Hearing Date: 6/11/2026 10:00 AM - 10:05 AM
Location: <<CourtRoomNumber>>
Judge: Calendar, Y

FILED
6/4/2026 1:43 PM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2022L010246
Calendar, Y
38409362

FILED DATE: 6/4/2026 1:43 PM 2022L010246

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

30 DEGREE DESIGN, LLC, an Illinois Limited Liability Company; BRAD BEHMER, an individual; and KENNETH MAYLE, an individual,

Plaintiffs,

v.

GP OPPORTUNITY FUND, LLC, managed by BRYON FINKE, an Illinois Limited Liability Company; G.P. OPPORTUNITY CORP., an Illinois Corporation; BRYON FINKE, individually; and CHICAGO TITLE LAND TRUST COMPANY, as Trustee of Trust No. 8002378806,

Defendants.

Case No. 2022 L 010246

Calendar Y, Courtroom 2004

Hon. Judge John J. Tully, Jr.

PLAINTIFF KENNETH MAYLE'S MOTION FOR RECONSIDERATION OF THE MAY 18, 2026 ORDER DENYING LEAVE TO FILE FOURTH AMENDED COMPLAINT, OR IN THE ALTERNATIVE, MOTION FOR LEAVE TO FILE FOURTH AMENDED COMPLAINT

Plaintiff Kenneth Mayle ("Mayle"), pro se, moves this Court to reconsider paragraph 1 of the May 18, 2026 Order, which denied leave to file the Fourth Amended Complaint, or in the alternative, for leave to file pursuant to 735 ILCS 5/2-616. In support, Mayle states:

INTRODUCTION

Paragraph 1 of the May 18 Order rests on a legal error. The Court ruled that "Mayle as guarantor has no such affirmative claims for relief against the landlord." That ruling

FILED DATE: 6/4/2026 1:43 PM 2022L010246

conflates *tenant claims* — which Mayle does not assert — with *guarantor claims* arising from the fraudulent procurement of the Personal Guaranty, which is all Mayle asserts.

The Fourth Amended Complaint (Exhibit 1) pleads five counts personal to Mayle individually: (1) fraudulent inducement of the guaranty; (2) active concealment of life-safety deficiencies material to his decision to execute the guaranty and transfer personal Bitcoin; (3) conversion of his personal Bitcoin; (4) declaratory judgment that the guaranty is void or unenforceable; and (5) unjust enrichment in the alternative. None of these claims could have been brought by 30 Degree Design, LLC. The Court's ruling that a guarantor has no affirmative claims against a creditor who procured the guaranty by fraud is not the law of Illinois.

PROCEDURAL BACKGROUND

1. On May 18, 2026, this Court denied leave to file the Fourth Amended Complaint, stating that "Mayle as guarantor has no such affirmative claims for relief against the landlord." The same Order granted Mayle's Motion for Verification and ordered GP to provide signed verification within seven days. GP has not complied.

2. A Case Management Order entered the same day imposes a July 1, 2026 expert disclosure deadline on Mayle while imposing no discovery completion obligation on GP, despite GP's outstanding non-compliance with discovery and the Court's verification order.

3. The proposed Fourth Amended Complaint (Exhibit 1) asserts five counts in Mayle's individual capacity only — Fraudulent Inducement, Active Concealment, Conversion, Declaratory Judgment, and Unjust Enrichment in the Alternative. No claims of 30 Degree Design, LLC or Brad Behmer are asserted.

LEGAL STANDARD

Reconsideration is appropriate where the court has made an error of law apparent on the face of the record. *Evanston Ins. Co. v. Riseborough*, 2014 IL 114271, paragraph 36;

FILED DATE: 6/4/2026 1:43 PM 2022L010246

Wierzbicki v. Glowacki, 2015 IL App (1st) 140076, paragraph 24. In the alternative, amendments shall be "liberally allowed" under 735 ILCS 5/2-616(a) unless the proposed amendment would be futile, cause prejudice, or reflects deliberate delay. *Loyola Academy v. S&S Roof Maintenance, Inc.*, 146 Ill. 2d 263, 273 (1992).

ARGUMENT

I. The Court's Ruling Conflates Tenant Claims with Guarantor Claims

The May 18 Order appears to have treated Mayle's proposed claims as tenant claims — breach of lease, constructive eviction, habitability — and concluded a guarantor cannot assert them. That reasoning is inapplicable here because the Fourth Amended Complaint asserts none of those things. It expressly disclaims all tenant claims and all claims belonging to 30DD. See Exhibit 1, Preliminary Statement.

Each count arises from the fraudulent procurement of Mayle's *personal* guaranty and the conversion of Mayle's *personal* Bitcoin — not from any lease obligation of 30DD:

- **Count I (Fraudulent Inducement):** Finke made false representations to Mayle individually — that the fire protection system was operational and the roof was new — to induce Mayle to sign the Personal Guaranty and transfer approximately 3.5 Bitcoin from his personal wallet to Finke personally. These are tort claims by a defrauded guarantor, not tenant claims.
- **Count II (Active Concealment):** Finke concealed open DOB Violation FP2148 (cited August 11, 2016, never closed), the CFD Second Notice (May 4, 2021), and nine years of absent ITM records, while pointing Mayle to the fire pump and calling it operational. These facts were material to Mayle's decision to execute the Guaranty — not to 30DD's tenancy.
- **Count III (Conversion):** 3.56431739 BTC was transferred from Mayle's personal wallet to Finke's personally designated wallet under Lease Section 26(D). The transaction was Mayle-to-Finke individually. 30DD had no Bitcoin, no role in the transfer, and no claim to assert.

FILED DATE: 6/4/2026 1:43 PM 2022L010246

- **Count IV (Declaratory Judgment):** Mayle seeks a declaration that his Personal Guaranty is void on five independent grounds: nonexistent tenant; landlord lacked authority; fraudulent inducement; failure of consideration; and no ratification after 30DD's formation. Only Mayle can bring this claim because only Mayle signed the Guaranty and only Mayle faces liability on GP's counterclaim.
- **Count V (Unjust Enrichment):** Pleaded in the alternative under 735 ILCS 5/2-613(b) to recover Mayle's personal Bitcoin if legal remedies are unavailable or incomplete.

To the extent any count heading or allegation in the proposed Fourth Amended Complaint uses the word "Plaintiffs" in a multi-plaintiff caption form, that reflects the caption carried from the operative Third Amended Complaint and does not alter the express limitation in the Preliminary Statement that all claims therein are asserted solely by Kenneth Mayle in his individual capacity.

Not one count is a tenant claim. Paragraph 1 of the May 18 Order, applied to these claims, rests on a categorical error.

The May 18 Order's paragraph 3 denial of Mayle's Motion to Add Additional Defendants rests on the same legal error as paragraph 1 — the Court applied the same rationale, expressly stating the motion was denied "for the same reasons" as the denial of leave. Because the additional defendants — Bryon Finke individually, G.P. Opportunity Corp., and Chicago Title Land Trust Company as Trustee — are named in the Fourth Amended Complaint solely in connection with the guarantor fraud claims addressed above, the paragraph 3 denial falls with paragraph 1. Finke, as owner and manager of GP Opportunity Fund, LLC, has had actual notice of this litigation since its inception in November 2022, and the claims against him individually arise from the same transaction, occurrence, and core of operative facts as the original filing. Addition of these defendants therefore relates back to the original filing date under 735 ILCS 5/2-616(b). To the extent any limitations concern exists, Mayle's claims sound in fraud and active concealment, which independently toll the limitations period under 735 ILCS 5/13-215.

To the extent paragraph 1 of the May 18 Order's reference to "and the like" was intended

FILED DATE: 6/4/2026 1:43 PM 2022L010246

to encompass fraud-based claims, conversion, or declaratory judgment, that reading conflicts with well-established Illinois law. Fraud in the inducement, active concealment, and conversion are not claims "like" tenant habitability or constructive eviction claims. They are independent tort claims personal to the guarantor, cognizable under *Connick v. Suzuki Motor Co.*, 174 Ill. 2d 482, 496 (1996), and *Mid-America Fed. Sav. & Loan Ass'n v. Kostelny*, 170 Ill. App. 3d 833, 841 (1st Dist. 1988), regardless of whether a lease exists between the parties or whether the guarantor is also a party to that lease.

II. Illinois Law Recognizes Affirmative Claims by a Defrauded Guarantor

A guaranty procured by fraud is voidable at the election of the guarantor. *Mid-America Fed. Sav. & Loan Ass'n v. Kostelny*, 170 Ill. App. 3d 833, 841 (1st Dist. 1988). A defrauded guarantor may assert that fraud both as a defense to the creditor's counterclaim and as an independent affirmative cause of action. This is a guarantor's claim, not a tenant claim.

Mayle has pleaded every element of fraudulent inducement with particularity as required by 735 ILCS 5/2-606. *Connick v. Suzuki Motor Co.*, 174 Ill. 2d 482, 496 (1996):

- *False statement:* Fire protection system operational; roof new. Exhibit 1, paragraphs 30, 40.
- *Known false:* FP2148 open since 2016; last passed test 2015; CFD Second Notice May 2021; no ITM in nine years. Exhibit 1, paragraphs 17–19, 31, 41.
- *Intent:* Directed at Mayle to induce execution of the Guaranty and Bitcoin transfer. Exhibit 1, paragraph 42.
- *Reliance:* Reasonable as a matter of law — Mayle was personally walked through the equipment by the owner who represented it operational. Exhibit 1, paragraphs 32, 43; *Connick*, 174 Ill. 2d at 496.
- *Damages:* 3.5 Bitcoin transferred; personal exposure on GP's pending counterclaim. Exhibit 1, paragraph 44.

