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2014 IL App (3d) 130688-U

Order filed August 13, 2014

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IN THE  
APPELLATE COURT OF ILLINOIS  
THIRD DISTRICT

A.D., 2014

<i>In re</i> MARRIAGE OF	)	Appeal from the Circuit Court
	)	of the 21st Judicial Circuit,
PER MICHAEL BERG,	)	Kankakee County, Illinois.
	)	
Petitioner-Appellee/Cross-Appellant,	)	
	)	Appeal No. 3-13-0688
v.	)	Circuit No. 08-D-349
	)	
DAWN MARIE BERG,	)	Honorable
	)	Michael D. Kramer
Respondent-Appellant/Cross-Appellee.	)	Judge, Presiding.

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JUSTICE WRIGHT delivered the judgment of the court.  
Justices Carter and Holdridge concurred in the judgment.

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**ORDER**

- ¶ 1           *Held:* The trial court properly determined husband did not dissipate assets and did not have the financial ability to contribute toward wife’s attorney fees. The trial court did not abuse its discretion by awarding wife maintenance of \$2,600 per month subject to review in four years.
- ¶ 2           Petitioner, Per Michael Berg (Michael), filed a petition for dissolution of marriage from respondent, Dawn Marie Berg. On September 17, 2013, the trial court entered a judgment of dissolution of marriage, incorporating a “Memorandum of Decision” issued by the court on

February 22, 2013, denying Dawn’s request for a dissipation award and her request for contribution towards her attorney fees. The court ordered Michael to pay maintenance in the amount of \$2,600 per month subject to review after four years. Dawn appeals the trial court’s ruling on dissipation and contribution toward her attorney fees. Michael cross-appeals, arguing the trial court erroneously ordered him to pay maintenance in the amount of \$2,600 per month subject to review in four years. We affirm.

¶ 3

### BACKGROUND

¶ 4

Michael and Dawn were married on August 12, 1997. Prior to the marriage, the couple had one daughter, C.J., born December 26, 1995. During the marriage, the couple had two more children, Per Colton, born July 18, 2003, and Gunner, born November 18, 2004. On September 8, 2008, after 11 years of marriage, Michael filed his petition for dissolution of marriage.<sup>1</sup> At the time, Michael was 40 years old and Dawn was 44. On December 5, 2008, the trial court entered an order granting Michael exclusive possession of the marital residence.

¶ 5

On March 30, 2009, Dawn’s first attorney withdrew and the court entered an order allowing Dawn 21 days to enter her appearance or have new counsel appear on her behalf. The court set the matter for a status hearing on May 1, 2009. On May 1, 2009, Michael appeared at the scheduled status hearing, but neither Dawn nor an attorney representing Dawn appeared on that date. The court did not take any action on May 1, 2009, and scheduled the matter for hearing on May 18, 2009.

¶ 6

On May 18, 2009, Dawn did not appear in person or by counsel for a trial on the merits and the matter proceeded to trial. On May 20, 2009, Michael presented the judgment to the court

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<sup>1</sup> One week later, Dawn filed a petition for dissolution of marriage in a separate case, and the cases were consolidated on November 13, 2008.

which dissolved the marriage and awarded Michael the marital residence, all personal property in his possession, and sole custody of the children.

¶ 7            Nearly 16 months later, on September 3, 2010, Dawn filed a motion requesting the court to vacate the May 20, 2009, judgment for dissolution of marriage, pursuant to section 2-1401 of the Illinois Code of Civil Procedure. 735 ILCS 5/2-1401 (West 2010). Among other things, Dawn argued she did not receive notice of the entry of the court's March 30, 2009, order allowing her previous attorney to withdraw, and she had meritorious defenses to the issues of custody, maintenance, and property division. On November 19, 2010, the court granted Dawn's motion to vacate. This ruling is not at issue in this appeal.

¶ 8            On January 27, 2011, the trial court entered an order directing Michael to add Dawn back on to his medical and dental insurance available through his employment. On July 25, 2011, Dawn filed a motion requesting the trial court to enter a judgment declaring the parties' September 23, 2004, agreement concerning the marital residence, valid and enforceable. Subsequently, the court entered an order finding the September 23, 2004, agreement binding on the parties. The September 23, 2004, postnuptial agreement provided that Dawn paid \$100,000 from an inheritance from Dawn's grandmother as a down payment toward the marital residence. According to the agreement, Michael agreed Dawn should receive the first \$100,000 from the sale proceeds, and any remaining equity would be split equally between the parties. On September 12, 2011, the trial court denied a request by Dawn to access marital funds absent testimony regarding her living arrangements and expenses.

