

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
CHANCERY DIVISION

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

**DEFENDANT'S MEMORANDUM IN SUPPORT OF PROVE-UP ON
COUNTERCLAIMS**

I. INTRODUCTION

This Court granted Defendant Brandon McGivern's Motion for Default Judgment on Counterclaims on December 22, 2025, finding that Plaintiff Kyle Hadley's answer was "filed late without leave of court." A prove-up hearing was set for January 26, 2026 to establish damages.

Because Plaintiff failed to timely answer, all well-pleaded facts in Defendant's Counterclaims stand admitted. *Jackson v. Graham*, 323 Ill. App. 3d 766, 773 (2d Dist. 2001) ("Failure to answer a counterclaim results in admission of all well-pleaded facts."). When a party fails to answer, "the allegations of the counterclaim stand as admitted." *Webber v. Wight & Co.*, 368 Ill. App. 3d 1007, 1021 (2d Dist. 2006).

Additionally, this Court's September 29, 2025 Order deemed admitted all 30 of Defendant's Requests for Admission. These deemed admissions are "conclusive" and "binding," Plaintiff cannot now contradict them. *Knauerhaze v. Nelson*, 361 Ill. App. 3d 538,

550 (1st Dist. 2005).

This memorandum presents evidence establishing Defendant's damages on the three counterclaim counts.

II. SUMMARY OF DAMAGES

Count	Description	Amount
I	Waste and Property Damage	\$1,195.00
II	Unjust Enrichment	\$39,472.00
III	Conversion and Professional Misconduct	\$5,000.00
Total		\$45,667.00

Plus reservation of rights for furnishings pending inspection.

COUNT I - WASTE AND PROPERTY DAMAGE

Total Requested: \$1,195.00

A. ADMITTED FACTS

By failing to timely answer, Plaintiff admitted: (a) discovering water damage on January 6, 2025 (¶38); (b) concealing this damage for over five months (¶39); (c) denying Defendant access on May 10, 2025 using police (¶41); (d) the damage increased exponentially due to concealment (¶42).

The deemed admissions establish: Admission #8 (Plaintiff discovered damage January 6, 2025 - ADMITTED); Admission #11 (Plaintiff concealed worsening condition for over four months - DEEMED ADMITTED).

B. TIMELINE OF CONCEALMENT AND ACCESS DENIAL

Date	Event
January 6, 2025	Plaintiff reports water damage via WhatsApp: "...not great news. The water stain above the dining table...it's currently wet." (Exhibit A)
January - May 2025	Plaintiff conceals worsening damage for over four months.
May 10, 2025	Defendant attempts inspection with proper notice. Plaintiff denies access despite police presence (Event #2513009537). Plaintiff exits through back door to prevent police from observing damage.
June 2, 2025	Plaintiff admits "active leak...spreading to the first-floor dining and living areas."
June 5, 2025	Court enters Agreed Order requiring access.
June 7, 2025	Rescue Plumbing and Quality Assurance Restoration inspect (Exhibits B + D)

C. DAMAGES

Rescue Plumbing and Quality Assurance Restoration assessed the damage on June 7, 2025 and provided the following:

Item	Amount
Plumber initial visit and repair	\$195.00
Mitigation Cost	\$6,500.00
Repair Cost	\$7,500.00
Insurance Coverage	-\$13,000.00
Defendant's expenses (out-of-pocket)	\$1,195.00

Defendant seeks only actual out-of-pocket costs, not the full \$14,195 repair cost, diminished property value, or increased insurance premiums.

COUNT II - UNJUST ENRICHMENT

Total Requested: \$39,472.00

A. ADMITTED FACTS

By failing to timely answer, Plaintiff admitted: (a) paying below-market rent (¶45); (b) market rate was \$2,500-\$2,800/month (¶46); (c) collecting unauthorized subletting income (¶50); (d) total unjust enrichment of no less than \$22,600 (¶41).

Deemed Admission #18: Plaintiff collected income from subletting without Defendant's consent (DEEMED ADMITTED).

B. TWO COMPONENTS OF UNJUST ENRICHMENT

Plaintiff was unjustly enriched through two distinct mechanisms:

Component A: Plaintiff collected unauthorized subletting income from Defendant's property without consent, retaining funds that rightfully belonged to Defendant.

Component B: After Defendant vacated on August 2, 2024, Plaintiff enjoyed exclusive use of a furnished 3-bedroom townhome at far below market rate, receiving a valuable benefit at Defendant's expense.

