2019 IL App (1st) 172952-U

THIRD DIVISION
June 28, 2019

No. 1-17-2952

IN THE

APPELLATE COURT OF ILLINOIS

FIRST DISTRICT

SAVAS TSITIRIDIS, individually and derivatively on behalf of DISPATCH TAXI MANAGEMENT LLC, PURE TAXI MEDIA LLC, NORTHWEST TAXI MANAGEMENT LLC, and RALF LORCH, as Trustee of the BRIDGE FUNDING TRUST, derivatively on behalf of ZIRCON REALTY LLC, AZURITE LLC, 4514 ELSTON LLC, and 4532 N. ELSTON LLC,	)	Appeal from the Circuit Court of Cook County
Plaintiffs,	)	
v.	)	No. 16 CH 5153
EVGENY FREIDMAN, DISPATCH TAXI MANAGEMENT LLC, PURE TAXI MEDIA LLC, NORTHWEST TAXI MANAGEMENT LLC, ZIRCON REALTY LLC, AZURITE LLC, 4514 ELSTON LLC, 4532 N. ELSTON LLC, LINDY FUNDING TRUST, EVELYN FUNDING TRUST, and SKILLMAN INSURANCE BROKERAGE LLC,	)	The Honorable Neil H. Cohen, Judge Presiding.
Defendants	)	
(Evgeny Freidman,	)	
Defendant-Appellant).	)	

PRESIDING JUSTICE FITZGERALD SMITH delivered the judgment of the court
Justices Howse and Cobbs concurred in the judgment and opinion.

ORDER

¶ 1 *Held*: Appeal is dismissed based on an absence of appellate jurisdiction to consider the merits of two interlocutory orders entered by the trial court.

¶ 2 This case involves a dispute between two business partners, plaintiff Savas Tsitiridis (plaintiff) and defendant Evgeny Freidman (defendant). Defendant is seeking to appeal from two interlocutory orders entered by the trial court. The first order sought to enforce the terms of an agreement reached by the parties in partial settlement of their dispute. The second order involved sanctions entered against defendant for discovery violations. We conclude that we do not have subject matter jurisdiction to consider the merits of defendant's appeal and therefore dismiss it.

¶ 3 I. BACKGROUND

¶ 4 In 2011, plaintiff and defendant began the process of starting a taxi management business. This included acquiring real estate, vehicles, and City of Chicago taxi medallions. To hold these assets and manage the medallions, they formed a company which eventually transferred its assets and management rights to Dispatch Taxi Management LLC (Dispatch). Dispatch operated by leasing taxis that it managed to drivers for a fee. Between 2011 and 2015, plaintiff and defendant formed a number of limited liability companies to perform various functions pertaining to the operation of the fleet managed by Dispatch. This included Pure Taxi Media LLC (Pure), which collected revenue for placing advertisements on taxi cabs. It also included four companies formed to own real estate, Zircon Realty LLC (Zircon), Azurite LLC (Azurite), 4514 Elston LLC (4514 Elston), and 4532 N. Elston LLC (4532 Elston). And it included Skillman Insurance Brokerage LLC (Skillman), an insurance broker for the parties' taxi management business. Revenue generated by the medallion leases primarily flowed through Dispatch. The primary place of business for all of these companies was a facility on North Elston Avenue in Chicago.

¶ 5 Plaintiff filed this action in April 2016, alleging in general that defendant was misappropriating substantial amounts of revenue earned by Dispatch and Pure. The operative third amended

complaint indicates that plaintiff is bringing this action individually and derivatively on behalf of Dispatch and Pure, and it also names Dispatch and Pure as defendants. It alleges that plaintiff and defendant both own 50 percent of Dispatch and Pure and are mangers of both companies. Another entity named as both plaintiff and defendant is Northwest Taxi Management LLC (Northwest). The third amended complaint alleges that plaintiff owns 100 percent of Northwest, but defendant's answer denies this. Defendant's appellate brief states that he is a 50 percent owner of Northwest along with plaintiff.

