

No. 1-14-2664

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IN THE APPELLATE COURT
OF ILLINOIS
FIRST JUDICIAL DISTRICT

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|-----------------------------------|---|----------------------|
| IN RE MARRIAGE OF: KENNETH STEVEN |) | Appeal from the |
| NORMAN, JR., |) | Circuit Court of |
| |) | Cook County. |
| Petitioner-Appellant, |) | |
| |) | |
| v. |) | No. 11 D 1791 |
| |) | |
| NICOLE BETH FENNER NORMAN, |) | Honorable |
| |) | Andrea M. Schleifer, |
| Respondent-Appellee |) | Judge Presiding. |

JUSTICE BURKE delivered the judgment of the court.*
Presiding Justice Reyes and Justice Lampkin concurred in the judgment.

ORDER

Held: The trial court's judgment is affirmed in part and vacated in part where its factual findings were supported by the evidence, any error in classifying certain outstanding loans as non-marital property was harmless, none of the court's findings or rulings relating to child support were erroneous, and petitioner's "interrelated error" argument did not apply to the court's sole reversible error in this case. However, the court erred by failing to allocate the parties' marital debt within the terms of the parties' premarital agreement.

* This case was recently reassigned to Justice Burke.

¶ 1 Petitioner, Kenneth Steven Norman, Jr., appeals from the trial court's order dissolving his marriage to respondent, Nicole Beth Fenner Norman, and making several findings and rulings regarding the division of the parties' property and debts and the allocation of child support. For the following reasons, we affirm in part, vacate in part, and remand with directions.

¶ 2 I. BACKGROUND

¶ 3 A. Pretrial Proceedings

¶ 4 Petitioner and respondent married in May 2003. Before marrying, the parties entered into a premarital agreement.

¶ 5 In February 2011, petitioner sought to dissolve the parties' marriage. Petitioner and respondent subsequently entered into a custody agreement and order regarding their two children.

¶ 6 Prior to trial, the parties stipulated to the validity of their premarital agreement, except to the portion of paragraph 3.4 which reads as follows: "In the event either party files for a dissolution of the parties' marriage, or for a legal separation, each party agrees not to seek from the other any attorney's fees, expert's fees, litigation costs, or court costs related to or arising from such a proceeding." The parties also stipulated that their marital residence at East Debbie and their rental property on Busse were both in foreclosure. The two homes were located in Mt. Prospect, Illinois.

¶ 7 Before trial commenced, respondent's attorney indicated to the trial court that she would be asking the court to reinstate petitioner's initial child support obligation, asserting that in the summer of 2011, petitioner hired his live-in girlfriend and his income was suddenly reduced and paid to his girlfriend. The court commented, "And she was very, very talented, as I recall the representation."

¶ 8 Following the attorneys' stipulations and discussions, the matter proceeded to trial. We set forth only the evidence pertinent to the issues on appeal.

¶ 9 B. Trial

¶ 10 1. *Petitioner's Testimony*¹

¶ 11 In 2003, petitioner began working at Integrated Measurement Systems (IMS), a company his father, Kenneth Sherman Norman (Kenneth Sr.), started in 1994. Over time, Kenneth Sr. and petitioner's mother, Maria Norman (Maria), gifted petitioner shares of IMS such that petitioner became the majority shareholder in approximately 2008 or 2009. At the time of trial, petitioner owned 51% of the company's shares. In May 2012, he became the president of IMS.

¶ 12 Petitioner testified that in 2008, he received a salary from IMS and "[p]otentially" received a bonus. He also owned another entity, KSN Properties (KSN), with Kenneth Sr. He would "have to look at [his] tax return to see if" he received income from KSN in 2008.

¶ 13 In 2009, petitioner received income from IMS and KSN. He did not know the amount of income he earned at IMS. He also had use of a company car.

¶ 14 In 2010, petitioner received income from IMS as well as a company car. Petitioner's 2010 W-2 statement indicated he made \$196,000 at IMS. This amount included petitioner's bonuses.

