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Judge: No hearing information was found.

FILED
12/1/2025 9:49 AM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
20251707919
Courtroom, 1402
35557817

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST DEPARTMENT, MUNICIPAL DIVISION**

BRANDON MCGIVERN,)
)
Plaintiff,)
)
)
v.)
KYLE HADLEY,)
)
Defendant.)
)
)

Case No. **20251707919**

Judge Kelly Marie McCarthy
Courtroom 1402

EMERGENCY MOTION FOR CONTEMPT AND PERMANENT ACCESS ORDER

NOW COMES Plaintiff BRANDON MCGIVERN, and moves this Court for an emergency order hearing on December 3, 2025 at 2:00pm, holding Defendant in contempt for violating this Court's June 5, 2025 Agreed Order, granting permanent access to the property, and enjoining further violations, stating:

Defendant has repeatedly violated court orders only to comply when threatened with contempt motions. This pattern of requiring court intervention for basic compliance must end.

I. EMERGENCY NATURE

1. Active water leak causing ongoing property damage - same issue from June 2025.
2. Defendant willfully violated court orders by denying access for emergency repairs on November 20, 2025.
3. Each day of delay increases property damage and repair costs.

II. PATTERN OF COURT ORDER VIOLATIONS

| Date | Court Order | Defendant's Violation |
|--------------------------------|--|---|
| June 5, 2025 | Agreed Order requiring Defendant provide access and cooperation for water damage repairs and property preservation | November 20, 2025: Confirmed access then abandoned property, left dogs loose to prevent plumber entry, refused to provide door code, obstructed emergency repairs |
| Sept. 16, 2025 | Order requiring monthly Use & Occupancy payments | No payment until motion threatened |
| Oct. 1, 2025 | Violation of Order requiring monthly Use & Occupancy payments | Paid late only after contempt filing and threat of sanctions. |
| Nov. 1, 2025 | Violation of Order requiring monthly Use & Occupancy payments | Again refused payment until attorney contacted - paid late. |
| Discovery Documents (Chancery) | Court-ordered discovery deadlines | 20+ days late, fabricated documents, selective deletion of evidence, Motion to Compel pending |

III. NOVEMBER 20, 2025 VIOLATION - TIMELINE

4. November 19, 2025:

- 2:03 PM: Defendant reports water leak (same issue from June 2025)
- 5:37 PM: Plaintiff schedules plumber for November 20, 12:00-2:00 PM
- Plaintiff requests: (a) confirmation of access, (b) door code, (c) cease shower use
- 6:25 PM: Defendant confirms "I will be available to provide access"
- Defendant does NOT provide door code
- Defendant does NOT confirm shower cessation

5. November 20, 2025:

- 12:00-2:00 PM: Scheduled plumber window
- 1:57 PM: Plumber calls Plaintiff - running 45-60 minutes late

- 1:59 PM: Plaintiff immediately notifies Defendant of delay
- 2:08 PM: Defendant claims "he will need to reschedule"
- 2:55 PM: Plumber arrives - DEFENDANT NOT HOME, dogs loose, cannot enter
- 2:47 PM: Defendant falsely claims he "accommodated" the appointment

IV. WILLFUL CONTEMPT

6. Defendant confirmed he would provide access, then abandoned property before plumber arrived.
7. Defendant left dogs loose specifically to prevent entry if plumber arrived.
8. Defendant lied in writing claiming he "accommodated" access when he was not present.
9. Defendant refuses to provide door codes to Plaintiff's own property.
10. This is the SAME water damage Defendant concealed for 4+ months from January to May 2025, requiring June 2025 court intervention.

V. IMMEDIATE IRREPARABLE HARM

11. Active water leak continues causing structural damage.
12. Defendant admitted water is "dripping through a tiny hole" onto dining table.
13. Every hour of delay increases damage and mold risk.
14. Insurance coverage jeopardized by inability to mitigate damages.