¶ 6 Also named as plaintiff is Ralf Lorch, as Trustee of the Bridge Funding Trust, derivatively on behalf of Zircon, Azurite, 4514 Elston, and 4532 Elston. The third amended complaint alleges that plaintiff is the settlor of the Bridge Funding Trust, which became the owner of 50 percent of Zircon, Azurite, 4514 Elston, and 4532 Elston after plaintiff transferred his ownership of those companies to that trust. It alleges that defendant owns the other 50 percent of these four companies, but the defendant denies this in his answer. The third amended complaint alleges that in 2015, defendant purported to transfer his ownership in these four companies to two trusts that are named as defendants, the Lindy Funding Trust and the Evelyn Funding Trust, but that in 2016 a bankruptcy court adjudicated those transfers to be fraudulent and void. Defendant's answer states that he admits that he transferred his interests in the four companies to the two trusts. Zircon, Azurite, 4514 Elston, and 4532 Elston are also named as defendants. Finally, the third amended complaint names Skillman as a defendant and alleges that plaintiff and defendant both own 50 percent of Skillman.

¶ 7 The third amended complaint includes causes of action for breach of fiduciary duty, breach of contract involving multiple agreements, conversion, and unjust enrichment. It also seeks judicial dissolution of the various limited liability companies.

¶ 8 Over a two-day period beginning on January 12, 2017, the trial court engaged in settlement discussions with the parties to facilitate an agreement between them to divide the assets of their businesses and go their separate ways. Plaintiff and defendant ultimately signed a written agreement, effective January 13, 2017. In pertinent part, that agreement provided that as of that day, both plaintiff and defendant terminated any agreements they may have with Dispatch. It divided Dispatch's medallions between plaintiff and defendant, provided that each of them would take immediate ownership and possession of all materials pertaining to the fleet that was associated with the party's respective medallions, and provided that each of them would enter into new management agreements concerning their respective medallions.

¶ 9 The agreement also provided that Dispatch's right to possession of certain real estate on Elston Avenue terminated immediately. It provided for that real estate to be operationally partitioned between the new operations of plaintiff and defendant, to allow them to conduct competitive businesses in proximity to one another through the end of 2017. The agreement contemplated that plaintiff and defendant would jointly send letters to the owners of the various properties proposing that both plaintiff and defendant commit to enter into standard month-to-month triple-net leases for the properties at issue. It provided that plaintiff and defendant would establish an escrow fund into which they would deposit a sum sufficient to satisfy their respective shares of the property taxes and insurance premiums for the properties at issue. It further provided that if the obligations under the triple-net leases were not fulfilled, the party in default agreed to surrender his rights to the partitioned parts of the properties to the party not in default. It provided that the parties would vacate the properties no later than December 31, 2017. And it provided that the trial court would retain jurisdiction to enforce the terms of the agreement. On January 20, 2017, the trial court entered an order that stated, "Both parties shall

comply with the Settlement Agreement."

¶ 10 Around this timeframe, a discovery dispute manifested between plaintiff and defendant concerning the production of certain emails sent and received by the respective parties. In an order entered November 16, 2016, the trial court ordered the parties to arrange for Dispatch's email server to be imaged and the emails on the server be produced to both plaintiff and defendant. On March 24, 2017, the attorneys informed the trial court that Dispatch's emails had not yet been imaged. The trial court entered another order that day, requiring that by March 31, 2017, a third party vendor be given access to Dispatch's email accounts for the purpose of imaging the emails, and that plaintiff also be given plenary access to Dispatch's email accounts.

¶ 11 On March 31, 2017, the trial court was informed that defendant had not provided the ordered access. Thus, the trial court entered another order that day providing that the third-party administrator be given access to the Dispatch emails. According to defendant, it was discovered around this time that emails sent to defendant and his then-employee Arthur Yakubov at their Dispatch email addresses were not stored on Dispatch's email servers. Instead, these emails had been automatically forwarded to their respective email accounts at Taxi Club, which was a separate business owned by defendant. On April 10, 2017, the trial court ordered that the third-party vendor was to image the Taxi Club email accounts of defendant and Yabukov and tender them to defendant to conduct a privilege review. The vendor would then provide plaintiff with those emails over which no privilege was asserted. That order further provided that the imaging of the Dispatch emails was to be completed by April 24, 2017.

