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

DEFENDANT'S RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION TO RECONSIDER AND MODIFY AUGUST 18, 2026 FINAL JUDGMENT

NOW COMES Defendant BRANDON MCGIVERN, pro se, and responds in opposition to Plaintiff's Motion to Reconsider and Modify August 18, 2026 Final Judgment (the "Motion"). The Motion should be denied.

I. INTRODUCTION

1. The Motion asks the Court to undo a judgment entered after fourteen months of litigation on three grounds: that the deemed admissions were read too broadly, that the December 22, 2025 default should be vacated, and that a $30,000 payment is "undisputed" and must be credited. None is a proper ground for reconsideration. Each was resolved on a full record before judgment, and the only new item in the Motion is a post-judgment affidavit that contradicts Plaintiff's own complaint and the admissions that bind him.

II. THE STANDARD

2. A motion to reconsider exists to bring to the court's attention newly discovered evidence that was not available at the time of the hearing, a change in the law, or an error in

the court's application of existing law. *Gardner v. Navistar International Transportation Corp.*, 213 Ill. App. 3d 242, 248 (1991). Courts "should not permit litigants to stand mute, lose a motion, and then frantically gather evidentiary material to show that the court erred in its ruling." *Id.* New matter offered on reconsideration of a summary judgment should not be considered absent a reasonable explanation of why it was unavailable earlier. *Delgatto v. Brandon Associates, Ltd.*, 131 Ill. 2d 183, 195 (1989). The Motion identifies none of these grounds. Every document it relies on was in the record before judgment, and its only new item, Plaintiff's affidavit, could have been offered at any point in the preceding fourteen months.

III. THE ADMISSIONS WERE APPLIED AS WRITTEN

3. The Motion quotes Request No. 18 and argues that it alone cannot establish that Lenihan's payments were rent, that the occupants lacked consent, that Plaintiff paid below-market rent, or the amount of damages. (Mot. ¶ 7.) But the Court did not rely on Request No. 18 alone. All thirty requests were deemed admitted on September 29, 2025 as a sanction for the fabrication described in paragraph 1 of the judgment. (Ex. A.) Those admissions include: that Plaintiff received rental payments from Timothy Lenihan for occupancy of a portion of the Property (No. 3), at least $6,400 of them (No. 4); that Plaintiff had additional roommates or tenants since August 2024 without Defendant's knowledge or consent (No. 5); that he charged them approximately $1,000 per month (No. 6); that he collected rent from his own condominium tenants while paying below-market rent to Defendant (No. 7); and that his pattern was to live at below-market rent while operating

rental businesses (No. 30). Each proposition the Motion says was never established is established by an admission the Motion does not mention.

4. Rule 216 admissions are judicial admissions that cannot be controverted by contradictory evidence. *P.R.S. International, Inc. v. Shred Pax Corp.*, 184 Ill. 2d 224, 236 (1998); *Robertson v. Sky Chefs, Inc.*, 344 Ill. App. 3d 196, 199 (2003). Plaintiff never moved to withdraw or amend them, and he cannot contradict them now by affidavit. Paragraph 5 of the Hadley affidavit, which recasts the rental payments as "shared household expenses" and denies that his rent was below market, is exactly the contradiction the rule forbids.

5. As to amounts, the admissions did not fix the damages figures, and the Court did not treat them as though they had. Damages were proven at the prove-up on documentary evidence, after Plaintiff filed a written opposition on April 13, 2026. The Court awarded only the third-party rent actually documented ($17,450 of the $19,850 sought), denied the appliance claim for want of proof of value, and denied the holdover claim in full. Nothing was "stretched."

IV. THERE IS NO BASIS TO VACATE THE DEFAULT

6. The December 22, 2025 default was not entered without Plaintiff being heard. Defendant moved for default on October 7, 2025, after the June 23, 2025 counterclaims had gone unanswered for more than three months. Plaintiff filed an answer the next day without seeking leave; Defendant moved to strike it; Plaintiff opposed both motions in writing on October 10 and October 21, 2025. After oral argument on December 22, 2025, the Court struck the answer "as it was filed late without leave of court" and entered default. (Mot. Ex.

3, ¶ 7.) The "substantial justice" inquiry the Motion invokes was made then, on a full record, and resolved against Plaintiff. Section 2-1203 does not exist to rerun it with no new matter.