C. COMPONENT A: UNAUTHORIZED SUBLETTING INCOME (\$18,250.00)

Documentary Evidence

Exhibit F compiles Plaintiff's own bank records documenting payments from subtenants:

Subtenant	Period	Total Received
Timothy Lenihan	August 2022 - April 2025	\$12,050.00

Michael Sheets	November 2024 - December 2025	\$5,400.00
Documented Subtotal		\$17,450.00
Projected January 2026		\$800.00
COMPONENT A TOTAL		\$18,250.00

Plaintiff's Interrogatory No. 2 response confirmed these amounts. Damages continue to accrue at ~\$800/month.

D. COMPONENT B: BELOW-MARKET EXCLUSIVE USE (\$21,222.00)

Defendant vacated August 2, 2024 (Exhibit E). Since then, Plaintiff has had exclusive use of Defendant's furnished 3-bedroom townhome.

Exhibit H shows 14 comparable properties averaging \$3,259/month (all unfurnished; Defendant's property is furnished).

Item	Value
Period of exclusive use	August 2, 2024 - January 26, 2026
Months of exclusive use	18 months
Market rental rate (average of comps)	\$3,259/month
Plaintiff's payment to Defendant	\$2,080/month
Monthly differential	\$1,179/month
18 months × \$1,179/month	\$21,222.00

Damages continue to accrue at \$1,179/month until Plaintiff vacates.

E. TOTAL COUNT II DAMAGES

Component	Description	Amount
A	Unauthorized Subletting Income	\$18,250.00
B	Below-Market Exclusive Use Differential	\$21,222.00
	TOTAL	\$39,472.00

F. LEGAL BASIS

Unjust enrichment requires: (1) defendant received a benefit; (2) defendant's retention of that benefit would be unjust; (3) plaintiff did not receive compensation for the benefit. *HPI Health Care Servs., Inc. v. Mt. Vernon Hosp., Inc.*, 131 Ill. 2d 145, 160 (1989).

Here, Plaintiff received two distinct benefits:

- Subletting income: Plaintiff collected \$17,450+ from subtenants occupying Defendant's property, retaining these funds without Defendant's consent or knowledge. Deemed Admission #18 conclusively establishes this occurred without authorization.
- Below-market housing: After Defendant vacated, Plaintiff enjoyed exclusive use of a furnished 3-bedroom townhome worth \$3,259/month while paying only \$2,080/month, a \$1,179/month benefit at Defendant's expense.

Both benefits were obtained without Defendant's consent and at Defendant's expense. Plaintiff's retention of these benefits would be unjust.

COUNT III - CONVERSION AND PROFESSIONAL MISCONDUCT

Total Requested: \$5,000.00

A. ADMITTED FACTS

By failing to timely answer, Plaintiff admitted: (a) disposing of functioning

appliances without authorization (§44); (b) owing heightened professional duties as a licensed real estate agent (§45); (c) professional misconduct through fabrication and concealment (§46); (d) damages of \$5,000-\$10,000 (§47).

Deemed admissions establish:

- #21: Plaintiff is a licensed real estate agent (DEEMED ADMITTED)
- #22: Plaintiff knows oral real estate agreements are void (DEEMED ADMITTED)
- #26: Plaintiff fabricated Exhibit B (DEEMED ADMITTED)
- #27: Plaintiff altered purchase price from \$320,000 to \$300,000 (DEEMED ADMITTED)
- #28: Plaintiff disposed of functioning appliances without authorization (DEEMED ADMITTED)

B. CONVERSION OF APPLIANCES

In Interrogatory No. 10, Plaintiff admitted under oath:

Washer/Dryer:

Question	Plaintiff's Answer
Description	Replacement of Washer and Dryer, June 2023
Cost of replacement	\$2,192.28
Whether you obtained Defendant's permission	No
Disposition of old appliances	"Old Washer/Dryer disposed of"

Air Conditioner:

Question	Plaintiff's Answer
Description	Air conditioner replacement, 2024
Cost of replacement	\$7,075.00
Whether you obtained Defendant's permission	No
Disposition of old appliances	"Old air conditioner disposed of"

Plaintiff claims appliances were "nonfunctional" but produced no service report, repair estimate, or photographs. Deemed Admission #28 conclusively establishes they were "functioning."