¶ 12 The parties appeared before the court on April 27, 2017, at which point defendant's attorney represented to the trial court that defendant intended to comply with the April 10 order, but he had not done so yet. The court then ordered that plaintiff's third-party vendor was to be

provided with credentials enabling it to have administrative access sufficient to export the entire set of documents stored on the email accounts at issue by April 28, 2017.

¶ 13 Defendant then filed a motion to reconsider, which the trial court heard on May 2, 2017. Defendant argued that it was going to be far costlier than anticipated for him to conduct a privilege review of the emails, and that the Taxi Club email accounts contained many emails that were irrelevant to Dispatch. The trial court denied the motion to reconsider. The trial court also denied defendant's request to be held in "friendly" contempt for the purpose of filing an interlocutory appeal of the April 10 order. Defendant's attorney then directly informed the trial court that defendant would refuse to comply with that order. The trial court then directed plaintiff to file a petition for adjudication of civil contempt. Plaintiff did so, and an amended version of the petition was filed on May 4, 2017.

¶ 14 On May 18, 2017, the trial court set a date, June 7, 2017, for defendant to appear in court to explain personally why he was not complying with the court's orders. No order or transcript from June 7, 2017, is included in the supporting record, but a later order reflects that on that date the trial court entered an order requiring defendant to provide credentials for an account with domain-wide authority by June 14, 2017. On June 12, 2017, defendant filed an emergency motion seeking to delay his compliance with the June 7 order.

¶ 15 After several continuances, the hearing on the petition for contempt was scheduled for August 2, 2017. The trial court ordered defendant to appear in court that day and indicated that it intended to engage in settlement discussions with the parties at that time. The order entered on August 2 indicates that defendant agreed that by August 7, 2017, he would provide credentials allowing plaintiff's third-party vendor to gain access sufficient to export the entire set of documents stored on the email accounts at issue. The trial court thus ordered defendant to do so.

¶ 16 An order from August 11, 2017, states that the trial court denied a motion by defendant to clarify and for a protective order, although no such motion is included in the supporting record. That order further required defendant to comply with the August 2 order by August 14, 2017, by providing plaintiff's vendor with the credentials it required to access the emails at issue. On August 14, 2017, the defendant filed a status report with the trial court, stating he would not comply with the August 11 order by providing plaintiff's vendor with the credentials required to access the email accounts. On August 25, 2017, the parties again appeared in court, at which time defendant's attorney reiterated that defendant was not intending to comply with the August 11 order. Thus, the trial court entered an order sanctioning defendant under Illinois Supreme Court Rule 219(c) (eff. July 1, 2002), ordering defendant to pay the attorney fees and costs that plaintiff had incurred in attempting to obtain the emails that defendant refused to produce. The trial court again ordered defendant to comply with the previous orders by September 1, 2017, and the court stated that if he failed to do so, the court would consider additional sanctions, including the entry of an order of default.

¶ 17 Defendant did not comply with the trial court's order by September 1, 2017. Thus, plaintiff filed a motion requesting that, as a sanction for his continued noncompliance with the court's orders, defendant's pleadings be stricken and a default judgment be entered against him on the claims in the third amended complaint. Defendant filed a response to this motion. On November 28, 2017, the trial court entered an order setting forth the extensive history of what it characterized as defendant's "willful, repeated refusal to comply with this court's discovery orders." It found that the less severe sanctions it had imposed on August 25, 2017, and the warnings it had given then concerning default had failed to induce defendant to comply with the court's orders. Thus, the trial court granted plaintiff's motion for sanctions and entered an order

of default against defendant. It continued the matter for prove-up of damages.

