

**NOTICE:** This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

---

IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT

---

BBCN BANK,	)	Appeal from the Circuit Court
	)	of Cook County.
Plaintiff-Appellee,	)	
	)	
v.	)	No. 2012 CH 12512
	)	
KANG HONG LEE LIVING TRUST and KANG	)	
HONG LEE, an individual, [Individually as	)	The Honorable
Beneficiary and as Trustee of the Kang Hong Lee	)	Pamela McLean Meyerson,
Living Trust],	)	Judge, presiding.
	)	
Defendants-Appellants.	)	

---

JUSTICE COBBS delivered the judgment of the court.  
Presiding Justice Fitzgerald Smith and Justice Pucinski concurred in the judgment.

**ORDER**

¶ 1 *Held:* The circuit court did not err in granting summary judgment in favor of plaintiff where defendants failed to timely respond, and in dismissing defendants' counterclaim and amended counterclaims.

¶ 2 Plaintiff, BBCN Bank (Bank), filed a mortgage foreclosure action against several defendants, including Kang Hong Lee Living Trust and Kang Hong Lee (Lee), individually, in the circuit court of Cook County. Lee filed a counterclaim. The circuit court dismissed Lee's counterclaim, granted summary judgment and entered a judgment of foreclosure and sale in

favor of the Bank. The court thereafter entered an order approving and confirming the sale. Lee appeals. We affirm the judgment and orders of the circuit court.

¶ 3

### BACKGROUND

¶ 4

On November 9, 2008, Lee, as trustee of the Kang Hong Lee Living Trust, executed and delivered a real estate mortgage to Foster Bank<sup>1</sup> in consideration of the Bank making loans and extensions of credit to Leeman, Inc. (Leeman), which is owned by Lee. Concurrently, Leeman executed and tendered to the Bank a revolving credit note (note) for \$1,500,000.00 and a revolving credit agreement (agreement) signed by Lee, in his capacity as Leeman's president and secretary.

¶ 5

Leeman defaulted on the note for its failure to pay the monthly accrued interest as provided under the note and the agreement. On February 6, 2012, the Bank served notice on Leeman and upon Lee that the Bank was demanding payment of the note in full.

¶ 6

Lee and the Kang Hong Lee Living Trust defaulted on the mortgage for Leeman's failure to make the required payments on the note. A grace period notice regarding the defaulted mortgage was mailed to Lee on February 6, 2012. On April 6, 2012, the Bank filed its complaint to foreclose the mortgage. Copies of the mortgage, note and agreement were attached to the complaint as exhibits.

¶ 7

On May 17, 2012, Lee filed his *pro se* unverified counterclaim. On that same date, an attorney filed an appearance on behalf of Lee. In his counterclaim, Lee sought an accounting and a constructive trust; and alleged interference with contractual and/or economic opportunity, consumer fraud, and conversion. The counterclaim included copies of a May 25, 2011, letter from Lee's attorney to the Bank, and six postdated checks. On the signature page of the

---

<sup>1</sup> BBCN Bank, the successor to Foster Bank, was subsequently substituted as plaintiff.

counterclaim, the typewritten name below the handwritten signature was "Kang Lee," and not that of his attorney. In June 2012, Lee refiled the counterclaim reiterating the allegations in his initial counterclaim. As with the previously filed counterclaim, the typewritten name below the handwritten signature was "Kang Lee," and not that of his attorney.

¶ 8 On August 22, 2012, the Bank filed a motion to dismiss Lee's counterclaim based on the fact it was not signed by a licensed attorney as required by Illinois Supreme Court Rule 137. On October 30, 2012, in response to the motion, the counterclaim was stricken. The court granted Lee 14 days, or until November 13, 2012, to file an amended counterclaim. Thereafter, on December 5, 2012, Lee filed an answer to the complaint and his counterclaim, which was both untimely and unverified.

¶ 9 In April 2013, the court entered an order setting a briefing schedule with regards to the Bank's motion to dismiss Lee's answer and counterclaim. In May 2013, Lee refiled his answer and, again, an unverified counterclaim. A hearing on the Bank's motion was set for August 7, 2013. On that date the court entered an order allowing Lee seven days to file a verified counterclaim. On the same day, Lee filed a one-page verification in lieu of filing a verified counterclaim.

