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

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COOK COUNTY, IL
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

KENNETH MAYLE, an individual,

Plaintiff,

v.

GP OPPORTUNITY FUND, LLC (managed by BRYON FINKE), an Illinois Limited Liability Company,
CHICAGO TITLE LAND TRUST COMPANY, as Trustee under Trust No. 8002378806 (PIN 16-10-301-011),
G.P. OPPORTUNITY CORP., an Illinois corporation,
BRYON FINKE, an individual,
MGPGA LLC, an Illinois Limited Liability Company,
TFWA CORPORATION, an Illinois corporation,
LUCID ENGINEERING SERVICES GROUP, LLC, an Illinois Limited Liability Company,
GHULAM M. KAMAL, an individual,
MATT TAGLIA, an individual,

Defendants.

Case No. 2022L010246
Calendar Y, Court Room 2004

FOURTH AMENDED COMPLAINT

NOW COMES Plaintiff, KENNETH MAYLE, pro se, and for his Fourth Amended Complaint against Defendants GP OPPORTUNITY FUND, LLC, CHICAGO TITLE LAND TRUST COMPANY, G.P. OPPORTUNITY CORP., BRYON FINKE, MGPGA LLC, TFWA CORPORATION, LUCID ENGINEERING SERVICES GROUP, LLC, GHULAM M. KAMAL, and MATT TAGLIA, states as follows:

JURISDICTION AND VENUE

This Court has jurisdiction under 735 ILCS 5/2-209 and venue under 735 ILCS 5/2-101 as the transactions and occurrences giving rise to this action took place in Cook County,

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Illinois.

PARTIES

1. Plaintiff KENNETH MAYLE ("Mayle") is an individual residing in Chicago, Cook County, Illinois.

2. Former plaintiff 30 DEGREE DESIGN LLC ("3DD LLC") is an Illinois Limited Liability Company with an address in Wheaton, DuPage County, Illinois. 3DD LLC is no longer an active plaintiff in this action but is referenced herein because certain transactions and documents were styled in its name.

3. Former plaintiff BRAD BEHMER ("Behmer") is an individual who previously appeared as a named plaintiff in earlier versions of this case. Behmer is no longer an active plaintiff in this action but is referenced herein because he signed the lease and participated in the transactions and events described in this Complaint.

4. Defendant GP OPPORTUNITY FUND, LLC ("GP LLC") is an Illinois Limited Liability Company with an address in Chicago, Cook County, Illinois. Bryon Finke is Manager of GP LLC.

5. Defendant CHICAGO TITLE LAND TRUST COMPANY, as Trustee under Trust No. 8002378806 ("TRUSTEE"), is an Illinois corporation holding title to the real property at 4714A W. Lake Street, Chicago (PIN 16-10-301-011).

6. Defendant G.P. OPPORTUNITY CORP. ("GP CORP") is an Illinois corporation with an address in Chicago, Cook County, Illinois. Bryon Finke is President and Director of GP CORP.

7. Defendant BRYON FINKE is an individual residing in Cook County, Illinois, and is, upon information and belief, the manager of GP OPPORTUNITY FUND, LLC and President and Director of G.P. OPPORTUNITY CORP.

8. Defendant LUCID ENGINEERING SERVICES GROUP, LLC ("LUCID") is an Illinois Limited Liability Company with an address in Bloomingdale, DuPage County, Illinois. Upon information and belief, LUCID's role at 4700–4714 W. Lake Street was limited to providing structural engineering services, through its principal GHULAM M. KAMAL (SE License No. 081-006522), including preparation and sealing of engineering documents and the design-professional certification submitted with Building Permit Application No. 101032831.

9. Defendant GHULAM M. KAMAL is an individual residing in Illinois and a licensed structural engineer (SE License No. 081-006522) who served as Design Professional of Record on Building Permit Application No. 101032831 for 4700–4714 W. Lake Street, Chicago, Illinois.

10. Defendant MGPGA LLC ("MGPGA") is an Illinois limited liability company with a

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principal business address in Illinois and is, upon information and belief, a City of Chicago-licensed general contractor (License No. TGC114939) that acted as general contractor for the work at 4700–4714 W. Lake Street under Building Permit Application No. 101032831, with BRYON FINKE signing the general-contractor certification on its behalf.

11. Defendant TFWA CORPORATION ("TFWA") is an Illinois corporation with a principal business address in Illinois and is, upon information and belief, a City of Chicago-licensed general contractor (License No. TGC103505) that acted as general contractor for roof and steel work at 4700–4714 W. Lake Street under Building Permit Application No. 101032831, with "AJ" signing the general-contractor certification on its behalf.