¶ 15 Petitioner's 2011 W-2 statement reflected that he made \$97,647.74 at IMS in salary and bonuses. He acknowledged that between 2010 and 2011, his IMS income was reduced by nearly \$100,000.

¶ 16 Petitioner denied having a safe deposit box in his own name in 2008. However, he said that he and respondent had a safe deposit box, in both of their names, which contained \$15,000 in cash. This was the only safe deposit box that petitioner ever used. When asked the amount of

¹ Petitioner testified as a witness in his own case, in rebuttal, and as an adverse witness in respondent's case.

money the safe deposit box contained at the time of trial, petitioner responded that he had "no idea" and respondent possessed the only key to the box. He denied taking any money from the safe deposit box between 2008 and the time of trial. He also denied that the safe deposit box was used mainly to store items like passports and birth certificates. Petitioner believed that Kenneth Sr. had a safe deposit box, but petitioner denied using it to store cash. When asked whether he stored \$100,000 cash in Kenneth Sr.'s box, petitioner responded, "No. That was not my money." He denied removing \$100,000 from Kenneth Sr.'s safe deposit box.

¶ 17 In 2008, petitioner made loans from his non-marital account to the marital estate to purchase either the parties' rental property or their home. The first loan was for \$40,000. Petitioner drafted a promissory note from himself to respondent regarding the first loan and had the note notarized. When the loan was repaid, petitioner and respondent had the note notarized again. The parties stipulated that the first loan was paid in full.

¶ 18 The second loan that petitioner made to the marital estate was for \$25,000. Petitioner drafted another promissory note, which he and respondent had notarized. Petitioner denied that the \$25,000 loan was paid in full and that he refused to have the payment notarized.

¶ 19 Petitioner removed Kenneth Sr. as president of IMS in May 2012. That month, Kenneth Sr. filed a lawsuit against IMS. By the time of trial, petitioner and Kenneth Sr. had not spoken in almost two years. Until he was removed, Kenneth Sr. was responsible for hiring and firing employees. Petitioner did not have power to make hiring decisions.

¶ 20 According to petitioner, IMS's sales had decreased every year for the past five years. He estimated IMS was down \$250,000 in sales since 2012. However, petitioner's compensation in 2013 had not changed. Petitioner's income in 2010, 2011, and 2012 had fluctuated "based on how sales were for that given year."

¶ 21 Ferguson & Associates, an accounting firm hired by Kenneth Sr., initiated the direct deposit of petitioner's income into his account. Petitioner had a personal relationship with Randy Ferguson, with whom he hunted one week a year.

¶ 22 Petitioner testified that IMS paid for a generator for the East Debbie home. Later, petitioner hired a firm to remove that generator as well as the generator at Kenneth Sr.'s residence. Petitioner explained the generators were no longer needed and IMS planned to sell them.

¶ 23 Petitioner moved out of the East Debbie home in April 2011 and started renting the vacant home of his girlfriend, Julie Lamela. Lamela moved into the home with petitioner in the summer of 2011, and they were still living there at the time of trial.

¶ 24 Petitioner testified that Kenneth Sr. hired Lamela to work at IMS in the spring or early summer of 2011. In the three or four months prior to her hiring, Lamela worked at IMS for free. During this time, Lamela "was demonstrating her capabilities in the manufacturing environment" to Kenneth Sr. When Lamela began receiving a paycheck from IMS, she did the company's accounting, switched their software, reestablished their inventory system, spoke to customers and vendors, increased IMS's profit margin by reducing the cost of goods, and made suggestions regarding price increases.

¶ 25 Petitioner denied that Ferguson diverted half of his salary to Lamela and denied that his salary was reduced to pay Lamela's salary. Petitioner denied ever attending a meeting with Kenneth Sr. and Ferguson regarding a reduction of their salaries. Petitioner and Kenneth Sr. had the same salary in 2011 and in 2012, until Kenneth Sr.'s removal. Petitioner "believe[d]" IMS employed his mother, Maria, in 2011 but he did not know what she did because Maria was not there. Four to six employees worked at IMS in 2011.