7. Even taken on its own terms, the request fails under the factors Plaintiff cites. *Wells Fargo Bank, N.A. v. McCluskey*, 2013 IL 115469, ¶¶ 16-17. **Diligence: none.** Between December 22, 2025 and August 18, 2026, Plaintiff made at least nine filings in this case, including three Rule 191(b) motions, a motion to strike the prove-up memorandum, a response to the amended prove-up memorandum, a notice of Defendant's deposition, and a response to the summary judgment motion with a supporting affidavit, and he served written discovery on Defendant. He never once moved to vacate the default. The judgment records this twice (¶¶ 1, 4), and the Motion does not explain the omission. **Meritorious defense: none shown.** The stricken answer consisted of denials; it pleaded no affirmative defense. The affidavit states only that Plaintiff "disputed" Defendant's contentions (¶ 5), and the disputes it describes are foreclosed by the binding admissions discussed above. **Prejudice: substantial.** Vacating the default now would discard the prove-up, the amended prove-up, the briefing on both, and the summary judgment proceedings that rested in part on the default, and would return the case to the pleading stage after final judgment.

8. Finally, the relief is unavailable in the form requested. A *nunc pro tunc* order corrects the record to reflect what the court actually did; it "may not be used to supply omitted judicial action or to correct judicial errors under the pretense of correcting clerical errors." *Beck v. Stepp*, 144 Ill. 2d 232, 238 (1991). The Court did not grant leave in October 2025 and fail to record it; it considered the question and denied it.

V. THE $30,000 WAS ADJUDICATED ON GROUNDS THE MOTION DOES NOT CHALLENGE

A. The operative findings are unchallenged.

9. The $30,000 was not an overlooked item. It was Plaintiff's own affirmative claim. Count II of his complaint sought recovery in quantum meruit for "capital improvements and mortgage obligations." (Ex. B, ¶ 21.) The Court granted summary judgment against that claim in paragraph 3 of the judgment on three findings: that Plaintiff repudiated the contract, as early as October 9, 2024 and certainly by February 14, 2025; that he remained in the Property collecting rent from third parties while paying below-market rent; and that "the doctrine of unclean hands affirmative defense bars him from recovering anything." The Motion does not challenge the repudiation finding. It does not challenge the unclean hands finding. It does not ask the Court to vacate summary judgment on Count II. Under the Court's standing order, an argument a party fails to respond to may be deemed conceded. The unchallenged findings dispose of the $30,000 by themselves, and a request to "credit" the very sum those findings bar is a request to reverse paragraph 3 without engaging it.

B. "Undisputed" does not mean owed.

10. The Motion uses "undisputed" to mean two different things. Defendant has never disputed that Plaintiff paid him $30,000 in 2024. Defendant has always disputed that any of it is owed back, and the Court agreed. The February 15, 2025 letter (Mot. Ex. 2) was a written set of options offered to resolve a dispute, not a promise. Option 1 credited the $30,000 at closing on a purchase completed within twelve months under new written

agreements. Option 2 contemplated return of the $30,000 "upon sale of the property," and only "less" enumerated deductions, including the difference between rent paid and market rate, the value of disposed appliances, and repair costs. The letter stated that any return "would be contingent upon the property's sale" and asked for a written election within fourteen days. Plaintiff made none; his only reply, on March 4, 2025, called the deadline "arbitrary" and "not binding." No sale has occurred, no condition of the letter was ever satisfied, and the deductions it enumerated are the items the Court later awarded. The letter was attached to Plaintiff's own complaint, and the Court had it when it ruled.

11. Defendant's summary judgment motion was consistent with this. It argued first that unclean hands bars Count II entirely, and only in the alternative, "even setting aside unclean hands," that the counterclaim damages would offset the $30,000 in any event. The Court adopted the primary ground. A prevailing party's alternative argument does not cap the relief the Court grants on the primary one.

C. "Mortgage obligations" was Plaintiff's own characterization.

12. The Motion says the judgment "mischaracterizes" the $30,000 as mortgage obligations. (Mot. ¶ 8.) The phrase is Plaintiff's. Count II alleges that he conferred a benefit "by paying for capital improvements and mortgage obligations," and paragraph 9 alleges that he "did pay Defendant's monthly mortgage." (Ex. B, ¶¶ 9, 21.) The Court described the claim in the terms Plaintiff pleaded it.

D. The affidavit is new evidence, and it contradicts the record.

13. The only new thing in the Motion is the Hadley affidavit, which for the first time describes nine payments between March 13 and June 27, 2024 in specific amounts. That

account was available to Plaintiff from the day the payments were made. It was not in his complaint, which alleged payments "between 2022 and 2024" and cited as support the complaint's own Exhibit B, the equity document later stricken as fabricated (Admission No. 26). (Def. Ex. B, ¶ 10.) It was not in his May 15, 2026 affidavit ("in installments during 2024") or his summary judgment response ("during March, May, and June 2024"). A fourth account, offered after judgment, is not newly discovered evidence; it is the material *Gardner* forbids. And whether the payments were nine or nineteen, separate from rent or not, recovery of them was Count II, and Count II was adjudicated.