¶ 10 In June 2014, the Bank filed a motion for default based on the fact that Lee's attorney was suspended from the practice of law. In September 2014, another attorney filed an appearance and represented Lee until, in March 2015, that attorney, like the first, was also suspended from the practice of law. The Bank's motion for default was denied.

¶ 11 On January 23, 2015, the Bank presented its motion for summary judgment of foreclosure and sale and the entry of default pursuant to section 2-1005 of the Code of Civil Procedure (735 ILCS 5/2-1005 (West 2012)). Attached to the motion were copies of the

complaint to foreclose the mortgage, the mortgage, the note, and the agreement. Also, in support of that motion, the Bank provided the affidavit of Christine Yoon, an individual identified as the "1st Vice President and Loan Department Manager of BBCN Bank, as successor to Foster Bank, and was previously 1st Vice President and Senior Lending Officer of Foster Bank." Yoon averred as to the status of the mortgage, note and agreement. Yoon stated that the amount in default as of February 24, 2014 was \$896,637.01. She also averred as to the notices sent to Leeman and Lee on behalf of the Bank. Attached to the affidavit was a printout of the business records regarding the loan that were maintained electronically by the bank and copies of the actual notices sent.

¶ 12 Subsequently, in January 2015, Lee was granted leave to file an amended counterclaim. In March 2015, the court set a briefing schedule with a July 27, 2015 hearing date on the Bank's motion for summary judgment. In June 2015, the Bank filed a motion to dismiss Lee's counterclaim for want of prosecution. In July 2015, yet another attorney filed an appearance on behalf of Lee. The court extended the briefing schedule on the Bank's summary judgment motion to August 23, 2015, allowing Lee extra time to file his response. Hearing on the motion was reset for September 30, 2015.

¶ 13 Lee did not file a timely response or an affidavit in opposition to the motion for summary judgment. Instead, on September 14, 2015, without leave of the court, Lee filed a late response to plaintiff's motion for summary judgment. Subsequently, on September 28, 2015, Lee filed a motion for extension of time to file responsive pleadings, along with a motion to amend counterclaims. Attached to the motions was a copy of a proposed amended counterclaim, which included a copy of the original counterclaim with the addition of a claim of violation of the

Illinois Elder Protective Services Act and three affirmative defenses, including fraud, fraud in the inducement, and unclean hands.

¶ 14 On September 30, 2015, the court continued the hearing on the Bank's motion for summary judgment and motion to dismiss Lee's counterclaim, and for presentment of a motion to substitute BBCN as plaintiff. The court also ordered that the briefing on the motion for summary judgment was closed and granted Lee leave to present a motion for leave to file an amended counterclaim on October 21, 2015.

¶ 15 On October 21, 2015, the circuit court granted summary judgment in favor of the Bank, and entered judgment of foreclosure and sale and granted the motion to substitute BBCN as plaintiff. The court continued the Bank's previously noticed and continued motion to dismiss Lee's "(amended) counterclaim." Lee did not present a motion for leave to file an amended counterclaim at that time.

¶ 16 On November 13, 2015, Lee filed a motion to file an amended counterclaim. Also, on that date, the circuit court noted that Lee had failed to file a response in opposition to the Bank's motion to dismiss his counterclaim, and granted the Bank's motion dismissing the counterclaim for want of prosecution. The court also ordered that if Lee wished to file an amended counterclaim he must request and obtain leave of court.

¶ 17 Thereafter, on November 25, 2015, Lee filed a motion to vacate the judgment of foreclosure, and motions for leave to file an amended counterclaim and to transfer to the Elder Law Division. In January 2016, a judicial sale of the property occurred and the Bank was the highest bidder. On January 12, 2016, the court entered an order setting a briefing schedule on Lee's motion to vacate the foreclosure, and entering and continuing Lee's motions for leave to

file an amended counterclaim and to transfer to the Elder Law Division. The hearing was set for April 18, 2016.

¶ 18 On April 18, 2016, the circuit court entered an order approving and confirming the sale. The court also entered an order denying Lee's motions to vacate the judgment of foreclosure, for leave to file an amended counterclaim and to transfer to the Elder Law Division. The court stated that Lee "was not diligent in presenting his defense to summary judgment."