¶ 26 Petitioner and Lamela also started another company, CNC Parts Plus (CNC), sometime in 2011, likely after Lamela was hired at IMS. CNC operated out of the same building as IMS. Petitioner had a 50% interest in CNC at its inception, but he voluntarily surrendered his shares in the summer of 2012 because he was not fulfilling his end of the duties and the business idea had not come to fruition. Petitioner believed CNC was still an ongoing company and that Lamela was the sole proprietor of CNC, but he did not have access to any financials so he was not sure.

¶ 27 Petitioner said that all of the income he earned between 2008 and the time of trial was reflected on his tax returns. His W-2 statements from 2011 reflected his only income for 2011.

¶ 28 Lamela was fired from IMS in August 2012 for multiple reasons, including her refusal to sign a non-compete and a confidentiality agreement. Petitioner explained that after his father was removed from office in May 2012, petitioner reviewed the employee files and discovered that Lamela had not signed the non-compete and confidentiality agreement.

¶ 29 Petitioner acknowledged that his stipulated disclosure statement of assets, dated September 12, 2013, listed his monthly salary as \$6,667. This was still petitioner's base salary at the time of trial. Petitioner also testified as to the monthly expenses listed on his disclosure statement. The statement did not list that petitioner paid rent to the properties at East Debbie or Busse.

¶ 30 Petitioner testified that he borrowed approximately \$7,000 to \$8,000 as a personal loan from Kenneth Sr. Petitioner "guess[ed]" that he borrowed this money in 2011. Between 2012 and the date of trial, petitioner also borrowed \$3,000 from Mary Moeller and \$9,000 from Lamela. These loans were for living expenses. Petitioner had not paid down any of the loans.

¶ 31 In July 2011, petitioner was ordered to pay \$3,110 per month in child support. He testified that he "may have" made a late payment since the court's July 2011 order. He also

acknowledged he did not pay respondent the full child support amount in December 2011. He explained that the State Disbursement Unit (SDU) recalculated his child support and he took care of the outstanding payment within the last month and a half before trial.

¶ 32 Petitioner testified that in February 2012, he filed an amended motion to reduce child support. His child support payment was reduced to \$2,308 per month. When asked whether he missed any payments since March 2012, petitioner responded "[e]verything has been paid in full." He then stated that "one or two payments" may have been paid late. He confirmed with SDU that he was current with his child support.

¶ 33 *2. Randy Ferguson's Testimony*

¶ 34 Randy Ferguson, a tax accountant and financial advisor, testified that he prepared IMS's corporate income tax returns and petitioner's personal income tax returns in 2008, 2009, 2010, 2011, and 2012. He also processed IMS's payroll for about five or six years. In 2008, IMS's gross revenue was approximately \$1.75 million and its net income was \$167,400. In 2012, IMS's gross revenue was approximately \$1.2 million and its net income was a loss of approximately \$19,000.

¶ 35 According to Ferguson, petitioner was entitled to a *pro rata* disbursement from IMS based on his stock ownership. In 2008, petitioner owned 46.6% of IMS shares. In 2009, petitioner owned 51% of the shares and his disbursement was a little less than \$54,000. In 2010, he owned 51% of the shares and his disbursement was approximately \$17,500. In 2011, petitioner owned 51% of the shares and his disbursement was approximately \$113,000.² In 2012, petitioner reported \$113,000 in income from IMS.

¶ 36 Ferguson explained that in an S corporation like IMS, the income from the corporation flows through to the individual's tax return, so each owner pays taxes on a *pro rata* share of the

² The record indicates the disbursement amount in 2011 was "113.00." However, this is presumably a typo, as petitioner states in his brief that he was disbursed \$113,000 in 2011.

corporation's income. The amount of petitioner's disbursement would be shown on petitioner's Schedule E form and his tax return. Retained earnings that had not been distributed would not have been reflected on petitioner's personal tax returns. The retained earnings amount would have been shown on the corporation's retained earnings.

¶ 37 Ferguson also testified that the amount of money reflected on petitioner's W-2 statements was petitioner's salary and bonuses that he took home. However, the amount shown on petitioner's tax returns may not have reflected the amount of money petitioner actually received, as businesses often retain cash reserves.

