his Response in Opposition to Defendant’s Motion to Deem Facts Admitted, states as follows:

INTRODUCTION

1. Plaintiff, by and through his counsel, Cole Sadkin, LLC, respectfully submits this Response in Opposition to Defendant’s Motion to Deem Facts Admitted. The motion is procedurally improper, factually inaccurate, and part of a broader pattern of abusive litigation tactics that seek to penalize Plaintiff rather than to advance this case on its merits.

2. First, Defendant entirely failed to conduct a Rule 201(k) conference before filing his motion. This omission is particularly egregious given this Court’s August 1, 2025 order explicitly requiring 201(k) efforts before presenting such motions. Defendant instead rushed to file without conferral, in direct violation of both the Rules and the Court’s directive. *See* August 1, 2025 Order, attached as **Exhibit 1**.

FILED DATE: 8/29/2025 1:45 PM 2025CH05527

3. Second, Defendant has engaged in a campaign of excessive filings and correspondence. He has filed no fewer than five separate motions in this matter in just a few months, while simultaneously bombarding Plaintiff's counsel with more than five emails per week. These actions reflect gamesmanship and harassment rather than good-faith discovery practice.

4. Third, Defendant has also filed a separate Landlord & Tenant action (25-M1-707919) arising from the same dispute, despite the fact that equitable ownership issues belong properly in Chancery. This duplicative filing underscores his strategy of multiplying proceedings in an effort to pressure Plaintiff and create procedural traps.

5. Finally, Defendant's Motion to Deem Admitted exemplifies his broader tactic of weaponizing procedure. Rather than addressing any perceived deficiencies in Plaintiff's July 2, 2025 responses through a proper meet-and-confer, or acknowledging that Plaintiff promptly corrected with Amended Responses on August 7, 2025, Defendant seeks to punish Plaintiff with automatic admissions on central contested issues. Such tactics abuse Rule 216 and should not be countenanced. *See* Plaintiff's July 2, 2025 Responses, attached as **Exhibit 2** and Plaintiff's August 7, 2025 Amended Responses, attached as **Exhibit 3**.

LEGAL STANDARD

6. Illinois Supreme Court Rule 216 provides that facts requested to be admitted are deemed admitted if no response is served within 28 days. However, the rule is not self-executing in the face of timely responses, nor is it intended to serve as a trap for litigants acting in good faith. The purpose of Rule 216 is to streamline litigation, not to preclude parties from presenting the merits of their claims and defenses.

7. Trial courts retain broad discretion under Illinois Supreme Court Rule 183 to allow late or amended responses upon good cause shown. The Illinois Supreme Court in *Vision Point of Sale, Inc. v. Haas*, 226 Ill. 2d 334, 347 (2007), reaffirmed that courts may extend deadlines or allow amendments to prevent unjust results, emphasizing that the discovery process is meant to further the truth-seeking function, not to create procedural forfeitures.

8. Illinois appellate courts have consistently held that where disputed facts concern the core issues of a case and no prejudice is shown, trial courts should permit responses and amendments rather than deeming admissions. See *Bright v. Dicke*, 166 Ill. 2d 204, 210 (1995) (Rule 216 should not be applied rigidly to resolve contested merits), and *Sims v. Alton*, 172 Ill. App. 3d 694, 698 (5th Dist. 1988) (courts may deny motions to deem admitted even where responses are late, to prevent unjust outcomes).

ARGUMENT

I. Plaintiff Timely Responded and Promptly Amended.

9. Defendant incorrectly asserts Plaintiff “failed to respond.” In fact, Plaintiff served verified responses on July 2, 2025, which was twenty days before the Rule 216 deadline of July 22, 2025. Those responses were timely and sufficient to avoid any deemed admissions, even if Defendant disputes their format or scope.

10. Defendant’s argument that Plaintiff “fabricated” responses is unfounded. Plaintiff responded to the substance of the requests and denied those allegations that were false or misleading. Defendant’s disagreement with the content of those denials does not convert them into “non-responses.”

11. On August 1, 2025, this Court noted that Defendant's motion was not properly noticed and directed the parties to hold a Rule 201(k) conference. Plaintiff, acting in good faith, promptly took additional steps to eliminate any doubt by serving Amended Responses on August 7, 2025, addressing each of Defendant's 30 Requests to Admit line by line.