¶ 19 ANALYSIS

¶ 20 At the outset, we note that Lee has failed to comply with the rules governing appellate briefs set forth in Illinois Supreme Court Rule 341 (eff. Jan.1, 2016). Notably, Lee's briefs violate Rule 341(h)(6) in that his statement of facts contains argument and commentary. Rule 341(h)(6) requires an appellant to contain the statement of facts to the facts necessary to an understanding of the case, stated accurately and fairly, without argument or comment. Ill. S. Ct. R. 341 (h)(6) (eff. Jan. 1, 2016). Additionally, Lee's briefs violate Rule 341(h)(7) in that he has failed to provide a cohesive argument identifying the issues presented for review and in some instances lacks citation to authority. Rule 341(h)(7) requires an appellant to support his or her arguments with citations to authority. Ill. S. Ct. R. 341(h)(7) (eff. Jan. 1, 2016); *In re Marriage of Johnson*, 2011 IL App (1st) 102826, ¶ 25.

¶ 21 Supreme Court rules are neither suggestions nor are they aspirational. Where a party's briefs lack compliance with the high court's rules, it is within this court's discretion to strike the briefs and to dismiss the appeal. See *Miller v. Lawrence*, 2016 IL App (1st) 142051, ¶ 18. We elect, however, not to dismiss this appeal. Even so, we will confine our review to those issues and the supporting evidence that are properly presented in Lee's briefs.

¶ 22 Before this court, Lee contends that the circuit court erred by (1) granting summary judgment in favor of the Bank; and (2) not considering his counterclaim when it was never dismissed and dismissing and not considering his amended counterclaims.

¶ 23 Summary Judgment

¶ 24 Summary judgment is appropriate where the "pleadings, affidavits, depositions, and admissions on file, when viewed in the light most favorable to the nonmoving party, demonstrate that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law." 735 ICS 5/2-1005(c) (West 2016). The purpose of summary judgment is not to try a question of fact, but rather to determine whether a genuine question of material fact exists. In making this determination, a court must construe the pleadings, depositions, admissions, and affidavits strictly against the movant and liberally in favor of the opponent.

¶ 25 Affidavits used in connection with motions for summary judgment are governed by Illinois Supreme Court Rule 191 (eff. Jan. 4, 2013). Rule 191 provides, in relevant part, that: "[a]ffidavits in support of and in opposition to a motion for summary judgment under section 2-1005 of the Code of Civil Procedure, \*\*\* shall be made on the personal knowledge of the affiants; shall set forth with particularity the facts upon which the claim, counterclaim, or defense is based; shall have attached thereto sworn or certified copies of all documents upon which the affiant relies; shall not consist of conclusions but of facts admissible in evidence; and shall affirmatively show that the affiant, if sworn as a witness, can testify competently thereto." Ill. S. Ct. R. 191 (eff. Jan. 4, 2013); *US Bank, National Ass'n v. Asim Avdic*, 2014 IL App (1st) 121759, ¶ 22.

¶ 26 A triable issue precluding summary judgment exists where the material facts are disputed or where, the material facts being undisputed, reasonable persons might draw different inferences

from the undisputed facts. *Bagent v. Blessing Care Corp.*, 224 Ill. 2d 154, 162 (2007) (and cases cited therein). Our review of a grant of summary judgment is *de novo*. *Id.*

¶ 27 Lee challenges the granting of summary judgment in favor of the Bank on three bases: (A) he made a valid tender of payment and was excused from the debt by the Bank's actions; (B) he did not receive the required notices and the notices received were ineffective; and (C) the Bank lacked standing to foreclose.

¶ 28 A.

¶ 29 Lee's first challenge, although lacking in clarity, appears to be that he made a valid tender and the Bank's refusal of that tender resulted in the debt being excused. Lee's counterclaim filed on May 17, 2012, included a copy of a communication sent on May 25, 2011, to the Bank, consisting of a letter from his attorney describing this tender. The communication also consisted of six checks for \$100,000 each, postdated 6/15/11, 6/29/11, 7/8/11, 7/15/11, 7/22/11 and 7/31/11. Lee maintains that these checks were sufficient tender to cover any shortages in order to reinstate the line of credit, pay down the note and redeem the mortgage. Subsequently, when the Bank did not cash the checks, Lee sent one hundred checks of \$5,000 each, postdated from June 1, 2012 thru September 1, 2020. All of the checks were signed by an individual, Seoungmin Yoo, on the account of AT Fashion Corp. Lee maintains that the total of these checks was also sufficient tender to cure any default and that the Bank's refusal of this tender excused his debt.