¶ 9            On January 3, 2012, Dawn filed a notice of affirmative claim of dissipation, pursuant to section 503 of the Illinois Marriage and Dissolution of Marriage Act (the Act), arguing Michael liquidated assets and spent income and tax refunds for nonmarital purposes. 750 ILCS 5/503

(West 2012). On January 17, 2012, the date originally scheduled for trial, the court ordered Michael to pay Dawn \$750 per month as temporary maintenance and continued the trial due to a number of unresolved discovery matters.

¶ 10 The hearing on the contested financial and property issues began on January 29, 2013, and continued over a number of days.<sup>2</sup> Prior to the marriage, in 1995, Dawn, who did not have a high school diploma, left her job driving a dump truck to be a stay-at-home mother for the minor's oldest child. Throughout the marriage, Dawn remained at home caring for the parties' three children while Michael worked. In both 2009 and 2012, after the parties separated, Dawn worked for a few months as a part-time bartender.

¶ 11 Since 2003, Dawn suffered from sciatica, causing Dawn to undergo back surgery in February of 2012 to repair four crushed discs. Although the surgery relieved Dawn's sciatica, Dawn remained unable to sit or stand for long periods of time. In addition, Dawn suffered from torn rotator cuffs in both shoulders and testified her doctors recommended future surgeries to alleviate her back and shoulder pain. According to Dawn, she suffered from poor dental health and required new dental implants, costing between \$45,000 and \$85,000, without dental insurance. Dawn also testified she had unpaid medical bills in the amount of \$15,084.63, and needed new glasses at a cost of \$1,000.

¶ 12 After moving out of the marital residence, pursuant to court order in December 2008, Dawn lived with various people and sold a few items she took from the marital residence. Dawn testified she lived with a man she dated until 2011, however, since September 2012, Dawn stayed with a friend, Kathy. Although Dawn agreed to pay \$400 in monthly rent, she was unable to pay because she did not have any income. Dawn owed a total of \$19,000 to friends who

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<sup>2</sup> The parties reached an agreement regarding custody and visitation issues on May 9, 2012.

helped her with expenses after the parties separated. Dawn testified that, during the marriage, she and Michael ate out frequently and the family took yearly vacations to visit Michael's mother in Florida.

¶ 13 Michael worked as a heavy machine operator and union steward on pipelines with the Local 150 Union of Operating Engineers since 1994. At the time of the hearing, Michael earned \$41.09 per hour. Including his salary, truck rent, and vacation pay, Michael earned \$171,634 for 2008, \$143,234 for 2009, \$113,908 for 2010, and \$140,108 for 2011. Michael's December 9, 2012, pay stub reflected his 2012 year-to-date earnings to be \$61,098, with an additional \$12,590 in truck rent and \$1,912 accrued for vacation pay. Michael testified the decrease in income for 2012 occurred due to an agreement with the court that he would not accept out-of-town jobs or work as much overtime in order to care for the parties' children. Michael testified he expects to receive \$4,892.87 each month in pension benefits upon his retirement.

¶ 14 The parties used \$100,000 of Dawn's inheritance money as a down payment to purchase a \$245,000 home located in Bonfield, Illinois, in September 2004. Two appraisals valued the home between \$195,000 and \$205,000, and the home had a mortgage balance of \$131,242.55. Throughout the marriage, Dawn paid the bills using a joint checking account. In January 2008, the mortgage payments fell behind and, in March 2008, Michael removed Dawn's name from the parties' joint account and did not provide her with access to his income. After the parties separated in September 2008, the mortgage remained unpaid until May 2009, when Michael paid \$12,955.32, out of his own income, toward the \$22,955.32 mortgage balance to cure the default. Michael testified he borrowed the other \$10,000 from his mother in order to pay the debt. Michael testified he paid approximately \$8,300 toward tax arrearages on the house.

¶ 15            Approximately one year after Dawn moved out of the marital residence in December 2008, Michael's girlfriend and her three children moved into Michael's home, the former marital residence. Michael testified that, after Dawn moved out of the marital residence in December of 2008, he did not receive any contact from Dawn for 17 months.

