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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

**PLAINTIFF HADLEY’S REPLY IN SUPPORT OF HIS MOTION TO RECONSIDER
AND MODIFY
AUGUST 18, 2026 FINAL JUDGMENT**

NOW COMES Plaintiff, KYLE HADLEY (“Hadley”), by and through his attorneys, COLE SADKIN, LLC, and submits this Reply in support of his Motion to Reconsider and Modify the August 18, 2026 Final Judgment, and states as follows:

1. McGivern’s Response incorrectly portrays the requested \$30,000 credit as an effort to relitigate the Court’s ownership and rent-related determinations. Hadley does not ask the Court to declare him the owner of the Property or, as alternative relief, disturb the Court’s awards of \$17,450 in third-party occupancy payments and \$23,580 for alleged rental underpayment. He instead requests clarification and modification concerning a separate, undisputed \$30,000 capital contribution made toward the contemplated purchase.
2. The deemed Requests to Admit do not determine how that contribution must be treated. Although the admissions may support findings that Hadley acquired no ownership interest, repudiated the contemplated purchase, received payments from occupants, or paid below-market rent, none states that the \$30,000 was rent, that Hadley forfeited it, or that

McGivern became entitled to retain it. McGivern's reliance upon the admissions therefore does not answer the limited accounting issue presented by Hadley's Motion.

3. The defaulted Counterclaim is similarly silent concerning the \$30,000 contribution. McGivern sought damages for alleged rental underpayment, third-party occupancy payments, property damage, and other conduct, but did not plead that the \$30,000 constituted rent or request a declaration that he was entitled to retain it. Even if the Court declines to vacate the default, the allegations deemed admitted by default do not adjudicate ownership or forfeiture of the separate contribution.

4. McGivern acknowledges that Hadley paid the \$30,000 but contends that the Court's rejection of Count II necessarily authorized him to retain it under the doctrine of unclean hands. The August 18 Order, however, does not expressly determine the character or disposition of that contribution after the contemplated purchase failed. Unclean hands may explain why Hadley cannot enforce the anticipated purchase or obtain further equitable relief, but it does not automatically transform his capital contribution into rent or McGivern's property.

5. The conduct underlying the unclean-hands finding was also separately quantified and compensated through the judgment. The Court awarded McGivern \$17,450 in third-party occupancy payments and \$23,580 for alleged rental underpayment, thereby granting him \$41,030 for the same rent-related conduct cited in opposition to the requested credit. Allowing McGivern additionally to retain the \$30,000 without an independent pleaded or adjudicated entitlement to those funds would impose an unaddressed forfeiture and provide a recovery beyond the damages determined by the Court.

6. Hadley's supporting affidavit does not introduce a new claim or newly discovered payment. The original Complaint expressly pleaded the \$30,000 contribution, and McGivern's February 15, 2025 correspondence—already contained in the record—distinguished the "\$30,000 investment" from Hadley's recurring use-and-occupancy payments. The affidavit merely explains the dates and composition of the previously pleaded and acknowledged contribution; even without it, the existing record establishes that the payment occurred and was treated separately from rent.

7. Hadley therefore requests that the Court reconsider the deemed admissions and default for the reasons stated in his Motion or, alternatively, leave those rulings and the corresponding rent-related awards intact while crediting the separate \$30,000 contribution against McGivern's \$43,525 judgment, resulting in a net judgment of \$13,525. Hadley further requests clarification that the \$17,450 and \$23,580 awards fully adjudicate the identified categories and periods of rent-related damages and may not be recovered again in the related eviction proceeding. This limited modification respects the Court's determination that Hadley obtained no ownership interest while providing a complete accounting of the parties' respective monetary claims.

Dated: September 8, 2026

Respectfully Submitted,

By: /s/Mason Cole
Attorney for Plaintiff

COLE SADKIN LLC
1652 West Belmont Avenue, Suite 1
Chicago, Illinois 60657

(312) 548-8610
Firm ID: 49001
mcole@colesadkin.com
Counsel for Plaintiff