¶ 38 From 2008 through 2012, petitioner and Kenneth Sr. were paid the same amounts. Their W-2s would have been slightly different, based solely on their personal use of the company vehicle. In 2011, they both received the same compensation. In 2011, Maria Norman was on the IMS payroll. That was the only year, since approximately 2000, that Maria was on the payroll. Lamela was also on the payroll in 2011 but Ferguson did not believe she was on the payroll from 2000 through 2010 or in 2012. Ferguson did not recall Lamela's salary.

¶ 39 *3. Nicole Beth Norman's Testimony*

¶ 40 Respondent testified that she was employed by Greystar Illinois Management and had been so employed since February or March 2010. Her 2010 W-2 statement showed that her gross pay was \$55,399.24. This was her sole income. Her Rule 13.3 disclosure statement of assets showed her gross income in 2012 was \$90,395. This was the aggregate of her base pay and a bonus. Her gross income in 2013, through September 6, 2013, was \$68,325.84.

¶ 41 After deductions, respondent's total net monthly income was \$4,606. This did not include her bonus or child support. Her total monthly living expenses were \$8,298, which included \$3,587 of children's expenses. However, she acknowledged her monthly food expenses of \$1,160

were probably not accurate. Her monthly living expenses exceeded her monthly income by \$4,895. Respondent withdrew \$17,795 from a Chase account in February 2011. The disclosure statement did not show the money respondent withdrew from an escrow account in 2011 or her flexible spending account (FSA), which held a balance of \$3,500.

¶ 42 Respondent had the following credit card balances: \$4,244.54 on a Sears card; \$9,308 on a Chase card; \$19,585.31 on a PNC card; \$17,000 on an American Express card; and \$2,000 on various cards such as a Kohl's card. All of the cards, except the Kohl's card, were marital. The PNC card was opened in 2011.

¶ 43 Respondent's September 2013 pay stub showed her net pay was \$3,138.26. She paid \$9.94 in pretax dental for the children and \$76.70 in pretax medical for the children. Because respondent worked until 5:30 or 6 p.m., a babysitter/nanny stayed with the children when they arrived home from school at around 3:45 p.m. Respondent testified as to the various expenses she paid for the babysitter/nanny and other babysitters. Further, respondent testified regarding the payments she made for school expenses, religious education expenses, tutoring costs, extracurricular expenses, and medical and healthcare costs.

¶ 44 The trial court took judicial notice of the fact that on July 13, 2011, petitioner was ordered to pay \$3,110 per month in child support and that amount was reduced to \$2,308 on March 1, 2012. Respondent testified that petitioner owed her \$1,191.46 for missed payments in 2011 and \$2,198.24 for missed payments in 2012. However, petitioner overpaid respondent in 2013 by \$1,334.80; accordingly, respondent agreed petitioner should be credited for \$1,334.80.

¶ 45 Respondent testified that she lived at the East Debbie property; however, she was not making payments on the mortgage because the home was in foreclosure.

¶ 46 Respondent and petitioner owned a safe deposit box. Both keys to the safe deposit box were in the parties' home, such that respondent and petitioner both had access to the box. Throughout their marriage, the parties kept birth certificates, passports, coins, one dollar bills, and pictures and videos in the box. Respondent denied that they ever kept cash in the box. Respondent did not know if petitioner had a safe deposit box other than the couple's safe deposit box. However, according to respondent, petitioner used Kenneth Sr.'s safe deposit box in 2011 to store over \$100,000. She acknowledged that she never saw petitioner with the money she alleged was in Kenneth Sr.'s safe deposit box. She had no idea where the money came from and had no proof it came from a marital account.

¶ 47 Respondent testified that both loans that petitioner made from his non-marital estate to the marital estate were repaid in full. The marital estate repaid the second loan on April 25, 2008, after the couple refinanced their house on Debbie and received approximately \$78,000. Respondent asked petitioner for a copy of the notarized letter showing that the loan was made and paid off but petitioner refused to provide a copy.