VI. PATTERN OF OBSTRUCTION ACROSS BOTH CASES

15. Defendant's pattern of violating court orders includes:
 - This Case: Violation of June 5, 2025 access order (November 20)
 - This Case: Multiple failures to pay Use & Occupancy until threatened

- This Case: Refusal to provide door codes to owner's property
 - Chancery Case: Motion to Compel Discovery pending for missing documents
 - Chancery Case: Court found Exhibit B was fabricated (September 29, 2025)
 - Chancery Case: Court found Admissions Responses fabricated (September 29, 2025)
16. Defendant only complies with court orders when facing immediate sanctions.

VII. REQUEST FOR RELIEF

WHEREFORE, Plaintiff respectfully requests:

- A.** Find Defendant in CIVIL CONTEMPT for violating June 5, 2025 Order;
- B.** Enter PERMANENT ACCESS ORDER granting Plaintiff:
 - Unrestricted 24/7 access to property
 - Mandatory provision of all door codes within 24 hours
 - No notice requirement for repairs or maintenance
 - Sheriff authorized to enforce access if denied
- C.** IMPOSE SANCTIONS:
 - \$500 per day until door codes provided and access granted
 - All costs for this motion and delayed repairs
 - Attorney fees to Plaintiff
- D.** Again, ORDER Defendant to immediately cease use of upstairs shower;
- E.** ENJOIN future violations by ordering:
 - Any future violation of court orders results in immediate sanctions without hearing
 - Sheriff authorized to enforce all court orders without additional motions
 - Defendant barred from asserting any defenses while in violation of court orders

F. TAKE JUDICIAL NOTICE that:

- Defendant has Motion to Compel Discovery pending in Chancery Case 2025CH05527
- Court found Defendant fabricated evidence multiple times (September 29, 2025)
- Defendant only pays Use & Occupancy when threatened with contempt

G. LIFT THE STAY of eviction proceedings as sanction for repeated contempt:

- Defendant has violated court orders five times
- Defendant obstructs emergency repairs while claiming equity in property
- Stay was conditioned on compliance with court orders
- Immediate trial date on eviction upon lifting of stay

H. SCHEDULE emergency hearing within 48 hours;

I. Grant such other relief as this Court deems just.

Dated December 1, 2025

Respectfully submitted,

/s/ Brandon McGivern

Plaintiff

Brandon McGivern
5701 N Sheridan Rd. [REDACTED]
Chicago, IL 60660

[REDACTED]
Plaintiff, Pro Se

CERTIFICATE OF SERVICE

I, Brandon McGivern, a non-attorney, on oath state that on December 1, 2025, I served a true and correct copy of the foregoing **Plaintiff's Emergency Motion for Contempt and Permanent Access Order**, upon Defendant's counsel via email to:

Mason S. Cole
mcole@colesadkin.com
Attorney for Defendant Kyle Hadley

Under penalties as provided by law pursuant to 735 ILCS 5/1-109, I certify that the statements set forth in this instrument are true and correct.

/s/ Brandon McGivern
Brandon McGivern, *Pro Se*

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EXHIBIT A

June 5, 2025 Agreed Order

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

BRANDON MCGIVERN,

Plaintiff,

v.

KYLE HADLEY,

Defendant.

Case No. 2025-M1-707919

Judge Corinne Heggie

Courtroom 1301

6/5 2pm

June 5, 2025 AGREED ORDER

Pro se Defendant and Defendant counsel appeared for presentment of Plaintiff's Emergency Motion for Immediate Property Access and Preservation Order.

IT IS HEREBY ORDERED:

1. Plaintiff's Motion for Emergency Relief is GRANTED in part, and DENIED in part. Defendant will provide access to Plaintiff, Plaintiff's representative(s), and designated contractor(s) to access the Property between 8am-5pm on June 7, 2025 to assess and remediate water damage, including inspection of affected and potentially affected areas.
2. Plaintiff and Plaintiff's representative(s) shall be permitted to document the condition of the property through photographs and video during the inspection for insurance and repair purposes.
3. ~~All other requests in this motion are hereby STRICKEN. All future court dates related to this emergency motion are STRICKEN.~~
3. This case is hereby transferred out of 1301 to be reinstated with a different trial judge for re-setting of any motions by separate order of court.