12. Defendant MATT TAGLIA ("Taglia") is an individual and, upon information and belief, a certified public accountant who provided accounting and/or financial services to GP OPPORTUNITY FUND, LLC and/or G.P. OPPORTUNITY CORP. in connection with transactions, escrow handling, and financial reporting related to the matters alleged in this Complaint.

FACTS COMMON TO ALL COUNTS

1. On October 1, 2021, Bryon Finke, in his individual capacity ("FINKE IND") and purportedly as Owner of GP OPPORTUNITY FUND, LLC ("GP LLC"), claimed to have signed a commercial lease for premises at 4714A W. Lake Street, Chicago, Illinois.

2. That same day, Plaintiff Mayle executed the lease as guarantor.

3. On October 2, 2021, Brad Behmer (no longer a party) signed the lease as Tenant and guarantor.

4. The lease's opening recital identifies Tenant as "Brad Behmer ("Tenant")," despite Behmer's signature also referencing "30 Degree Design LLC (3DD LLC)."

5. Section 2 of the lease refers to "30 Degrees Design, LLC," pluralizing "Degrees."

6. Behmer's signature block reads "President, 30 Degree Design LLC," though 3DD LLC did not exist until January 26, 2022 and Behmer held no formal corporate office beyond sole membership.

7. The lease lists a Chicago mailing address for Tenant that Plaintiffs neither requested nor provided; the registered-agent address in Wheaton, Illinois was never used for rent or notices.

8. The articles of organization for GP LLC have not been produced, preventing verification of whether GP LLC is manager-managed or member-managed. Finke has not produced any written authority to bind GP LLC. Finke claimed to be the owner of 4714A W. Lake Street but did not disclose that title was held by TRUSTEE under Trust No. 8002378806.

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9. On January 26, 2022, 3DD LLC was formed—117 days after the lease signing—rendering any pre-formation contract void except upon ratification.

10. 3DD LLC never ratified the lease by resolution or written assent.

11. On January 6, 2023, Finke demanded Mayle's photo ID but made no inquiry regarding 3DD LLC's non-existence at the time of execution, implying awareness of the tenancy defect. Given Finke's experience as manager, member, and officer of multiple entities, his failure to investigate further suggests deliberate disregard of formation and ratification requirements.

12. The lease bears conflicting dates: a typed date of September 17, 2021, signature dates of October 1–2, 2021, and an October 2, 2021 email from Finke stating "we all signed the lease today."

13. Plaintiffs never received the actually signed lease on signing day, only the October 2 email, precluding contemporaneous verification that the produced copy matches the original.

14. On July 1, 2021, Mayle began approved psychiatric leave under FMLA/STD, as reflected in his affidavit and medical records.

15. Months before the lease, Behmer supplied nitrous oxide to Mayle in a manner that exploited Mayle's bipolar condition and FMLA status, contributing to impaired judgment regarding the lease transaction and guaranty.

16. From October 2021 through February 2023, Plaintiffs corresponded with Finke regarding property readiness, permits, and compliance, correspondence later shown to contain materially false assurances.

17. Plaintiffs prepaid approximately 3.5 BTC (about $172,000 at the time) into escrow for security and initial consideration; Defendants retained these funds despite the lease's defects and absence of a valid tenancy.

18. Prior to leasing, Plaintiffs inspected the premises; Finke showed an inoperative fire pump and claimed the sprinklers worked. Plaintiffs relied on those statements, though the systems were non-compliant.

19. Defendants concealed the property's Chicago historic-district designation and associated permitting restrictions on remodeling and safety improvements. After the City initially denied plans under subpoena, Mayle noticed the roof had been changed from bow truss to flat and asked the Department of Buildings how work proceeded without plans/permits. The Department produced Building Permit Application No. 101032831, which omitted historic status, fire protection details (NFPA 13, fire pump, standpipe, underground tanks), and elevations showing the roof change. The permit, coded as an "alteration" with scope "replace roof, repair masonry/concrete, repair/replace steel stairs/platform" at 4700–4714 W. Lake Street, indicated "Repairs for Fire Damage: No," suggesting elective upgrades rather than fire-loss remediation, contrary to GP LLC's later counter-complaint alleging $564,446 in fire damages.

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20. The equipment room with the fire pump was already noted in open violations since 2016, yet the permit's narrative did not address it, despite claiming to address violations.

21. The permit's structural question regarding construction/alteration of structural elements or means of egress was left unanswered, despite a modified exterior door at the southwest corner of unit A and structural calculations prepared by LUCID and others.

22. The permit documents, including OCR outputs and copies, reflect apparent misreads or manipulations of contractor and license numbers, including those for MGPGA LLC (TGC114939), TFWA CORPORATION (TGC103505), and Kamal's SE license, suggesting obfuscation.