12. Courts favor deciding disputes on the merits, and Plaintiff's July 2 and August 7 responses ensure that the case proceeds on contested facts, not on default admissions. Illinois precedent consistently rejects attempts to gain unfair advantage by exploiting technicalities where substantive responses exist.

13. Defendant's insistence on pressing this motion despite Plaintiff's prompt amendment reveals that his true objective is not to clarify discovery but to foreclose Plaintiff's equitable ownership claims by procedural maneuver, an objective this Court should reject.

II. Defendant Ignored His Rule 201(k) Obligations.

14. Illinois Supreme Court Rule 201(k) requires parties to engage in good-faith consultation to resolve discovery disputes before burdening the Court with motions. Defendant filed this motion without any 201(k) effort whatsoever.

15. This Court's August 1, 2025 order explicitly required 201(k) conferral before presenting discovery disputes. Defendant disregarded that directive, filing his motion prematurely and improperly. His failure to comply with the Court's order is alone grounds to deny the motion.

16. The purpose of Rule 201(k) is to promote cooperation and efficiency. Defendant's failure to confer deprived the parties of the opportunity to resolve any perceived defects without judicial intervention, undermining both the letter and spirit of the Rules.

17. Plaintiff, by contrast, acted in good faith by filing Amended Responses within six days of the Court's order. Defendant's refusal to engage in 201(k) conferral highlights the contrast in litigation conduct: Plaintiff complied, while Defendant obstructed.

18. Allowing Defendant to bypass Rule 201(k) would reward noncompliance, encourage unnecessary motions, and undermine the Court's ability to manage discovery disputes efficiently.

III. Defendant's Pattern of Abuse and Lack of Prejudice.

19. Defendant's litigation strategy in this matter has been one of attrition and harassment. He has filed at least five separate motions, inundates counsel with more than five emails per week, and initiated a duplicative Landlord & Tenant case arising from the same dispute.

20. Courts disfavor such gamesmanship. Requests to Admit are designed to narrow uncontested issues, not to be twisted into weapons for forcing default judgments on disputed merits. Defendant's pattern of excessive motion practice and duplicative litigation demonstrates misuse of the judicial process.

21. Moreover, Defendant cannot establish prejudice. He now possesses Plaintiff's Amended Responses, verified and comprehensive, filed August 7, 2025. The information he claims to lack is already before him.

22. Conversely, granting Defendant's motion would cause extreme prejudice to Plaintiff by converting disputed questions—such as whether Plaintiff was a tenant or equitable purchaser—into binding admissions. Such a result would effectively decide the merits through procedural default rather than evidence.

23. Illinois precedent is clear: trial courts may and should deny motions to deem admitted where, as here, there is no prejudice and the facts concern the heart of the case. To hold otherwise would sanction gamesmanship and permit Defendant to win by attrition rather than on the merits.

CONCLUSION

WHEREFORE, Plaintiff respectfully requests that this Honorable Court deny Defendant's Motion to Deem Facts Admitted, accept Plaintiff's Amended Responses filed August 7, 2025 as operative, and grant such other relief as the Court deems just and proper.

Dated: August 29, 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

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

Kyle Hadley,

Plaintiff(s),

No: 2025CH05527

v.

Calendar 7

Brandon McGivern,

Defendant(s).

ORDER

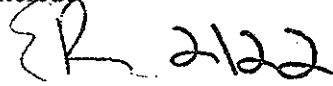
THIS MATTER coming before the Court, on clerk's status for Defendant's fully briefed Motion to Strike Exhibit B of the Plaintiff's Complaint and for Rule 137 Sanctions as well as presentment of three motions: (1) Plaintiff's Motion to Strike Affirmative Defenses; (2) Defendant's Motion to Compel; and (3) Defendant's Motion to Clarify, the Court being fully advised on the matter. It is hereby ordered:

1. Defendant's Motion to Strike Exhibit B of the Plaintiff's Complaint and for Rule 137 Sanctions is set for oral argument/hearing on September 29, 2025 at 10:30 a.m. via Zoom Teleconference (Meeting ID: 943 7767 4389; Passcode; 980847; Dial-in: (312) 626-6799)).
2. As for Plaintiff's Motion to Strike Defendant's Affirmative Defenses, the parties shall brief the motion as follows:
 - a. Defendant shall file a response brief on or before August 29, 2025.
 - b. Plaintiff shall file a reply, if any, on or before September 12, 2025.
 - c. Plaintiff shall furnish courtesy copies of the briefing to the Court via email on or before September 15, 2025.
3. Plaintiff's Motion to Strike Defendant's Affirmative Defenses is set for a clerk's status on September 15, 2025 at 9:30 a.m. via Zoom Teleconference (Meeting ID: 943 7767 4389; Passcode; 980847; Dial-in: (312) 626-6799)).
4. Defendant's Motion to Clarify and Motion to Compel are stricken. The parties are to have an Illinois Supreme Court Rule 201(k) conference regarding discovery disputes.
5. Defendant has filed a Motion to Deem Facts Admitted which was not noticed for presentment. Defendant may re-notice said motion for presentment.

6. Plaintiff's oral motion to consolidate the eviction matter (2025M1707919) into this case is denied for the reasons stated in court.

Judge Eve M. Reilly
AUG 01 2025
Circuit Court-2122

Entered:

Handwritten signature of Judge Eve M. Reilly in black ink, appearing as 'ER 2/22'.

Judge Eve M. Reilly

EXHIBIT 2

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

KYLE HADLEY,

Plaintiff,

v.

BRANDON MCGIVERN,

Defendant.

)
)
)
)
)
)
)
)
)
)
)
)

Case No. 2025-CH-05527

Judge Eve M. Reilly

Courtroom 2405

PLAINTIFF'S RESPONSES TO DEFENDANT'S REQUESTS TO ADMIT

NOW COMES Plaintiff, KYLE HADLEY, by and through his attorneys, COLE SADKIN, LLC, and pursuant to Illinois Supreme Court Rule 216, hereby responds to Defendant BRANDON MCGIVERN's Requests to Admit as follows:

RESPONSE TO REQUESTS TO ADMIT

1. Admit that Plaintiff did not sign a written contract for the purchase of 6122 N. Winthrop Ave., Unit C.

Response: Denied. While a formal written contract may not have been executed, the parties reached an agreement memorialized through written correspondence, including the April 14, 2025 purchasing terms, and Plaintiff performed in reliance on that agreement.

2. Admit that Plaintiff did not make any payments toward the purchase of the Property.

Response: Denied. Plaintiff made multiple payments toward the purchase, including payments made in March and April 2025, which are documented through communications and acknowledged by Defendant.

3. Admit that Plaintiff failed to vacate the Property after receiving the May 16, 2025 60-day notice.

Response: Admitted in part. Plaintiff remained in possession of the Property, but disputes that the May 16, 2025 notice was valid in light of the parties' ongoing purchase agreement and Plaintiff's reliance and performance thereunder.

4. Admit that Plaintiff has no recorded interest in the Property with the Cook County Recorder of Deeds.

Response: Admitted.

5. Admit that Defendant Brandon McGivern initiated Case No. 25-M1-707919 in the Cook County Law Division against Plaintiff for eviction.

Response: Admitted, though Plaintiff asserts that the filing was retaliatory and in bad faith.

6. Admit that Defendant's Emergency Motions filed in this case sought possession or access to the Property.

Response: Admitted.

7. Admit that the subject Property was listed for sale in January 2025 for a price higher than the price Plaintiff alleges in his Complaint.

Response: Denied. Defendant did not list the Property for sale until after Plaintiff had already made payments and performed in furtherance of their agreement. Any later pricing does not alter the parties' prior understanding.

8. Admit that no deed was executed by Defendant in favor of Plaintiff.

Response: Admitted.

9. Admit that Plaintiff continued to occupy the Property without paying rent from May 2025 to July 2025.

Response: Denied. Plaintiff continued to make payments in good faith based on the ongoing purchase arrangement. Plaintiff disputes that rent, as opposed to purchase installments, was ever owed.

10. Admit that Defendant never cashed a check tendered by Plaintiff on or around June 1, 2025.

Response: Admitted.

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,

Plaintiff,

v.