Conversion Damages

The appliances were Defendant's property, having come with the house. Plaintiff disposed of them without authorization. Defendant seeks the reasonable fair market value of functioning used appliances:

Item	Fair Market Value
Washer/Dryer Combination Unit	\$1,500.00
Whole-Home Air Conditioning Unit	\$2,000.00
Conversion Subtotal	\$3,500.00

C. PROFESSIONAL MISCONDUCT

Plaintiff, a licensed real estate agent who knew oral agreements are void (Admission #22), never obtained a written agreement, filed suit on a void oral contract, and fabricated evidence. On September 29, 2025, this Court struck Exhibit B for fabrication. Plaintiff's

counsel stated on the record: "I completely fabricated them."

Professional Misconduct Damages: \$1,500.00

D. DAMAGES CALCULATION - COUNT III

Component	Amount
Conversion - Washer/Dryer	\$1,500.00
Conversion - A/C Unit	\$2,000.00
Professional Misconduct	\$1,500.00
COUNT III TOTAL	\$5,000.00

Defendant seeks \$5,000, the low end of the \$5,000-\$10,000 range alleged in the Counterclaims, demonstrating good faith.

E. RESERVATION OF RIGHTS - FURNISHINGS

Defendant's Property Remains at the Premises - When Defendant vacated the property on August 2, 2024, he left the three-level townhouse fully furnished with his personal property, including but not limited to:

- Living room furniture (sofas, chairs, tables, lamps)
- Dining room furniture (table, chairs)
- Bedroom furniture (beds, dressers, bookcases) - multiple bedrooms
- Kitchen items (cookware, dishes, utensils, small appliances)
- Decorative items and artwork
- Linens and household goods
- Electronics

By contrast, Plaintiff owns only one mattress, a dresser, two desks, two chairs, various kitchen items, and one television. The remainder of the furnishings throughout the property belong to Defendant.

Defendant Has Been Denied Access to Inspect - Since Defendant's departure on August 2, 2024, Plaintiff has:

- Refused to provide door codes to Defendant's own property
- Denied Defendant access to inspect his belongings
- Had exclusive use of Defendant's furnishings for 18 months

Defendant has no knowledge of the current condition of his personal property.

Plaintiff maintains two dogs at the property, raising concerns about potential damage to furnishings.

Reservation of Rights - Defendant expressly reserves the right to seek additional damages for:

- Conversion - Any furnishings that have been removed, sold, or disposed of
- Damage to Property - Any furnishings damaged through Plaintiff's use or neglect
- Loss of Use - Defendant has been deprived of use of his own property for 18

months

Defendant requests that any judgment include a provision requiring Plaintiff to provide Defendant access to inspect his personal property, and that Defendant be permitted to supplement his damages following such inspection.

IV. PRAYER FOR RELIEF

WHEREFORE, Defendant Brandon McGivern respectfully requests this Court:

(A) Enter judgment against Plaintiff Kyle Hadley on Count I (Waste and Property Damage) in the amount of \$1,195.00;

(B) Enter judgment against Plaintiff Kyle Hadley on Count II (Unjust Enrichment) in the amount of \$39,472.00;

(C) Enter judgment against Plaintiff Kyle Hadley on Count III (Conversion and Professional Misconduct) in the amount of \$5,000.00;

(D) Enter total judgment in the amount of \$45,667.00;

(E) Award statutory interest at the rate of 5% per annum from the date of judgment pursuant to 735 ILCS 5/2-1303;

(F) Order Plaintiff to provide Defendant immediate access to the property to inspect Defendant's personal furnishings;

(G) Reserve Defendant's right to supplement damages for furnishings following inspection;

(H) Award costs of this action; and

(I) Grant such other and further relief as this Court deems just and proper.

Dated: January 21, 2026

RESPECTFULLY SUBMITTED,

/s/ Brandon McGivern

Brandon McGivern, Defendant

Brandon McGivern, *Pro Se*

[REDACTED]



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **Defendant's Memorandum in Support of Prove-Up on Counterclaims** and all exhibits attached thereto was served upon Plaintiff's counsel by email to mcole@colesadkin.com on January 21, 2026.