23. Defendants represented that adequate fire insurance coverage was in place but allowed the policy to lapse without notice before the February 2023 fire, leaving the premises effectively uninsured.

24. On February 6, 2023, a fire occurred at 4714A W. Lake Street, destroying tenant improvements and personal property.

25. GP LLC's failure to maintain functional fire suppression and to correct code violations constituted breaches of the implied covenant of quiet enjoyment and negligence.

26. Following the fire, Defendants withheld or obstructed access to insurance, code, and ownership records, impeding Plaintiffs' ability to pursue claims and mitigation.

27. The Trust-to-Corp arrangement between TRUSTEE and GP CORP concealed Finke's beneficial interest in the land trust, depriving Plaintiffs of knowledge of the true party in interest.

28. Defendants induced Plaintiffs into the lease and escrow funding through false statements and concealment of authority, property condition, insurance, and regulatory status.

29. In reliance on Defendants' misrepresentations and omissions, Plaintiffs refrained from independently verifying property condition, code status, and ownership before executing the lease and guaranty.

30. GP CORP, as registered agent for GP LLC, likewise concealed GP LLC's managerial structure and Finke's actual authority, further obscuring who could legally bind GP LLC.

31. Defendants have refused to return escrow funds or provide a full accounting, resulting in unjust enrichment for GP LLC, GP CORP, Finke, and TRUSTEE.

32. Plaintiffs, upon information and belief, conferred unremunerated benefits through improvements and preparations performed by third-party contractors in reliance on Defendants' representations.

33. Defendants failed to disclose known City inspection violations and hazards, including the inoperative fire pump and code violations at 4700–4714 W. Lake Street.

34. Defendants' concealment of material facts regarding insurability, code compliance, and historic constraints directly induced Plaintiffs' participation and payments.

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35. The cumulative effect of these wrongs foreseeably caused Plaintiffs' damages exceeding $100,000, including lost business income, storage losses, out-of-pocket expenditures, and litigation costs.

36. Under Illinois equity and restitution principles, Plaintiffs seek disgorgement of all benefits improperly retained by Defendants through their fraud and breaches.

37. Defendants knowingly misrepresented Finke's authority to bind GP LLC and GP CORP, causing Plaintiffs to guaranty the lease under false pretenses.

38. Defendants falsely assured continuous fire insurance coverage yet allowed the policy to lapse without notice prior to the February 2023 fire, leaving Plaintiffs uncompensated for losses.

39. Plaintiffs, upon information and belief, undertook necessary post-fire remediation planning and interim safety steps at Defendants' request or with their knowledge, incurring additional costs that Defendants have refused to reimburse.

40. Defendants failed to disclose known structural defects and outstanding building violations recorded in City files, which would have deterred a reasonable tenant and required expensive remedial work.

41. Plaintiffs served a subpoena on TRUSTEE seeking Schedule A to identify the trust's beneficiaries and authority. Defendants' discovery responses have been boilerplate and evasive, failing to produce evidence of Finke's authority or the trust's structure. A motion to compel led to a verbal promise in September 2025 to supplement within two weeks, which has not been honored; a professional-standards complaint regarding these evasive tactics remains pending.

42. On or about October 25, 2022, the City filed Case No. 22 M1 401400 (City of Chicago v. Chicago Title Land Trust Co. et al.) in the Municipal Department–First District, Cook County Circuit Court, Courtroom 1105, Richard J. Daley Center, concerning 4700–4744 W. Lake Street. *(Exhibit H.)* The complaint identified defendants as CHICAGO TITLE LAND TRUST CO. A/T/U/T# 8002378806 DTD 8/14/2018 (Owner), GP OPPORTUNITY CORP. (Trust Beneficiary), BRYON FINKE (Last Taxpayer of Record), and "Unknown owners and non-record claimants." Mayle, 3DD LLC, and Behmer—as tenants in possession who had paid approximately 3.5 BTC in escrow—were never named, never served, never notified, and were given no opportunity to be heard, despite being materially affected parties with a direct financial and possessory interest in the property.