¶ 18 Separately from the issue concerning access to the email accounts, on October 17, 2017, plaintiff filed a motion to enforce the agreement that the parties had entered into on January 13, 2017, and with which the court had ordered the parties to comply in its order of January 20, 2017. That motion alleged that defendant had breached the agreement in multiple respects. First, it alleged that he had arranged for the theft of one of the vehicles that belonged to plaintiff and sought an order requiring defendant to return it. (This was apparently resolved prior to the hearing on the motion.) Second, the motion alleged that defendant had continued to conduct his taxi management business using the Dispatch name through July 2017, when the agreement provided that neither party would do so after January 13, 2017. As a result, a number of citations had been issued against Dispatch in May 2017 by the City of Chicago. The motion sought to have the trial court declare that defendant was the party responsible for satisfying any liabilities arising from citations issued to Dispatch for its operations occurring after January 13, 2017. Finally, the motion alleged that defendant had failed to pay into the escrow account his share of the property taxes and insurance premiums for the properties that the parties were continuing to use on Elston Avenue. The motion sought an order requiring defendant to satisfy his obligations under the agreement by depositing $35,546 into an escrow account to satisfy his portion of the unpaid taxes and insurance premiums. Based on defendant's breach of the agreement, it also sought an order requiring defendant to vacate the premises on Elston Avenue by November 1, 2017. The plaintiff also sought an order requiring defendant to pay plaintiff's attorney fees incurred in pursuing the motion.

¶ 19 Defendant filed a response to plaintiff's motion, and the trial court heard argument on it from both parties. The trial court concluded that it had the inherent authority to enforce the terms

of the agreement, with which it had expressly ordered the parties to comply. Thus, on December 1, 2017, the trial court entered an order granting the motion and ordering the following relief pertinent to this appeal: (1) defendant was to deposit $36,546 into an escrow account at MB Financial to satisfy his obligation to pay a share of the property taxes and insurance premiums owed for the properties on Elston Avenue that the parties had used; (2) defendant and any entity in which he had an interest or had allowed to enter the premises at the properties on Elston Avenue must vacate the premises by December 4, 2017; (3) defendant was ordered to satisfy the citations that were issued to Dispatch arising from post-agreement conduct; and (4) granting plaintiff's request for attorney fees and ordering him to submit a petition for fees in due course.

¶ 20 The trial court then continued the case to January 8, 2018, for a prove-up of damages based upon the prior order of default. As the parties were discussing what defendant could submit in response to plaintiff's evidence at the prove-up hearing, the trial court pointed out that defendant did not have standing to oppose the prove-up based on the order of default. However, the trial court stated that it would consider what the defendant submitted. The trial then reiterated that it had also considered the defendant's argument in response to the motion to enforce the agreement of January 13, 2017, even though defendant lacked standing based on the order of default.

¶ 21 On December 4, 2017, defendant filed a notice of interlocutory appeal from the order of December 1, 2017, and from all prior nonfinal orders that had produced it, specifically the order of November 28, 2017.

¶ 22 II. ANALYSIS

¶ 23 On appeal, defendant argues that the order of December 1, 2017, improperly granted injunctive relief in favor of plaintiff despite his failure to establish that he was entitled to such relief. Defendant argues that trial court's order that he vacate the premises by December 4 was

improper, as the agreement of January 13, 2017, did not contemplate eviction from the premises if taxes and insurance payments were not made. He also argues that eviction was improper because the provisions of the Forcible Entry and Detainer Act (735 ILCS 5/9-101 *et seq.* (West 2016)) applied in this case and were not followed. He argues that the order requiring him to deposit funds into an escrow account and to satisfy the citations issued to Dispatch arising from conduct after January 13, 2017, constitutes a prejudgment attachment that failed to comply with statutory requirements. See 735 ILCS 5/4-101 *et seq.* (West 2016). And he argues that the trial court's order improperly granted attorney fees to the plaintiff when no contractual or statutory basis existed for an award of fees. With respect to the order of November 18, 2017, defendant argues that the trial court erred in entering an order of default against him as a sanction. He argues that the discovery orders he was found to have violated were themselves an abuse of discretion, in that they required Taxi Club, a third party to this dispute, to provide access to all of its emails, regardless of subject matter, date, or whether they were privileged or confidential.

¶ 24 Plaintiff has not submitted a brief to this court responding to the arguments made by defendant on appeal. Although plaintiff therefore has not challenged defendant's assertion that this court has jurisdiction to consider this interlocutory appeal, it is the duty of this court to confirm that appellate jurisdiction exists to consider the merits of an appeal and to dismiss the appeal when it does not exist. *Clark v. Gannett Co.*, 2018 IL App (1st) 172041, ¶ 54. Appellate jurisdiction is limited to reviewing final judgments, unless the order to be reviewed is within one of the exceptions for interlocutory orders specified by the supreme court. *Puleo v. McGladrey & Pullen*, 315 Ill. App. 3d 1041, 1043 (2000).