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

EXHIBIT TABLE OF CONTENTS

COUNT I - WASTE AND PROPERTY DAMAGE

Exhibit	Description
A	January 6, 2025 WhatsApp Message - Plaintiff reports water damage
B	June 7, 2025 Quality Assurance Restoration Proposal
C	Insurance Claim Documentation - \$1,000 deductible payment
D	Rescue Plumbing Invoice - \$195.00

COUNT II - UNJUST ENRICHMENT

Exhibit	Description
E	July 29, 2024 Letter - Extended Purchase Deadline
F	Subletting Income Log - Compiled from Plaintiff's Bank Records
G	Plaintiff's Discovery Responses - Interrogatory No. 2 (confirming subtenants)
H	Rental Comparables - 14 comparable properties

COUNT III - CONVERSION AND PROFESSIONAL MISCONDUCT

Exhibit	Description
I	Plaintiff's Answers to Interrogatories - Interrogatory #10 (appliance admissions)
J	September 29, 2025 Court Order - Deemed Admissions Granted
K	December 22, 2025 Court Order - Default Judgment on Counterclaims

EXHIBIT A

January 6, 2025 WhatsApp Message

Plaintiff reports water damage

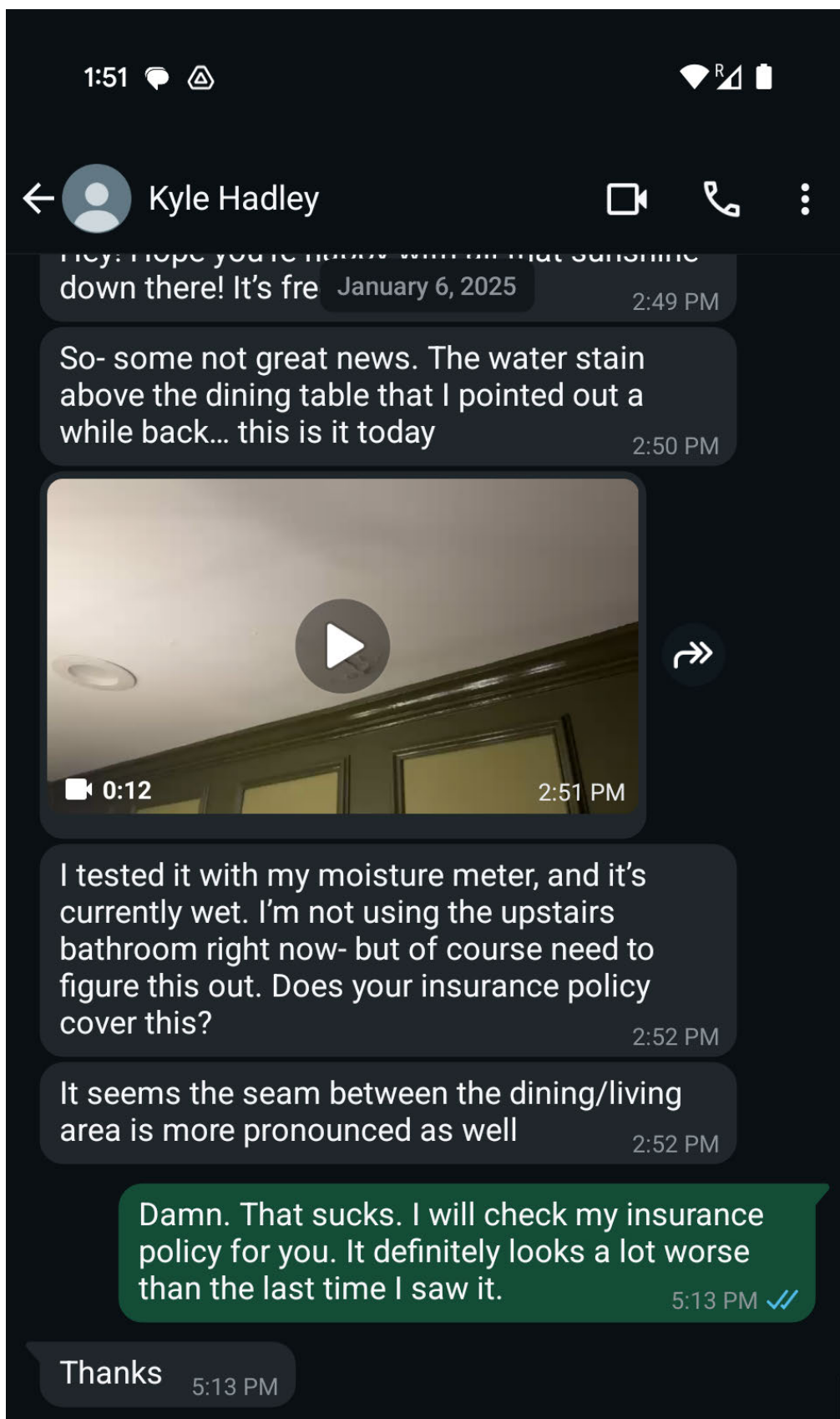


EXHIBIT B

June 7, 2025 Quality Assurance Restoration Proposal



Quality Assurance Restoration (708) 716-5161
7125 W. Gunnison, Suite 204, Harwood Heights, Illinois. 60707