¶ 30 The Bank responds that it had no obligation to accept tender of checks signed by a third party and drawn on a fourth party account. The Bank maintains that Lee never presented any evidence that there were sufficient funds to cover any of the checks or foundation that the checks were even negotiable. According to the Bank, the tender was inadequate and the debt was not excused.



¶ 31           Regardless, on January 23, 2015, the Bank presented its motion for summary judgment, supported by the affidavit of BBCN Bank Vice President and Loan Department Manager Christine Yoon in which she averred that Lee was in default on the note and included attachments which reflected the defaulted amounts. Lee makes no argument that the affidavit was in any way deficient.

¶ 32           If the moving party for summary judgment supplies facts which, if not contradicted, would entitle such a party to a judgment as a matter of law, the opposing party cannot rely upon his complaint or answer alone to raise genuine issues of material fact. *Parkway Bank and Trust Co. v. Korzen*, 2013 IL App (1st) 130380, ¶ 49; *Robidoux v. Oliphant*, 201 Ill. 2d 324, 335 (2002); *Fooden v. Board of Governors* 48 Ill. 2d 580, 587 (1971). Even though a complaint and answer may purport to raise issues of material fact, if such issues are not further supported by evidentiary facts through affidavits or such, summary judgment is then appropriate. *Purtill v. Hess*, 111 Ill. 2d 229, 240-41 (1986); *Kapka v. Urbaszewski*, 47 Ill. App. 2d 321, 326 (1964).

¶ 33           Significantly, our review of the record reveals that Lee never filed a timely response or counter affidavit in opposition to the motion for summary judgment. Further, correspondence attached to his counterclaim is no substitute for a response to a motion for summary judgment. Moreover, in this case, the counterclaim had been stricken. Accordingly, in the absence of any response by Lee, there was no question of material fact regarding Lee's tender or the debt being excused. Therefore, summary judgment in favor of the Bank cannot be set aside on this basis.

¶ 34           We note in passing that in Lee's deposition, which had been presented to the circuit court, he testified that he lacked the funds necessary to retire the debt in full. Further, he testified that once Mr. Yoo received funds from certain accounts receivable, he assumed his ability to cover the "tendered" checks. It is well settled that a valid tender of payment must include both an

unconditional offer and an actual production of the money to be paid. *Martindell v. Lake Shore National Bank*, 15 Ill. App. 2d 217, 226 (1958) rev'd on other grounds, 15 Ill. 2d 272 (1958).

¶ 35

B.

¶ 36

Lee's next challenge, again lacking in clarity, takes issue with the notices sent by the Bank. He contends he never received a notice of non-renewal as required by the note. Lee further argues that the note shows by its own terms that unless a notice to cancel is provided to the debtor 45 days in advance of the next renewal period, the note will automatically renew. Lee contends that no notice of non-renewal was ever produced and the loan continued to extend and the filing of the foreclosure action pursuant to the terms and conditions of the note was premature. Lee also challenges the propriety of the grace period notice. He first contends that the notice stated the wrong reason for foreclosure and, thus, was ineffective. Additionally, he maintains, because the grace period notice was not sent by certified mail, the method of delivery was noncompliant with section 15-1502.5<sup>2</sup> of the Illinois Mortgage Foreclosure Law. 735 ILCS 5/15-1502.5 (West 2012).

¶ 37

Other than these bare assertions, Lee has provided no evidence to support his claimed notice deficiencies. In stark contrast, the Bank's motion for summary judgment has attached to it Yoon's affidavit, in which she averred that on February 6, 2012, Foster Bank served a notice on Leeman and upon Lee, as guarantor, that Foster Bank was demanding payment of the note in full. Copies of the notices, as contained in the loan-file records of the Bank, were attached as Exhibits D and E to the affidavit. Yoon also stated that "[a] copy of the Grace Period Notice dated and mailed February 6, 2012, maintained in the loan file of the Bank, is attached hereto as Exhibit F." Yoon averred that she was the lending officer supervising this loan file, and as such

---

<sup>2</sup> Section 15-1502.5 was repealed effective July 1, 2016.

she was familiar with the loan and the loan file. To corroborate Yoon's affidavit, the Bank attached copies of the actual notices to the affidavit as exhibits.