¶ 16            Dawn submitted evidence Michael dissipated \$179,330.87 of marital property between October 7, 2008, and November 8, 2012. Dawn alleged Michael withdrew \$58,175.35 in cash and ATM fees, and received \$23,129.31 in income, \$30,871.94 in truck rent, and \$1,073 from trapping proceeds, which were not deposited into any known bank accounts. In addition, Dawn asserted Michael's expenditures in the amount of \$66,081.27 for hotels, liquor, vacations, jewelry, and other items, constituted dissipation.

¶ 17            When explaining the allegedly dissipated assets, Michael explained he believed he was divorced from Dawn in May 2009 when the trial court entered a judgment for dissolution of marriage. Michael testified he used to purchase beer on his way home from work, but that he no longer drinks. In addition, Michael stated he vacationed on multiple occasions with his girlfriend and their respective children to Wisconsin where his girlfriend's grandmother lived. Michael purchased the airline tickets to Alaska as Christmas gifts for his daughter and his girlfriend's daughters. Michael also informed the court he vacationed in Las Vegas in 2009 and Jamaica in 2010 with his girlfriend. Michael testified he took the family out to dinner once each week and he ate out for lunch three times each week.

¶ 18            Michael told the court he spent approximately \$4,500 to purchase a four-wheeler, \$6,500 for a riding lawn mower, \$2,100 for three dirt bikes, \$1,000 toward his daughter's vehicle, and \$15,000 toward a down payment on his vehicle. Michael also testified he used the money to pay for the children's school, sporting, and clothing expenses and to pay all of the household

expenses. In addition, Michael testified he made a lump sum payment toward the mortgage and tax arrearages in 2009.

¶ 19 The parties submitted written closing arguments to the court on February 14, 2013. On February 22, 2013, the trial court entered a detailed written “Memorandum of Decision.” With respect to Dawn’s dissipation claim, the court stated,

“[Dawn] argues that the marital estate should be reimbursed for [Michael’s] dissipation. [Dawn] points to monies unaccounted for and expenditures by [Michael] at liquor stores and restaurants since 2008 when the petition was filed. [Dawn] overlooks a number of facts in bringing her dissipation claim. First, [Michael] has been the sole support for the parties’ three minor children since the time [Dawn] moved out of the marital residence in December of 2008. [Michael] testified that in addition to spending large sums of money supporting the children, he unexpectedly had to pay a large sum to bring the mortgage current at the marital residence as [Dawn] had stopped paying the mortgage for a number of months prior to her leaving. Second, [Michael] obtained a Judgment of Dissolution of Marriage in May of 2009 which explains the lack of records and receipts after this date. This Judgment was in effect until [Dawn’s] Motion to Vacate was allowed in November of 2010. Third, [Michael’s] spending was in line with what the parties spent during the marriage. Maintaining a household and providing for the family is not dissipation. Given these facts, the Court is unable to conclude that [Michael] should reimburse the marital estate for any amount.”

The court split the marital property “essentially equally,” including Michael’s pension. The court allowed Michael to remain in the marital residence with the children. The court ordered that, once the parties’ oldest child graduates high school, the parties shall list the property for sale and, upon the sale of the property, Dawn shall be entitled to all of the proceeds.

¶ 20 With respect to maintenance, the court addressed each of the factors set forth in section 504 of the Act. 750 ILCS 5/504(a) (West 2012). The court found Michael had a gross income of “approximately \$130,000 per year” and Michael spent “all that he earns and has no savings.” The court noted Michael had taken several vacations since the parties’ separation and allowed his girlfriend and her children to move in with him. The court also determined the parties enjoyed a comfortable lifestyle during the marriage but “they spent more than they earned” and determined that, without any savings, “neither party is financially secure.”

¶ 21 The court noted Dawn would be entering the workforce at age 48 with “little education,” after being a homemaker for a significant portion of the parties’ marriage. The court determined it would be unlikely Dawn’s future income “will ever be more than a fraction of [Michael’s].” The court stated, Dawn “has many health complaints and is [in] the process of appealing the denial of her Social Security disability claim. A recent surgery did not alleviate her complaints.” The trial court also stated, “[Dawn] is in need of maintenance to allow her to live independently. [Michael], although he is the sole source of support for the parties’ three minor children, is able to pay some maintenance with his present income.” Accordingly, the trial court ordered Michael to pay \$2,600 per month in maintenance, subject to review after four years, and provided that Michael shall have the burden of showing that maintenance is no longer appropriate, or should be reduced, at the review hearing, given Dawn’s age and limited earning capacity.