Property Location -6122 N. Winthrop Ave, Unit C, Chicago, Illinois. 60660

Inspection Date-6/07/25

Mitigation Cost-\$6,500 (TBD) (Approx \$4,000 for the bathroom, \$2,500 for the living room)

Repair Cost-\$7,500 (TBD based off Mitigation) (Approx \$2,500 for Living Room, \$5,000 for Bathroom)

Project Plan Specifications/Proposal:

Mitigation

Living Room

- Floor protection/Contents protection
- Containment (Contain off living room)
- Run an Air Scrubber during removal
- Remove affected drywall/plaster (Ceiling of living TBD)
- Remove affected insulation (If applies)
- Clean, Sanitize, and Hepa Vac exposed area
- Setup a Dehumidifier and Air Movers to dry Structure
- Final Detail

Bathroom

- Floor protection/Contents protection
- Containment (Contain off bathroom)
- Run an Air Scrubber during removal
- Detach Toilet
- Detach Vanity and Sink
- Detach Mirror (Could get damaged if glued to the wall TBD)
- Remove affected Tile (Shower Tile and all matching Tiles on the wall)
- Remove affected drywall/plaster (All areas Tiled (We may just remove all walls since most is tiled)
- Remove affected insulation (If applies)
- Clean, Sanitize, and Hepa Vac exposed area
- Setup a Dehumidifier and Air Movers to dry Structure
- Final Detail

REPAIRS

Living Room

- Floor protection/Contents protection
- Containment (Contain off living room and upstairs bathroom)
- Install Insulation (Ceiling)
- Install new drywall (Ceiling)
- Tape, Sand, and Mud Ceiling
- Prime 1 Coat, and 2 Coats Paint (Ceiling)
- Final Detail

Bathroom

- Floor protection/Contents protection

- Containment (Contain off living room and upstairs bathroom)
- Install Insulation on East Wall
- Install Durarock in shower area
- Install new drywall
- Tape, Sand, and Mud walls
- Prime 1 Coat, and 2 Coats Paint
- Install Toilet
- Install Vanity
- Final Detail

Quality Assurance Restoration will provide disinfection per IICRC Standards If you have any questions please do not hesitate to call me directly.

Q.A. Restoration is Licensed, Bonded, and Insured. If you have any questions please call me directly or contact me via email.

Thank You,
Mark Powers
Owner
Quality Assurance Restoration
708-716-5161 Office
773-220-5524 Cell
garestoration@gmail.com
www.garestoration.com

EXHIBIT C

Insurance Claim Documentation

\$1,000 deductible payment

FILED DATE: 1/21/2026 6:22 AM 2025CH05527



Openly LLC
131 Dartmouth St., 3rd Floor
Boston, MA 02116

ESTIMATE: Dwelling (Openly LLC)		Claim [REDACTED], Brandon McGivern
In progress		
Total Materials:		\$14,073.70
Total Labor:		\$0.00
Total Equipment:		\$0.00
Total Market Conditions:		\$0.00
Subtotal:		\$14,073.70
State 6.250% (applies to materials only, some items overridden):		\$0.00
City 1.250% (applies to materials only, some items overridden):		\$0.00
County 1.750% (applies to materials only, some items overridden):		\$0.00
Special 1.000% (applies to materials only, some items overridden):		\$0.00
Subtotal:		\$14,073.70
Add 0.00% overhead (some items excluded):		\$0.00
Add 0.00% profit (some items excluded):		\$0.00
Estimate Subtotal:		\$14,073.70
Total Coverage Dwelling (\$428,180.00 limit):		\$14,073.70
Coverage Dwelling Deductible (\$1,000.00) applied:		\$(1,000.00)
Net Coverage Dwelling:		\$13,073.70
Estimate Total on Coverage Dwelling:		\$13,073.70
Estimate Total:		\$13,073.70
Finalization		

EXHIBIT D

Rescue Plumbing Invoice

\$195.00

FILED DATE: 1/21/2026 6:22 AM 2025CH05527

Invoice 129643 due from Rescue Plumbing Inc. - \$195.00

Rescue Plumbing Inc. <notifications@housecallpro.com>
Reply-To: "Rescue Plumbing Inc." <office@myrescueplumbing.com>
To:

Tue, Jun 10, 2025 at 2:43 PM



Your invoice from Rescue Plumbing Inc.