Count II (Active Concealment) is equally sound: a party making an affirmative repre-

FILED DATE: 6/4/2026 1:43 PM 2022L010246

sentation must disclose all material facts bearing on it. *Connick*, 174 Ill. 2d at 496–500; *Zimmerman v. Northfield Real Estate, Inc.*, 156 Ill. App. 3d 154 (1st Dist. 1987).

III. Each Count Survives a Section 2-615 Analysis — Amendment Is Not Futile

Loyola Academy, 146 Ill. 2d at 273. Count-by-count:

- **Count I (Fraud):** All *Connick* elements pleaded with particularity. Not futile.
- **Count II (Active Concealment):** Duty to disclose, breach, reliance, damages all pleaded. *Connick*; *Zimmerman*. Not futile.
- **Count III (Conversion):** Bitcoin is specific, quantifiable, blockchain-traceable property transferred to a personally designated wallet. *In re Thebus*, 108 Ill. 2d 255, 261 (1985); *Loman v. Freeman*, 229 Ill. 2d 104, 127 (2008). Not futile.
- **Count IV (Declaratory Judgment):** Five independent grounds for voiding the Guaranty; actual justiciable controversy with GP's counterclaim pending. 735 ILCS 5/2-701. Not futile.
- **Count V (Unjust Enrichment):** Proper alternative pleading under 735 ILCS 5/2-613(b). Not futile.

IV. Denying Leave While GP's Guaranty Counterclaim Proceeds Creates Manifest Injustice

GP actively prosecutes a counterclaim against Mayle for breach of the same Personal Guaranty that Mayle seeks to void. Denying Mayle leave to assert his guarantor fraud claims while GP pursues the same guaranty creates an untenable asymmetry: Mayle may be held liable on a guaranty he contends was procured by fraud, executed on behalf of a nonexistent Tenant, by a Landlord with no documented authority over the Property — while being barred from any recovery of the 3.5 Bitcoin he personally transferred.

The policy of 735 ILCS 5/2-616 is to resolve all related claims in a single proceeding. *Loyola Academy*, 146 Ill. 2d at 273. That policy controls here.

FILED DATE: 6/4/2026 1:43 PM 2022L010246

V. In the Alternative, Leave Should Be Granted Under 735 ILCS 5/2-616

Even if the Court declines reconsideration, leave to file should be granted independently. The *Loyola Academy* factors all favor Mayle:

- **Cures the defect:** The Fourth Amended Complaint confines itself to guarantor claims Mayle alone can assert — directly addressing the Court's stated concern.
- **No prejudice:** GP has known of the Bitcoin transfer and the Guaranty since the inception of this case. GP's own counterclaim is premised on the same Guaranty. Moreover, Bryon Finke individually and G.P. Opportunity Corp. have been on constructive notice of this litigation since November 2022 — Finke is the named manager of GP Opportunity Fund, LLC, the original defendant, and G.P. Opportunity Corp. shares the same principal. No new factual territory is introduced and no defendant is surprised.
- **No deliberate delay:** These claims arise from the same October 2021 transaction at issue since the original November 2022 filing.
- **Not futile:** As shown in Section III above, each count states a cognizable claim.

CONCLUSION

Paragraph 1 of the May 18, 2026 Order misapplied the law by treating guarantor fraud claims as tenant claims a guarantor cannot assert. Illinois law recognizes those claims. The complaint pleads them with particularity. Amendment is not futile, causes no prejudice, and reflects no delay. Denying leave while GP's counterclaim on the same guaranty proceeds is inequitable.

WHEREFORE, Plaintiff Kenneth Mayle respectfully requests that this Court:

1. **Reconsider** paragraphs 1 and 3 of the May 18, 2026 Order, which denied leave to file the Fourth Amended Complaint and denied leave to add additional defendants on the same grounds;

FILED DATE: 6/4/2026 1:43 PM 2022L010246

2. **Grant leave** to file the Fourth Amended Complaint attached as Exhibit 1 — which names Bryon Finke individually, G.P. Opportunity Corp., and Chicago Title Land Trust Company as Trustee as additional defendants — and deem it filed as of the date of this Order;
3. **Set a briefing schedule** requiring Defendants to answer or otherwise plead within 28 days; and
4. **Strike** the trial schedule as premature pending resolution of the pleadings; and
5. **Grant such other and further relief** as this Court deems just and proper.

Respectfully submitted,

/s/ Kenneth William Mayle, Pro Se Plaintiff
1034 N. Karlov Avenue, Chicago, Illinois 60651
(248) 635-7455 ken.mayle@gmail.com

Date: 6-4-2026

CERTIFICATE OF SERVICE

I, Kenneth William Mayle, certify that on the date stamped by eFile, I caused a true and correct copy of the foregoing motion to be served upon counsel for Defendants by electronic filing through the Cook County eFileIL system, including:

Zachary D. Limbaugh
Limbaugh Law Firm, 417 West Superior Street, Chicago, Illinois 60654
Limbaugh@LimbaughLawFirm.com
Attorney for GP Opportunity Fund, LLC, G.P. Opportunity Corp., and Bryon Finke

FILED DATE: 6/4/2026 1:43 PM 2022L010246

/s/ Kenneth William Mayle Pro Se Plaintiff 6-4-2026

FILED DATE: 6/4/2026 1:43 PM 2022L010246

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COUNTY DEPARTMENT, LAW DIVISION

30 DEGREE DESIGN, LLC, an Illinois Limited Liability Company; BRAD BEHMER, an individual; and KENNETH MAYLE, an individual,

Plaintiffs,

v.

GP OPPORTUNITY FUND, LLC, managed by BRYON FINKE, an Illinois Limited Liability Company; G.P. OPPORTUNITY CORP., an Illinois Corporation; BRYON FINKE, individually; and CHICAGO TITLE LAND TRUST COMPANY, as Trustee of Trust No. 8002378806,

Defendants.

Case No. 2022 L 010246

Calendar Y, Courtroom 2004

Hon. Judge John J. Tully, Jr.

PLAINTIFF KENNETH MAYLE'S FOURTH AMENDED COMPLAINT

(INDIVIDUAL CLAIMS ONLY)

PRELIMINARY STATEMENT

This Fourth Amended Complaint is filed solely by Plaintiff Kenneth Mayle ("Mayle") in his individual capacity. It does not assert, adopt, waive, or abandon any claims belonging to Plaintiff 30 Degree Design, LLC ("30DD") or Plaintiff Brad Behmer. Mayle lacks authority to represent 30DD as a legal entity; under Illinois law, an LLC may not be represented by a non-attorney, non-member individual. *Midland Mgmt. Co. v. Computer Horizons Corp.*, 409 Ill. App. 3d 690 (1st Dist. 2011). Any claims belonging to 30DD or Behmer are expressly reserved and are not addressed herein. Both are listed in the caption solely as named parties to the operative Third Amended Complaint; neither asserts claims in this Fourth Amended Complaint.

The claims asserted in this complaint belong exclusively to Kenneth Mayle as an individual.

Exhibit 1

FILED DATE: 6/4/2026 1:43 PM 2022L010246

They arise from: (1) fraud and active concealment perpetrated on Mayle as the personal guarantor of the lease; (2) the conversion of Mayle's personal property (approximately 3.5 Bitcoin (precisely 3.56431739 BTC, the "BTC") transferred from Mayle's personal wallet to Bryon Finke directly); and (3) Mayle's right to a declaration that the personal guaranty he signed is void or unenforceable. None of these claims are tenant claims. None of them could have been brought by 30DD. They belong to Mayle alone.

I. PARTIES

1. Plaintiff **Kenneth Mayle** is an individual residing at 1034 N. Karlov Avenue, Chicago, Illinois 60651. He is a licensed Professional Engineer with expertise in fire protection systems and regulatory compliance. He appears in this action solely in his individual capacity as a pro se litigant.
2. Plaintiff **30 Degree Design, LLC** is an Illinois Limited Liability Company organized on January 26, 2022. 30DD is a named plaintiff in the operative Third Amended Complaint. 30DD is not represented by counsel and cannot appear through Mayle. 30DD's claims are dormant pending representation and are not addressed in this Fourth Amended Complaint.
3. Plaintiff **Brad Behmer** is an individual last known at 1813 W. Montrose Ave., Chicago, Illinois 60613. Behmer's claims are not addressed in this Fourth Amended Complaint.
4. Defendant **GP Opportunity Fund, LLC** ("GP") is an Illinois Limited Liability Company with its principal place of business in Chicago, Illinois, managed by Bryon Finke. GP signed the lease dated on or about October 1, 2021 purportedly as "Landlord." GP Opportunity Fund, LLC is not the beneficial owner of the subject property; legal and equitable title is held in Chicago Title Land Trust No. 8002378806 for the benefit of G.P. Opportunity Corp. GP has filed a counterclaim against Mayle asserting breach of the lease and personal guaranty, and has prosecuted that counterclaim based on a lease executed on behalf of an entity that did not hold beneficial title to the property being

FILED DATE: 6/4/2026 1:43 PM 2022L010246

leased.