BRANDON MCGIVERN,

Defendant.

)
)
)
)
)
)
)
)
)
)
)

Case No. 2025-CH-05527

Judge Eve M. Reilly

Courtroom 2405

REQUESTS TO ADMIT RESPONSES VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned, KYLE HADLEY, certifies that the statements set for in the instrument are true and correct, except as to matters therein stated to be upon information and belief and as to such matters the undersigned certify as aforesaid that they verily believe the same to be true.

Kyle W Hadley

ID jUwgVC11ashVJgqGDEeCBRpU

KYLE HADLEY

eSignature Details

Signer ID: jUwgVC11ashVJgqGDEeCBRpU
Signed by: Kyle Hadley
Sent to email: [REDACTED]
IP Address: 172.224.237.254
Signed at: Jul 2 2025, 5:12 pm CDT

EXHIBIT 3

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

KYLE HADLEY,)

Plaintiff,)

v.)

BRANDON MCGIVERN,)

Defendant.)

Case No. 2025-CH-05527

Judge Eve M. Reilly

Courtroom 2405

PLAINTIFF'S AMENDED RESPONSES TO DEFENDANT'S REQUESTS TO ADMIT¹

NOW COMES Plaintiff, KYLE HADLEY, by and through his attorneys, COLE SADKIN, LLC, and pursuant to Illinois Supreme Court Rule 216, hereby responds to Defendant BRANDON MCGIVERN's Requests to Admit as follows:

REQUEST FOR ADMISSION NO. 1: You operated rental businesses involving multiple properties from June 2022 to present, including your condominium and portions of 6122 N. Winthrop Avenue, Unit C, Chicago, Illinois 60660.

RESPONSE: Denied. Plaintiff has never operated a "rental business." Plaintiff resided at 6122 N. Winthrop Avenue, Unit C (the "Property") pursuant to a verbal agreement with Defendant to purchase the Property, and collected occasional roommate contributions toward shared household expenses. The characterization of such cohabitation as a "rental business" is factually incorrect and legally misleading.

¹ Defendant issued initial Requests to Admit on June 24, 2025. After Plaintiff tendered timely responses on or before July 7, 2025, Defendant waited until August 4, 2025 and multiple Motions to Deem Admitted to issue Rule 201(k) conference proffering to Plaintiff that the July 7, 2025 Responses did not match the June 24, 2025 Requests. Plaintiff submits this Amended Response in order to properly address any corrections or supplements and to fully comply with 201(k) and moot any Motions to Deem Admitted out of an abundance of caution.

REQUEST FOR ADMISSION NO. 2: You received rental payments from tenants for occupancy of your condominium from June 2022 until its sale in October 2023.

RESPONSE: Admitted.

REQUEST FOR ADMISSION NO. 3: You received rental payments from Timothy Lenihan for occupancy of a portion of the Property.

RESPONSE: Admitted, in part, inasmuch that payments from Timothy Lenihan were pursuant to a cost-sharing, roommate arrangement. Denied as to Timothy Lenihan's payments being considered "rental payments."

REQUEST FOR ADMISSION NO. 4: You received at least \$6,400 in rental payments from Timothy Lenihan during 2024-2025.

RESPONSE: Denied. Plaintiff did not receive "rental payments" from Mr. Lenihan. Mr. Lenihan has contributed \$11,450 in a cost-sharing, roommate arrangement since April 2022.

REQUEST FOR ADMISSION NO. 5: You have had additional roommates or tenants at the Property since August 2024 without Defendant's knowledge or consent.

RESPONSE: Denied. Defendant's consent was not required for additional roommates or tenants at the Property and Defendant was well aware of there being roommates.

REQUEST FOR ADMISSION NO. 6: You charged rental rates of approximately \$1,000 per month to occupants of the Property.

RESPONSE: Denied. Plaintiff did not receive rental payments from tenants for the Property. Plaintiff has received cost-sharing, roommate contributions of \$0-\$800 per month.

REQUEST FOR ADMISSION NO. 7: You operated simultaneous rental businesses from June 2022 to October 2023, collecting rent from your condominium tenants while paying below-market rent to Defendant.

