

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

Community Capital Investment
LLC, an Illinois limited liability
company,

Plaintiff,

v.

Door & Window Guard Systems,
Inc., an Illinois corporation;
Regal Mile Ventures, LLC, a
California limited liability
company; and Derek Dudley, an
individual,

Defendants.

Complaint

Community Capital Investment, LLC (“Plaintiff” or “CCI”), by and through its attorneys, Patterson Law Firm, LLC, hereby complains against Defendants Door & Window Guard Systems, Inc. (“DAWGS”), Regal Mile Ventures, LLC (“Regal Mile”), and Derek Dudley (“Dudley”), as follows:

Introduction

1. CCI is the rightful owner of a Chicago landmark, operated by a team that grew up on the South Side and has wide community support.
2. Defendants Dudley and Regal Mile, resentful that CCI refused to simply hand over the reins to them, have resorted to impermissible means to gain control over that landmark.

3. To effectuate their scheme, they recruited DAWGS to break the law by, among other ways, trespassing on CCI's property, destroying it and then clouding CCI's title.

The Parties

4. CCI is, and at all relevant times was, an Illinois limited liability company that transacts business in Cook County.

5. Defendant DAWGS is, and at all relevant times was, an Illinois limited liability company that transacts business in Cook County.

6. Defendant Regal Mile is a limited liability company that transacts business in and owns property in Cook County.

7. On information and belief, Defendant Dudley is, and at all relevant times was, an individual who maintains residences in California and Georgia who conducts business in Cook County.

Venue and Jurisdiction

8. This Court has jurisdiction pursuant to the Illinois constitution.

9. Venue is proper under 735 ILCS 5/2-101 because the events and transactions that give rise to this action occurred in Cook County.

Factual Allegations

10. CCI is a black-owned enterprise that owns the historic property located at 1645 East 79th Street, Chicago, IL 60649 (the "Avalon Regal").

11. CCI is the lawful owner of the Avalon Regal, as its President Jerald Gary purchased the property in 2014.

12. At some point in the mid-2010s, a staff member of Alderman Michelle Harris introduced Mr. Gary to Defendant Dudley.

13. Dudley, on information and belief, spent most of his life in Georgia and California and only returned to Chicago once his out of state restaurant and real estate enterprises failed.

14. In or around 2020, Derek Dudley began his campaign to singlehandedly create the “Hollywood of the Midwest” and set his sights on the Avalon Regal. He recruited Alderman Michelle Harris and her staff members to help him with his goal. Alderman Harris appeared in his promotional videos and news reports, spoke at his events, and championed to get Dudley financial support.

15. Alderman Harris also had public animus with Mr. Gary. Mr. Gary was critical of the Alderman, and she viewed him as a blight on the South Side. Alderman Harris acknowledges a role she played in Mr. Gary’s 2017 arrest, the unlawfulness of which is subject to an ongoing FBI investigation.

16. In the years following the unlawful arrest, she undermined his ownership at every turn, and hoped that CCI would abandon the Avalon Regal to an owner she viewed as an ally.

17. Mr. Gary had no intention of selling the Avalon Regal to Dudley or Regal Mile and communicated that to Dudley.

Dudley recruits DAWGS to sabotage CCI's plans for the Avalon Regal

18. In 2020, Dudley learned that the Avalon Regal was in the midst of a massive construction and renovation project.

19. That project included a contract with DAWGS to install and repair the Avalon Regal's doors and windows. Exhibit 1.

20. The contract was motivated by security concerns. The Avalon Regal is in a high-theft area, and the demands of ongoing construction meant that materials would need to be stored in the theatre overnight. Also, the building needed to be safe from the elements while the restoration efforts were underway.

21. DAWGS therefore agreed to remove Avalon Regal's existing doors which, though valuable, historic artifacts, could not adequately safeguard the building during the restoration. DAWGS also agreed to install more robust security doors. These would be secured with chains and padlocks once work was completed.

22. DAWGS installed a code box to prevent unauthorized access.

23. While CCI tried to make timely payments, it was unable to do so because of the demands of the construction project.

24. DAWGS refused to extend the contract without payment so elected to retake its materials. On January 14, 2021, DAWGS unilaterally scheduled a two-hour window for the following day when it promised to take the following actions:

- a. Reinstall the doors and windows it had previously removed (unless doing so would cause damage); and
- b. Lock the doors when it left the building (if possible).

25. Unfortunately, DAWGS took measures that were far too drastic, including impermissible self-help procedures. DAWGS broke windows and left the Avalon Regal in disarray. It drew undue attention to itself, leading community members to think that the building was being ransacked.

26. DAWGS further failed to reinstall the original landmarked doors that were initially in place to secure the property, even though doing so would not have damaged those doors. Instead of reinstalling them as they promised, DAWGS left the doors strewn about the floor of the lobby, leaving the building completely open and exposed.