E. There is no double recovery, and Schwinder does not help.

14. The Motion treats the denial of Plaintiff's claim and the award on Defendant's counterclaims as two recoveries of the same money. They are not. Defendant was not awarded the $30,000. Plaintiff was denied it, under an equitable bar the Motion does not contest. The counterclaim awards compensate Defendant for distinct losses: rent Plaintiff collected from third parties and kept, and the difference between the rent he paid and market rent over twenty months. A bar to recovery is not a setoff, and a setoff presupposes a valid claim to set off; Plaintiff's was rejected. Nor does *Schwinder v. Austin Bank of Chicago*, 348 Ill. App. 3d 461 (2004), supply a rule that purchase funds are returned "when a contemplated real-estate sale is not completed." *Schwinder* involved a written, enforceable purchase contract and a seller who refused to close; the buyers were awarded specific performance. It says nothing about a buyer who, by his own admissions, knew the oral agreement was unenforceable (Nos. 21-23), repudiated it (Nos. 15, 19, 20), and fabricated the document supporting his claim (No. 26).

CONCLUSION

WHEREFORE, Defendant respectfully requests that the Court deny Plaintiff's Motion in its entirety; order that the August 18, 2026 judgment stands as entered and is final and enforceable; and grant such other relief as the Court deems just.

Dated: September 5, 2026

RESPECTFULLY SUBMITTED,

/s/ Brandon McGivern
Brandon McGivern, Defendant

Brandon McGivern, *Pro Se*
5701 N Sheridan Rd #23G
Chicago, IL 60660
[redacted]

CERTIFICATE OF SERVICE

The undersigned certifies under penalties as provided by law pursuant to 735 ILCS 5/1-109 that on September 5, 2026, he caused the foregoing Response to be filed electronically with the Clerk of the Circuit Court of Cook County and served by email on counsel for Plaintiff, Mason S. Cole, Cole Sadkin, LLC, mcole@colesadkin.com, and that a courtesy copy was emailed to Calendar 7 at ccc.chancerycalendar7@cookcountyil.gov.

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

EXHIBIT A

Defendant's Requests for Admission of Facts, served 6/24/25,

and the Court's Order of 9/29/25 deeming the requests admitted

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, 7

FILED
6/24/2025 8:05 AM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2025CH05527
Calendar, 7
33271548

FILED DATE: 6/24/2025 8:05 AM 2025CH05527

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
CHANCERY DIVISION

KYLE HADLEY,	)	
	)	
Plaintiff,	)	
	)	Case No. **2025CH05527**
v.	)	
BRANDON MCGIVERN,	)	
	)	
Defendant.	)	
	)	

WARNING: If you fail to serve the response required by Rule 216 within 28 days after you are served with this document, all the facts set forth in the requests will be deemed true and all the documents described in the requests will be deemed genuine.

DEFENDANT'S REQUESTS FOR ADMISSIONS

TO: Plaintiff Kyle Hadley, by and through his attorney, Mason Cole

Pursuant to Illinois Supreme Court Rule 216, Defendant Brandon McGivern requests that Plaintiff admit or deny the following matters of fact within twenty-eight (28) days of service of this request:

INSTRUCTIONS

1. Each matter must be admitted or denied. If you cannot truthfully admit or deny a matter, you must set forth in detail the reasons why.

2. An admission in response to a request is considered conclusively established unless the court permits withdrawal or amendment.

3. Failure to respond within 28 days results in deemed admissions of all requested facts.

REQUESTS FOR ADMISSIONS

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.

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.

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

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

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

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

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.

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

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.

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.

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.

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.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Requests for Admissions was served upon Plaintiff's counsel by email to mcole@colesadkin.com on June 24, 2025.

RESPECTFULLY SUBMITTED,

/s/ Brandon McGivern

Brandon McGivern, Defendant

Brandon McGivern, Pro Se
5701 N Sheridan Rd #23G
Chicago, IL 60660
[redacted]

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
CHANCERY DIVISION

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

Plaintiff's Complaint for Breach of Contract, Quantum Meruit, Constructive Trust, and Injunctive Relief, filed May 20, 2025

(exhibits to the Complaint omitted)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
CHANCERY DIVISION

KYLE HADLEY,	)	
Plaintiff,	)	
v.	)	Case No. 2025CH05527
BRANDON MCGIVERN,	)	
Defendant.	)	Hearing Date: 7/28/2025 9:45 AM Location: Court Room 2405 Judge: Reilly, Eve M

COMPLAINT FOR BREACH OF CONTRACT, QUANTUM MERUIT, CONSTRUCTIVE TRUST, AND INJUNCTIVE RELIEF

NOW COMES Plaintiff, **KYLE HADLEY** ("Plaintiff"), by and through his attorneys, COLE SADKIN, LLC, and for his Complaint against Defendant **BRANDON MCGIVERN** ("Defendant"), states as follows:

INTRODUCTION

1. This action arises out of Defendant's breach of a verbal agreement for the sale of residential real estate located at 6122 N. Winthrop Avenue, Unit C, Chicago, Illinois (the "Property") to Plaintiff.