¶ 38 We again note that Lee failed to respond to the Bank's motion for summary judgment, either with a counter affidavit or any other supporting document to demonstrate a genuine issue of material fact. Our supreme court has held that facts presented in an affidavit in support of a motion for summary judgment which are not contradicted by counter affidavit are deemed admitted and must be taken as true for purposes of the motion. See *Purtill*, 111 Ill. 2d at 241. Accordingly, Lee's assertions of the notice deficiencies, without more, are insufficient to create an issue of material fact. Therefore, summary judgment in favor of the Bank cannot be set aside on this basis.

¶ 39 C.

¶ 40 Lee next contends that the Bank lacked standing to foreclose since the note and mortgage were held by two separate entities. In his opening brief, he asserts that the note was signed and held by one entity, Lee, as an officer of Leeman, Inc., while the mortgage was signed and held by another, Lee, in his capacity as trustee of Kang Hong Lee Trust. Citing *Elvin v. Wuchetich*, 326 Ill. 285 (1927), Lee argues that the foreclosure action against him fails for lack of unity of ownership and acknowledgment by a singular entity.

¶ 41 In his reply brief, Lee attempts to clarify his argument by asserting that "the standing issue of the present case is that the note and mortgage were not signed by the same entity." He admonishes that the Bank has not explained why Lee should be personally liable on a note when he signed only on behalf of Leeman, Inc. Furthermore, he argues, he signed documents indicating that he was not personally liable and therefore, the mortgage is a nullity.

¶ 42 If there is one thing that is clear about Lee's argument here, it is that he confuses the concept of standing with the issue of liability. The function of standing is "to insure that issues are raised only by those parties with a real interest in the outcome of the controversy." *Wexler v. Wirtz Corp.*, 211 Ill. 2d 18, 23 (2004). Standing is an affirmative defense, which, if not timely raised in the trial court, is forfeited. *Greer v. Illinois Housing Development Authority*, 122 Ill. 2d 462, 508 (1988). In this case, given the substance of the complaint, the mortgage, the note and Yoon's affidavit, the Bank's interest in the outcome of this litigation could hardly be questioned and, in point of fact, Lee did not question it below. Accordingly, to the extent that Lee's argument can be read as one challenging the Bank's standing, the argument has been forfeited. Furthermore, "[t]heories not raised during summary judgment proceedings are waived on review." *Village of Arlington Heights v. Anderson*, 2011 IL App (1st) 110748, ¶ 15.

¶ 43 To the extent that Lee now seeks to challenge liability, those claims must also fail. In sum, the Bank submitted Yoon's affidavit establishing the basic facts regarding the note, the mortgage, and Lee's default. Yoon averred that "[o]n November 9, 2008, Kang Hong Lee, as trustee of the Kang Hong Lee Living Trust, executed and delivered a Real Estate Mortgage to Foster Bank in consideration of Foster Bank making loans and extensions of credit, and/or considering making loans or extensions of credit, to Leeman, Inc." Yoon stated that "Leeman, Inc. executed and tendered to Foster Bank a Revolving Credit Note \* \* \* and a Revolving Credit Agreement on behalf of Leeman, Inc. by Kang Hong Lee, its president and secretary." Yoon further stated that "Leeman, Inc. was in default on the Revolving Credit Agreement because it failed to pay the monthly accrued interest as provided in the note and Revolving Credit Agreement. Kang Hong Lee, Trustee of the Kang Hong Lee Living Trust and the Kang Hong

Lee Living Trust are in default under the Real Estate Mortgage based upon the failure of Leeman, Inc. to make payments under the Revolving Credit Agreement and the associated note."

¶ 44 We note, yet again, Lee's failure to counter or provide any evidence in opposition to the Bank's summary judgment motion. Thus, there was no genuine issue of material fact regarding liability which would have precluded the court's entry of summary judgment in the Bank's favor. See *Purtill*, 111 Ill. 2d at 241. Leeman Inc.'s default on the note, which was secured by Lee's execution of a mortgage on the property, gave rise to the Bank's foreclosure action. The court's entry of summary judgment of foreclosure and sale of the property in favor of the Bank and against "[d]efendant, Kang Hong Lee, individually, as beneficiary, and as Trustee of the Kang Hong Lee Living trust" was proper. See *Purtill*, Ill. 2d at 241.