43. The complaint's verification block in Case No. 22 M1 401400 was entirely blank—no sworn agent signature, no notary signature, no date—rendering the complaint unverified and of questionable validity under Illinois Municipal Code enforcement practice. *(Exhibit H.)* Summons on GP Opportunity Corp. was directed care of MATTHEW TAGLIA, 7355 Garden Street, River Forest, Illinois 60305, confirming Taglia's role as a known contact and quasi-

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registered agent for GP Corp. *(Exhibit H.)* The process server affidavit for BRYON FINKE contains an illegible description of the person served and an incomplete notation of service, raising substantial questions as to whether valid personal service was ever accomplished on Finke. *(Exhibit H.)*

44. The nine violations enumerated in Case No. 22 M1 401400 (roof truss work without permit, no structural engineer report, makeshift partition walls in imminent collapse, single blocked exit door, no exit illumination, exposed wiring, rat-infested debris) contained no reference whatsoever to fire protection systems—no fire pump, no sprinklers, no standpipe, no NFPA 13 compliance—despite the fact that open fire-protection violations had been documented at the property since at least 2016. *(Exhibit H; Exhibit L.)* The property was ordered "vacant and secure" through multiple continuances in 2023 and 2024 without ever requiring inspection or certification of fire suppression systems. *(Exhibit H.)*

45. The case was ultimately disposed of on or about June 28, 2024 by a "Substantial Compliance" dismissal without prejudice, no fines, no costs. *(Exhibit H.)* The compliance dismissal order bears no legible judge's signature and was signed only by the City's attorney. No substantive finding was made that fire protection systems were inspected, repaired, or brought into compliance. This dismissal was obtained without notice to Mayle, without service on Mayle, and without any participation by Mayle or his co-lessees, notwithstanding their status as tenants in possession and escrow contributors whose rights and interests were directly implicated by the violations and their purported "resolution."

COUNT I – BREACH OF CONTRACT (Against GP OPPORTUNITY FUND, LLC)

Plaintiffs reallege and incorporate by reference the Facts Common to All Counts as though fully set forth herein.

The purported lease required GP LLC to deliver a safe and habitable premises. GP LLC breached this obligation by delivering and maintaining premises with known hazards, including an inoperative fire pump, non-compliant sprinkler system, undisclosed structural changes, and undisclosed historic-district and permit constraints. The lease is further invalid because 3DD LLC did not exist at execution and never ratified the contract, undermining any enforceable obligations against Plaintiffs while GP LLC retained escrow funds and purported rent. As a direct and proximate result, Plaintiffs have sustained damages exceeding $100,000, including loss of improvements, business opportunities, and expenses arising from the February 6, 2023 fire.

WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor

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and against Defendant GP OPPORTUNITY FUND, LLC for compensatory damages in an amount to be proven at trial in excess of $100,000, costs of suit, and such other and further relief as this Court deems just and proper.

COUNT II – BREACH OF IMPLIED COVENANT OF QUIET ENJOYMENT (Against GP OPPORTUNITY FUND, LLC)

Plaintiffs reallege and incorporate by reference the Facts Common to All Counts as though fully set forth herein.

The lease and tenancy carried an implied covenant of quiet enjoyment. GP LLC breached that covenant by allowing pervasive safety hazards, including an inoperative fire pump, non-compliant alarm and sprinkler systems, unresolved City violations, and lapses in fire insurance, which interfered with Plaintiffs' use and enjoyment and culminated in the destructive fire on February 6, 2023. As a direct and proximate result, Plaintiffs have suffered damages exceeding $100,000.

WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor and against Defendant GP OPPORTUNITY FUND, LLC for compensatory damages in an amount to be proven at trial in excess of $100,000, costs of suit, and such other and further relief as this Court deems just and proper.

COUNT III – UNJUST ENRICHMENT (Against GP OPPORTUNITY FUND, LLC)

Plaintiffs reallege and incorporate by reference the Facts Common to All Counts as though fully set forth herein.

Plaintiffs conferred substantial benefits on GP LLC, including approximately 3.5 BTC in escrow and unremunerated improvements and planning, with the expectation that a lawful, code-compliant tenancy would result. GP LLC retained these benefits while failing to provide a valid lease, safe premises, or restitution. Under principles of unjust enrichment, it would be inequitable for GP LLC to retain these benefits.

WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor and against Defendant GP OPPORTUNITY FUND, LLC for restitution of approximately 3.5 BTC or its highest U.S. dollar value since October 1, 2021, plus consequential damages, costs of suit, and such other and further relief as this Court deems just and proper.

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COUNT IV – CONSTRUCTIVE EVICTION (Against GP OPPORTUNITY FUND, LLC)

Plaintiffs reallege and incorporate by reference the Facts Common to All Counts as though fully set forth herein.

By failing to maintain basic fire protection, refusing to correct known code violations, misrepresenting insurance, and allowing conditions culminating in the February 6, 2023 fire, GP LLC rendered the premises unfit for their intended use and effectively forced Plaintiffs to abandon the tenancy. These acts and omissions constitute constructive eviction.

WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor and against Defendant GP OPPORTUNITY FUND, LLC for compensatory damages in an amount to be proven at trial in excess of $100,000, costs of suit, and such other and further relief as this Court deems just and proper.