Hi Brandon,

Thank you for choosing Rescue Plumbing Inc.. Please see attached invoice due upon completion of work.

Invoice Number: #129643

Service Date: Jun 07, 2025

Customer Name: Brandon McGivern

Service Address: 6122 N Winthrop Ave C, Chicago, IL 60660

Services	amount
Leak Inspection	\$195.00
leak on 2nd floor bathroom / between floors \$125 leak inspection fee	

Subtotal

\$195.00

Total job price

\$195.00

Amount Due

\$195.00

Pay online

Please remit payment to the address below: Rescue Plumbing, Inc.

(773) 799-8848 | office@myrescueplumbing.com

<http://www.myrescueplumbing.com>

1137 W Webster Ave #B, Chicago, IL 60614

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 **invoice-129643.pdf**
54K

EXHIBIT E

July 29, 2024 Letter

Extended Purchase Deadline

Kyle,

I am not sure how to have this conversation with you, so I wrote it down so I could organize my thoughts better.

I have decided that I am going to move out of the house completely. I wanted to make this work, but it seems to be causing a lot of conflict between us, and I hate that. I am under such an extreme amount of stress already (and have been for the past two years) dealing with the mess with my business and house in Mexico, and I cannot have additional stressors in my life when I come back to Chicago.

This week:

- We can get all the utilities out of my name and into yours this week (Water, Gas, Electric, + Internet). This way you will be able to take care of those monthly costs instead of me. Since the mortgage is still in my name, I will take care of paying that bill and you can send me that amount (currently \$1,880) every month on the first. So then you will not have to wait until I send you an email with the totals.
- I am going to rent a storage unit and move all of my things out of the house before I go back to Mexico on Monday. As previously agreed, I will be leaving most of my furniture. I know you got rid of a lot of your larger items and I want to make sure you wouldn't have to replace any of those things specifically.

House Purchase

- I need to sell the house to you as soon as possible, by the end of this year at the latest. I was always under the impression that our agreement was for you to buy the house when your condo sold. Unfortunately, I'm not comfortable having a mortgage in my name for a property that I don't reside in. Also, because of my mess in Mexico, there is a good chance that I will need the available credit to take a personal loan.

Let me know when you want to talk details.

Brandon

EXHIBIT F

Subletting Income Log

Compiled from Plaintiff's Bank Records

Unauthorized Subletting Income - 6122 N. Winthrop Ave, Unit C

Compiled from Plaintiff Kyle Hadley's Bank Records (Hadley Production)

SUMMARY

Subtenant	Period	Total Received
Timothy Lenihan	August 2022 - April 2025	\$12,050.00
Michael Sheets	November 2024 - December 2025	\$5,400.00
DOCUMENTED TOTAL		\$17,450.00

DETAILED PAYMENT LOG

Timothy Lenihan Payments (\$12,050.00)

Date	Amount	Method
8/1/2022	\$800.00	Zelle
9/1/2022	\$200.00	Zelle
10/3/2022	\$200.00	Zelle
11/1/2022	\$200.00	Zelle
12/1/2022	\$200.00	Zelle
1/3/2023	\$250.00	Zelle
2/1/2023	\$800.00	Zelle
3/1/2023	\$800.00	Zelle
4/3/2023	\$200.00	Zelle
5/1/2023	\$300.00	Zelle
6/1/2023	\$200.00	Zelle

7/3/2023	\$200.00	Zelle
8/1/2023	\$200.00	Zelle
9/1/2023	\$200.00	Zelle
10/2/2023	\$200.00	Zelle
11/1/2023	\$400.00	Zelle
12/1/2023	\$300.00	Zelle
1/2/2024	\$200.00	Zelle
2/1/2024	\$200.00	Zelle
3/1/2024	\$300.00	Zelle
4/1/2024	\$200.00	Zelle
5/1/2024	\$200.00	Zelle
6/3/2024	\$200.00	Zelle
7/1/2024	\$800.00	Zelle
8/1/2024	\$100.00	Zelle
9/3/2024	\$600.00	Zelle
10/1/2024	\$600.00	Zelle
11/1/2024	\$800.00	Zelle
12/2/2024	\$800.00	Zelle
1/2/2025	\$800.00	Zelle
2/3/2025	\$200.00	Zelle
3/3/2025	\$200.00	Zelle
4/1/2025	\$200.00	Zelle
SUBTOTAL	\$12,050.00	

