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

MAX MENDELSON,)
)
Plaintiff,)
)
v.) Case No. 2025L009215
)
RYNE JOSEPH VITUG,)
)
Defendant.)

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VERIFIED COMPLAINT

Plaintiff, MAX MENDELSON, by and through his undersigned attorneys,
complains against Defendant, RYNE JOSEPH VITUG, as follows:

I. THE PARTIES

1. Plaintiff, MAX MENDELSON ("Mendelson"), is an individual and citizen of the State of California.
2. Defendant, RYNE J. VITUG ("Vitug"), is an individual and a citizen of the State of Illinois, whose last known address is 21 Kristin Drive, Apt. 919, Schaumburg, Illinois 60195-3337.

II. Jurisdiction and Venue

3. Jurisdiction in this Court is proper as the Defendant is a citizen of the State of Illinois.
4. Venue in this Court is proper as a portion of the cash advances that are reflected in the Written Agreement were made by Mendelson in Cook County, Illinois.

III. **Claim**

(Count I-Breach of Written Contract)

5. On November 23, 2024, Vitug and Mendelson entered into a written agreement whereby Vitug agreed to repay Mendelson the amount of \$273,700 in monthly installments. ("Written Agreement") (A true and correct copy of the Written Agreement is attached hereto as Exhibit "A" and made a part hereof).
6. The Written Agreement provided that Vitug would make thirty-seven (37) monthly payments totaling \$273,700, to Mendelson.
7. The dates and amounts of the monthly payments due by Vitug to Mendelson are set forth in the Written Agreement.
8. The Written Agreement also provided for liquidated damages in the amount of \$500 per day for everyday payment by Vitug to Mendelson was late.
9. Vitug failed to make the payment of \$7,375 due on December 14, 2024, and has not made any payments due to Mendelson under the Written Agreement since that date.
10. Mendelson is also owed \$13,584.93 by Vitug that has not been paid to him, although Vitug agreed to do so.
11. Vitug is in default to Mendelson under the Written Agreement and otherwise.
12. Mendelson has demanded that Vitug pay the balance due under the Written Agreement and otherwise of \$279,084.93.

13. Notwithstanding those demands, Vitug has failed and refused to pay Mendelson the monies that are owed him under the Written Agreement.

14. Mendelson has performed all duties and responsibilities required of him under the Written Agreement.

WHEREFORE, Plaintiff, MAX MENDELSON, respectfully requests this Court to enter judgment in his favor against Defendant, RYNE JOSEPH VITUG, in the amount of \$279,084.93, plus liquidated damages or, in the alternative, prejudgment interest, and costs, and for such other and further relief as this Court determines necessary and/or proper under the circumstances.

Respectfully submitted.

MAX MENDELSON,
Plaintiff

/s/Daniel J. Voelker
By His Attorney

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Dated: July 22, 2025

EXHIBIT A TO THE VERIFIED COMPLAINT

Date: November 23, 2024

This Debt Agreement ("Agreement") is made and entered into as of November 23, 2024, by and between:

- **Creditor:** Max Mendelson
- **Debtor:** Ryne Vitug

1. Debt Obligations

This Agreement supersedes all prior agreements between the parties but does not include any new debt obligations made in texts after this Agreement is signed. The total debt owed, including obligations from prior agreements and new obligations as specified below, is **\$273,700**, composed of:

1. **Prior Agreement Balance:** \$252,000
2. **Poker Staking Obligations:** \$14,100
3. **Thanksgiving Travel Reimbursement:** \$3,934.32
4. **Flight Pass Cancellation Fee:** \$997
5. **Interest:** \$1,668.68
6. **Penalty:** \$1,000

Total Debt in this Payment Plan: \$273,700

2. Payment Schedule

Payments will be made according to the following schedule:

1. **Initial Payment:** \$8,200 due on **Monday, November 25, 2024**, by 7:00 PM Pacific Time.
2. **36 Equal Payments:** \$7,375 each, starting on **December 14, 2024**, and due on the 14th of each subsequent month. Payments are due by 7:00 PM Pacific time on each due date.