COUNT V – NEGLIGENCE (Against THE CITY OF CHICAGO)

[Dismissed on February 13, 2025 against the City of Chicago; retained as historical placeholder consistent with the Third Amended Complaint, incorporating by reference paragraphs from the Facts section.]

COUNT VI – NEGLIGENCE (Against GP OPPORTUNITY FUND, LLC)

Plaintiffs reallege and incorporate by reference the Facts Common to All Counts as though fully set forth herein.

GP LLC owed Plaintiffs a duty to exercise reasonable care in maintaining the property in a safe, code-compliant condition, including maintaining fire suppression and adequate insurance. GP LLC breached that duty by, among other things, allowing the fire pump and sprinklers to remain inoperative, failing to correct known violations, mischaracterizing structural work under Permit 101032831, and allowing fire insurance to lapse. These breaches were the direct and proximate cause of the February 6, 2023 fire-related losses and Plaintiffs' injuries, exceeding $100,000.

WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor and against Defendant GP OPPORTUNITY FUND, LLC for compensatory damages in an

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amount to be proven at trial in excess of $100,000, costs of suit, and such other and further relief as this Court deems just and proper.

COUNT VII – QUANTUM MERUIT / RESTITUTION (Against GP LLC, GP CORP, BRYON FINKE, CHICAGO TITLE LAND TRUST COMPANY, and MATT TAGLIA)

Plaintiffs reallege and incorporate by reference the Facts Common to All Counts as though fully set forth herein.

Plaintiffs conferred benefits on Defendants through prepayments of approximately 3.5 BTC, unremunerated improvements, and post-fire remediation planning and efforts, which increased the value or marketability of the property held by TRUSTEE and beneficially enjoyed by GP LLC, GP CORP, and Finke. Taglia, by providing accounting or financial services and assisting with the handling or characterization of escrowed funds and related financial records for GP LLC and/or GP CORP, knowingly benefitted from Plaintiffs' transfers and contributed to the unjust retention and concealment of those funds. Defendants knowingly accepted and retained these benefits despite the lease's defects and their fraud and concealment.

WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor and against Defendants GP OPPORTUNITY FUND, LLC, G.P. OPPORTUNITY CORP., BRYON FINKE, CHICAGO TITLE LAND TRUST COMPANY, and MATT TAGLIA, jointly and severally, for restitution and disgorgement including 3.5 BTC or its highest U.S. dollar value since October 1, 2021, plus consequential damages, costs of suit, and such other and further relief as this Court deems just and proper.

COUNT VIII – FRAUDULENT MISREPRESENTATION (Against GP LLC, GP CORP, and BRYON FINKE)

Plaintiffs reallege and incorporate by reference the Facts Common to All Counts as though fully set forth herein.

Defendants, through Finke and GP CORP, knowingly made false statements concerning (a) authority to lease 4714A W. Lake Street, (b) the property's code compliance and fire protection status, (c) continuous fire insurance coverage, and (d) the legitimacy and enforceability of the lease. Plaintiffs reasonably relied on these misrepresentations in entering the

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lease, guaranty, and escrow arrangements, and suffered damages exceeding $100,000.

WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor and against Defendants GP OPPORTUNITY FUND, LLC, G.P. OPPORTUNITY CORP., and BRYON FINKE, jointly and severally, for compensatory damages in an amount to be proven at trial in excess of $100,000, punitive damages, costs of suit, and such other and further relief as this Court deems just and proper.

COUNT IX – FRAUDULENT CONCEALMENT / OMISSION
(Against GP LLC, GP CORP, BRYON FINKE, and CHICAGO TITLE LAND TRUST COMPANY)

Plaintiffs reallege and incorporate by reference the Facts Common to All Counts as though fully set forth herein.

Defendants had a duty to disclose material facts regarding title, trust structure, authority, code violations, historic-district limitations, and lapses in fire insurance. Instead, they concealed these facts while inducing Plaintiffs to lease, guaranty, and fund escrow. Such concealment constitutes fraudulent omission and supports rescission and damages.

WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor and against Defendants GP OPPORTUNITY FUND, LLC, G.P. OPPORTUNITY CORP., BRYON FINKE, and CHICAGO TITLE LAND TRUST COMPANY, jointly and severally, for rescission of the lease and guaranty, compensatory and punitive damages in an amount to be proven at trial in excess of $100,000, costs of suit, and such other and further relief as this Court deems just and proper.

COUNT X – FRAUDULENT INDUCEMENT
(Against GP LLC, GP CORP, and BRYON FINKE)

Plaintiffs reallege and incorporate by reference the Facts Common to All Counts as though fully set forth herein.