27. DAWGS knew that those doors were historic fixtures and that leaving them in such a state would cause irreparable damage.

28. DAWGS further declined to replace its security doors with the original, historic ones that DAWGS had previously removed, even replacing them was possible.

29. DAWGS would later blame “individuals from the surrounding community [that] gained interest and caused [them] to retreat.” Exhibit 2.

30. But DAWGS never saw fit to notify the police about any unrest and did not contact CCI until hours after it had abandoned the Avalon Regal.

31. Because DAWGS left the Avalon Regal unlocked, it was later looted, leaving the Avalon Regal with an estimated \$300,000 in lost equipment.

32. When CCI finally learned that DAWGS had left the Avalon Regal without any protection, it took prompt action to replace the doors on its own.

33. In a hurry to cover up its negligence, DAWGS then returned to the Avalon Regal and clandestinely removed the original historic doors CCI had replaced and then DAWGS restored the security doors it had previously removed and input a new access code on those security doors.

34. Without the new code, CCI agents were unable to enter the Avalon Regal.

35. Mr. Gary telephoned and e-mailed DAWGS to request the access code that would allow CCI to enter the building. Shockingly, a DAWGS agent refused to share the access code even though Mr. Gary had been the main point of contact throughout the project.

36. According to DAWGS, Derek Dudley had called them, claiming to be the rightful owner of the Avalon Regal. DAWGS had given Dudley the code to the Avalon Regal without attempting to verify his unsubstantiated ownership claim.

37. DAWGS had no reason to accept Defendant Dudley's statement as true. CCI had never mentioned any affiliation with Defendant Dudley who had not been included on any correspondence with DAWGS regarding DAWGS' work on the Avalon Regal.

38. Unable to access his own property, Mr. Gary telephoned DAWGS' management team, requesting that they replace the doors with the original historic doors that DAWGS had removed from the property.

39. On January 19, 2021, a DAWGS representative emailed CCI with an incorrect code.

40. Just two days later, on January 21, 2021, Defendants Dudley and Regal Mile sent a letter to Mr. Gary requesting that he transfer ownership to them. Exhibit 3.

41. Their letter called the Avalon a "non-performing asset and liability" and falsely claimed that Mr. Gary "acquired the Avalon Regal Theater for no cost."

42. Mr. Gary declined the offer, telling Dudley in no uncertain terms that CCI would maintain ownership over the Avalon Regal.

43. Shortly after Mr. Gary denied Dudley's offer, DAWGS began leaning on CCI for payment. Mr. Gary refused to pay until DAWGS owned up to its malfeasance and took corrective action.

44. To add insult to injury, DAWGS then encumbered the Avalon Regal with a mechanics lien for \$1,240. Exhibit 4.

45. CCI paid the two outstanding invoices and DAWGS acknowledged receipt.

46. Even though no funds are owed or due, DAWGS has still not removed its lien.

47. By imposing and maintaining the Lien, DAWGS has put forth a false and malicious publication that clouds CCI's property title.

48. On information and belief, Defendants Dudley and Regal Mile advised DAWGS to put a lien on the property so that they could better effectuate their plan to coopt control of the Avalon Regal.

Regal Mile's Promotional Falsehoods

49. Mr. Dudley, undeterred by Mr. Gary's previous emphatic denial to sell the Avalon Regal, told him that "based on conversations [he] had" with government officials that Mr. Gary did not have majority interest in the Avalon Regal, so it was not up to him.

50. When Mr. Gary corrected his misconception, Dudley switched gears and told him that he should sell the Avalon Regal to him. Again, Mr. Gary refused and, for good measure, sent Dudley the amounts he had paid to DAWGS, who confirmed issuing a refund to Derek Dudley for those amounts. Exhibit 5.

51. Although they have no claim to the Avalon Regal, Defendants website boasts a "new vision for the 79th Street Corridor and Regal Theater."

52. It advertises affiliations with the Avalon Regal. The following image comes directly from Regal Mile's website.

**A UNIQUE OPPORTUNITY FOR INNOVATION
OF THE ENTERTAINMENT INDUSTRY
AT THE HISTORIC SITE OF CHICAGO'S
ORIGINAL ENTERTAINMENT HUB AND
HERITAGE THEATER.**



At its peak, in 1960s, The Avalon Regal Theater served the surrounding neighborhood community as an epicenter for Black entertainment.



Until 2013, the 79th Street Sears housed one of the "oldest continually operating" Sears stores in Chicago. The building was designed with a "signature tower," also found at its former Lawrence Avenue location in Lincoln Square and others built in the 1920s.



The Regal Theater and 79- Street Corridor is a unique, historic and convenient location at the heart of the South Side.