RESPONSE: Admitted, in part, that Plaintiff collected rent on the condominium at 6166 N. Sheridan Road. Denied as to the remaining allegations in Request for Admission No. 7.

REQUEST FOR ADMISSION NO. 8: You discovered water damage at the Property on or about January 6, 2025.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 9: After notifying Defendant of water damage in January 2025, you failed to follow through on obtaining repair estimates despite Defendant's insurance guidance.

RESPONSE: Admitted, in part, that Plaintiff notified Defendant of water damage in January 2025. Denied, in part, as to the remainder of the allegations in Request for Admission No. 9 alleging that Plaintiff “failed to follow through on obtaining repair estimates despite Defendant’s insurance guidance.”

REQUEST FOR ADMISSION NO. 10: You ceased communication with Defendant regarding the water damage after initially reporting it, failing to provide promised repair estimates or updates on the damage status.

RESPONSE: Denied. Plaintiff discussed repair options and communicated with Defendant regarding the issue. Plaintiff requested clarification on insurance protocol, but Defendant failed to provide full access to insurance policy details or authorize timely inspection.

REQUEST FOR ADMISSION NO. 11: You concealed the ongoing status and worsening condition of the water damage from Defendant for over four months after your initial January 2025 notification.

RESPONSE: Denied. Plaintiff discussed repair options and communicated with Defendant regarding the issue. Plaintiff requested clarification on insurance protocol, but

Defendant failed to provide full access to insurance policy details or authorize timely inspection.

REQUEST FOR ADMISSION NO. 12: You were waiting outside the Property when Defendant arrived on May 10, 2025, and denied Defendant access to inspect the interior of the Property.

RESPONSE: Denied. Plaintiff was present outside the Property on May 10, 2025 but did not affirmatively deny access. Plaintiff reminded Defendant of ongoing litigation and requested to coordinate access through counsel. No access was “denied” in the legal sense; Plaintiff simply insisted on appropriate notice and procedure.

REQUEST FOR ADMISSION NO. 13: You entered the Property through the front door after Defendant left to call police, but exited through the rear door when police officers arrived on May 10, 2025.

RESPONSE: Denied. Plaintiff was at the Property throughout the relevant timeframe and did not evade police or hide. Plaintiff exercised lawful possession rights and did not engage in any improper conduct upon Defendant’s arrival or law enforcement’s response.

REQUEST FOR ADMISSION NO. 14: You allowed an unauthorized contractor to access and potentially damage the Property without notifying Defendant.

RESPONSE: Denied. No contractor was “unauthorized.” All work conducted by or on behalf of Plaintiff was either: (a) necessary to preserve habitability, or (b) related to Plaintiff’s equitable interest in the Property. Defendant was advised generally of Plaintiff’s investments, including HVAC installation.

REQUEST FOR ADMISSION NO. 15: You sent text messages to Defendant on October 9, 2024 stating "Sell the house. I'll move out."

RESPONSE: Admit in part, deny in part. Plaintiff sent a message expressing frustration

over delays in executing a formal written contract. The quoted message, if sent, was not a waiver of Plaintiff's equitable rights or a surrender of his purchase interest. The statement was made during informal negotiations and must be viewed in context as a heated, off-the-cuff moment in a dispute stemming from a mini-refrigerator gifted to Plaintiff as a birthday present being given away by Defendant.

REQUEST FOR ADMISSION NO. 16: You used proceeds from your October 2023 condominium sale to purchase a vehicle rather than to purchase the Property.

RESPONSE: Denied. Plaintiff used sale proceeds for multiple legitimate expenses, including ongoing improvements and investments in the Property, which Defendant acknowledged. The purchase of a vehicle, if any, was incidental and did not preclude Plaintiff's continued investment toward the agreed-upon purchase.

REQUEST FOR ADMISSION NO. 17: You sold your condominium in October 2023.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 18: You collected rental payments from additional roommates or tenants at the Property beyond Timothy Lenihan since August 2024.

RESPONSE: Denied. Plaintiff did not collect rental payments. Any contributions by co-occupants were voluntary and for shared household expenses. No tenants existed in the legal sense contemplated by Defendant's question. Timothy Lenihan started making monetary contributions in a roommate arrangement for shared household expenses in August 2022. Michael Sheets started to stay at the Property in August 2024 but did not begin contributing payments for shared household expenses until December 2024.