Defendants intentionally misrepresented and omitted material facts about authority, property condition, code status, historic restrictions, and insurance for the purpose of inducing Plaintiffs to execute the lease and guaranty and to transfer 3.5 BTC. Plaintiffs justifiably relied on these inducements. The lease and guaranty are therefore voidable due to fraudulent inducement.

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WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor and against Defendants GP OPPORTUNITY FUND, LLC, G.P. OPPORTUNITY CORP., and BRYON FINKE, jointly and severally, for rescission of the lease and guaranty, restitution of 3.5 BTC or its highest U.S. dollar value since October 1, 2021, compensatory and punitive damages in an amount to be proven at trial in excess of $100,000, costs of suit, and such other and further relief as this Court deems just and proper.

COUNT XI – CONSTRUCTIVE FRAUD / UNJUST ENRICHMENT
(Against GP LLC, GP CORP, BRYON FINKE, CHICAGO TITLE LAND TRUST COMPANY, and MATT TAGLIA)

Plaintiffs reallege and incorporate by reference the Facts Common To All Counts as though fully set forth herein.

By virtue of Defendants' control over title, trust, and entity structures, and their superior knowledge of code and insurance status, Defendants owed Plaintiffs duties of candor and fair dealing. Defendants' exploitation of these positions, and retention of Plaintiffs' escrow, improvements, and post-fire efforts, constitutes constructive fraud and unjust enrichment. Taglia, as accountant for GP LLC and/or GP CORP, facilitated or failed to correct the wrongful characterization and retention of Plaintiffs' funds in financial records, aiding Defendants' continued enrichment at Plaintiffs' expense.

WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor and against Defendants GP OPPORTUNITY FUND, LLC, G.P. OPPORTUNITY CORP., BRYON FINKE, CHICAGO TITLE LAND TRUST COMPANY, and MATT TAGLIA, jointly and severally, for restitution and disgorgement, including 3.5 BTC or its highest U.S. dollar value since October 1, 2021, compensatory and punitive damages in excess of $100,000, costs of suit, and such other and further relief as this Court deems just and proper.

COUNT XII – DECLARATORY JUDGMENT (735 ILCS 5/2-701)
(Against Remaining Defendants)

Plaintiffs reallege and incorporate by reference the Facts Common to All Counts as though fully set forth herein.

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An actual controversy exists concerning the validity of the lease and guaranty, the parties' rights and obligations, and the effect of Defendants' fraud, concealment, lack of authority, and public policy violations. Plaintiffs seek a declaration that the lease and guaranty are void ab initio or voidable at Plaintiffs' election, that Plaintiffs have no liability for rent or damages under the purported lease, and that Defendants must restore all escrowed funds and benefits obtained by reason of the void or voidable instruments.

WHEREFORE, Plaintiffs respectfully request that this Court enter a declaratory judgment that: (a) the lease and guaranty are void ab initio or voidable and unenforceable against Plaintiffs; (b) Plaintiffs have no liability for rent, damages, or other obligations under the purported lease; (c) Defendants must restore all escrowed funds and other benefits obtained from Plaintiffs; and (d) such other and further relief as this Court deems just and proper.

COUNT XIII – FALSE CERTIFICATION ON PERMIT

(Against GP LLC, GP CORP, BRYON FINKE, MGPGA LLC, TFWA CORPORATION, LUCID ENGINEERING SERVICES GROUP, LLC, and GHULAM M. KAMAL)

Plaintiffs reallege and incorporate by reference the Facts Common to All Counts as though fully set forth herein.

Defendants knowingly provided false or materially incomplete certifications on Building Permit Application No. 101032831 for 4700–4714 W. Lake Street, Chicago, Illinois, by omitting the property's Chicago landmark/historic status, fire protection systems (including fire pump, sprinklers, and standpipe), and structural changes (including the roof design change), while representing that the application and plans fully and accurately described existing conditions and the scope of work, in violation of §13-32-033 of the Chicago Municipal Code and 225 ILCS 325/17.

Defendant MGPGA LLC, by its authorized representative BRYON FINKE (City of Chicago General Contractor License No. TGC114939), executed a general-contractor certification on the permit application acknowledging responsibility to perform work in accordance with the Chicago Construction Codes and Zoning Ordinance and to remove work that exceeds the scope of the permit or is contrary to those codes, yet participated in submitting or maintaining an application that mischaracterized the work as "repairs" with "No" fire

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damage and failed to disclose material life-safety and historic-review issues.

Defendant TFWA CORPORATION, by its authorized representative "AJ" (City of Chicago General Contractor License No. TGC103505), likewise executed a general-contractor certification on the permit application accepting responsibility for compliance with the Chicago Construction Codes and Zoning Ordinance, while allowing or directing work and permit submissions that concealed the same material fire protection and historic-status information.