¶ 22 On March 12, 2013, Michael filed a motion to reconsider arguing, among other things, the court erred when it awarded Dawn \$2,600 in monthly maintenance and by setting maintenance to be reviewable after four years. On March 25, 2013, Dawn filed a motion to reconsider arguing, among other things, the court erroneously denied her dissipation claim. On April 2, 2013, Dawn filed a petition for contribution to attorney fees, requesting the court to order Michael to pay Dawn’s outstanding attorney fees in the amount of \$132,607.01.

¶ 23 The trial court conducted a hearing on the parties’ respective motions to reconsider and Dawn’s petition for contribution to attorney fees on August 13 and 23, 2013. After evidence<sup>3</sup> and arguments, the court denied Dawn’s petition for contribution to attorney fees. The court stated it considered the division of the marital estate, the maintenance award, and earning abilities of the parties, and found Dawn did not have the ability to pay her fees, but that Michael also did not have the ability to contribute toward Dawn’s fees in excess of what he had already been ordered to pay.<sup>4</sup> After concluding neither party introduced new evidence, changes in the law, or errors in the application of existing law, the court denied the motions to reconsider.

¶ 24 On September 17, 2013, the court entered a judgment for dissolution of marriage, incorporating the rulings contained in its February 22, 2013, “Memorandum of Decision” and denying Dawn’s petition for contribution to attorney fees. Dawn appeals and Michael cross-appeals.

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<sup>3</sup> The parties stipulated to “entry of the attorney fee contract executed by [Dawn] with [her counsel’s] office, a copy of [Michael’s counsel’s] statement of services rendered, and a copy of [Dawn’s counsel’s] fee statement of services rendered.” These documents are not included in the record on appeal.

<sup>4</sup> The trial court ordered Michael to pay \$3,000 on January 27, 2011, \$3,000 on September 12, 2011, and \$5,500 on December 2, 2011, toward Dawn’s attorney fees.

¶ 25

## ANALYSIS

¶ 26

On appeal, Dawn contends the court's finding that Michael did not dissipate \$179,330.87 in marital assets was against the manifest weight of the evidence. In addition, Dawn argues the court erred when it denied her request for Michael to contribute toward her outstanding attorney fees in the amount of \$132,607.01. On cross-appeal, Michael argues the court erred when it awarded Dawn \$2,600 in monthly maintenance, subject to review in four years.

¶ 27

### I. Dissipation Claim

¶ 28

Dawn first argues the trial court's denial of her request for a \$179,330.87 dissipation claim was against the manifest weight of the evidence because Michael did not show the allegedly dissipated funds were used for a marital purpose. Michael concedes "speaking in generalities" does not defeat a dissipation claim, but contends the unique circumstances of this case supports the trial court's finding he did not dissipate assets.

¶ 29

Dissipation refers to a spouse's use of marital property for his sole benefit for a purpose unrelated to the marriage when the marriage is undergoing an irreconcilable breakdown. *In re Marriage of Awan*, 388 Ill. App. 3d 204, 215 (2009). The spouse charged with dissipation has the burden of showing, by clear and specific evidence, how the marital funds were spent. *Id.* General and vague statements that funds were spent on marital expenses or to pay bills are inadequate to refute a finding of dissipation. *Id.*

¶ 30

Whether a particular course of conduct constitutes dissipation depends on the unique facts of each case. *In re Marriage of Blunda*, 299 Ill. App. 3d 855, 864 (1998). When making its decision, the court must determine the credibility of the spouse charged with dissipation. *In re Marriage of Berberet*, 2012 IL App (4th) 110749, ¶ 50. The court's finding concerning dissipation is reviewed under the manifest weight of the evidence standard. *In re Marriage of*

*Hubbs*, 363 Ill. App. 3d 696, 699 (2006). A factual determination is against the manifest weight of the evidence only when the opposite conclusion is clearly evident or the finding is arbitrary, unreasonable, or not based on the evidence. *In re Marriage of Romano*, 2012 IL App (2d) 091339, ¶ 86.