¶ 45 In summary, Lee never filed a timely response to the motion for summary judgment, did not request leave to file a late response and did not present any affidavits in opposition to the motion for summary judgment. Accordingly, there is no genuine issue of material fact regarding Lee's tender and the debt being excused, the lack of a notice of non-renewal as required by the note, the substance and method of sending the grace period notice, Lee's liability or the Bank's standing to foreclose. *Bagent*, 224 Ill. 2d at 162 (holding the purpose of summary judgment is not to try a question of fact, but rather to determine whether a genuine question of material fact exists). Therefore, the circuit court did not err by granting summary judgment in favor of the Bank.

¶ 46 Lee's Counterclaims

¶ 47 Lee argues that his original counterclaim was never dismissed and that the amended counterclaims should have been ruled upon by the trial court. He notes that the original counterclaim was filed on May 17, 2012 and that during the course of litigation, plaintiffs filed

numerous motions to strike and dismiss, such that by April 18, 2016, the amended counter claims were stricken without prejudice. He maintains that the original counterclaim was never stricken and that the trial court should have "set at least those for a jury trial on the merits."

¶ 48 Although, the procedural posture of this case is confusing, due largely to Lee's *pro se* filings along with him having been represented by three different attorneys, our review of the record refutes Lee's contention regarding the original counterclaim. Contained within the record is a copy of the circuit court's October 30, 2012 order, in which Lee's original counterclaim was stricken for failure to comply with Supreme Court Rule 137.<sup>3</sup>

¶ 49 The October 30<sup>th</sup> order granted Lee 14 days through November 13, 2012, to file an amended counterclaim. Lee, however, did not timely respond. Instead, on December 5, 2012, Lee filed an answer to the complaint and an untimely, unverified counterclaim. In April, 2013, the court set a briefing schedule with regard to the Bank's motion to dismiss Lee's answer and amended counterclaim. However, in May 2013, Lee refiled his answer and unverified counterclaim. The hearing was then set for August 7, 2013. On that date the court entered an order allowing Lee seven days to file a verified counterclaim. Instead, and on that same day, Lee filed a one-page verification in lieu of filing a verified counterclaim.

¶ 50 To the extent that Lee's final argument can be understood to assign error in the circuit court's dismissal of his amended counterclaims, that argument must also be rejected. The record reflects that on November 13, 2015, the court granted the Bank's motion to dismiss Lee's counterclaim for want of prosecution. However, the record does not include any transcript or

---

<sup>3</sup> Supreme Court Rule 137 requires that "[e]very pleading, motion and other paper of a party represented by an attorney shall be signed by at least one attorney of record in his individual name, whose address shall be stated." \*\*\*" If a pleading, motion, or other paper is not signed, it shall be stricken unless it is signed promptly after the omission is called to the attention of the pleader or movant." Ill. S. Ct. R. 137 (eff. July 1, 2013).

report of the November 13, 2015 hearing on the motion. Thus, we do not know the basis of the court's dismissal.

¶ 51 "From the very nature of an appeal it is evident that the court of review must have before it the record to review in order to determine whether there was the error claimed by the appellant." *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391 (1984). An issue relating to the basis for the circuit court's conclusions obviously cannot be reviewed absent a report or record of the proceedings. To support a claim of error, the appellant has the burden to present a sufficiently complete record. *Corral v. Mervis Industries, Inc.*, 217 Ill. 2d 144, 156 (2005); *Webster v. Hartman*, 195 Ill. 2d 426, 432 (2001). In the absence of the same, as is the case here, we must presume that the circuit court's dismissal conformed to the law. See *Corral*, 217 Ill. 2d at 157; *Webster*, 195 Ill. 2d at 433–34; *Foutch*, 99 Ill. 2d at 393–94.

¶ 52 Before concluding, we would be remiss if we failed to stress that court orders are not simply suggestions. Circuit courts have the inherent right to control their docket and require parties to adhere to their orders. See, e.g., *Insulated Panel Co. v. Industrial Comm'n*, 318 Ill. App. 3d 100, 102 (2001) (holding trial court had inherent power to control docket). In this case, had Lee been even minimally compliant with the trial court's orders and generous extensions of time, much of the confusion in deciphering this record on appeal could have been avoided.

¶ 53 CONCLUSION

¶ 54 For the foregoing reasons, the judgment and orders of the circuit court of Cook County are affirmed.

¶ 55 Affirmed.