Defendant LUCID ENGINEERING SERVICES GROUP, LLC, through Defendant GHULAM M. KAMAL (licensed structural engineer, SE License No. 081-006522), acted as Design Professional of Record and signed and sealed the design-professional certification on the permit application, expressly attesting that the application and materials "fully and accurately describe the existing condition of the property and the work to be performed," despite the omissions of historic status, fire protection systems, and structural scope.

These coordinated false certifications and omissions allowed Permit No. 101032831 to be issued and enforced as if the work were non-fire-related, non-structural, and non-historic, while Defendants GP OPPORTUNITY FUND, LLC and G.P. OPPORTUNITY CORP. simultaneously claimed over $564,446 in "fire damages" in their counter-complaint. The resulting mismatch between permit coding ("Repairs for Fire Damage: No") and litigation claims delayed resolution of Plaintiffs' claims, concealed life-safety defects, and deprived Plaintiffs of accurate information needed to protect their interests.

As a direct and proximate result of these false certifications, Plaintiffs have suffered damages exceeding $50,000, including delay-related losses, litigation costs, lost business opportunities, and expenses associated with investigating and reporting the permit irregularities.

WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor and against Defendants GP OPPORTUNITY FUND, LLC, G.P. OPPORTUNITY CORP., BRYON FINKE, MGPGA LLC, TFWA CORPORATION, LUCID ENGINEERING SERVICES GROUP, LLC, and GHULAM M. KAMAL, jointly and severally, for compensatory damages in an amount to be proven at trial in excess of $50,000, punitive damages, costs of suit, and such other and further relief as this Court deems just and proper.

COUNT XIV – FRAUD ON THE COURT (Against GP LLC, GP CORP, and BRYON FINKE)

Plaintiffs reallege and incorporate by reference the Facts Common to All Counts as though fully set forth herein.

Defendants GP OPPORTUNITY FUND, LLC, G.P. OPPORTUNITY CORP., and BRYON

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FINKE knowingly perpetrated a fraud on this Court by filing and maintaining a counter-complaint that claimed approximately $564,446 in alleged "fire damages" to the property, while concealing that Building Permit Application No. 101032831 for the same property was coded and certified as "Repairs for Fire Damage: No" and described non-fire-related rehabilitation work (roof replacement, masonry and concrete repair, steel stair/platform work, and "address open violations") without disclosure of any fire-loss scope.

Defendants knew or should have known, based on their roles as owner/manager of GP LLC and GP CORP and as permit applicant and general contractor on Permit No. 101032831, that the permit documents directly contradicted their sworn litigation position that the work represented fire-loss remediation, yet they nonetheless advanced and maintained the $564,446 "fire damage" figure to inflate their counter-claims and mislead the Court.

This misconduct constitutes an intentional scheme to deceive the Court about the nature and cause of the claimed damages, in violation of Illinois Supreme Court Rule 137 and 735 ILCS 5/2-1003, because the counter-complaint's damage narrative cannot be reconciled with the permit's "No" response to fire damage and its description of elective upgrades and code-violation repairs.

Defendants further relied on the perfunctory closure of City of Chicago v. GP Opportunity Fund, LLC, Case No. 2022 M1 401400—where building code violations were nominally "resolved" without any meaningful review of fire protection systems—to bolster their false narrative, when in fact fire protection was never substantively considered.

Defendants' fraud on the Court has corrupted the judicial process in this case by forcing Plaintiffs to litigate against fabricated "fire-loss" numbers, increasing litigation expense, delaying adjudication of Plaintiffs' claims, and consuming judicial resources on a counter-claim grounded in misrepresentation rather than fact.

The fraud is further evidenced by the fact that Case No. 22 M1 401400 itself was prosecuted on an unverified complaint (the verification block was left entirely blank), served on GP Opportunity Corp. care of MATTHEW TAGLIA, 7355 Garden Street, River Forest, Illinois, with facially deficient service on BRYON FINKE (the process server's affidavit contains an illegible description of the person served), and was closed by a "Substantial Compliance" dismissal that bears no legible judge's signature and imposed no fines and no costs. *(Exhibit H.)* Defendants have since attempted to use the mere existence of that proceeding and its nominal closure as evidence that all violations were lawfully resolved—a position that is contradicted by the record, which shows that fire protection systems were never addressed in that case, and that Mayle was never made a party, never served, and never given any opportunity to be heard.