5. Defendant **G.P. Opportunity Corp.** is an Illinois corporation controlled by Bryon Finke, who serves as its President and Secretary. G.P. Opportunity Corp. is the sole beneficiary of Chicago Title Land Trust No. 8002378806, which holds legal and equitable title to 4714–18 (sometimes stated 4700-4744) W. Lake Street, Chicago, Illinois 60644 (the "Property"). G.P. Opportunity Corp. is the entity that actually held the beneficial interest in the Property at the time the lease was signed and at all times relevant to this complaint.
6. Defendant **Bryon Finke** ("Finke") is an individual residing, on information and belief, in the Chicago metropolitan area. Finke is the President and Secretary of G.P. Opportunity Corp., the manager of GP Opportunity Fund, LLC, and the holder of sole power of direction over Chicago Title Land Trust No. 8002378806. Finke personally conducted the pre-lease tour of the Property, personally showed Mayle the fire pump room and made affirmative representations about the fire protection system and roof, personally signed the lease as representative of GP Opportunity Fund, LLC, personally designated himself as the "Bitcoin to USD exchange" under Lease §26(D), and personally received approximately 3.5 Bitcoin transferred from Mayle's personal wallet. Finke is sued individually for fraudulent inducement, active concealment, conversion, and unjust enrichment.
7. Defendant **Chicago Title Land Trust Company, as Trustee of Trust No. 8002378806** ("Land Trust") is the legal titleholder of the Property pursuant to a land trust agreement dated August 14, 2018. Chicago Title is named as a necessary party to any rescission or equitable lien remedy affecting the Property. No affirmative money damages are sought against Chicago Title; it is joined solely for purposes of complete relief.

II. JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction pursuant to Article VI, Section 9 of the Illinois Constitution and the general jurisdiction of the Circuit Court of Cook County, Illinois.

FILED DATE: 6/4/2026 1:43 PM 2022L010246

This Court has personal jurisdiction over Defendants pursuant to 735 ILCS 5/2-209 because Defendants transacted business in Illinois, committed tortious acts in Illinois, and own or use real property situated in Illinois.

9. Venue is proper in Cook County pursuant to 735 ILCS 5/2-101 because the Property is located at 4714–18 W. Lake Street, Chicago, Illinois 60644, and the acts constituting fraudulent inducement occurred in Cook County, Illinois.

10. This action was originally filed on November 15, 2022. This Fourth Amended Complaint relates back to the original filing pursuant to 735 ILCS 5/2-616(b) because all claims arise from the same transaction and occurrence: the October 2021 lease signing and personal guaranty execution, and the contemporaneous transfer of Mayle's personal Bitcoin, that have been at issue in this litigation since its inception. *Porter v. Decatur Memorial Hospital*, 227 Ill. 2d 343 (2008).

III. GENERAL FACTUAL ALLEGATIONS

A. The Property and Its Ownership Structure

11. The Property is variously identified in municipal records, title documents, permit filings, and the Lease as 4700–4744, 4700–4714, 4714–18, and 4714A W. Lake Street; all such designations refer to the single Property defined herein.

12. On August 14, 2018, the Property was conveyed into Chicago Title Land Trust No. 8002378806. See Exhibit N. The trust agreement identifies G.P. Opportunity Corp. as the sole beneficiary and grants Bryon Finke, as President of G.P. Opportunity Corp., the sole power of direction over the trust property. A copy of the trust document, obtained by Plaintiff through subpoena to Chicago Title and Trust Company, is attached hereto as **Exhibit S**.

13. GP Opportunity Fund, LLC is a legally distinct entity from G.P. Opportunity Corp. GP Opportunity Fund, LLC has no documented beneficial interest in the Property. No assignment of beneficial interest from G.P. Opportunity Corp. to GP Opportunity Fund,

FILED DATE: 6/4/2026 1:43 PM 2022L010246

LLC has ever been produced in this litigation despite Plaintiff's specific discovery requests. (Exhibit E)

14. Bryon Finke signed the lease dated October 1, 2021 as representative of GP Opportunity Fund, LLC. He did not disclose in the lease, during the tour, or at any point prior to Mayle signing the personal guaranty that: (a) legal title to the Property was held in a land trust; (b) the beneficial interest was held by G.P. Opportunity Corp., a distinct entity from the one signing the lease; (c) there was no documented authority establishing that GP Opportunity Fund, LLC had the right to lease property beneficially owned by G.P. Opportunity Corp.; or (d) Finke, as President of the beneficial owner and as holder of the power of direction, was in substance acting as both sides of the transaction.

15. GP has never produced its operating agreement, any corporate resolution, or any written authorization establishing that Finke had authority to execute the lease on behalf of GP Opportunity Fund, LLC as to property held in trust for the benefit of a different entity he also controlled. GP's own Omnibus Response filed January 26, 2026 argues that "the deed to the property is held in trust and that GP Opportunity Fund, LLC is not the legal title holder to the building is *immaterial* to the claims before this Court." That assertion is an admission against interest in GP's own filing that cannot be reconciled with the enforceability of a lease and guaranty signed on behalf of a non-owning entity.

B. The Fire Pump: Documented History of Failure and Concealment

16. The Property contains a fire pump and wet-pipe sprinkler system. The fire pump is subject to mandatory annual inspection, testing, and maintenance ("ITM") under NFPA 25 §§4.1.1, 4.1.5.1, and 4.3.2, and Chicago Municipal Code §§13-76-120, 15-16-190 through 15-16-310. These obligations are non-delegable and fall exclusively on the property owner or its designated representative.

17. City of Chicago Department of Buildings ("DOB") inspection records, attached hereto as **Exhibit L**, establish the following documented history of fire pump failure:

    (a) November 5, 2013: Annual Inspection — FAILED. Violation FP2148. Detail:

FILED DATE: 6/4/2026 1:43 PM 2022L010246

"NO POWER" on fire pump.

(b) December 10, 2013: Annual Inspection — FAILED. Violation FP2148. Detail: "NO POWER" on fire pump.

(c) December 13, 2013: Annual Inspection — FAILED. Violation FP2148. Detail: "NO POWER" on fire pump.

(d) September 29, 2015: Annual Inspection — PASSED. This is the *last recorded passing* fire pump annual inspection in DOB records.

(e) August 11, 2016: Annual Inspection — FAILED. Violation FP2148 cited. The violation citation states: "PROVIDE FOR A PERFORMANCE TEST OF YOUR FIRE PUMP, WHICH SHALL BE WITNESSED BY THE BUREAU OF FIRE PREVENTION. SAID PUMP WILL BE IN COMPLIANCE ONLY WHEN IT PRODUCES ITS RATED GALLONS PER MINUTE AND PRESSURE." **This violation was never closed. It remained open and uncured through the date of the February 6, 2023 fire and through the date of this filing.**

18. On May 4, 2021—five months before the October 1, 2021 lease signing—the Chicago Fire Department, Fire Prevention Bureau, issued a formal Second Notice–Action Required to 4700 W. Lake Street, Chicago, IL 60644 (the "CFD Second Notice"), also contained within **Exhibit L**. The CFD Second Notice stated: "Our records indicate the Fire Pump located at 4700 W LAKE ST, CHICAGO, IL 60644-2709 IS PAST DUE for inspection by a licensed company, have been due on 09/01/2018. In order to avoid penalties, as provided by law for such violations, you must take immediate action."

19. The CFD Second Notice further provided: "If you are a tenant in the building/structure or are otherwise not the responsible party… please contact BRYCER, LLC… and provide the correct name, address, and phone number of the responsible party… If no update is provided, it will be assumed that this notice has reached the responsible party and will be addressed." No update was ever submitted to BRYCER or the CFD. Under the CFD's own operative language, notice is therefore presumed to have reached the responsible

FILED DATE: 6/4/2026 1:43 PM 2022L010246

party—GP and Finke—and to have been addressed. It was not. No licensed contractor was called. No ITM was performed. No compliance was achieved.

20. GP produced no ITM records—no inspection logs, no test results, no maintenance records for the fire pump or sprinkler system—in response to Requests to Produce Nos. 22 and 26, served May 2024. The absence of ITM records for the period 2016 through 2021 is not a neutral fact; it is an independent violation of GP's and Finke's affirmative obligations under NFPA 25 §4.3.2 and Chicago Municipal Code §13-76-120. An owner that violates its affirmative duty to inspect, test, maintain, and retain records for its fire suppression system for nine consecutive years cannot claim ignorance of the deficiency those duties were designed to surface.