CH
CH 6/5/25 #01365
Honorable Corinne Heggie

Prepared and drafted by:

COLE SADKIN LLC

Mason S. Cole
1652 W Belmont Ave, Suite 1
Chicago, Illinois 60657
T: (312) 548-8610

Judge Corinne C. Heggie

JUN 05 2025

Circuit Court - 2365

4. Plaintiff's motion for emergency relief is entered and continued for compliance before the trial judge upon re-notice by Plaintiff.
5. The June 12, 2025, June 16, 2025, and June 23, 2025 dates in 1302 are stricken.
6. The motion shall remain in ~~1301~~ motions before trial judge.

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Firm ID: 49001
Counsel for Defendant

Reviewed and Approved by:

Brandon McGivern

Pro Se Plaintiff

EXHIBIT B

November 19-20, 2025 Email Thread

(Timestamps are EST)

6122 Winthrop Leak Repair

11 messages

Kyle Hadley <[REDACTED]@gmail.com>

To: Brandon McGivern <[REDACTED]>, Mason Cole <mcole@colesadkin.com>, [REDACTED]

Hello Brandon

I wanted to let you know, that today- the leak came back. I noticed water on the dining table, and didn't see where it came from. About 30 min later- I noticed water dripping through a tiny hole

FILED DATE: 12/11/2025 9:49 AM 20251707919

Best,
Kyle Hadley

[Redacted]

Brandon McGivern [Redacted]

Tue, Nov 18, 2025 at 6:37 PM

To: Kyle Hadley [Redacted]
Cc: Mason Cole <mcole@colesadkin.com>, [Redacted]

Kyle,

I have contacted the plumber who performed the original repair. They will arrive **Thursday, November 20, 2025, between 12:00 PM and 2:00 PM.**

You either need to:

- Be present to provide access, OR
- Provide the front door code to me by **Wednesday, November 19 at 5:00 PM**

Also:

- Immediately cease all use of the upstairs shower
- Ensure clear access to the bathroom and shower access panel (small bedroom closet)

Please confirm by Wednesday, November 19 at 5:00 PM:

- How you will provide access
- That you have stopped using the upstairs shower

Thank you-
Brandon McGivern

Brandon McGivern
Web Developer / Graphic Designer

[Redacted]
[Quoted text hidden]

Kyle Hadley <[Redacted]@gmail.com>

Wed, Nov 19, 2025 at 6:25 PM

To: Brandon McGivern [Redacted]
Cc: Mason Cole <mcole@colesadkin.com>, [Redacted]

I will be available to provide access.

On Nov 18, 2025, at 5:37 PM, Brandon McGivern [Redacted] wrote:

Kyle,

I have contacted the plumber who performed the original repair. They will arrive **Thursday, November 20, 2025, between 12:00 PM and 2:00 PM.**

You either need to:

- Be present to provide access, OR
- Provide the front door code to me by **Wednesday, November 19 at 5:00 PM**

Also:

- Immediately cease all use of the upstairs shower
- Ensure clear access to the bathroom and shower access panel (small bedroom closet)

Please confirm by Wednesday, November 19 at 5:00 PM:

- How you will provide access
- That you have stopped using the upstairs shower

Thank you-
Brandon McGivern

Brandon McGivern
Web Developer / Graphic Designer

[Redacted]

On Tue, Nov 18, 2025, 2:03 PM Kyle Hadley [Redacted] wrote:

Hello Brandon

I wanted to let you know, that today- the leak came back. I noticed water on the dining table, and didn't see where it came from. About 30 min later- I noticed water dripping through a tiny hole. See attached photo.

<image1.jpeg>

<image0.jpeg>

[Redacted]
[Quoted text hidden]

Brandon McGivern [Redacted]

Thu, Nov 20, 2025 at 2:59 PM

To: Kyle Hadley <[Redacted]@gmail.com>
Cc: Mason Cole <mcole@colesadkin.com>, [Redacted]

I received a call from the Plumber just now (at 1:57pm). He said he is 45 min to 1 hour away.