REGAL MILE STUDIOS will bring a state-of-the-art film and tv production campus to South Chicago. It will provide the area with quality job opportunities and accelerate the transformation of the neighborhood into a social and cultural hub.

53. The problem for Regal Mile is that it does not own the Avalon Regal or indeed any property on the 79th Street Corridor.

54. Still, Dudley has continued to spread misinformation about an ownership interest in the Avalon Regal that he has never had.

55. He holds out Regal Mile as a historic icon to try to inure community members that would otherwise be hostile to outsiders.

56. Its false representations not only mislead investors, but they also serve to cloud CCI's title.

**Count I
810 ILCS 5/2A-525(3) (Against Defendant DAWGS)**

57. CCI restates and incorporates the allegations in Paragraphs 1–56 as though fully set forth herein.

58. When DAWGS elected to repossess its materials from the Avalon Regal, it had a duty to act without breaching the peace. 810 ILCS 5/9-609.

59. Because the windows and doors were enclosed to exclude trespassers, they could only be accessed by a breach of the peace.

60. DAWGS breached the peace by, without limitation, breaking the windows and trespassing to repossess its collateral.

61. CCI performed all obligations under the contract.

62. As a direct and foreseeable result of Defendant's breach of the peace and wrongful repossession, CCI has suffered damages.

WHEREFORE, CCI respectfully requests that this Court grant damages against DAWGS and grant such other and further relief as is deemed necessary and just.

Count II
Negligence (Against Defendant DAWGS)

63. CCI restates and incorporates the allegations in Paragraphs 1-56 as though fully set forth herein.

64. At all relevant times, DAWGS was obligated to exercise reasonable care.

65. DAWGS failed to take due care by, without limitation:

- a. Failing to verify that an individual claiming ownership over the Avalon Regal was in fact authorized to claim that ownership;
- b. Failing to properly secure the Avalon Regal;

- c. Failing to timely notify CCI that it had removed the doors from the Avalon Regal;
- d. Failing to inform the police about the imminent threat of property damage to the Avalon Regal; and
- e. Otherwise failing to ex
- f. ercise reasonable care.

66. As a direct and proximate result of its failure to exercise due care, CCI has suffered damages.

WHEREFORE, CCI respectfully requests that this Court enter judgment in its favor and against Defendants, granting damages, attorney fees and costs and such other and further relief as is deemed necessary and just.

**Count III
Civil Trespass (Against DAWGS)**

67. CCI restates and incorporates the allegations in Paragraphs 1–56 as though fully set forth herein.

68. At all relevant times, CCI had a property interest in the Avalon Regal, including the right to exclusive access.

69. Defendant DAWGS, through its agents, undertook negligent or intentional acts that invaded that property interest.

WHEREFORE, CCI respectfully requests that this Court grant damages and such other and further relief as it deems necessary and just.

Count V
Civil Trespass (against Defendant Dudley)

70. CCI restates and incorporates the allegations in Paragraphs 1–56 as though fully set forth herein.

71. At all relevant times, CCI had a property interest in the Avalon Regal, including the right to exclusive access.

72. Defendant Dudley undertook negligent or intentional acts that invaded that property interest.

WHEREFORE, CCI respectfully requests that this Court grant damages and such other and further relief as it deems necessary and just.

Count VI
Civil Conspiracy (against all Defendants)

73. CCI restates and incorporates the allegations in Paragraphs 1–56 as though fully set forth herein.

74. Defendants conspired to commit trespass on the Avalon Regal, cloud its title and file an improper mechanics lien against CCI.

75. Defendants committed overt acts to advance that conspiracy.

76. As a result of Defendants' conspiracy, CCI has suffered damages.

WHEREFORE, CCI respectfully requests that this Court grant damages and such other and further relief as it deems necessary and just.

Count VII
Consumer Fraud and Deceptive Trade Practices Act (against
Defendants Dudley and Regal Mile)

77. CCI restates and incorporates the allegations in Paragraphs 1–56 as though fully set forth herein.

78. At all relevant times, Defendants Dudley and Regal Mile have engaged in deceptive trade practices including, without limitation:

- a. Representing that their goods or services have sponsorship, approval, characteristics that they do not have;
- b. Representing that Derek Dudley has a sponsorship, approval, status, affiliation or connection that he does not have;
- c. Advertising goods or services with intent not to sell them as advertised; and
- d. Engaging in other conduct that creates a likelihood of confusion or misunderstanding.

79. CCI has been harmed by these unlawful practices and suffered damages, in an amount to be proven at trial.

WHEREFORE, CCI respectfully requests that this Court grant damages and such other and further relief as it deems necessary and just.