21. On October 22, 2021—21 days after the Lease was executed and Mayle's Bitcoin transferred—Acuity Insurance Company conducted a loss control inspection of the Property, performed by Loss Control Representative Steve Miller (the "Acuity Report"). The Acuity subpoena return, including the loss control report, underwriter correspondence, and cancellation documentation, is attached hereto as **Exhibit T**. The Acuity Report found:

    (a) The sprinkler system fire department connection (FDC) was "missing its caps and stuffed with trash, suggesting that the system has not been maintained" (Photo 10 of the loss control report);

    (b) The sprinkler system had "3/4 inch branch lines which do not meet modern codes";

    (c) "There is a sprinkler system, but it is not clear if it is operational";

    (d) The building was a "poor Property risk now and it will remain a poor Property risk for the foreseeable future";

    (e) "The only way to make this into even an average Property risk is to spend lots of money on repairs and upgrading, but doing so is not feasible due to the area in which it is located"; and

FILED DATE: 6/4/2026 1:43 PM 2022L010246

(f) **The Total Account Grade, if significant Property coverage were written, would be *1*—the worst possible rating on Acuity's grading scale.**

On November 8, 2021, Senior Commercial Lines Underwriter Hannah Favret emailed the insurance broker (Dimond Bros. Insurance): "The report came back with information that I was not expecting…the building has been poorly maintained and it could not be confirmed if the sprinkler system is operational…I am not comfortable staying on the risk, the findings are unexpected…I will have to mid-term cancel." Although Policy ZL0716 formally lapsed for nonpayment on November 9, 2021, Favret confirmed in writing that she would have mid-term cancelled regardless of payment due to the building's physical condition—specifically, the inability to confirm sprinkler system operability. **The nonpayment lapse was the technical mechanism; the building's uninhabitable and uninsurable physical condition was the substantive disqualifying reason.** The Lease required Tenant to maintain fire and property insurance. Acuity's contemporaneous internal records establish that compliant property insurance for this building was not obtainable in its actual condition—a fact known to Finke as the building's owner and unknown to Mayle at the time he signed the Guaranty.

22. On February 6, 2023, a fire occurred at the Property. NFIRS incident records designate: (a) **AES (Automatic Extinguishing System) Presence as "None"**—no automatic extinguishing system operated during the fire; and (b) **Detector Presence as "None"**—no detection system activated. The roof collapsed. The building was substantially destroyed. The fire pump that Finke had shown to Mayle during the pre-lease tour and represented to be part of an operational fire protection system did not function. The sprinkler system did not operate. These outcomes are the direct, foreseeable consequence of allowing fire protection systems to remain in uncured violation since 2016 and failing to perform mandatory ITM for nine consecutive years.

22A. On or about September 25, 2023—more than seven months after the February 6, 2023 fire destroyed the Property—Defendant Finke submitted City of Chicago Build-

FILED DATE: 6/4/2026 1:43 PM 2022L010246

ing Permit Application No. 101032831 for interior renovation and alteration work at 4700–4714 W. Lake Street, signing the application personally as property owner and general contractor (License No. TGC114939). *See* Chicago DOB Permit No. 101032831, Building Permit Application, filed herein November 13, 2025. The application declared a construction cost of $495,000, coded the work as "Alteration," and answered "No" to the question "Repairs For Fire Damage?"—a representation made on a building destroyed by a documented two-alarm fire seven months earlier. *See id.* The engineering drawings submitted and approved under that permit (Sheets B-1 and B-2, prepared by Lucid Engineering Services Group, LLC) list open Violations FP2148, FP1918, and FP1924 on their face—identifying by number the requirements to perform a witnessed performance test of the fire pump, to repair the automatic sprinkler system and place it in service, and to repair or replace the defective fire pump. *See* Chicago DOB Permit No. 101032831, Drawing—Building Information Sheets B-1 and B-2, filed herein November 13, 2025. The permit's stated scope of work includes "Address Open Violations." *See id.*

22B. Notwithstanding the acknowledgment of fire protection violations on the face of the approved drawings, all fire protection work was expressly excluded from the permitted scope. Sheet P-1 of the approved drawings states: "*The existing sprinkler system to remain. Repair if/as needed. Outside sprinkler contractor to perform the work. Any required permits for any sprinkler system repairs or replacement to be obtained separately by such contractor. No sprinkler work/details under these plans or permit.*" *See* Chicago DOB Permit No. 101032831, Drawing—Waste/Vent Riser Diagram Notes and Schedules P-1, Note 3, filed herein November 13, 2025. Notably, this fire protection exclusion appears not on any fire protection drawing—no such drawing exists in the entire permit package—but on a plumbing sheet. No separate fire protection or sprinkler permit was ever obtained at 4700–4744 W. Lake Street following the February 6, 2023 fire. *See* Chicago DOB Permit No. 101032831, DOB Building Permit and Inspection Records 4700–4744 W. Lake Street, filed herein November 13, 2025; *see also* Exhibit L.

FILED DATE: 6/4/2026 1:43 PM 2022L010246

Violation FP2148 was never closed, corrected, or resolved in any inspection, enforcement proceeding, or permitted scope of work from August 11, 2016 through the date of this filing. *See id.*; Exhibit L.

22C. The structural calculations submitted and approved under Permit No. 101032831 acknowledge in the Design Approach section: "*Existing roof framing was steel bowstring trusses… and were damaged due to fire. Only roof framing is being replaced as part of this scope of work.*" *See* Chicago DOB Permit No. 101032831, Structural Calculations for New Roof Framing—Replacing Existing Roof Trusses, Design Approach, p. 2, filed herein November 13, 2025. Finke's own engineer thus confirmed in a permit submission made under Finke's own license and signature that the roof framing was destroyed by the February 6, 2023 fire—the same fire that Finke certified on the face of the permit application was not the subject of fire damage repairs. *See* Chicago DOB Permit No. 101032831, Building Permit Application, Building Rehabilitation page ("Repairs For Fire Damage: No"), filed herein November 13, 2025; *see also* Chicago DOB Permit No. 101032831, Structural Calculations for New Roof Framing, p. 2, filed herein November 13, 2025. These contradictory certifications, made within the same permit package submitted under Finke's own license and signature, constitute admissions against interest confirming that Finke had actual knowledge of the fire protection violations listed on Sheets B-1 and B-2 and deliberately structured the permit to exclude fire protection work from its scope.

See also ¶¶30–31 (Finke's pre-lease representations concerning the same fire protection system).

C. The Lease, Guaranty, and Bitcoin Transfer

23. On or about October 1, 2021, a lease agreement (the "Lease") was executed for the premises at 4714A W. Lake Street, Chicago, Illinois 60644. The Lease identifies the Tenant as "30 Degree Design LLC." The Lease was signed by Bryon Finke purportedly on behalf of GP Opportunity Fund, LLC as Landlord. (Exhibit A)

FILED DATE: 6/4/2026 1:43 PM 2022L010246

24. At the time of Lease execution, 30 Degree Design, LLC did not legally exist as an Illinois Limited Liability Company. 30DD was not organized until January 26, 2022—nearly four months after Lease execution. *See* Exhibit C (Illinois Secretary of State Entity Search confirming 30 Degree Design, LLC formation date of January 26, 2022). A nonexistent entity has no legal capacity to contract. *Polloway v. Glinz*, 107 Ill. App. 3d 1095 (1st Dist. 1982); 805 ILCS 180/5-1.

25. On or about October 1, 2021, Mayle signed a Personal Guaranty (the "Guaranty") of the Tenant's obligations under the Lease. Mayle signed the Guaranty in his individual capacity. The Guaranty text and Mayle's signature appear at page 7 of the Lease under the heading *Personal Guarantees*, which is part of Exhibit A attached hereto. *See* 735 ILCS 5/2-606.

26. Pursuant to Lease §26(D), which designated "Bryon Finke as a Bitcoin to USD exchange," Mayle transferred approximately 3.5 Bitcoin ("BTC") from his personal cryptocurrency wallet to a wallet designated and confirmed by Bryon Finke. Finke confirmed receipt of the BTC. The BTC was transferred from Mayle's personal account—not from any 30DD account. It was transferred to a wallet designated by Finke personally—not to any GP Opportunity Fund, LLC corporate account. The transaction was between Mayle as an individual and Finke as a named personal intermediary; it was not a corporate-to-corporate payment. The approximately 3.5 BTC represented prepaid rent and security deposit totaling approximately 18 months of prepaid rent plus a 6-month security deposit, paid in full at or near the time of Lease execution. In the alternative, to the extent the BTC was received by Finke as an intermediary, escrow holder, or exchange agent—and not as a direct payment inuring to GP Opportunity Fund, LLC—Finke has no right to retain it under a void, rescinded, or unenforceable Lease and Guaranty, and its retention constitutes unjust enrichment and conversion regardless of whether the funds were characterized as payment, escrow, or exchange proceeds.

27. On October 3, 2021, Finke examined Mayle's personal Illinois driver's license. Finke

FILED DATE: 6/4/2026 1:43 PM 2022L010246

either (a) failed entirely to verify 30 Degree Design, LLC's formation status with the Illinois Secretary of State—a search requiring minutes on the publicly available website—despite executing a multi-year commercial lease naming 30DD as Tenant; or (b) knew that 30DD had not yet been formed and proceeded with execution anyway, understanding that a ratification would be required once 30DD was formally organized. No ratification was ever sought or obtained after 30DD's formation on January 26, 2022. Moreover, Mayle sent written communications to Finke contemporaneous with or shortly after Lease execution stating that he was not a member or officer of 30DD. That communication placed Finke on actual notice that the named Tenant either did not exist or lacked an authorized representative—yet Finke took no steps to cure the formation defect, demand ratification, or void and reissue the Lease.

D. The Pre-Lease Tour and Active Concealment

28. At all times relevant to this complaint, Finke had actual knowledge of: (a) the open, uncured FP2148 violation outstanding since August 11, 2016; (b) the three documented "NO POWER" fire pump violations from 2013; (c) the CFD Second Notice issued May 4, 2021, declaring the fire pump past due for inspection since September 1, 2018; and (d) the complete absence of any ITM records for the fire pump or sprinkler system from 2016 through the date of the pre-lease tour. This knowledge was imputed to Finke by operation of his non-delegable duties as property owner and sole holder of the power of direction over the trust property under NFPA 25 and Chicago Municipal Code § 13-76-120.