¶ 25 Defendant contends that this court has jurisdiction to consider his appeal of the December 1 order pursuant to Illinois Supreme Court Rule 307(a)(1) (eff. Nov. 1, 2017), which provides that

an appeal may be taken from an "interlocutory order" of the trial court "granting, modifying, refusing, dissolving, or refusing to dissolve or modify an injunction." Defendant contends that the relief granted in the December 1 order constitutes an injunction. Defendant also contends that this court has jurisdiction to consider his appeal of the November 28 order on the basis that it "bears directly on the question" of whether the December 1 order was proper. See *Sarah Bush Lincoln Health Center v. Berlin*, 268 Ill. App. 3d 184, 187 (1994) ("the proper scope of review under Rule 307 is to review any prior error that bears directly upon the question of whether the order on appeal was proper"). Defendant argues that the November 28 order meets that standard because, in entering the December 1 order, the trial court found that based on the default entered on November 28, defendant had no standing to argue against the trial court's entry of the relief requested in the motion to enforce that was decided on December 1. Thus, we must first determine whether we have jurisdiction to consider the appeal of the order of December 1, and, if so, we must then determine whether our scope of review extends to the November 28 order also.

¶ 26 As set forth above, the December 1 order includes four aspects that defendant is seeking to appeal: (1) an order that he deposit $36,546 into an escrow account at MB Financial to satisfy his obligation to pay a share of the property taxes and insurance premiums; (2) an order that he and any entity in which he had an interest or had allowed to enter the premises on Elston Avenue vacate that premises by December 4, 2017; (3) an order that he satisfy the citations that were issued to Dispatch arising from post-agreement conduct; and (4) the granting of plaintiff's request for attorney fees subject to a future petition. Therefore, we must determine whether each of these aspects of the trial court's order constitutes an order involving an "injunction" subject to review under Rule 307(a)(1). *Santella v. Kolton*, 393 Ill. App. 3d 889, 901 (2009).

¶ 27 To determine what constitutes an appealable injunctive order under Rule 307(a)(1), a

reviewing court looks to the substance of the order, not its form. *Skolnick v. Altheimer & Gray*, 191 Ill. 2d 214, 221 (2000) (citing *In re A Minor*, 127 Ill. 2d 247, 260 (1989)). The concept of what constitutes an injunction for purposes of Rule 307(a)(1) has been broadly construed. *Skolnick*, 191 Ill. 2d at 221 (citing *In re A Minor*, 127 Ill. 2d at 262; *Doe v. Doe*, 282 Ill. App. 3d 1078, 1082 (1996)). "An injunction is 'a "judicial process operating *in personam* and requiring [a] person to whom it is directed to do or refrain from doing a particular thing." ' " *Skolnick*, 191 Ill. 2d at 221 (quoting *In re A Minor*, 127 Ill. 2d at 261 (quoting Black's Law Dictionary 705 (5th ed. 1979))). Actions of the circuit court having the force and effect of injunctions are appealable regardless of their label. *Santella*, 393 Ill. App. 3d at 901.

¶ 28 In this case, we find that the first two aspects of the December 1 order involve injunctions under the definition used by the supreme court. The aspects of the order that required defendant to deposit a specific sum of money into an escrow account and to vacate the premises on Elston Avenue amounted to judicial processes operating *in personam* on defendant that required him to "do *** a particular thing," thus qualifying as injunctive relief for purposes of Rule 307(a)(1). *Skolnick*, 191 Ill. 2d at 221.