Brandon McGivern
Web Developer / Graphic Designer

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[Quoted text hidden]

Kyle Hadley [redacted]
To: Brandon McGivern [redacted]
Cc: Mason Cole <mcole@colesadkin.com>, [redacted]

Thu, Nov 20, 2025 at 2:59 PM

Plumber did not show.

Best,
Kyle Hadley
[redacted]
@KyleSeisChi

On Nov 19, 2025, at 5:25 PM, Kyle Hadley <[redacted]@gmail.com> wrote:

I will be available to provide access.
[Quoted text hidden]

Kyle Hadley [redacted] <[redacted]@gmail.com>
To: Brandon McGivern [redacted]

Thu, Nov 20, 2025 at 3:08 PM

He will need to reschedule.

Best,
Kyle Hadley
[redacted]

On Nov 20, 2025, at 1:59 PM, Brandon McGivern [redacted] wrote:

[Quoted text hidden]

Brandon McGivern [redacted]
To: Mason Cole <mcole@colesadkin.com>

Thu, Nov 20, 2025 at 3:11 PM

your client is in direct violation of the June 6th Court order.

Brandon McGivern
Web Developer / Graphic Designer
[redacted]

[Quoted text hidden]

Brandon McGivern [redacted]
To: Mason Cole <mcole@colesadkin.com>, [redacted]
Cc: Kyle Hadley [redacted] >

Thu, Nov 20, 2025 at 3:29 PM

Mason,

I left you a voicemail at 2:16 PM. This is an emergency situation.

Timeline:
Tuesday 11/18, 2:03 PM: Kyle reported active water leak
Tuesday 11/18, 5:37 PM: I scheduled plumber for Thursday 12-2 PM, demanded shower cessation
Wednesday 11/19, 6:25 PM: Kyle confirmed "I will be available to provide access"
Thursday 11/20, 1:57 PM: Plumber called me stating he was 45 minutes to 1 hour away
Thursday 11/20, 1:59 PM: I immediately notified Kyle
Thursday 11/20, 1:59 PM: Kyle stated "Plumber did not show" and "He will need to reschedule"

Kyle left before the plumber arrived despite:
- Confirming he would provide access
- Being notified the plumber was 45 min-1 hour away at 1:57 PM
- The June 5 Agreed Order requiring his cooperation

There is an active water leak causing ongoing property damage. Kyle has refused to:
- Provide access despite his confirmation
- Provide the door code so I can manage repairs myself
- Cease use of the upstairs shower (no confirmation received)

I need immediate resolution:
- Door code provided TODAY so plumber can access ASAP, OR
- Kyle's confirmation he will be available for rescheduled repair with 4-hour window flexibility

Kyle's refusal to cooperate with emergency repairs violates the June 5, 2025 Order. If I do not receive cooperation today, I will file an emergency motion for contempt and for access tomorrow morning.

The leak is causing ongoing damage every hour Kyle prevents repair.

Brandon McGivern

Brandon McGivern

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[Quoted text hidden]

Mason Cole <mcole@colesadkin.com>

Thu, Nov 20, 2025 at 3:41 PM

To: Brandon McGivern

Cc: [REDACTED] Kyle Hadley <[REDACTED]@gmail.com>

Brandon, Kyle was the one who alerted you to the leak, but then the plumber did not show during the window provided. Let's keep trying to provide access to address this problem. Considering Kyle is not using the shower, I don't know if this is an emergency. But we can definitely keep working together to resolve.

[Quoted text hidden]

Kyle Hadley <[REDACTED]>

Thu, Nov 20, 2025 at 3:47 PM

To: Brandon McGivern

Cc: Mason Cole <mcole@colesadkin.com>

You provided less than 48 hours notice. You requested access from 12-2, which I rearranged my schedule to accommodate.

The leak is not an emergency, as it was noticed quickly - and is the same source as before. The tub was used once- and the leak came back. It will not be used until it is remedied once again.

I, as I did before, will accommodate an agreed upon time for access to the unit.