Count VIII
Release of Mechanics Lien (against Defendant DAWGS)

80. CCI restates and incorporates the allegations in Paragraphs 1–56 as though fully set forth herein.

81. At all relevant times, DAWGS was a contractor that furnished labor and materials for the Avalon Regal.

82. Based on the damage DAWGS caused by its impermissible self-help tactics, there existed a good faith dispute about the amount it was owed for its services.

83. DAWGS therefore lacked reasonable cause in filing its mechanics lien.

84. Moreover, CCI has paid DAWGS all invoices that it owes to DAWGS, yet DAWGS has not yet released its lien.

WHEREFORE, CCI respectfully requests that this Court award it damages against DAWGS, including attorney fees and incidental costs pursuant to 770 ILCS 60/17(c), and grant such other and further relief as is deemed necessary and just.

**Count IX
Slander of Title (against Defendant DAWGS)**

85. CCI restates and incorporates the allegations in Paragraphs 1–56 as though fully set forth herein.

86. CCI is the sole owner of the Avalon Regal.

87. By publicizing a lien when it is not owed any money, DAWGS has made false and malicious publication of words that disparage CCI's title to property.

88. As a direct and proximate result of his efforts to cloud title, CCI has suffered special damages.

WHEREFORE, CCI respectfully requests that this Court grant damages and such other and further relief as it deems necessary and just.

Count X
Slander of Title (against Defendants Dudley and Regal Mile)

89. CCI restates and incorporates the allegations in Paragraphs 1–56 as though fully set forth herein.

90. By using the image and likeness of CCI’s agents to promote its initiatives and falsely alleging that CCI is not the owner of the Property, Defendant Dudley has made false and malicious publication of words that disparage CCI’s title to property.

91. As a direct and proximate result of his efforts to cloud title, CCI has suffered special damages.

WHEREFORE, CCI respectfully requests that this Court grant damages and such other and further relief as it deems necessary and just.

Count XI
Declaratory Judgment (against Defendants Dudley and Regal Mile) (in alternative to the above counts)

92. CCI restates and incorporates the allegations in Paragraphs 1–56 as though fully set forth herein.

93. CCI has a valid legal interest in preserving its exclusive rights to the Avalon Regal.

94. By using the image and likeness of CCI's agents to promote its initiatives and falsely alleging that CCI is not the owner of the Property, Defendants Dudley and Regal Mile have opposing interests.

95. A controversy exists because Dudley and Regal Mile intend to continue claiming rights and interests in the Avalon Regal that they do not have.

96. Resolution of this issue will, in whole or in part, terminate the controversy giving rise to this proceeding.

WHEREFORE, CCI respectfully requests that this Court enter an order declaring as follows:

- 1) That Defendants Dudley and Regal Mile have no interest in the Avalon Regal; and
- 2) That Defendants Dudley and Regal Mile may not use the names or photographs of the Avalon Regal or its owners in any of their marketing campaigns.

Dated: July 14, 2023

Respectfully submitted,

/s/ David L. Sanders

David Sanders
Patterson Law Firm, LLC
200 W. Monroe St., Suite 2025
Chicago, IL 60606
Ph: 312-223-1699
Fx: 312-223-8549
dsanders@pattersonlawfirm.com
Firm Id# 45052
Attorney for Plaintiff

EXHIBIT 1

**Door and Window Guard Systems, Inc.
Rental Agreement**

This Rental Agreement (the "Agreement" or "Lease") is hereby incorporated by this reference as the Terms and Conditions in connection with any equipment rented from Door and Window Guard Systems, Inc. ("DAWGS").

Whereas, 'Leased Equipment' shall mean the security doors, screens, lights and materials to be supplied on rental, and:

Whereas "Lessee" shall mean the person, firm or company to be supplied with the Leased Equipment by DAWGS.

Now therefore, the DAWGS and Lessee agree that the leasing of the Leased Equipment shall be governed by the terms and conditions contained herein.

1. Lease Commencement, Termination and Orders. The Lease of Leased Equipment commences upon receipt by DAWGS of a written or verbal order (Order) from the proposed Lessee. All replacement or additions to Leased Equipment shall also be subject to the terms and conditions set forth herein without the need for any written order unless requested by the DAWGS. Lessee's request to remove Leased Equipment from Lessee's site or to terminate the Agreement may be initiated by a verbal request by Lessee, but must be followed up with a written confirmation submitted to DAWGS within 2 days of the initial request in order to be considered valid. All Orders must be in writing between DAWGS and Lessee.

2. Term. The Lease shall remain in effect until the later of (a) the date specified on the written Order; of (b) the date the Leased Equipment is returned to DAWGS or (c) if the Lessee fails to pay any amounts due for the Leased Equipment, the date the leased Equipment is removed by DAWGS. The expiration or termination of the Lease shall not affect Lessee's obligations hereunder. It is Lessee's responsibility to notify DAWGS within 2 weeks of the end of the term to arrange for removal of the Leased Equipment. If no such notice is provided, the term shall automatically renew for 1 month increments, and at 1 month rental rates, subsequent to the end of the initial term, unless the parties have agreed otherwise in writing.