¶ 29 The aspect of the order by which the defendant was ordered to satisfy the citations that were issued to Dispatch arising from post-agreement conduct does not constitute an injunction. Rather, it is in the nature of declaratory relief. The specific relief requested by plaintiff in the motion to enforce was that the trial court "[d]eclare that [defendant] was the party responsible for satisfying any liabilities that arise from citations issued to Dispatch Taxi Management LLC relating to operations occurring after January 13, 2017." Defendant's response to the motion in the trial court correctly characterized this as a request for a declaratory judgment. The motion did not contend, and the December 1 order did not find, that Dispatch had been found liable to pay any

specific citation or to pay any particular sum of money to any entity. Thus, unlike the aspect of the order that directed defendant to deposit a specific sum of money into an escrow account, this aspect of the order did not require defendant to "do *** a particular thing." Rather, it was simply a declaratory finding that defendant, and not plaintiff, had the responsibility to satisfy any citations for which Dispatch became liable arising from post-agreement conduct.

¶ 30 Finally, the aspect of the December 1 order granting plaintiff's request for attorney fees and directing them to submit a fee petition in due course was not an injunction, as it also did not require defendant to do any particular thing. See generally *In re Marriage of Tetzlaff*, 304 Ill. App. 3d 1030, 1038 (1999) (order modifying interim attorney fee award not considered an injunction appealable under Rule 307(a)(1)).

¶ 31 Although we have determined that two aspects of the December 1 order constituted injunctions for purposes of Rule 307(a)(1), this does not end our inquiry involving appellate jurisdiction. Although this relief constituted an injunction, it is not subject to review under Rule 307(a)(1) unless it was interlocutory, and not permanent, in nature. *Santella*, 393 Ill. App. 3d at 903. That rule permits appeals only of interlocutory injunction orders, which merely preserve the status quo pending a decision on the merits, conclude no rights, and are limited in duration. *Id.* (citing *Steel City Bank v. Village of Orland Hills*, 224 Ill. App. 3d 412, 416 (1991)). Rule 307(a)(1) does not apply to permanent orders, which are orders that are not limited in duration and alter the status quo. *Santella*, 393 Ill. App. 3d at 903 (citing *Steel City Bank*, 224 Ill. App. 3d at 417; *Smith v. Goldstick*, 110 Ill. App. 3d 431, 438 (1982)). Such orders constitute final orders, and they are only appealable under Illinois Supreme Court Rule 301 (eff. Feb. 1, 1994) or Illinois Supreme Court Rule 304(a) (eff. Mar. 8, 2016) if those rules are otherwise applicable. *Santella*, 393 Ill. App. 3d at 903 (citing *Steel City Bank*, 224 Ill. App. 3d at 416); see also *Skolnick*, 191 Ill.

2d at 222 ("a permanent injunction is a final order, appealable only pursuant to Supreme Court Rules 301 or 304").

¶ 32 On the question of whether the aspect of the order requiring defendant to deposit money into an escrow account constitutes an appealable injunction, we find *Puleo* instructive. There, a plaintiff sought to appeal a trial court order requiring her to deposit a certain sum of money with the clerk of the circuit court. *Puleo*, 315 Ill. App. 3d at 1042. The money at issue had been paid to the plaintiff by two insurance companies in partial satisfaction of a judgment she had obtained in a personal injury lawsuit. *Id.* at 1042-43. After the money had been paid, this court reversed the judgment in the plaintiff's favor and remanded the case for a retrial on damages. *Id.* at 1043. The two insurance companies intervened in the underlying suit and sought restitution of the money they had paid to the plaintiff. *Id.* The trial court did not grant restitution, but it ordered the plaintiff to deposit the money with the court subject to the redetermination of damages owed to the plaintiff. *Id.* On appeal, this court agreed with the plaintiff that the order directing her to deposit money with the court constituted an injunction. *Id.* at 1044. However, the court held that the order was a permanent injunction, because it altered the status quo rather than preserved it. *Id.* at 1045. In other words, the status quo involved the plaintiff being in possession of the money, and the trial court's order altered this by affirmatively requiring her to deposit the money with the clerk of the circuit court. *Id.* For this reason, the court held that the order was a permanent injunction and not within those orders appealable under Rule 307(a)(1). *Id.*

¶ 33 The order in this case is similar to the order involved in *Puleo*. The aspect of the trial court's order that required defendant to deposit $36,546 into an escrow account to satisfy his obligation to pay his share of the property taxes and insurance premiums constitutes a permanent injunction that is not subject to review under Rule 307(a)(1). This aspect of the order altered the

status quo, which involved defendant being in possession of this money, by affirmatively requiring him to deposit it into an escrow account at MB Financial. Moreover, the court entered this order after reaching conclusions regarding the rights of the parties concerning defendant's failure to pay the taxes and insurance premiums for which he was responsible. Finally, the terms of this aspect of the order included no limitation on the order's duration.