29. Finke did not disclose any of the foregoing facts to Mayle at any point prior to or during the pre-lease tour, the Lease signing, or the execution of the Personal Guaranty. Instead, Finke affirmatively directed Mayle's attention to the fire pump room and represented the fire protection system as operational, while withholding every material fact about the fire pump's actual condition, documented compliance failures, and the absence of any ITM for nine consecutive years.

FILED DATE: 6/4/2026 1:43 PM 2022L010246

30. Prior to Lease execution, Finke personally conducted a tour of the Property for Mayle. During the tour, Finke walked Mayle through the building, including the fire pump room, and showed Mayle the fire pump. Finke made the following affirmative representations to Mayle: (a) that the fire protection system was operational; and (b) that the roof was new.

31. Both representations were false. Finke knew they were false, or acted with reckless disregard for their truth, because: (i) violation FP2148 had been cited in August 2016 and never closed; (ii) the fire pump had documented "NO POWER" violations on three separate inspections in 2013; (iii) the last passed annual witnessed performance test was September 29, 2015—more than six years before the tour; (iv) the CFD had issued a formal Second Notice five months earlier demanding immediate action; (v) no licensed contractor had ever been called to perform the mandatory ITM; and (vi) Finke, as owner and holder of sole power of direction over the trust property, bore a non-delegable legal duty under NFPA 25 and Chicago Municipal Code to know the condition of the fire suppression system. As to the roof: no permit for the claimed roof replacement appears in DOB records, and the June 17, 2022 Conservation Complaint inspection found the roof work had been performed without plans, without permits, and without licensed contractors (Exhibit H).

32. Finke actively directed Mayle's attention to the fire pump—the specific equipment that was the subject of an open government-noticed compliance failure—while representing it to be part of an operational fire protection system and concealing every material fact about its actual condition. Mayle, as a licensed Professional Engineer, reasonably relied on Finke's affirmative representations. A person in Mayle's position is not required to distrust a landlord's affirmative representations during a building tour, demand the DOB inspection history, or assume that a landlord would deliberately conceal a nine-year-old documented compliance failure during the tour. This is active concealment under *Connick v. Suzuki Motor Co.*, 174 Ill. 2d 482, 496 (1996), and *Zimmerman v. Northfield*

FILED DATE: 6/4/2026 1:43 PM 2022L010246

Real Estate, Inc., 156 Ill. App. 3d 154 (1st Dist. 1987).

33. Had Mayle known that: (a) the fire pump had been cited as failed since 2016 and remained uncured; (b) the pump had documented "NO POWER" on three 2013 inspections; (c) the CFD had issued a Second Notice demanding immediate action five months before the tour; (d) Acuity Insurance would rate the building a Grade 1—worst possible—and cancel coverage within 30 days of the Lease signing due to the sprinkler system's condition; and (e) the roof replacement had been performed without permits or licensed contractors—Mayle would not have signed the Personal Guaranty and would not have transferred approximately 3.5 BTC to Finke.

E. GP's False, Unverified, and Continuing Discovery Non-Compliance

34. In May 2024, Plaintiff served GP with 19 Interrogatories and 63 Requests to Produce ("RTPs") addressing code violations at the Property, fire system condition, insurance history, ownership structure, and Finke's authority to bind GP. GP served responses on July 11, 2024 (the "Discovery Responses").

35. *Materially Misleading Answer—Interrogatory No. 17.* Interrogatory No. 17 asked GP to disclose code violations at the Property within five years prior to the June 17, 2022 occurrence. GP answered that it "had not been cited for any building code violations at the property in the 5 years prior to the June 17, 2022 raid." That answer is false. DOB records (Exhibit L) establish that violation FP2148 was cited August 11, 2016 and was never closed. It remained open through the date of the fire and through the date of this filing.

36. *Unverified Answer.* GP submitted the Discovery Responses with a blank, unsigned verification page. The "Verification by Certification" page contains the statutory language required by 735 ILCS 5/1-109 but bears no signature from Finke or any authorized GP representative. On May 18, 2026, this Court granted Plaintiff's Motion for Verification and ordered GP to provide signed verification within 7 days. As of the date of this filing, GP has not complied.

FILED DATE: 6/4/2026 1:43 PM 2022L010246

37. *Withheld Responsive Documents.* RTP No. 22 expressly requested "all code violations received, all documents demanding repairs to the space." GP objected as "unclear" and "irrelevant" and produced nothing. Violation FP2148 and the May 4, 2021 CFD Second Notice were directly responsive and in GP's possession. RTP No. 26 requested purchase and sale documents and "any disclosures related to fire protection upon purchasing the building." GP objected as overbroad and produced nothing. The May 4, 2021 CFD Second Notice was directly responsive.

38. *Continuing Non-Compliance Through Court Orders.* On July 30, 2025, Mayle filed a Motion to Compel. On September 12, 2025, Mayle conducted a meet-and-confer with GP's counsel; GP produced nothing. On February 18, 2026, this Court entered an order addressing outstanding discovery. GP did not supplement. Fire pump ITM records, the CFD Second Notice, insurance correspondence, GP's operating agreement, any documentation of Finke's authority to bind GP Opportunity Fund, LLC, and the Acuity cancellation correspondence remain unproduced as of the date of this filing. Although this Court's separate May 18, 2026 verification order required GP to provide signed verification within seven days (see ¶36), the Case Management Order entered the same day—prepared by GP's counsel Zachary Limbaugh—imposes a July 1, 2026 expert disclosure deadline on Plaintiff while imposing no discovery completion or supplementation obligation on GP, despite outstanding obligations. This pattern constitutes a continuing course of discovery non-compliance: materially misleading responses (July 2024), unsigned verification (July 2024), withheld responsive documents (July 2024 to present), and failure to supplement despite court orders addressing discovery and verification (February and May 2026).

FILED DATE: 6/4/2026 1:43 PM 2022L010246

IV. COUNTS

COUNT I — FRAUDULENT INDUCEMENT

(Against Defendants GP Opportunity Fund, LLC, G.P. Opportunity Corp., and Bryon Finke, Individually)

39. Plaintiff incorporates by reference Paragraphs 1 through 38 as though fully set forth herein.

40. Prior to the execution of the Lease and Personal Guaranty on or about October 1, 2021, Defendant Bryon Finke, individually and as agent for GP Opportunity Fund, LLC and G.P. Opportunity Corp., made the following false statements of material fact to Plaintiff Kenneth Mayle:

    (a) That the fire protection system at the Property was operational;

    (b) That the fire pump shown to Mayle during the pre-lease tour was part of a functioning fire suppression system; and

    (c) That the roof of the Property was new.

41. Each of these representations was false. Finke knew each representation was false, or acted with reckless disregard for its truth, at the time it was made, including but not limited to: the open, uncured FP2148 violation outstanding since August 11, 2016; the three documented "NO POWER" fire pump violations from 2013; the CFD Second Notice issued May 4, 2021 demanding immediate action; the absence of any ITM records for the fire pump from 2016 through the date of the tour; and the absence of any DOB permit authorizing the claimed roof replacement. The falsity of the roof representation is further confirmed by the Acuity loss control report dated October 22, 2021 (*see* Exhibit T), in which the independent loss control inspector noted that "[i]n the google satellite views, the roof appears to be heavily patched and in poor condition," and that the sprinkler system's fire department connections were "stuffed with trash," demonstrating the system had not been maintained — observations made only 21 days

FILED DATE: 6/4/2026 1:43 PM 2022L010246

after Lease execution. *See also* Exhibit M (pre-fire roof condition).

42. Finke made these representations with the intent to induce Mayle to execute the Personal Guaranty and to transfer approximately 3.5 Bitcoin from Mayle's personal cryptocurrency wallet to a wallet designated by Finke personally pursuant to Lease § 26(D).

43. Mayle reasonably relied on Finke's representations. Mayle is a licensed Professional Engineer with expertise in fire protection systems. That expertise made Mayle more likely, not less, to rely on an owner's affirmative representations during a building tour in which the owner personally directed attention to the fire protection equipment and described it as operational. Mayle was not required to distrust Finke's affirmative representations, demand the DOB inspection history, or assume that the landlord was concealing a documented nine-year compliance failure. *Connick v. Suzuki Motor Co.*, 174 Ill. 2d 482, 496 (1996); *Zimmerman v. Northfield Real Estate, Inc.*, 156 Ill. App. 3d 154 (1st Dist. 1987).

44. As a direct and proximate result of Finke's fraudulent misrepresentations, Mayle suffered the following damages:

    (a) The transfer of approximately 3.5 Bitcoin from Mayle's personal wallet to Finke, representing prepaid rent and security deposit totaling approximately 18 months' rent plus a 6-month security deposit, paid in full at or near Lease execution;

    (b) Exposure to personal liability under the Personal Guaranty on a Lease that Mayle would not have executed had he known the true condition of the Property;

    (c) Individual consequential damages arising from Mayle's execution of the Personal Guaranty and transfer of personal Bitcoin in reliance on Defendants' misrepresentations, including loss of the benefit of the consideration Mayle personally provided and other out-of-pocket losses traceable to the failed transaction; and

    (d) Additional consequential damages in an amount to be proved.