3. Rental, Installation and Removal Charges. Lessee shall pay the rental and installation charges for the Leased Equipment in the amounts and on the dates set forth in the Order attached hereto or supplied to Lessee. Equipment charges are based on the actual quantity of window guards and / or doors deployed. Actual quantities of window guards installed may differ from the original Order, and any variances shall be credited or charged to Lessee as necessary. Rental rates are deemed accepted by the Lessee upon commencement of the Agreement, or installation on the property, whichever occurs first. Installation charges, including minimum costs are based on the number of visits made. If the installation cannot be performed due to means beyond DAWGS control, a charge for the visit will still be assessed per the rates set forth in Section 20, Service Rates of this Agreement. Rental fees, installation and removal fees are charged as set forth in the Order signed by DAWGS and Lessee and will be invoiced and due at the commencement of the Term specified by the Order, including renewal terms. In the event the Leased Equipment is removed from the site prior to termination of the full Term per the Order, any unexpired rental periods are non-refundable, and the Lease is deemed to be terminated. DAWGS accepts no responsibility for inaccuracies or misunderstandings arising through verbal orders, instructions or other information provided by telephone by the Lessee, its employees or agents.

4. Failure to Pay. Where Lessee fails to pay per the terms of the written Order signed by both parties, DAWGS may recover the Leased Equipment without any notice to Lessee. DAWGS shall have the right, using all reasonable means to enter any premises on which the Leased Equipment may be located and take possession of the Leased Equipment thereof without any liability to DAWGS, including liability for damage to property resulting at the time of removal (or thereafter) of the Leased Equipment.

5. Security Deposit. DAWGS may demand a security deposit from the Lessee in any case where the Lessee does not have an existing credit account with the DAWGS. Such deposit shall be held as security against the return of the Leased Equipment in substantially the same condition as delivered to Lessee minus normal wear and tear, and, unless DAWGS so agrees, no part of the deposit will be available to satisfy the amounts due under the Lease. At the termination of the Lease, DAWGS will refund the deposit less any amounts owed by the Lessee under this Lease including amounts to repair or replace Leased Equipment damaged or lost due to the negligent or reckless act of the Lessee. Lessee is required to obtain a printed receipt from DAWGS for the amount deposited, and no deposit will be refunded without the production of such a receipt. The DAWGS reserves the right to apply any deposits it received against any unpaid balance due for any of Lessee's accounts with DAWGS.

6. Payment Terms. Payment shall be made by Lessee per the terms of the Order(s) signed by both Lessee and DAWGS. In the absence of any other language to the contrary, payment terms for all Orders shall be due prior to the commencement of installation unless otherwise agreed to by the parties per the terms of a written Order signed by both parties. In the event Lessee fails to pay per the terms of the Order, Lessee shall reimburse DAWGS all costs and expenses (including but not limited to legal costs) incurred in the collection of any overdue amounts. If a check is returned to DAWGS by the Lessee's bank for non-sufficient funds a charge of \$25 will be made. Lessee hereby authorizes DAWGS to charge Lessee's credit card on file to settle all unpaid invoices in the event that such invoices are delinquent, and / or in the event that Lessee has sold the property without notifying DAWGS to remove the Leased Equipment.

7. Inspection and Warranties. DAWGS agrees to take all reasonable steps to ensure that the Leased Equipment is in working condition as of the date of its delivery to the Lessee. Nevertheless, the Lessee is responsible for inspecting the Leased Equipment and satisfying itself as to its fitness for the particular purpose in which it is employed. DAWGS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OF THE LEASED EQUIPMENT OTHER THAN THOSE CONTAINED HEREIN AND LESSEE AGREES THAT DAWGS' LIABILITY FOR ANY FAILURE OF THE LEASED EQUIPMENT, RESULTING IN LOSS DAMAGE OR INJURY DIRECT OR INDIRECT FROM DEFECTIVE MATERIAL FAULTY WORKMANSHIP OR OTHERWISE HOWSOEVER ARISING AND WHETHER OR NOT CAUSED BY NEGLIGENCE SHALL BE LIMITED TO AND NOT EXCEED ONE MONTHS RENTAL FOR ALL SAID LEASED EQUIPMENT.

8. Insurance and Risk of Leased Equipment. The Lessee is responsible for the safe custody of all Leased Equipment and shall insure and keep the same insured against all risks. The Lessee must inform the DAWGS of any discrepancies between Order quantities and delivered quantities of Leased Equipment within 36 hours of delivery. If any Leased Equipment is lost, damaged or stolen while in the possession of the Lessee, the Lessee shall bear the cost of replacement and an additional installation charge. Replacement cost for DAWGS Window Guards is \$200 each, and replacement cost for DAWGS Door Guards is \$1200 each. Rents for any lost, stolen or damaged Leased Equipment shall be due and payable up to and including the day which such loss or theft is discovered and reported to DAWGS. DAWGS reserves the right to inspect their Leased Equipment periodically during the term of the rental period and assess a charge for damaged or lost equipment.