¶ 34 On the question of whether the aspect of the order requiring defendant to vacate the premises on Elston Avenue constitutes an appealable injunction, we find *Smith* instructive. That case was an action involving the dissolution of a law partnership, in which the defendant attempted to appeal from a series of interlocutory orders, two of which involved orders that the parties to execute a sublease for the partnership's office space and vacate the premises. *Smith*, 110 Ill. App. 3d at 433-34. This court held that, assuming those orders were in the nature of an injunction, the injunction was permanent in character and not appealable under Rule 307(a)(1). *Id.* at 438. The court noted that the orders were not limited in duration and did not seek to preserve the status quo. *Id.* "[R]ather, by them defendant is permanently deprived of his right to occupy the law offices, and they are more in the nature of final orders disposing of an issue between the parties." *Id.*

¶ 35 As was the case in *Smith*, here the aspect of the December 1 order that required defendant to vacate the Elston Properties by December 4, 2017, was a permanent injunction that cannot be appealed under Rule 307(a)(1). This aspect of the order altered the status quo, which involved defendant having a right to occupy a portion of the property on Elston Avenue until December 31, 2017, by directing him to vacate it by December 4, 2017. The order was not limited in duration. Rather, it permanently deprived defendant of his right to occupy the premises on Elston Avenue. It was further entered after the trial court reached conclusions regarding the rights of the

parties as to whether defendant had defaulted in his obligations under the settlement agreement.

¶ 36 For the reasons above, we conclude that no aspect of the trial court's order of December 1, 2017, is appealable under Rule 307(a)(1). Defendant does not argue that the order constituted a final adjudication so as to be appealable under Supreme Court Rule 301, and we agree that it does not. At the time this order was entered and defendant filed his notice of interlocutory appeal, further proceedings were contemplated in the case, including a prove-up of damages and the plaintiff's presentation of a petition for his attorney fees. Also, other named plaintiffs and defendants were involved in the case whose claims were not resolved. Although the supporting record contains no materials after December 1, 2017, to inform us of what actually occurred, we may consider matters *dehors* the record in deciding the issue of our jurisdiction. *Steel City Bank*, 224 Ill. App. 3d at 416. We may take judicial notice of the electronic docket of the Clerk of the Circuit Court of Cook County (*TCF National Bank v. Richards*, 2016 IL App (1st) 152083, ¶ 50), which indicates that activity in this case has continued in the trial court through the present time. This further confirms that a final adjudication is not involved here. Furthermore, defendant does not contend that there has been an express written finding that no just reason exists for delaying appeal of the December 1 order, so as to make it appealable under Supreme Court Rule 304(a). Accordingly, this court is without jurisdiction to consider the merits of defendant's claims on appeal concerning the trial court's order of December 1, 2017.

¶ 37 Concerning the trial court's order of November 28, 2017, the defendant's only argument as to the basis of appellate jurisdiction under which this court may review that order is that the November 28 order "bears directly on the question" of whether the December 1, 2017, order was proper. Defendant cites *Sarah Bush Lincoln Health Center*, 268 Ill. App. 3d at 187, in which the court held that "the proper scope of review under Rule 307 is to review any prior error that bears

directly upon the question of whether the order on appeal was proper." In light of our holding that Rule 307 does not provide a basis for review of the December 1 order, we reject the argument that it can serve as a basis for review of the November 28 order as bearing on the propriety of the December 1 order. The November 28 order imposed sanctions on defendant for discovery violations under Supreme Court Rule 219(c), but it was not an order of contempt. As such, the order was interlocutory and not appealable. *Lewis v. Family Planning Management, Inc.*, 306 Ill. App. 3d 918, 924 (1999).

¶ 38 III. CONCLUSION

¶ 39 For the foregoing reasons, we dismiss this appeal based on the absence of subject matter jurisdiction to consider its merits.

¶ 40 Appeal dismissed.