I have not refused to cooperate with the June 5th order. The fault is on the plumber being an hour late- not on me.

Please send options for rescheduling. If

You would like me to coordinate with the plumber- please provide their contact information.

Best,

Kyle Hadley

[REDACTED]

On Nov 20, 2025, at 2:29 PM, Brandon McGivern <[REDACTED]> wrote:

[Quoted text hidden]

Brandon McGivern <[REDACTED]>

Thu, Nov 20, 2025 at 4:37 PM

To: Mason Cole <mcole@colesadkin.com>

Cc: Carly Brandt <admin@colesadkin.com>

Bcc: [REDACTED]

Mr. Cole,

The plumber arrived at 2:55 PM. Your client was not home despite confirming he would provide access. Your client left dogs loose preventing entry.

I notified your client immediately at 1:59 PM when the plumber called with his delay. Your client chose to leave rather than provide court-ordered access for emergency repairs.

This is willful violation of the June 5, 2025 Agreed Order, the same water damage issue that required court intervention in June.

I am filing an emergency motion for contempt and permanent access to my property. Your client's repeated violations of multiple court orders, refusal to provide door codes, and obstruction of emergency repairs ends now.

The court will address your client's pattern of contempt.

Brandon McGivern

Brandon McGivern

Web Developer / Graphic Designer

[REDACTED]

[Quoted text hidden]

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Brandon McGivern <brandon@brandonmcgivern.com>
To: Mason Cole <mcole@colesadkin.com>
Cc: Carly Brandt <admin@colesadkin.com>
Bcc: Sherry Smith <smiths5858@gmail.com>

Mon, Nov 24, 2025 at 6:48 PM

Mason,

Your November 20 email suggested we "keep working together to resolve" the water damage your client reported. Since then:

- Your client refuses to answer or return the plumber's multiple calls
- Your client continues to deny me access to property I own
- Your client continues to withhold door codes to my property
- Active water damage continues destroying my property daily

I could have repaired this leak myself days ago if your client hadn't locked me out of my own property. Instead, I am forced to coordinate repairs through a tenant who confirms access then abandons the property, leaves dogs loose to prevent entry, and now refuses to communicate with the plumber.

Your characterization of this as not an "emergency" is legally irrelevant. Your client reported water "dripping through a tiny hole" onto the dining room table. Ongoing water intrusion causing structural damage is an emergency regardless of shower use.

This is the same water damage from January 2025 that your client concealed for months, requiring court intervention in June 2025, and now requiring court intervention again. Your client's pattern is clear: report damage, obstruct repairs, deny access.

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Your client is destroying property he claims equity in while locking out the actual owner who could fix it. This is not "working together." This is contempt of court and willful property destruction.

The December 1 hearing will address your client's violation of the June 5, 2025 Agreed Order. The court will also be informed that your client continues to obstruct repairs while water actively damages my property.

I am supplementing the Emergency Motion with evidence of your client's continued obstruction and refusal to communicate with the plumber.

This email will be filed with the court.

Brandon McGivern

Brandon McGivern
Web Developer / Graphic Designer
[Redacted]

[Quoted text hidden]

Brandon McGivern [Redacted]
To: Mason Cole <mcole@colesadkin.com>
Cc: Carly Brandt <admin@colesadkin.com>
Bcc: [Redacted]

Wed, Nov 26, 2025 at 1:57 PM

Mason,

It is now day 8 of active water damage your client reported.

Plumber still cannot reach your client.

Zero response from you to emails and phone calls.

This will be presented December 1.

-Brandon McGivern

Brandon McGivern
Web Developer / Graphic Designer
[Redacted]

[Quoted text hidden]

Brandon McGivern [Redacted]
To: Mason Cole <mcole@colesadkin.com>
Cc: Carly Brandt <admin@colesadkin.com>

Fri, Nov 28, 2025 at 11:54 AM

Mason,

It is now day 10 of active water damage your client reported.

Plumber still cannot reach your client.

Zero response from you to emails and phone calls.

This will be presented December 1.