9. Default and Remedies. All Leased Equipment remains the property of DAWGS. The following shall constitute an Event of Default under this Lease: (a) any rent and/or installation charges and/or damaged or lost equipment charges payable under this Lease are in arrears for forty-eight (48)

PROPERTY ADDRESS: _____ CUSTOMER Signature _____ Title _____ Date: _____

hours; (b) Lessee fails to perform an affirmative, non-monetary covenant contained in this Lease; (c) Lessee becomes insolvent and unable to pay its debts as they become due or any case or proceeding under any bankruptcy or insolvency law is commenced with respect to the Lessee and the same is not dismissed within thirty (30) days; (d) the Leased Equipment or any amounts due hereunder become the subject of a lien or other such encumbrance; or (e) the Lessee violates any other terms or conditions contained herein or on any Order. If any such Event of Default occurs, DAWGS may terminate this Lease after giving the Lessee twenty-four (24) hours notice verbally or in writing (no notice period will be given as per section 4 of this Agreement) and thereupon, DAWGS shall have the right, using all reasonable means to enter any premises on which the Leased Equipment may be located and take possession of the Leased Equipment thereof without any liability to DAWGS, including liability for damage to property resulting at the time of removal (or thereafter) of the Leased Equipment. Any failure of the DAWGS to enforce its rights under this Lease shall not be considered a waiver of those rights by DAWGS.

10. **Cleaning Charges.** Every effort is made to deliver Leased Equipment in a clean and working condition. If not so delivered, Lessee must notify DAWGS within forty-eight (48) hours of delivery. If the Leased Equipment is returned dirty, a cleaning charge will be assessed. Particular care must be taken to prevent damage to the leased equipment through the use of cleaning agents on buildings. Any damage from such agents to the leased equipment will be charged to Lessee.

11. **No Equipment Handling by Lessee.** Unless otherwise agreed to in writing and signed by DAWGS on the attached Order, the Lessee, its employees or agents shall not, under any circumstances, move, take down, relocate, dismantle or refit any or all of the Leased Equipment at any time. All handling of Leased Equipment must be performed by DAWGS upon request by Lessee and is subject to the appropriate charges. Any violation of this section by Lessee, its employees or agents shall release DAWGS from all warranties provided herein and from all liability for any damage to the Leased Equipment, Lessee's site, Lessee or any other party. The Lessee shall be liable for all damage or loss of Leased Equipment as a result of being removed by non DAWGS personnel.

12. **Damages from Forced Entry or Installation.** DAWGS or others retained by DAWGS may be required to force entry unto Lessee's site where the Lessee has authorized such action or where necessary for DAWGS to take possession of the Leased Equipment under the provisions of this Agreement. DAWGS shall not be liable for consequences of such forced entry including without limitation any damage to property or glass breakage resulting from such forced entry. Further, DAWGS shall not be responsible or liable for any damage caused to Lessee's property caused during installation or removal of the Leased Equipment by DAWGS. This includes but is not limited to broken glass, damage to paint work, carpets, window frames, walls, doors and floors.

13. **Taxes.** It is the responsibility of DAWGS to collect and remit the appropriate taxes to the applicable taxing agencies as appropriate for this Lease transaction. Lessee is responsible to pay all applicable taxes associated with the Lease transaction and included on DAWGS invoices. Any increase or change in the taxes due in connection with this Lease transaction shall be billed and paid by Lessee within 30 days of receiving such invoice. DAWGS reserves the right to bill retroactively for any taxes due in connection with this Lease transaction, as appropriate. If Lessee is a tax exempt organization, Lessee shall provide DAWGS with proof of its tax exempt status.

14. **No Sublease.** The Lessee shall not sublease the Leased Equipment or transfer this Lease or the equipment to a third party without written consent from DAWGS.

15. **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

16. **Notices.** Written notices shall be deemed received as of the USPS postage mark.

17. **Severability.** If any provision of this Lease is deemed invalid or unenforceable for any reason, all other provisions shall remain in full force and effect.

18. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

19. **Applicability.** Unless otherwise agreed to by DAWGS in writing, the above Terms and Conditions shall apply to all Orders signed by both DAWGS and Lessee. This Agreement shall override in the case of any conflicts between Orders and this Agreement. The execution of Lessee's Order by Lessee shall be deemed acceptance of all terms herein. Rental of all Leased Equipment is subject to the terms and conditions herein and acceptance of Leased Equipment shall automatically bind the TERMS AND CONDITIONS contained herein and those specified on any Order.