¶ 48 Respondent identified a piece of paper as the check that she and respondent received at the refinancing of their Debbie property. She agreed the check was for \$78,139.21 and that it contained no reference to the \$25,000 loan. When the marital estate repaid the first loan, respondent actually signed off on that note saying that it was paid. However, respondent did not do that for the \$25,000 loan. Respondent explained that petitioner refused to sign off on the \$25,000 loan. When asked whether she had a check for \$25,000 showing the loan was repaid, she said she "[p]robably" did but did not have it with her.

¶ 49 Respondent testified that IMS gifted her a generator in 2007 or 2008 and also gifted one to Kenneth Sr. When respondent returned from a vacation around October 2012, she saw that

somebody had removed the generator. Petitioner told respondent the generator had been taken for maintenance; however, the generator was never returned.

¶ 50 The parties filed joint taxes throughout their marriage. When respondent received the parties' 2008 tax return in 2009, she noticed a "huge discrepancy" between the amount of money stated on petitioner's W-2 statement and the amount of money that he brought home as salary. At the time, petitioner brought home around \$120,000, as well as between \$20,000 to \$30,000 in bonuses. This was about \$75,000 less than the amount he reported on his W-2. Respondent asked petitioner about the discrepancy and he said the discrepancy amount would be considered a bonus, but he and Kenneth Sr. reinvested that money into the company in case an emergency arose. Petitioner noticed the same discrepancy in 2010 for the parties' 2009 return, and in 2011 for the parties' 2010 return. Respondent asked petitioner about the discrepancies again in 2010, and petitioner again told her the extra money was a bonus that he reinvested into the company.

¶ 51 *4. Kenneth Sr.'s Testimony*

¶ 52 Kenneth Sherman Norman (Kenneth Sr.) testified that he started IMS in 1993 and incorporated it in 1994. Petitioner started working for IMS in 2005 or 2006. Over time, Kenneth Sr. gifted petitioner shares of stock until petitioner was the majority shareholder. Petitioner fired Kenneth Sr. on May 31, 2012.

¶ 53 Kenneth Sr. testified that IMS's gross revenue "could have been" 1.4 or 1.5 million in 2008, but he was not sure. He also was not sure of the company's gross revenue in 2009 or 2010.

¶ 54 Kenneth Sr. testified that at some point, the pay structure at IMS changed, although Kenneth Sr. was not sure exactly when. Ferguson and petitioner told Kenneth Sr. the pay structure had changed "to make it look like [petitioner] made less." This conversation took place during a meeting at Ferguson's office, although Kenneth Sr. could not recall the exact date.

Pursuant to the change, Kenneth Sr. received half of what he usually received and his wife, Maria, received the other half. Maria worked for IMS "[o]n occasions." Petitioner's pay was also modified so that he received the same amount as Kenneth Sr. and the rest of his salary went to Lamela. Kenneth Sr.'s gross pay in 2011 was \$125,000.

¶ 55 Kenneth Sr. denied that Lamela was ever an IMS employee. He handled all hiring and firing of IMS employees while he was the president, and he denied hiring her in 2011. When asked whether Lamela ever worked for IMS in any capacity, Kenneth Sr. responded, "[u]nless [petitioner] had her on the side, I don't know, but as far as I am concerned, no." He did not know whether Lamela was ever issued a W-2 by IMS.

¶ 56 Kenneth Sr. testified that he had a safe deposit box and he accompanied petitioner to the safe deposit box twice. Kenneth Sr. was "pretty sure" these occasions took place in 2011, although he did not know the exact date. When Kenneth Sr. and petitioner went to the safety deposit box, petitioner put a "big stack" of \$100 bills into the box. During their second visit, petitioner removed money, which he told Kenneth Sr. totaled \$40,000.

¶ 57 Kenneth Sr. acknowledged that he hired Ferguson in the late 1990s and was satisfied with his performance during his tenure with IMS. Ferguson prepared Kenneth Sr.'s 2012 tax return.