REQUEST FOR ADMISSION NO. 19: You sent an email to Defendant on February 14, 2025 demanding return of your investment funds.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 20: The email of February 14, 2025 constituted a repudiation of any purchase agreement.

RESPONSE: Denied. The email did not repudiate the agreement. It sought an equitable remedy due to Defendant's obstruction of the purchase process. Plaintiff continued asserting his interest in purchasing or recovering investments thereafter.

REQUEST FOR ADMISSION NO. 21: You are a licensed real estate agent in Illinois.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 22: As a licensed real estate agent, you know that oral real estate purchase agreements are void under Illinois law.

RESPONSE: Denied. Plaintiff is aware that the Statute of Frauds requires written agreements, but also understands that part performance, promissory estoppel, and equitable ownership may form the basis of enforceable claims notwithstanding lack of a formal written contract.

REQUEST FOR ADMISSION NO. 23: You have never had a written real estate purchase agreement with Defendant.

RESPONSE: Denied. Plaintiff received and relied on written communications and terms from Defendant—including emails and Excel-based purchase terms—memorializing essential deal terms, constituting either a written agreement or substantial written memoranda sufficient under Illinois law when combined with part performance.

REQUEST FOR ADMISSION NO. 24: Exhibit B to your Complaint contains entries dated after January 30, 2025.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 25: You did not have access to Defendant's equity tracking document after January 30, 2025.

RESPONSE: Denied. Plaintiff retained a copy of the equity tracker and continued updating it to reflect contributions and communications. Plaintiff was not required to rely on ongoing uploads from Defendant to maintain those records.

REQUEST FOR ADMISSION NO. 26: You altered or fabricated portions of the equity tracking document attached as Exhibit B to your Complaint.

RESPONSE: Denied. Plaintiff did not fabricate or alter material elements of the equity tracking document. All changes reflect Plaintiff's contemporaneous understanding and calculations based on Defendant's representations and documented payments.

REQUEST FOR ADMISSION NO. 27: You changed the purchase price from \$320,000 to \$300,000 in the document attached as Exhibit B.

RESPONSE: Denied. Plaintiff reflected updated pricing discussed with Defendant in or around January 2025, including downward adjustment based on repair costs and improvements. These were not unilateral fabrications but part of ongoing negotiations.

REQUEST FOR ADMISSION NO. 28: You disposed of functioning appliances at the Property, including a working washer and dryer, without Defendant's authorization.

RESPONSE: Denied. Plaintiff disposed only of non-functional or outdated items in preparation for Property improvement. Defendant was informed in general terms, and Plaintiff acted as a purchaser-in-equity and occupant with a reasonable belief in his right to maintain the Property.

REQUEST FOR ADMISSION NO. 29: You have no knowledge of any steps taken by Defendant to market or sell the Property to third parties prior to March 2025.

RESPONSE: Admit.

REQUEST FOR ADMISSION NO. 30: Your pattern of operating rental businesses while living at below-market rent demonstrates you intended to profit from rental arbitrage rather than

purchase the Property.

RESPONSE: Denied. Plaintiff did not operate any rental business or engage in “rental arbitrage.” Plaintiff intended at all times to purchase the Property and made substantial financial contributions toward that goal. Defendant’s framing is inaccurate and unsupported.

Date: August 8, 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,

Plaintiff,

v.

BRANDON MCGIVERN,

Defendant.

)
)
)
)
)
)
)
)
)
)
)

Case No. 2025-CH-05527

Judge Eve M. Reilly

Courtroom 2405

REQUESTS TO ADMIT AMENDED RESPONSES VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned, KYLE HADLEY, certifies that the statements set for in the instrument are true and correct, except as to matters therein stated to be upon information and belief and as to such matters the undersigned certify as aforesaid that they verily believe the same to be true.



ID JvWrLV4MMMyTLg7dJMHiQF7A

KYLE HADLEY

eSignature Details

Signer ID: JvWrLV4MMyTLgf7dJMHiQF7A
Signed by: Kyle Hadley
Sent to email: [REDACTED]
IP Address: 104.28.103.28
Signed at: Aug 13 2025, 2:44 pm CDT