20. **Service Rates.** Rates for the following services shall be as follows unless otherwise specified on Lessee's Order:

Service Rates:	
Normal Service Hour Rates (7am to 5pm)	
2 person crew – 1 hour	\$75 / Hour
Emergency Service Hour Rates (5pm to 7am)	
2 person crew – 1 hour	\$120 / Hour

PROPERTY ADDRESS: _____ CUSTOMER Signature _____ Title _____ Date: _____

EXHIBIT 2

On Fri, Jan 15, 2021 at 6:33 PM Jim Glass <jglass@dawgsinc.com> wrote:

Jerald,

Pics 1 and 2 depict the "green" doors that we told you we had to cut down and would not be able to replace. Those can probably be welded back in place.

Pic 3 shows the 2 x 4 door openings on each side of the ticket office. As the project progressed, individuals from the surrounding community gained interest and caused us to retreat. We can return and we can probably rehang the doors in some fashion, but they will need to be secured (bike cables were on them)

Thanks,

Jim Glass

C: 224/558-1106

P: 1-877-88-DAWGS (32947), ext 803

www.DAWGSinc.com

* DAWGS uses 100% American steel and Labor*

3 attachments



pic1.jpeg
1121K



pic2.jpeg
1120K



pic3.jpeg
816K

EXHIBIT 3

ID8 VENTURES, LLC
9460 Wilshire Blvd. Beverly Hills, CA 90210

CONFIDENTIAL

January 21, 2021

Mr. Jerald Gary
Avalon Regal Theater
1645 E. 79th Street
Chicago, IL. 6049

Re: Avalon Regal Theater (the “Property”)

Dear Mr. Gary:

I am pleased to submit to the ownership of Avalon Regal an offer on behalf of ID8 Ventures, LLC and its partners to acquire Avalon Regal Theater. We have quietly followed the evolution of Avalon Regal for a few years and believe now would be an opportune time to transition this non-performing asset and liability off of your balance sheet. We have also followed the challenges you have been facing in protecting the Avalon Regal from further deterioration and believe that we could successfully step in as an acquirer of the theater and allow this landmark to be preserved for future generations.

We are willing to acquire Avalon Regal for a purchase price in the range of \$750,000.00 with the final acquisition price determined upon the conclusion of our due diligence review. We understand that you acquired the Avalon Regal Theater for no cost and understand you may have partners and/or accrued debt. We believe that Avalon Regal Theater is at a critical stage of its lifecycle where it has reached severe deterioration and now will certainly require significant investment of additional capital to prevent its total collapse. We are willing to invest that additional capital and fulfill the community’s desire to rescue the theater from blight. We are willing to move on this acquisition quickly, with a closing targeted for Q2 2021. We are also happy to arrange for you and your partners to have some involvement for a period of time following any consummated transaction.

This letter is intended to summarize the proposed terms of purchase of the Avalon Regal Theater by the Venture (see below) or its affiliate (“Buyer”). For purposes of this letter, Avalon Regal Theater (“Avalon Regal” or “Seller”) means the entirety of the Avalon Regal Theater including the Real Estate, Management and use of its Intellectual Property.

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79th Street Corridor Venture: ID8 Ventures, LLC is collaborating and formally partnering with a well-known developer and a highly experienced institutional investor to acquire, develop and manage assets anchored by its commercial campus in the immediate area (the “Venture”). The Venture has the financial resources for the purchase of the Property without any financing contingencies.

Letter of Intent and Purchase and Sale Agreement: Seller and Buyer will negotiate and enter into a Letter of Intent and Purchase and Sale Agreement, as needed, and other definitive documentation contemplated by this letter, which will be consistent with the terms and conditions outlined herein and otherwise customary for transactions of this size and type, including exclusivity provisions and customary covenants, representation, and warranties.

Purchase Price: The purchase price for the Property will be a price of Seven Hundred Fifty Thousand Dollars (\$750,000), mutually agreed upon by the parties upon the conclusion of due diligence, due and payable in cash at the Closing. To help determine the purchase price, Seller will provide to Buyer Avalon Regal’s liabilities and most recent building condition report.

Deposit: Promptly after execution of the Purchase Agreement, Buyer will deposit Twenty Five Thousand Dollars (\$25,000.00) (the “Deposit”) with an independent third party acceptable to Buyer acting as an escrow agent (“Escrow Agent”), which amount will be placed in an interest-bearing escrow account. After expiration of the Inspection Period, the Deposit will be non-refundable absent Seller’s default, and Buyer will deposit with Escrow Agent additional funds (which also will be placed in such interest-bearing escrow account) so that the Deposit will equal Fifty Thousand Dollars (\$50,000.00). At the Closing, the Deposit and all interest earned thereon will be credited against the Purchase Price.