¶ 58 B. The Trial Court's Order

¶ 59 Following the presentation of evidence, the trial court ordered the parties to submit written closing arguments. In July 2014, the court entered a written judgment of dissolution of marriage, making several findings and rulings regarding child support and the classification and division of the parties' property. We address the court's specific findings and rulings in our analysis of those findings and rulings.

¶ 60 In its written order, the trial court also made several credibility determinations. The court found that although Kenneth Sr. "clearly ha[d] an admitted hostile relationship with, and legal conflict with his son," he was credible and nothing in his testimony or demeanor led the court to believe he was so aligned with respondent that he provided false testimony. The court also found that respondent's "testimony was, for the most part, credible and consistent with the exhibits that were admitted into evidence."

¶ 61 By contrast, the trial court characterized petitioner's testimony as "inconsistent, muddled" and lacking in credibility. The court also found Ferguson's testimony was contradictory, confused, and lacking in credibility. The court noted that although Kenneth Sr. originally hired Ferguson, Ferguson's interests were "now clearly aligned with that of [petitioner], his hunting buddy."

¶ 62 This appeal followed.

¶ 63 II. ANALYSIS

¶ 64 On appeal, petitioner challenges several of the trial court's findings, arguing they were either inconsistent with each other, inconsistent with the terms of the premarital agreement, or were otherwise against the weight of the evidence. Thus, he posits the court's allocation of assets should be reversed. Petitioner also claims that the court's classification of certain property interests and its characterization of petitioner's financial actions lack evidentiary support and are thus against the manifest weight of the evidence.

¶ 65 Before addressing the substance of petitioner's arguments, we set forth the standards of review governing the majority of petitioner's claims.

¶ 66 In reviewing the sufficiency of the evidence to support a trial court's finding of fact, we employ a manifest weight of the evidence standard. *Melamed v. Melamed*, 2016 IL App (1st)

141453, ¶ 37. "A finding is against the manifest weight of the evidence only if the opposite conclusion is clearly evident or if the finding itself is unreasonable, arbitrary, or not based on the evidence presented." *Best v. Best*, 233 Ill. 2d 342, 350 (2006). We give deference to the trial court because, as the finder of fact, it is in the best position to observe the parties' and witnesses' conduct and demeanor. *Id.* Thus, we will not substitute our judgment for the trial court regarding the credibility of witnesses, the weight to be given to the evidence, or the inferences to be drawn. *Id.* at 350-51. We review a trial court's ultimate determination as to the division of property for an abuse of discretion. *In re Marriage of Hubbs*, 363 Ill. App. 3d 696, 699-700 (2006).

¶ 67 A. The Trial Court's Findings In Paragraphs H, J, S, and U

¶ 68 Petitioner challenges the trial court's findings in paragraph H, J, S and U. As these findings are all related, we address them together.

¶ 69 In paragraph H of its order, the trial court found that the parties' two residences in Mt. Prospect had fallen into foreclosure "because of [petitioner]'s manipulation of funds and failure to contribute to the mortgage payments, although he claimed deductions for the expenses of the rental property on his federal taxes in 2011."

¶ 70 In paragraph J, the trial court found that petitioner represented he had a gross salary of \$129,234.12 from IMS as of September 20, 2013, which the court found was "consistent with his salary from most of the last five years (if the money diverted to Lamela is added back in [see below]), but does not include any bonuses that he has historically received." The court found that in addition to salary, petitioner historically received substantial bonuses from IMS and had additional income as reflected on his tax schedule E, including income from KNC. The court found that petitioner's "expected annual income from all sources is no less than \$240,000."

¶ 71 In paragraph U, the trial court found that petitioner's payment of half of his income to Lamela from mid-2011 through 2012 was a diversion of marital income in the amount of \$187,500. The court relied on Kenneth Sr.'s testimony that when he and petitioner met with Randy Ferguson sometime in 2011, Kenneth Sr. learned that Ferguson and petitioner had decided to make it appear as though petitioner's income was reduced. To do so, petitioner's and Kenneth Sr.'s salaries were split so that half of petitioner's salary would go to Lamela and half of Kenneth Sr.'s would go to Maria. The court found that "diverting half of [petitioner]'s income to his live-in girlfriend deceptively reflected a reduced income on [petitioner]'s pay stubs for purposes of paying for child support, and other family expenses." In paragraph S, the court also found petitioner's testimony that Kenneth Sr. hired Lamela and that she had specific duties at IMS was directly contradicted by Kenneth Sr.'s testimony that petitioner alone hired Lamela.