Michael Sheets Payments (\$5,400.00)

Date	Amount	Method	Notes
12/6/2024	\$1,600.00	Zelle	November and December Rent
1/17/2025	\$800.00	Zelle	January Rent
3/14/2025	\$800.00	Zelle	
10/28/2025	\$600.00	Zelle	October Rent
11/7/2025	\$800.00	Zelle	Rent
12/5/2025	\$800.00	Zelle	Rent
SUBTOTAL	\$5,400.00		

Note: One \$300 payment dated 10/7/2024 was marked "Loan repay" in Plaintiff's records and has been excluded from this calculation.

SOURCE

This exhibit was compiled from Plaintiff Kyle Hadley's bank records produced in discovery. All payments were made via Zelle electronic transfer to Plaintiff's Bank of America account.

Plaintiff's own discovery responses (Interrogatory No. 2) confirmed these individuals resided at the property and made payments to Plaintiff.

EXHIBIT G

Plaintiff's Discovery Responses

Interrogatory No. 2 (confirming subtenants)

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

Response:

- **Timothy Lenihan**

- **Total Paid:** \$11,450
- **Dates:** April 2022- present
- **Amounts:** Varied; reflected in “Hadley_6122_Payments.pdf” and “Venmo/Zelle Records” disclosed in Requests for Production
- **Method:** Electronic transfer
- **Monthly Contribution:** \$0-800
- **Occupancy:** April 2022 to present
- **Michael Sheets**
 - **Total Paid:** Approx. \$3,200
 - **Dates:** August 2024- present
 - **Amounts:** Varied; reflected in “Hadley_6122_Payments.pdf” and Venmo/Zelle records disclosed in Requests for Production
 - **Monthly Contribution:** Approx. \$0-800
 - **Method:** Electronic transfer

EXHIBIT H

Rental Comparables

14 comparable properties

Comparable Rental Listings

3-Bedroom Units Near 6122 N. Winthrop Ave., Unit C, Chicago, IL 60660

Subject Property: 6122 N. Winthrop Ave., Unit C – Fully Furnished 3BR/2.5BA, 1,800 sq ft, Townhouse with parking and in-unit laundry room.

Current Use & Occupancy: \$2,080/month

Average Comparable Rent (Unfurnished): \$3,259/month

Note: All comparable units listed below are UNFURNISHED. Furnished rentals typically command a 20-30% premium.

Address	Distance (mi)	Price	Size (sqft)	Bdrms	Baths	Property type	List date
6136 N Winthrop Ave Unit A, Chicago, IL 60660	0.03	\$2,500	1,100	3	2ba	Townhouse	1/19/25
6044 N Winthrop Ave, Apt 208, Chicago, IL 60660	0.08	\$3,146	-	3	3ba	Apartment	4/19/25
1062 W Glenlake Ave, Apt 2, Chicago, IL 60660	0.08	\$2,895	1,250	3	2ba	House	11/26/24
6044 N Winthrop Ave, Apt 508, Chicago, IL 60660	0.08	\$2,996	1,170	3	3ba	Apartment	4/17/25
6042 N Kenmore Ave, Apt 2, Chicago, IL 60660	0.1	\$2,900	-	3	2ba	Condo	4/10/25
1258 W Hood Ave, Chicago, IL 60660, USA	0.28	\$4,100	2,400	3	2.5ba	Apartment	5/12/24
1524 W Thorndale Ave, Chicago, IL 60660, USA	0.73	\$3,100	1,900	3	2ba	Condo	11/6/24
1522 W Thorndale Ave, Chicago, IL 60660, USA	0.73	\$2,900	1,900	3	2ba	Condo	11/6/24
6455 N Newgard Ave, Chicago, IL 60626	0.9	\$3,100	1,350	3	2ba	Apartment	7/4/25
1149 W Farwell Ave, Chicago, IL 60626, USA	1.25	\$3,400	2,050	3	2ba	Apartment	9/9/24
1472 W Summerdale Ave Unit 1F, Chicago, IL 60640	1.5	\$4,095	-	3	2.5ba	Apartment	-
7008 N Sheridan Rd, Chicago, IL 60626, USA	1.56	\$2,700	1,800	3	2ba	Apartment	8/17/24
1135 W Winona St, Chicago, IL 60640, USA	1.68	\$4,000	1,846	3	3ba	Apartment	3/15/25
1420 W Winnemac Ave, Chicago, IL 60640	1.7	\$3,800	-	3	2ba	Apartment	6/15/25

Source: Public rental listing data from Zillow, Apartments.com, and Redfin.

