

COMPARISON CHART OF FABRICATION

Request Number	Defendant's Actual Request (served June 24, 2025)	Plaintiff's Fabricated Version (responses filed July 3, 2025)
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.	Admit that Plaintiff did not sign a written contract for the purchase of 6122 N. Winthrop Ave., Unit C.
2	You received rental payments from tenants for occupancy of your condominium from June 2022 until its sale in October 2023.	Admit that Plaintiff did not make any payments toward the purchase of the Property.
3	You received rental payments from Timothy Lenihan for occupancy of a portion of the Property.	Admit that Plaintiff failed to vacate the Property after receiving the May 16, 2025 60-day notice.
4	You received at least \$6,400 in rental payments from Timothy Lenihan during 2024-2025.	Admit that Plaintiff has no recorded interest in the Property with the Cook County Recorder of Deeds.
5	You have had additional roommates or tenants at the Property since August 2024 without Defendant's knowledge or consent.	Admit that Defendant Brandon McGivern initiated Case No. 25-M1-707919 in the Cook County Law Division against Plaintiff for eviction.
6	You charged rental rates of approximately \$1,000 per month to occupants of the Property.	Admit that Defendant's Emergency Motions filed in this case sought possession or access to the Property.
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.	Admit that the subject Property was listed for sale in January 2025 for a price higher than the price Plaintiff alleges in his Complaint.
8	You discovered water damage at the Property on or about January 6, 2025.	Admit that no deed was executed by Defendant in favor of Plaintiff.
9	After notifying Defendant of water damage in January 2025, you failed to follow through on obtaining repair estimates despite Defendant's insurance guidance.	Admit that Plaintiff continued to occupy the Property without paying rent from May 2025 to July 2025.

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.	Admit that Defendant never cashed a check tendered by Plaintiff on or around June 1, 2025.
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.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
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.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
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.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
14	You allowed an unauthorized contractor to access and potentially damage the Property without notifying Defendant.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
15	You sent text messages to Defendant on October 9, 2024 stating "Sell the house. I'll move out."	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
16	You used proceeds from your October 2023 condominium sale to purchase a vehicle rather than to purchase the Property.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
17	You sold your condominium in October 2023.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
18	You collected rental payments from additional roommates or tenants at the Property beyond Timothy Lenihan since August 2024.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
19	You sent an email to Defendant on February 14, 2025 demanding return of your investment funds.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
20	The email of February 14, 2025 constituted a repudiation of any purchase agreement.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
21	You are a licensed real estate agent in Illinois.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
22	As a licensed real estate agent, you know that oral	<i>[BLANK - PLAINTIFF PROVIDED NO</i>

	real estate purchase agreements are void under Illinois law.	<i>RESPONSE OF ANY KIND]</i>
23	You have never had a written real estate purchase agreement with Defendant.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
24	Exhibit B to your Complaint contains entries dated after January 30, 2025.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
25	You did not have access to Defendant's equity tracking document after January 30, 2025.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
26	You altered or fabricated portions of the equity tracking document attached as Exhibit B to your Complaint.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
27	You changed the purchase price from \$320,000 to \$300,000 in the document attached as Exhibit B.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
28	You disposed of functioning appliances at the Property, including a working washer and dryer, without Defendant's authorization.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
29	You have no knowledge of any steps taken by Defendant to market or sell the Property to third parties prior to March 2025.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>
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.	<i>[BLANK - PLAINTIFF PROVIDED NO RESPONSE OF ANY KIND]</i>

SUMMARY

Total Requests Served: 30

Fabricated Responses: 10 (NONE matching actual requests)

Actual Requests Ignored: 30

Compliance Rate: 0%