45. **WHEREFORE**, Plaintiff Kenneth Mayle requests judgment against Defendants GP Opportunity Fund, LLC, G.P. Opportunity Corp., and Bryon Finke, jointly and severally,

FILED DATE: 6/4/2026 1:43 PM 2022L010246

for:

(a) Compensatory damages in an amount to be proved, including the value of the approximately 3.5 Bitcoin transferred, measured at the time of transfer and at current market value, whichever is greater;

(b) Rescission of the Personal Guaranty;

(c) Punitive damages for willful and wanton concealment of known life-safety deficiencies constituting a conscious disregard for the rights and safety of Plaintiff;

(d) Prejudgment interest; and

(e) Such other and further relief as this Court deems just and proper.

COUNT II — FRAUDULENT CONCEALMENT / ACTIVE CONCEALMENT

(Against Defendants GP Opportunity Fund, LLC, G.P. Opportunity Corp., and Bryon Finke, Individually)

46. Plaintiff incorporates by reference Paragraphs 1 through 45 as though fully set forth herein.

47. Finke had a duty to disclose the material facts set forth below because: (a) he had superior knowledge of the fire pump's condition, the open CFD violation, and the absence of ITM records; (b) the facts were not readily discoverable by Mayle through ordinary pre-lease diligence, absent a specific reason to suspect nondisclosure by the property owner; (c) Finke actively directed Mayle's attention to the fire pump while making affirmative representations about its operability, thereby creating a duty to disclose all material facts bearing on that representation; and (d) the facts concerned life-safety systems whose condition was material to Mayle's decision to execute the Guaranty and transfer personal assets. A party who makes a representation that is literally true but misleading because it omits material qualifying facts is guilty of a fraudulent half-truth and bears the same duty to disclose as one who makes an affirmative false statement. *Connick v. Suzuki Motor Co.*, 174 Ill. 2d 482, 496–500 (1996).

48. A special relationship creating a duty to disclose existed between Finke and Mayle for

FILED DATE: 6/4/2026 1:43 PM 2022L010246

the following independent reasons:

(a) Finke, as property owner and sole holder of the power of direction over the Trust, possessed exclusive and superior knowledge of the fire pump's compliance history, the CFD Second Notice, and the absence of ITM records—facts not disclosed to Mayle and not reasonably discoverable during ordinary pre-lease diligence absent a specific reason to suspect nondisclosure by the property owner;

(b) Finke personally conducted the tour, personally directed Mayle's attention to the fire pump room, and personally made affirmative representations about the fire protection system's operability, thereby assuming control over the flow of information and creating an obligation to disclose all material facts bearing on those representations;

(c) the facts concealed concerned life-safety systems whose condition was directly material to Mayle's decision to execute the Personal Guaranty and transfer personal Bitcoin, and Finke knew this because he personally designated himself as the Bitcoin exchange intermediary under Lease ¶26D; and

(d) Mayle's reliance on Finke's representations was objectively reasonable given Finke's role as the property owner who bore non-delegable legal duties to know the condition of the fire suppression system under NFPA 25 and Chicago Municipal Code § 13-76-120.

Connick v. Suzuki Motor Co., 174 Ill. 2d 482, 496, 500 (1996).

49. Finke actively concealed the following material facts from Mayle:

(a) That violation FP2148 had been cited August 11, 2016 and had never been closed or cured;

(b) That the fire pump had documented "NO POWER" violations on three separate DOB inspections in 2013;

(c) That the last passed witnessed performance test of the fire pump was September 29, 2015 — more than six years before the pre-lease tour;

FILED DATE: 6/4/2026 1:43 PM 2022L010246

(d) That the Chicago Fire Department had issued a formal Second Notice on May 4, 2021 — five months before the tour — demanding immediate action on the fire pump and declaring it past due for inspection since September 1, 2018;

(e) That no licensed contractor had ever been engaged to perform mandatory ITM on the fire pump or sprinkler system during the entire period of GP's and Finke's ownership;

(f) That the Property's fire suppression system was in a condition that made the building uninsurable for commercial property coverage—a fact within Finke's actual or imputed knowledge as owner and sole holder of the power of direction over the trust property, who bore a non-delegable duty under NFPA 25 and Chicago Municipal Code § 13-76-120 to know and maintain the condition of all fire protection systems. This fact was confirmed by Acuity Insurance Company's independent loss control inspection conducted October 22, 2021—just 21 days after Lease execution—in which the inspecting representative determined that the operability of the sprinkler system could not be confirmed and rated the building a Grade 1, the worst possible rating, leading to mid-term cancellation regardless of premium payment (see Exhibit T). The uninsurable condition of the building pre-existed Lease execution and was a direct and foreseeable consequence of Finke's nine-year failure to perform mandatory ITM;

(g) That the fire department connection (FDC) for the sprinkler system was stuffed with trash, indicating the system had not been maintained (*see* Exhibit T); and

(h) That the roof had been patched without DOB plans, without permits, and without licensed contractors, and was in a state of chronic deterioration confirmed by the June 17, 2022 Conservation Complaint inspection (Exhibit H)—and that the representation that the roof was "new" was false. *See also* Exhibit M (pre-fire roof condition).

50. The concealment was active, not passive. Finke did not merely fail to volunteer informa-

FILED DATE: 6/4/2026 1:43 PM 2022L010246

tion; he affirmatively walked Mayle through the fire pump room, pointed out the fire pump, and represented it as operational — directing Mayle's attention to the specific equipment that was the subject of an open, government-noticed compliance failure — while withholding every material fact about its actual condition.

51. Mayle had no obligation to independently investigate or distrust Finke's affirmative representations. While DOB inspection records are publicly searchable, a prospective tenant being personally walked through fire protection equipment by the property owner — who affirmatively represents that system to be operational — has no reason to independently verify the owner's own statements against government databases. The CFD Second Notice and the Acuity cancellation were not publicly accessible at all. Reliance on a landlord's affirmative representations during a property tour is objectively reasonable as a matter of Illinois law. Connick v. Suzuki Motor Co., 174 Ill. 2d 482, 496, 500 (1996); Zimmerman v. Northfield Real Estate, Inc., 156 Ill. App. 3d 154 (1st Dist. 1987).

52. As a direct and proximate result of Finke's active concealment, Mayle suffered the damages described in Paragraph 44 above.

53. **WHEREFORE**, Plaintiff Kenneth Mayle requests judgment against Defendants GP Opportunity Fund, LLC, G.P. Opportunity Corp., and Bryon Finke, jointly and severally, for:

    (a) Compensatory damages in an amount to be proved;

    (b) Rescission of the Personal Guaranty;

    (c) Punitive damages for willful and wanton concealment of known life-safety deficiencies;

    (d) Prejudgment interest; and

    (e) Such other and further relief as this Court deems just and proper.

COUNT III — CONVERSION

(Against Defendant Bryon Finke, Individually)

FILED DATE: 6/4/2026 1:43 PM 2022L010246

54. Plaintiff incorporates by reference Paragraphs 1 through 53 as though fully set forth herein.

55. Mayle had an absolute and unconditional right to possession of the approximately 3.5 Bitcoin transferred from his personal cryptocurrency wallet to a wallet designated by Finke personally pursuant to Lease § 26(D). The BTC was Mayle's personal property. It was not transferred from any 30DD account. It was not transferred to any GP Opportunity Fund, LLC corporate account. The transaction was between Mayle as an individual and Finke as a personally named intermediary.

56. Finke's designated role under Lease § 26(D) was as a "Bitcoin to USD exchange" — i.e., as an intermediary who would convert the BTC to U.S. dollars and apply the proceeds as rent and security deposit. In that capacity, Finke held the BTC as a designated exchange agent or escrow holder, not as its beneficial owner.

57. The BTC constitutes specific, identifiable personal property capable of supporting a conversion claim. On October 1, 2021, Finke personally provided his Bitcoin wallet addresses 3KgaUcjdk6aZeKXzdGiimTm9wqLWWukd1U and 3KtMNqBnHQM2EfrXolyASZWeT1ZMEuEBFo to Brad Behmer, who forwarded them to Mayle (*see* Exhibit R). Blockchain records confirm that wallet `3KgaUcjdk6aZeKXzdGiimTm9wqLWWukd1U` received 3.56431739 BTC and that all confirmed outputs from that wallet were fully spent — to wallets controlled by Finke or his designees — with no unspent outputs remaining (*see* Exhibit R). Because the BTC was transferred to Finke's personally designated wallet, not to any GP Opportunity Fund, LLC corporate account, the BTC constitutes Mayle's specific personal property wrongfully retained by Finke individually. The second wallet address (3KtMNqBnHQM2EfrXolyASZWeT1ZMEuEBFo) provided by Finke was an alternate Finke-controlled address; no Bitcoin was transmitted to that address by Mayle. *In re Thebus*, 108 Ill. 2d 255, 261 (1985) (specific chattel required for conversion).

58. Demand and return were and remain futile. The Property was destroyed by fire on

FILED DATE: 6/4/2026 1:43 PM 2022L010246

February 6, 2023. The Lease has failed of its essential purpose. Finke has never tendered return of the BTC or its USD equivalent, has never rendered any accounting, and has taken the position in this litigation that the BTC was properly applied as rent. Under these circumstances, no formal demand is required as a predicate to a conversion claim, or in the alternative, this Complaint constitutes such demand as of its filing date.