EXHIBIT I

Plaintiff's Answers to Interrogatories

Interrogatory #10 (appliance admissions)

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

Response:

Washer/Dryer

- **Description of each improvement:** Replacement of Washer and Dryer, June 2023.
- **Cost of each improvement:** \$2192.28
- **Whether you obtained Defendant's permission:** No.
- **Disposition of any appliances or fixtures removed:** Old Washer/Dryer disposed of.

Air Conditioner

- **Description of each improvement:** Air conditioner replacement.
- **Cost of each improvement:** \$7,075
- **Whether you obtained Defendant's permission:** No.
- **Disposition of any appliance or fixtures removed:** Old air conditioner disposed of.

EXHIBIT J

September 29, 2025 Court Order

Deemed Admissions Granted

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

KYLE HADLEY,

Plaintiff,

v.

BRANDON MCGIVERN,

Defendant.

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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

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Chicago, Illinois 60657

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Firm ID: 49001

mcole@colesadkin.com

Counsel for Plaintiff

EXHIBIT K

December 22, 2025 Court Order

Default Judgment on Counterclaims

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

Kyle Hadley,

Plaintiff(s),

v.

Brandon McGivern,

Defendant(s).

Case No: 2025CH05527
Calendar 7

ORDER

THIS MATTER coming before the Court for oral argument on five fully briefed motions: (1) Defendant's Motion for Judgment on the Pleadings; (2) Defendant's Motion to Compel Complete Discovery Responses and for Sanctions; (3) Defendant's Motion for Entry of Order Specifying Rule 137 Sanctions; (4) Defendant's Motion for Default Judgment on Counterclaims; and (5) Defendant's Motion to Strike Plaintiff's Untimely Answer to Counterclaims, the Court being fully advised on the matter. It is hereby ordered:

1. Defendant's Motion for Judgment on the Pleadings is DENIED. Even in consideration of the admissions contained within Plaintiff's Responses to the Request to Admit, there remains a question of material fact as to whether there was partial performance of the oral agreement by Plaintiff as an exception to the Statute of Frauds.
2. However, the Court, *sua sponte*, dismisses Counts III (Constructive Trust) and IV (Injunctive Relief) of Plaintiff's Complaint with prejudice as they are remedies and do not state valid causes of action. Similarly, Counts IV (Holdover Tenancy Damages) and V (Attorneys' Fees and Costs) of the Counterclaim are also dismissed, *sua sponte*, with prejudice as they also do not state valid causes of action.
3. Defendant's Motion for Entry of Rule 137 Sanctions is DENIED because the Court already issued a sanction in the form of deeming facts admitted.
4. As to Defendant's Motion to Compel, the Motion is granted, in part, as follows:
 - a. Plaintiff shall produce the missing Bank of America Statements for January 2023 – July 2023, October 2023 – December 2023, August 2024 – September 2024, and June 2025 – July 2025.
 - b. Plaintiff shall also produce legible copies of the Venmo Statements as they are currently illegible.
 - c. All objections contained within Plaintiff's Responses to written discovery requests are overruled. However, it appears that responses were provided over objection and were sufficient notwithstanding those in need of supplementation as specified herein.

5. Defendant's Motion to Compel is DENIED, in part, as to Interrogatory #5. Further, the Court declines to enter sanctions relating to this Motion to Compel.
6. All of Plaintiff's supplemental discovery production shall be completed by or before January 20, 2026.
7. Defendant's Motion to Strike the Answer to the Counterclaims as untimely is GRANTED as it was filed late without leave of court. As such, Defendant's Motion for Default Judgment on the Counterclaims is GRANTED.
8. This matter is set for prove-up on the remaining counterclaims for January 26, 2026 at 10:00 a.m. via Zoom Teleconference (Meeting ID: 943 7767 4389; Passcode; 980847; Dial-in: (312) 626-6799).

Judge Eve M. Reilly
DEC 22 2025
Circuit Court-2122

Entered:

ER 2/22

Judge Eve M. Reilly