The full schedule of payments is as follows:

1. December 14, 2024
2. January 14, 2025
3. February 14, 2025
4. March 14, 2025
5. April 14, 2025
6. May 14, 2025
7. June 14, 2025
8. July 14, 2025
9. August 14, 2025
10. September 14, 2025
11. October 14, 2025
12. November 14, 2025
13. December 14, 2025
14. January 14, 2026
15. February 14, 2026
16. March 14, 2026
17. April 14, 2026
18. May 14, 2026
19. June 14, 2026
20. July 14, 2026
21. August 14, 2026
22. September 14, 2026

- FILED DATE: 7/22/2025 12:47 PM - 2025-09-24 5
23. October 14, 2026
 24. November 14, 2026
 25. December 14, 2026
 26. January 14, 2027
 27. February 14, 2027
 28. March 14, 2027
 29. April 14, 2027
 30. May 14, 2027
 31. June 14, 2027
 32. July 14, 2027
 33. August 14, 2027
 34. September 14, 2027
 35. October 14, 2027
 36. November 14, 2027

Prepayment and Early Payment:

There is no prepayment penalty nor early payment benefit. Early payments must be made in \$7,375 increments.

3. Travel Obligations

Separate from the above obligations are travel obligations that must be fulfilled by Ryne to Max as agreed upon.

1. Thanksgiving Hotels:

- Ryne must provide hotel room confirmations for Max and his parents' rooms for Thanksgiving by **7:00 PM, Monday, November 25, 2024.**
- If Ryne does not provide the confirmations by this date and time, Max will book the rooms himself, and Ryne must reimburse the full cost plus a **\$750 penalty by 7:00 PM, Sunday, December 1, 2024.**
- If Ryne fails to reimburse by the due date, a **\$500 daily penalty** will be applied until payment is made in full.
- Max strongly urges and needs Ryne to provide confirmation by the due date/time rather than have Max book himself.

2. Christmas Hotel:

- Max has prepaid **\$1,500 to Ryne** for two rooms at the Boca Raton Resort from **December 26 to December 30, 2024.**
- If Ryne does not provide confirmations for these rooms by **9:00 AM, Monday, December 23, 2024,** Max will book the rooms himself.
- The full amount booked, plus the **\$1,500** payment to Ryne, must be reimbursed to Max by **9:00 AM, Thursday, December 26, 2024.**
- A **\$500 daily penalty** will apply if reimbursement is late.
- Max strongly urges and needs Ryne to provide confirmation by the due date/time rather than have Max book himself.

3. Flight Pass:

- The flight pass Ryne sold to Max is being sold back to Ryne and will now expire at the end of **January 2025.**
- Max may use the travel pass for the following flights:
 - **Christmas airfare** for Max and his family (round-trip to Florida).

- **Max's roundtrip flight to Las Vegas for Christmas.**
- **Max's girlfriend's flight (round-trip in January).**
- **Max and his girlfriend's round-trip flights in January.**
- Max will book all flights himself (economy class), with Ryne's approval, and will be reimbursed in total by **7:00 PM, February 1, 2025.**
- A **\$500 daily penalty** will be applied for each day any reimbursement is late beyond this date.

4. Payment Methods

Payments may be made in partial amounts using multiple methods, but all payments for the entire amount due on a specific day must be received at the same time. (the exception being the initial payment of \$8200 may be broken up as long as it's paid in full by the due date/time) Acceptable payment methods include Zelle, Paypal, Cash App, Venmo, Apple Pay, or wire, from Ryne, his parents, or his grandma. Payments using other methods or senders must be pre-approved by Max Mendelson. No fees will be charged to Ryne, including any instant transfer fees. If wire transfer is used, it must cover the full amount. Payments are due by 7:00 PM Pacific Time on the due dates.

5. Late Penalties and Legal Action

A late penalty of **\$500 per day** will be charged if a payment is missed. The full \$500 penalty will accrue daily until the outstanding late amount is paid in full, with no maximum cap on total penalties. If any payments are more than 7 days late, Max Mendelson reserves the right to take any necessary legal actions to recover the debt to the fullest extent, including but not limited to hiring legal counsel, reporting to authorities, or taking other aggressive legal measures for collection.

6. Governing Law

This Agreement is governed by the laws of the State of California.

Signatures:

Max Mendelson, Creditor

Signature: _____

Date: 11/23/24

Ryne Vitug, Debtor

Signature: _____

Date: _____

VERIFICATION

Under penalties as provided by law pursuant to Section 5/1-109 of the Illinois Code of Civil Procedure, the undersigned hereby certifies that the allegations set forth in the **Verified Complaint** 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.


Max Mendelson