WHEREFORE, Plaintiffs respectfully request that this Court (a) find that Defendants

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GP OPPORTUNITY FUND, LLC, G.P. OPPORTUNITY CORP., and BRYON FINKE have committed fraud on the Court; (b) dismiss Defendants' counter-claims with prejudice; (c) impose appropriate sanctions under Illinois Supreme Court Rule 137 and 735 ILCS 5/2-1003, including monetary sanctions sufficient to compensate Plaintiffs for fees and costs incurred in responding to the fraudulent filings; and (d) grant such other and further relief as this Court deems just and proper.

EXHIBIT INDEX

The following exhibits are incorporated by reference and attached as a separate compiled exhibit packet:

1. Exhibit A – Commercial Lease Agreement, 4714A W. Lake Street, executed October 1–2, 2021.
2. Exhibit AA – Gmail transmission of executed lease, October 2, 2021; reflects inconsistent execution dates (Landlord signed October 1; Tenant/Guarantor signed October 2).
3. Exhibit AC – FMLA Leave Documentation (Affidavit of FMLA Leave; Affidavit of FMLA July–November 2021; FMLA Paperwork; Pay Stubs).
4. Exhibit B – Gmail correspondence, Bryon Finke to Kenneth Mayle, January 6, 2023 (photo ID request).
5. Exhibit C – Illinois Secretary of State, 30 Degree Design LLC Articles of Organization (filed January 26, 2022).
6. Exhibit E-1 – Illinois Secretary of State, Registered Agent Search: Matt Taglia.
7. Exhibit E-2 – Illinois Secretary of State, GP Opportunity Fund, LLC Entity Detail.
8. Exhibit F – GP Opportunity Fund, LLC Counter-Complaint (alleging $564,446 in fire damages).
9. Exhibit G – Chicago Fire Department FOIA Response re: Incident at 4714A W. Lake Street, February 6, 2023; full incident report subpoenaed and production pending.
10. Exhibit G-2 – Arson Investigation Subpoena, 4714A W. Lake Street.
11. Exhibit H – Full case record, City of Chicago v. GP Opportunity Fund, LLC, Case No. 2022 M1 401400.

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12. Exhibit I – Underwriter Cancellation Correspondence, Dimond Bros. Insurance / Hannah Favret (November 8, 2021).
13. Exhibit J – Insurance Documentation, 4714A W. Lake Street.
14. Exhibit J-2 – Lease Violation Notice, Bryon Finke to Brad Behmer, January 6, 2023.
15. Exhibit K – Photographs, West Wall Doors and Fire Damage.
16. Exhibit L – City of Chicago Building Violation Records, Inoperative Fire Pump (open since 2016).
17. Exhibit L-2 – Photographs, CTA Proximity and Property Access Points.
18. Exhibit M – Google Maps Overview and Interior Fire Damage Photographs.
19. Exhibit N – Chicago Title Land Trust Company Deed in Trust, Trust No. 8002378806.
20. Exhibit P – Photographs, Door Orientations and Roll-Up Door.
21. Exhibit R – BTC Escrow Payment Evidence (Gmail chain and blockchain confirmation).
22. Exhibit S – Chicago Title Land Trust Company Trust Agreement No. 8002378806; GP Opportunity Corp. Corporate Resolutions; Affidavit of Late Delivery.
23. Exhibit T – Certificate of Liability Insurance, ACORD 25 (Dimond Bros. Insurance / Acuity, Policy No. 2J6LK9, effective October 1, 2021).
24. Exhibit X1 – City of Chicago Building Permit Application No. 101032831.
25. Exhibit Y-2 – IDFPR Complaint Submission, Case No. 2025-12057 (pending).
26. Exhibit Z-1 – City of Chicago Landmarks Division Record Search, 4700–4714 W. Lake Street (Historic Code ORANGE).
27. Exhibit Z-2 – Gmail Correspondence re: 4714 W. Lake Street Historic Violations and Remediation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for judgment against Defendants, jointly and severally as the law and facts permit, as follows:

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1. For compensatory damages in an amount to be proven at trial, including but not limited to escrowed funds, lost business income, property damage, and consequential losses;

2. For restitution and disgorgement of all benefits unjustly retained by Defendants, including the return of approximately 3.5 BTC or its highest U.S. dollar value since October 1, 2021;

3. For rescission and a declaration that the lease and guaranty are void or voidable by reason of fraud, lack of authority, and public policy violations;

4. For punitive and exemplary damages where authorized by law;

5. For sanctions and such other relief as the Court deems just for Defendants' fraud on the Court and false certifications, including fees and costs associated with addressing those abuses;

6. For Plaintiffs' costs of suit and such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiffs hereby demand trial by jury on all issues so triable.

Respectfully submitted,

/s/ KENNETH MAYLE,
Plaintiff, pro se.

Dated: 3-11-2026
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