Brandon McGivern

Brandon McGivern
Web Developer / Graphic Designer
[Redacted]

[Quoted text hidden]

Brandon McGivern [Redacted]
To: Mason Cole <mcole@colesadkin.com>
Cc: Carly Brandt <admin@colesadkin.com>
[Redacted]

Sun, Nov 30, 2025 at 9:37 AM

Mason,

It is now day 12 of active water damage your client reported.

Plumber still cannot reach your client.

Zero response from you to emails and phone calls.

This will be presented December 1.

Brandon McGivern

Brandon McGivern
Web Developer / Graphic Designer
[Redacted]

[Quoted text hidden]

EXHIBIT C

September 29, 2025 Chancery Order

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

KYLE HADLEY,

Plaintiff,

v.

BRANDON MCGIVERN,

Defendant.

)
)
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)
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)

Case No. 2025-CH-05527

Judge Eve M. Reilly

Courtroom 2405

September 29, 2025 Agreed Order

Plaintiff’s counsel and *pro se* Defendant appeared for oral arguments on:

1. Defendant’s Motion to Strike Exhibit B As Fabricated Evidence and for Rule 137 Sanctions;
2. Plaintiff’s Motion to Strike Defendant’s Affirmative Defenses; and
3. Defendant’s Motion for Entry of Order Deeming Admissions under Illinois Supreme Court Rule 216.
4. Defendant’s September 2, 2025 Motion to Compel Discovery Responses and for Sanctions is entered and continued generally to be considered for briefing schedule.

IT IS HEREBY ORDERED:

1. Defendant’s Motion to Strike Exhibit B As Fabricated Evidence and for Rule 137 Sanctions is **GRANTED**.
2. Defendant’s Motion for Entry of Order Deeming Admissions under Illinois Supreme Court Rule 216 is **GRANTED**. All 30 facts are deemed **ADMITTED**.
3. Plaintiff’s Motion to Strike Defendant’s Affirmative Defenses and Defendant’s

Motion to Compel Discovery Responses and for Sanctions are taken under advisement with an Order to follow in the afternoon of September 30, 2025.

4. Defendant's September 2, 2025 Motion to Compel Discovery Responses and for Sanctions is entered and continued generally to be considered for briefing schedule. Judge Reilly will issue a written order and set a new presentment date as needed.

Entered:

Prepared and Drafted by:

Brandon McGivern

[REDACTED]

[REDACTED]

Pro Se Defendant

Reviewed and Approved by:

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 D

September 16, 2025 Use & Occupancy Order

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Brandon McGivern

v.

Kyle Hadley

No. 20251707919

ORDER

All parties being present and the Court being fully advised in the premises, It is hereby ordered:

1. Defendants Motion to Vacate Default Eviction Order of July 21, 2025 is granted as it was timely filed.
2. Plaintiff's Emergency Motion For Entry of Use and Occupancy Payment Terms is granted and the Courts August 14, 2025 Order granting Use and Occupancy payment is clarified as follows:
 - a. Defendant shall make Use and Occupancy Payments in the amount of \$2,080 on the first of each month.
 - b. Use and occupancy payments are not an admission of tenancy.
 - c. Back "rent" payments are not allowed as Use and Occupancy payments.
 - d. Defendant owes Plaintiff \$1,040 for August (post 8/14/25) , \$2,080 for September to be paid within 14 days.
 - e. The next Use and Occupancy payment is due 10/1/25 in the amount of \$2080.
3. This matter is stayed pending the outcome of 25CH05527.

Judge Kelly Marie McCarthy

SEP 16 2025

Circuit Court -2282

Attorney No.: _____

Name: _____

Atty. for: _____

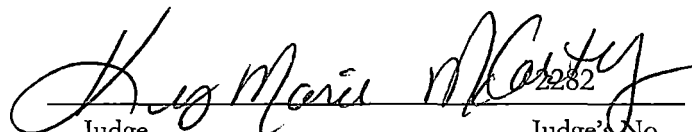
Address: _____

City/State/Zip: _____

Telephone: _____

ENTERED:

Dated: September 16, 2025 , _____


 Judge 2282 Judge's No.

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