Closing: Fifteen (15) days after the expiration of the Inspection Period (the “Closing”). It is anticipated that the Closing would occur prior to the end of Q2 of 2021.

Title Insurance and Survey: At the Closing, Seller will convey the Property free and clear of all mortgages, liens, encumbrances, and other title matters except for the following: (i) taxes for the year of Closing and subsequent years; and (ii) matters which do not impair marketability of title to the Property as determined by Buyer. Seller will pay all title insurance premiums and costs associated with the title evidence and survey. The owner’s policy of title insurance will be issued by a title company of Buyer’s choosing.

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Property: The assets for sale are the fee simple interest, free and clear of all debt, liens and encumbrances, in the land and improvements located at the Property.

Contractual Encumbrances: Buyer will acquire the Property free and clear of any management or franchise agreements or any leases other than those specifically agreed to.

Inspection Period: Forty Five (45) days to commence upon the delivery to Buyer of the due diligence information delineated in the Letter of Intent or Purchase and Sale Agreement, as the case may be. Due diligence will include title, survey, environmental inspection, soils, zoning, and other confirmatory matters and will be acceptable to Buyer in its sole discretion.

Other Transaction Expenses: Each party hereto will pay its own attorney's fees and costs. Buyer will pay all costs and expenses associated with any financing for the acquisition of the Property, if applicable. Seller will pay all transfer and bulk sales taxes, recording fees, and other transaction costs. Seller and Buyer will share equally the cost of any escrow fees.

Closing Prorations: Real estate taxes and other customary items will be prorated as of Closing. Real estate tax appeals for periods prior to Closing will be assigned to Seller, and Seller will have no right to consent to settlements of real estate tax appeals.

Post-Closing Access to Avalon Regal Theater: The parties may negotiate terms upon which Jerald Inc and its partners may have a role or continued access to Avalon Regal Theater on a preferred basis for a specified period of time following the Closing.

Confidentiality: The parties will agree that neither the proposed transaction nor any of the terms and conditions of this letter will be disclosed to any third party other than each party's employees, partners, members, financing sources, attorneys, consultants, other advisors, and other parties working on behalf of Buyer needing such information in connection with the transaction or as required by law.


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We believe that this transaction would be mutually beneficial to both parties and would appreciate a response to this offer by January 25, 2021. I would be happy to come to your office to meet with you and your team at your earliest convenience to discuss Avalon Regal and our offer. I look forward to engaging with you and your team. Thank you.

Sincerely,



Derek Dudley
ID8 Ventures, LLC.

cc: Ekwan Rhow, (Bird, Marella, Boxer, Wolfpert, Nessim, Drooks, Linceberg, Rhow)

EXHIBIT 4

before adding to the cart.

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All Document Information

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	Date Recorded:	1/6/2021
	Date Executed:	1/6/2021
	Doc Type:	MECHANICS LIEN
<input type="checkbox"/>	1st Grantor:	DOOR AND WINDOW GUARD SYSTEMS INC
View	1st Grantee:	GARY JERALD
	1st PIN:	20-36-100-001-0000
	1st Address:	1636 E 79TH ST, CHICAGO

<input type="checkbox"/>	Doc Number:	2029122007
	Date Recorded:	10/19/2020
	Date Executed:	3/15/2019
	Doc Type:	JUDGMENT
<input type="checkbox"/>	1st Grantor:	CHICAGO
View		JSJ - COMMUNITY

EXHIBIT 5

From: ah3270@columbia.edu
Sent: January 24, 2021 08:59
To: jglass@dawgsinc.com
Cc: jgary@comcapinv.com
Subject: Re: Refund for D. Dudley for Regal Security Apparatus

Thank you for the update!

On Sun, Jan 24, 2021 at 8:42 AM Jim Glass <jglass@dawgsinc.com> wrote:
Refunded on Friday

On Sun, Jan 24, 2021, 7:38 AM Amy L. Hendershot <ah3270@columbia.edu> wrote:

Good morning Jim,

Can you please let me/ Jerald know when Mr. Dudley should expect to receive his refund from DAWGS? Is there another more appropriate party to check in with regarding this matter?

Thank you,
Amy

On Sat, Jan 23, 2021 at 3:44 PM Jim Glass <jglass@dawgsinc.com> wrote:

I talked to Jerald yesterday

On Sat, Jan 23, 2021, 9:56 AM Amy L. Hendershot <ah3270@columbia.edu> wrote:

Good morning Jim,

Can you please let me know when Mr. Dudley should expect to receive his refund from DAWGS? Is there another more appropriate party to check in with regarding this matter?

I am concerned that since I did not hear any follow up regarding the removal of the equipment as we agreed that this may fall through the cracks.

Thank you,
Amy

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