59. Finke has wrongfully and without authorization retained the BTC — or its USD equivalent — and has failed to account for, return, or credit the BTC or its proceeds to Mayle following the failure of the Lease, the destruction of the Property, and the rendering of the premises uninhabitable.

60. To the extent the Lease and Guaranty are void, voidable, or rescinded — whether by reason of 30DD's non-existence at the time of execution, Finke's fraudulent inducement, GP's lack of authority to lease trust property, or the Property's uninhabitable condition — Finke has no legal basis to retain the BTC or its USD equivalent. His retention constitutes an unauthorized assumption and exercise of ownership over Mayle's personal property, adverse to Mayle's rights. *Loman v. Freeman*, 229 Ill. 2d 104, 127 (2008).

61. In the alternative, even if the Lease is deemed enforceable, Finke received the BTC in a named intermediary capacity and was obligated to account for the proceeds. His failure to account for, return, or apply the BTC as agreed constitutes wrongful dominion over Mayle's property and supports a conversion claim independent of any Lease rescission theory.

    Unlike the intangible digital credentials at issue in Z's IT Consulting Services, Inc. v. Hunt Law Group, LLC, 2024 IL App (3d) 230333 (appeal pending, Ill. S. Ct. No. 131446), Bitcoin is a fungible commodity transferred as a specific, quantifiable, and blockchain-traceable asset to a personally designated wallet address confirmed by Finke himself. See Exhibit R. Regardless of the outcome of that pending appeal, the distinction holds: Bitcoin transferred to a personally designated wallet address confirmed by Finke himself is identifiable and segregable in a way that intangible digital credentials are not.

FILED DATE: 6/4/2026 1:43 PM 2022L010246

The 3.56431739 BTC received at wallet address 3KgaUcjdk6aZeKXzdGiimTm9wqLWWukd1U constitutes an identifiable and segregable *res*—not a general debt—and all confirmed outputs from that wallet have been fully spent to wallets controlled by Finke or his designees, with no unspent outputs remaining. *In re* Thebus, 108 Ill. 2d 255, 261 (1985) (specific chattel required for conversion); Loman v. Freeman, 229 Ill. 2d 104, 127 (2008). The BTC is thus tangible in effect and traceable in fact, distinguishing it from intangible property incapable of identification or segregation.

62. As a direct and proximate result of Finke's conversion, Mayle has been damaged in an amount equal to the value of approximately 3.5 Bitcoin at the time Finke's possession became wrongful—whether measured at the time of transfer, at the time the Lease failed, or at the time of this filing—plus legal interest from that date to the date of judgment. In the alternative, to the extent a constructive trust is imposed, Mayle is entitled to the current fair market value of the BTC or its traceable proceeds, whichever is greater.

63. **WHEREFORE**, Plaintiff Kenneth Mayle requests judgment against Defendant Bryon Finke, individually, for:

    (a) Compensatory damages equal to the value of approximately 3.5 Bitcoin at the time of conversion, plus legal interest from the date of transfer to the date of judgment;

    (b) In the alternative, imposition of a constructive trust on the BTC or its traceable proceeds and an award of current fair market value if greater than the time-of-conversion measure;

    (c) Punitive damages for willful and wanton retention of Mayle's personal property obtained through fraudulent inducement;

    (d) Prejudgment interest from the date of transfer; and

    (e) Such other and further relief as this Court deems just and proper.

FILED DATE: 6/4/2026 1:43 PM 2022L010246

COUNT IV — DECLARATORY JUDGMENT: PERSONAL GUARANTY VOID OR UNENFORCEABLE

(Against Defendants GP Opportunity Fund, LLC, G.P. Opportunity Corp., and Bryon Finke, Individually)

64. Plaintiff incorporates by reference Paragraphs 1 through 63 as though fully set forth herein.

65. An actual and justiciable controversy exists between Mayle and Defendants regarding the enforceability of the Personal Guaranty. GP has filed a counterclaim asserting breach of the Personal Guaranty and seeks money damages from Mayle individually. Mayle contends that the Personal Guaranty is void or unenforceable on one or more of the following independent grounds:

    (a) *Void ab initio — nonexistent Tenant.* The Lease names "30 Degree Design LLC" as Tenant. 30DD did not legally exist as an Illinois LLC at the time of Lease execution on October 1, 2021. A guaranty of the obligations of a nonexistent entity is a guaranty of nothing. *Polloway v. Glinz*, 107 Ill. App. 3d 1095 (1st Dist. 1982); 805 ILCS 180/5-1.

    (b) *Void or voidable — lack of landlord authority.* GP Opportunity Fund, LLC had no documented beneficial interest in the Property at the time of Lease execution. Legal and equitable title was held in Chicago Title Land Trust No. 8002378806 for the benefit of G.P. Opportunity Corp. No assignment of beneficial interest, corporate resolution, or other documentation establishing GP Opportunity Fund, LLC's authority to lease the Property has ever been produced. Chicago Title Land Trust Company produced its records pursuant to subpoena, and those records contain no assignment of beneficial interest, no amendment to the trust agreement, and no documentation of any kind granting GP Opportunity Fund, LLC any interest in or authority over the Property (*see* Exhibit S). A Lease executed by a party without authority to bind the beneficial owner of the leased

FILED DATE: 6/4/2026 1:43 PM 2022L010246

property does not give rise to enforceable Guaranty obligations.

(c) *Voidable — fraudulent inducement.* As set forth in Count I, the Guaranty was procured by Finke's fraudulent misrepresentations concerning the fire protection system and the roof condition. A guaranty procured by fraud is voidable at the election of the guarantor. *Mid-America Fed. Sav. & Loan Ass'n v. Kostelny*, 170 Ill. App. 3d 833 (1st Dist. 1988).

(d) *Unenforceable — failure of consideration.* The consideration for the Guaranty was Mayle's personal inducement to secure the Lease for a Tenant (30DD) that did not exist and for a Property that was uninhabitable, uninsurable, and incapable of serving its intended commercial purpose. Where the subject matter of the underlying obligation fails entirely, the Guaranty fails with it.

(e) *Unenforceable — no ratification after 30DD formation.* After 30DD was organized on January 26, 2022, no party sought or obtained ratification of the October 1, 2021 Lease. Without ratification, the Lease remains an obligation of a pre-formation entity and the Guaranty of that obligation remains unenforceable.

66. Pursuant to 735 ILCS 5/2-701, Mayle is entitled to a declaration of his rights and obligations with respect to the Personal Guaranty, and specifically a declaration that the Personal Guaranty is void, voidable, or otherwise unenforceable as against him individually on one or more of the grounds set forth above.

67. **WHEREFORE**, Plaintiff Kenneth Mayle requests that this Court enter a declaratory judgment:

(a) Declaring the Personal Guaranty void ab initio by reason of the Tenant's non-existence at the time of Lease execution;

(b) In the alternative, declaring the Personal Guaranty voidable and rescinded by reason of Finke's fraudulent inducement;

(c) In the alternative, declaring the Personal Guaranty unenforceable by reason of GP Opportunity Fund, LLC's lack of authority to execute the Lease as to property

FILED DATE: 6/4/2026 1:43 PM 2022L010246

beneficially owned by a different entity;

(d) In the alternative, declaring the Personal Guaranty unenforceable by reason of failure of consideration; and

(e) Awarding Mayle his costs and such other and further relief as this Court deems just and proper.

COUNT V — UNJUST ENRICHMENT / RESTITUTION IN THE ALTERNATIVE

(Against Defendant Bryon Finke, Individually, and Against GP Opportunity Fund, LLC and G.P. Opportunity Corp., in the Alternative)

68. Plaintiff incorporates by reference Paragraphs 1 through 67 as though fully set forth herein. This Count is pleaded in the alternative to Counts I through III pursuant to 735 ILCS 5/2-613(b) and does not constitute a waiver of any legal claim. The unjust enrichment alleged herein is not a tenant claim arising from the lease relationship; it is a personal restitution claim grounded in fraud and arising from the transfer of Mayle's personal property (Bitcoin) by Mayle individually to Finke individually, independent of any obligation owed by 30DD as Tenant.

69. Mayle transferred approximately 3.5 Bitcoin from his personal cryptocurrency wallet to a wallet designated by Finke personally, pursuant to Lease § 26(D), at or near the time of Lease execution in October 2021. The BTC represented prepaid rent and security deposit totaling approximately 18 months' prepaid rent plus a 6-month security deposit.

70. Finke received and retained the BTC. To the extent the BTC was received by Finke as an intermediary, exchange agent, or escrow holder under Lease § 26(D), and was subsequently converted to U.S. dollars and applied to the benefit of GP Opportunity Fund, LLC or G.P. Opportunity Corp., all Defendants received and retained a benefit conferred by Mayle.

71. The benefit was conferred under circumstances rendering its retention unjust, including:

(a) The Lease was executed on behalf of a Tenant that did not legally exist;

(b) The Lease was executed by a Landlord that had no documented beneficial interest

FILED DATE: 6/4/2026 1:43 PM 2022L010246

in the Property;

(c) The Lease was induced by Finke's fraudulent misrepresentations concerning the fire protection system and the roof;

(d) The Property was uninhabitable, uninsurable, and incapable of serving its intended commercial purpose at the time of Lease execution, as confirmed by the Acuity loss control report dated October 22, 2021 — 21 days after Lease execution (*see* Exhibit T); and

(e) The leased premises were destroyed by fire on February 6, 2023, the direct and foreseeable consequence of fire protection deficiencies that Finke actively concealed from Mayle.