¶ 31 Michael submitted evidence to the trial court that he paid \$22,955.32<sup>5</sup> in May of 2009 toward the mortgage arrearage. Michael stated he spent \$4,500 to purchase a four-wheeler, \$6,500 on a riding lawn mower, \$2,100 for three dirt bikes, \$15,000 toward a new vehicle, and \$8,300 toward the tax arrearage. With regard to Michael's expenditures for vacations and dining out, the expenditures were consistent with Dawn's testimony the family vacationed to Florida and ate out frequently during the marriage. See *Berberet*, 2012 IL App (4th) 110749, ¶ 57.

¶ 32 In this case, Michael's lack of financial record-keeping can be attributed to his reasonable belief he did not need to track his spending after the marriage was legally dissolved in May of 2009. Moreover, it is undisputed Michael was the sole financial provider for the parties' three children throughout the four years and Michael used a substantial portion of his income to pay expenses for his children and the residence. It is clear from this record that, during the marriage, the parties spent as much money as they earned and, consequently, Michael's spending habits during the breakdown of the marriage were consistent with the parties' well-established spending practices during the marriage. Despite the fact that Michael did not provide documentation to support all of his spending, the trial court was in the best position to consider Michael's credibility concerning his expenditure of the funds, and we will defer to those credibility determinations. See *In re Marriage of Tietz*, 238 Ill. App. 3d 965, 983-84 (1992); *Berberet*, 2012 IL App (4th) 110749, ¶ 50. Based on the unique circumstances of this case, the trial court's

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<sup>5</sup> The trial court admitted Michael's Exhibit A, reflecting payment of the mortgage arrearage into evidence, but a copy of this exhibit is not included in the record on appeal.

finding regarding lack of dissipation of marital assets was not against the manifest weight of the evidence.

¶ 33 II. Contribution Toward Attorney Fees

¶ 34 Dawn also contends the court abused its discretion when it denied her request to order Michael to contribute toward her attorney fees. Dawn asserts that, since the trial court concluded she was entitled to maintenance, it “logically follows” that Michael should be required to contribute to her attorney fees. Dawn also contends Michael increased the cost of litigation by failing to comply with a request to produce and failing to properly disclose trial witnesses. Michael responds the court’s ruling did not constitute an abuse of discretion because he does not have the ability to contribute to Dawn’s attorney fees.

¶ 35 While attorney fees are generally the obligation of the party who incurred them, a trial court can require one party to pay a “reasonable amount” for the other party’s attorney fees if the party seeking fees demonstrates her inability to pay and the other party’s ability to do so. *In re Marriage of Pond and Pomrenke*, 379 Ill. App. 3d 982, 987 (2008); *In re Marriage of Schneider*, 214 Ill. 2d 152, 174 (2005); but see *In re Marriage of Haken*, 394 Ill. App. 3d 155, 162 (2009) (disagreeing that a contribution award requires a spouse to prove inability to pay). A party has the financial inability to pay attorney fees if payment of the fees would strip that party of his means of support or undermine the party’s financial stability. *In re Marriage of Patel and Sines-Patel*, 2013 IL App (1st) 112571, ¶ 113.

¶ 36 Section 508(a) of the Act provides, at the conclusion of the case, “contribution to attorney’s fees and costs may be awarded from the opposing party in accordance with subsection (j) of [s]ection 503. *Id.* Pursuant to section 503(j) of the Act, any “award of contribution to one party from the other party shall be based on the criteria for division of marital property under this

[s]ection 503 and, if maintenance has been awarded, on the criteria for an award of maintenance under [s]ection 504. 750 ILCS 5/503(j)(2) (West 2012). The criteria includes the property awarded to each spouse, their incomes and present and future earning capacities, the needs of each party, and any other factor the court finds to be just and reasonable. 750 ILCS 5/503(a), 504(a) (West 2012). Whether the attorney fees of one spouse should be paid by the other spouse is a decision that lies within the sound discretion of the trial court, and that decision will not be disturbed absent an abuse of that discretion. *In re Marriage of McGuire*, 305 Ill. App. 3d 474, 479 (1999).