2. Plaintiff made substantial monetary payments and property improvements in reasonable reliance on the agreed sale, including $30,000 in purchase-related payments and over $9,000 in capital improvements.

3. Defendant has now wrongfully repudiated the agreement and seeks to evict Plaintiff, re-characterize the payments as rent, and sell the Property to a third party for a substantially higher amount.

4. Plaintiff seeks monetary and equitable relief, including the imposition of a constructive trust and an injunction to prevent the unjust sale of the Property.

PARTIES AND VENUE

5. Plaintiff Kyle Hadley is an individual residing in Cook County, Illinois.

6. Defendant Brandon McGivern is an individual residing in Cook County, Illinois, and the record titleholder of the Property.

7. Venue is proper in this Court pursuant to 735 ILCS 5/2-101 and 5/2-103, as the Property is located in Cook County and the acts giving rise to this cause occurred therein.

FACTS COMMON TO ALL COUNTS

8. In or around 2022, Plaintiff and Defendant entered into a verbal agreement under which Plaintiff would purchase the Property for $320,000. *See* **Exhibit A**.

9. As part of the agreement, Plaintiff agreed to and did pay Defendant's monthly mortgage, maintain the Property, and improve the premises pending final transfer. *See* **Exhibit B**.

10. Between 2022 and 2024, Plaintiff made payments totaling $30,000 in reliance on the purchase agreement. *See* **Exhibit B**.

11. Plaintiff also paid for and installed improvements totaling approximately $9,217.28, including a new air conditioning system and washer/dryer unit. See Exhibit D.

12. In March 2025, Defendant issued Plaintiff a 60-day notice to vacate and claimed the purchase agreement was void, asserting the Property was now worth $440,000. *See* **Exhibit C**.

13. Defendant has taken steps toward listing or selling the Property to a third party.

14. Plaintiff has been in continuous possession of the Property and fulfilled his obligations under the agreement. Plaintiff has been in continuous possession of the Property and fulfilled his obligations under the agreement.

COUNT I – BREACH OF ORAL CONTRACT

15. Plaintiff realleges paragraphs 1 through 14 as if fully set forth herein.

16. Plaintiff and Defendant entered into a valid and enforceable oral agreement for the purchase of the Property.

17. Plaintiff substantially performed under the agreement by making payments and improvements.

18. Defendant materially breached the agreement by repudiating its terms and seeking to evict Plaintiff.

19. As a direct and proximate result, Plaintiff has suffered damages in excess of $39,000.

WHEREFORE, Plaintiff requests judgment in his favor, damages in an amount to be proven at trial, and such other relief as the Court deems just.

COUNT II – QUANTUM MERUIT

20. Plaintiff realleges paragraphs 1 through 14 as if fully set forth herein.

21. Plaintiff conferred measurable benefits on Defendant by paying for capital improvements and mortgage obligations.

22. Defendant accepted and retained the benefit of those contributions.

23. It would be unjust for Defendant to retain the benefits without compensating Plaintiff.

WHEREFORE, Plaintiff requests judgment in quantum meruit in an amount exceeding $39,000, plus costs and such other relief as the Court deems just.

COUNT III – CONSTRUCTIVE TRUST

24. Plaintiff realleges paragraphs 1 through 14 as if fully set forth herein.

25. Defendant has been unjustly enriched by retaining funds and improvements made by Plaintiff in reliance on a purchase agreement.

26. Plaintiff has an equitable interest in the Property.

27. A constructive trust should be imposed on the Property to prevent unjust enrichment and inequitable conduct.

WHEREFORE, Plaintiff requests that the Court impose a constructive trust on the Property, enjoin Defendant from transferring any interest therein, and grant such further equitable relief as may be just.

COUNT IV – INJUNCTIVE RELIEF

28. Plaintiff realleges paragraphs 1 through 14 as if fully set forth herein.

29. Plaintiff has no adequate remedy at law to prevent Defendant from selling or transferring the Property to a third party.

30. Plaintiff will suffer irreparable harm if the Property is transferred while litigation is pending.

31. Plaintiff is likely to succeed on the merits and has acted with clean hands.

32. The balance of equities favors injunctive relief to preserve the status quo.

WHEREFORE, Plaintiff respectfully requests that the Court issue a preliminary and permanent injunction barring Defendant from selling, transferring, or otherwise encumbering the Property during the pendency of this litigation, and grant such other relief as is equitable and appropriate.

Dated May 20, 2025

Respectfully submitted,

/s/ Mason Cole
Attorney for Plaintiff

MASON COLE
COLE SADKIN, LLC
1652 W. Belmont Ave., Suite 1
Chicago, IL 60657
(312) 548-8610
mcole@colesadkin.com
Attorney for Plaintiff