72. Defendants have retained the benefit of Mayle's BTC transfer without providing the bargained-for consideration — a habitable, insurable, code-compliant commercial premises with an operational fire protection system — and without any legal or equitable basis to retain it.

73. No adequate remedy at law exists to the extent that: (a) the Lease is found void or unenforceable and legal remedies are unavailable or incomplete; or (b) the conversion claim of Count III is limited by the characterization of the BTC transfer as a contractual payment rather than a direct personal property taking.

74. The reasonable value of the benefit conferred by Mayle on Defendants is the value of approximately 3.5 Bitcoin, measured at the time of transfer or at current fair market value, whichever is greater, plus the time value of money from the date of transfer to the date of judgment.

75. **WHEREFORE**, Plaintiff Kenneth Mayle requests judgment against Defendants Bryon Finke, GP Opportunity Fund, LLC, and G.P. Opportunity Corp., jointly and severally in the alternative, for:

(a) Restitution in the amount of the reasonable value of the benefit conferred, equal to the value of approximately 3.5 Bitcoin at the time of transfer or at current

FILED DATE: 6/4/2026 1:43 PM 2022L010246

market value, whichever is greater;

(b) Imposition of a constructive trust on the BTC or its traceable proceeds in Finke's hands;

(c) Prejudgment interest from the date of transfer; and

(d) Such other and further relief as this Court deems just and proper.

V. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Kenneth Mayle, individually, respectfully prays for judgment against Defendants GP Opportunity Fund, LLC, G.P. Opportunity Corp., and Bryon Finke, jointly and severally as the law and facts permit, and against Defendant Chicago Title Land Trust Company, as Trustee, solely for equitable relief as set forth below, as follows:

1. **Compensatory damages** in an amount to be proved, including without limitation:
   (a) The value of approximately 3.5 Bitcoin transferred from Mayle's personal wallet to Bryon Finke, measured at the time of transfer and at current fair market value, whichever is greater;
   (b) All consequential damages proximately caused by Finke's fraudulent inducement and active concealment, in an amount to be proved; and
   (c) All out-of-pocket costs and expenses incurred by Mayle in connection with the Lease, the Guaranty, and the destruction of the Property on February 6, 2023.
2. **Rescission** of the Personal Guaranty executed by Kenneth Mayle, and a declaration that Mayle has no further personal liability thereunder.
3. **Declaratory judgment** pursuant to 735 ILCS 5/2-701:
   (a) Declaring the Personal Guaranty void ab initio by reason of the Tenant's non-existence at the time of Lease execution;
   (b) In the alternative, declaring the Personal Guaranty voidable and rescinded by reason of Finke's fraudulent inducement;
   (c) In the alternative, declaring the Personal Guaranty unenforceable by reason of

FILED DATE: 6/4/2026 1:43 PM 2022L010246

GP Opportunity Fund, LLC's lack of authority to execute the Lease as to property beneficially owned by a different entity; and

(d) In the alternative, declaring the Personal Guaranty unenforceable by reason of failure of consideration.

4. **Restitution and disgorgement** of all benefits unjustly retained by Defendants, including the value of approximately 3.5 Bitcoin or its highest U.S. dollar equivalent from the date of transfer to the date of judgment.
5. **Constructive trust** imposed over the approximately 3.5 Bitcoin transferred by Mayle, or its traceable proceeds, for Mayle's benefit, and an order directing Finke to account for and surrender all such proceeds.
6. **Equitable lien** on the Property located at 4714–18 (sometimes stated 4700-4744) W. Lake Street, Chicago, Illinois 60644 (PIN 16-10-301-011), held in Chicago Title Land Trust No. 8002378806, as Trustee, to secure repayment of the approximately 3.5 Bitcoin transferred by Mayle and any judgment entered herein, to the extent necessary for complete relief. No affirmative money judgment is sought against Chicago Title Land Trust Company in its capacity as Trustee.
7. **Punitive damages** against Defendants GP Opportunity Fund, LLC, G.P. Opportunity Corp., and Bryon Finke, jointly and severally, for willful and wanton fraudulent inducement, active concealment of known life-safety deficiencies constituting a conscious disregard for the rights and safety of Plaintiff, and willful retention of Mayle's personal property obtained through fraud.
8. **Prejudgment interest** on all amounts found due and owing, from the date of the Bitcoin transfer to the date of judgment.
9. **Setoff and recoupment** against any judgment entered on GP Opportunity Fund, LLC's counterclaim, in an amount equal to the value of the approximately 3.5 Bitcoin transferred by Mayle plus any damages awarded herein, such that no net judgment shall enter against Mayle individually until Defendants' obligations to Mayle are fully credited.

FILED DATE: 6/4/2026 1:43 PM 2022L010246

10. **Reasonable attorney fees and costs of suit** pursuant to Lease § 13 (Costs and Expenses of Enforcing Lease), to the extent the Lease or any provision thereof is found enforceable, as Mayle is the non-defaulting party; or in the alternative, as a component of compensatory damages proximately caused by Defendants' fraud in inducing Mayle to execute a Lease containing bilateral fee-shifting provisions that now expose him to liability.
11. **Such other and further relief** as this Court deems just and proper.

EXHIBITS ATTACHED HERETO

Note: Exhibit letters reflect the designations assigned to exhibits in this complaint. Gaps in lettering are intentional and do not indicate omitted attachments.

Exhibit A. Commercial Lease Agreement, 4714A W. Lake Street, Chicago, Illinois, dated on or about October 1, 2021.

Exhibit B. Email from Bryon Finke to Kenneth Mayle dated January 6, 2023, requesting photo identification in connection with the lease agreement and attaching a photograph of Finke's own driver's license, confirming Finke's personal identity and his direct individual communication with Mayle.

Exhibit C. Illinois Secretary of State Entity Search — confirming 30 Degree Design, LLC formation date of January 26, 2022.

Exhibit E. Illinois Secretary of State Entity Search records for GP Opportunity Fund, LLC (File No. 07455321, organized December 28, 2018, managed by Bryon Finke) and G.P. Opportunity Corp. (File No. 72027418), confirming the two entities are legally distinct and that GP Opportunity Fund, LLC is not the beneficial owner of the Property.

Exhibit G. Chicago Fire Department NFIRS Incident Report, Incident No. 23-037-1478-00, fire at 4714 W. Lake Street, February 6, 2023.

Exhibit H. City of Chicago Department of Buildings, Open Violations and Conservation Complaint records, 4700–4714 W. Lake Street, Case No. 664366, dated June 17, 2022 (violations

FILED DATE: 6/4/2026 1:43 PM 2022L010246

CN068014, CN061024, NC2052 — roof work without permits or licensed contractors); all violations status OPEN as of the date of this filing.

Exhibit L. City of Chicago Department of Buildings inspection records — fire pump violation history, Violation FP2148, 2013–2016; CFD Second Notice, May 4, 2021; 39 pages.

Exhibit M. Photographs — pre-fire roof condition; interior fire damage photographs; Google Maps satellite overview, 4700–4714 W. Lake Street, annotated.

Exhibit N. Chicago Title Land Trust Company, Trustee's Deed in Trust, Trust No. 8002378806, recorded November 19, 2018 (Cook County Clerk certified copy, Instrument No. 1832349159).

Exhibit R. Bitcoin escrow payment evidence — Gmail chain dated October 1, 2021 (Finke wallet address confirmation forwarded by Brad Behmer to Kenneth Mayle) and Blockstream blockchain confirmation of 3.56431739 BTC received at wallet `3KgaUcjdk6aZeKXzdGiimTm9wqLWWukd1U`; all outputs fully spent.

Exhibit S. Chicago Title Land Trust Company Trust Agreement, Trust No. 8002378806 — G.P. Opportunity Corp. identified as sole beneficiary; Corporate Resolutions dated October 23, 2018; Affidavit of Late Delivery — Bryon Finke; subpoena and return from Chicago Title Land Trust Company.

Exhibit T. Acuity Insurance Company loss control report, Policy ZL0716, dated October 22, 2021; underwriter correspondence from Hannah Favret, November 8, 2021; and cancellation documentation.

VI. VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

FILED DATE: 6/4/2026 1:43 PM 2022L010246

/s/ Kenneth William Mayle 6-2-2026

Pro Se Plaintiff
1034 N. Karlov Avenue
Chicago, Illinois 60651
(248) 635-7455
ken.mayle@gmail.com

CERTIFICATE OF SERVICE

I, Kenneth William Mayle, certify that on the date Stamped by eFile, I caused a true and correct copy of the foregoing Plaintiff Kenneth Mayle's Fourth Amended Complaint (Individual Claims Only) to be served upon counsel for Defendants by electronic filing through the Cook County eFileIL system, which provides electronic service upon all parties who have filed appearances in this matter, including:

Zachary D. Limbaugh
Limbaugh Law Firm
417 West Superior Street
Chicago, Illinois 60654
Limbaugh@LimbaughLawFirm.com

Attorney for GP Opportunity Fund, LLC, G.P. Opportunity Corp., and Bryon Finke

/s/ Kenneth William Mayle, Pro Se Plaintiff, 6-2-2026