¶ 37 Our review of the record reveals that, although Michael has a substantial income, he provides for the financial needs of the parties' three children and does not receive any financial support from Dawn. In addition, Michael remains financially responsible for maintaining the marital residence until it sells and pays maintenance of \$2,600 per month to Dawn. Further, although Dawn is not contributing toward the maintenance of the parties' largest asset, the marital home, she will receive a substantial amount of the proceeds from the sale and was awarded one-half of Michael's pension benefits. Additionally, neither party accumulated savings during the marriage, and both parties will be required to draw from their portion of the marital estate in order to pay their respective attorney fees. The record also shows that Michael was previously ordered to pay \$11,500 toward Dawn's attorney fees.

¶ 38 The court in this case carefully considered the division of the marital estate, the maintenance award, and earning abilities of the parties, and found Michael did not have the ability to contribute toward Dawn's fees. Based on the facts of this case, we agree with the trial court that Michael was not in a financial position to contribute toward Dawn's attorney fees.

Therefore, the trial court's denial of Dawn's request for contribution to her attorney fees did not constitute an abuse of discretion.

¶ 39

### III. Maintenance Award

¶ 40

Finally, we address Michael's argument on cross-appeal that the trial court's order requiring him to pay Dawn \$2,600 in monthly maintenance constituted error. Michael also argues the trial court erred when it placed the burden on him to show at the four-year review hearing that maintenance is no longer appropriate or should be reduced. The amount of a maintenance award lies within the sound discretion of the trial court, and a reviewing court will not reverse that decision unless it constitutes an abuse of discretion. *In re Marriage of Schneider*, 214 Ill. 2d 152, 173 (2005). An abuse of discretion occurs where no reasonable person would take the view adopted by the trial court. *Id.* The trial court's factual findings made in determination of the maintenance award will not be disturbed unless they are against the manifest weight of the evidence. *In re Marriage of Nord*, 402 Ill. App. 3d 288, 294 (2010).

¶ 41

Section 504 of the Act sets out the factors a trial court should consider when awarding maintenance. 750 ILCS 5/504(a) (West 2012). The factors include: (1) the income of each party, (2) the needs of each party, (3) the present and future earning capacity of each party, (4) any impairment of the present and future earning capacity of the party seeking maintenance, (5) the time necessary to enable the party seeking maintenance to acquire education, training, and employment, (6) the standard of living established during the marriage, (7) the duration of the marriage, (8) the age and physical and emotional condition of the parties, (9) tax consequences of the property division, (10) contributions by the party seeking maintenance to the education, training, career or career potential of the other spouse, (11) any valid agreement of the parties, and (12) any other factor the court finds to be just and equitable. 750 ILCS 5/504(a) (West

2012). The trial court has wide latitude to consider the needs of the parties when awarding maintenance. *In re Marriage of Schiltz*, 358 Ill. App. 3d 1079, 1084 (2005).

¶ 42 After receiving trial testimony and exhibits, the court found Michael earned a consistent annual salary of approximately \$130,000. In comparison, the evidence established that Dawn worked two short-term, part-time jobs after being out of the workforce for 15 years to raise the parties' children. Since Dawn did not receive any financial assistance from Michael until January 17, 2012, it is unclear how Dawn supported herself between the entry of the court's May 20, 2009, judgment for dissolution and the court's order vacating that judgment on November 19, 2010.

¶ 43 The trial court also noted a maintenance award would allow Dawn to live independently, despite the fact that Michael was the sole financial provider for the three children. Given Dawn's health problems, level of education, and lack of training, it is unlikely she will be able to attain the same earning capacity as Michael. Based on the facts of this case, we agree with the trial court's well-written and methodical order addressing each of the relevant statutory factors before finding Dawn is entitled to receive maintenance in the amount of \$2,600 per month for the next four years subject to further judicial review after that period of time.

¶ 44 In this case, the trial court established maintenance would be subject to review in four years. Under these circumstances, it is proper and preferable for the trial court to inform the parties which person will have the burden of proof to offer evidence supporting termination or a reduction in maintenance. *In re Marriage of Culp*, 341 Ill. App. 3d 390, 396 (2003). Here, the trial court advised Michael it would be his obligation to establish sufficient proof in four years to terminate or reduce his maintenance obligation. Consequently, the trial court did not improperly place the burden on Michael to show, at the subsequent maintenance review hearing, that

maintenance for Dawn, following a relatively short marriage, should be reduced or terminated entirely.

¶ 45

#### CONCLUSION

¶ 46

For the foregoing reasons, the judgment of the circuit court of Kankakee County is affirmed.

¶ 47

Affirmed.