¶ 72 Petitioner argues the trial court erred by finding the parties' residences had fallen into foreclosure "because of [petitioner]'s manipulation of funds and failure to contribute to the mortgage payments." Petitioner observes that respondent lived in the East Debbie home and was not paying the mortgage because the home was in foreclosure. Petitioner maintains that respondent had the ability to make mortgage payments, and, further, there was no temporary order requiring either of the parties to pay the mortgages.

¶ 73 Petitioner also argues there was no evidence that he ever diverted income to Lamela, let alone \$187,500. He posits the court's finding that Kenneth Sr. testified petitioner, alone, hired Lamela had "absolutely no evidentiary basis" in the record. He also maintains that Kenneth Sr.'s testimony was vague, inconsistent, and illogical. He notes Kenneth Sr. did not know exactly when the pay structure changed, nor could he remember when the meeting with Ferguson and petitioner took place or what petitioner said at the meeting. Further, petitioner relies on Kenneth

Sr.'s testimony that he handled all hirings and firings while he was president, he never hired Lamela, and Lamela was never hired by IMS. Petitioner observes that although Kenneth Sr. did not know whether IMS ever issued a W-2 to Lamela, respondent never submitted a W-2 from IMS to Lamela into evidence. Finally, petitioner argues that to the extent the trial court's finding that his expected annual income was no less than \$240,000 was "based upon the faulty finding of [petitioner] diverting income to Julie Lamela, it too is faulty and must be reversed as well."

¶ 74 All of the trial court's findings are supported by the evidence. As to the court's findings regarding foreclosure of the parties' properties, the parties stipulated that both the East Debbie and Busse homes had fallen into foreclosure. Petitioner's disclosure statement showed that he was not contributing to the mortgages at East Debbie or Busse.³ Moreover, the court could reasonably infer that the foreclosures were a result of petitioner's manipulation of funds, as the court's finding that petitioner diverted \$187,500 of marital funds is clearly supported by the evidence. Petitioner testified that Lamela was hired to work at IMS in the summer of 2011. Kenneth Sr.'s testimony established that any hiring of Lamela was done by petitioner alone. Kenneth Sr. also testified that at some point, the pay structure at IMS changed so that part of petitioner's salary went to Lamela. This was done to make it appear as though petitioner was making less. Taking all of this evidence together, the court could clearly find that petitioner diverted marital funds to Lamela.

¶ 75 As to the amount of money petitioner diverted, the undisputed evidence at trial showed petitioner earned \$196,000 at IMS in 2010, but only \$97,674.74 in 2011. Further, the court found

³ Petitioner's disclosure statement was not included in the original record on appeal. Respondent included the disclosure statement in the appendix of her appellee brief and used the statement in support of her argument that the court's findings in paragraph H were supported by the record. Thereafter, petitioner filed a motion to strike the exhibit and argument thereon from respondent's appellee brief. We granted petitioner's motion but allowed respondent leave to file a motion seeking to include the exhibit in a supplemental record. Thereafter, respondent filed a motion for leave to file a supplemental record, which included the disclosure statement. Our court allowed respondent's motion. Accordingly, the disclosure statement is now a part of the record on appeal.

that petitioner was capable of earning over \$200,000 per year. As we discuss later in this order, the court's finding was supported by the evidence. Given that the evidence showed petitioner was capable of earning \$200,000 per year but he testified he only earned \$97,647 in 2011, and Ferguson testified petitioner only earned approximately \$113,000 in 2012, the court's finding that petitioner diverted \$187,500 was not against the manifest weight of the evidence.

¶ 76 Petitioner's attempts to characterize Kenneth Sr.'s testimony as vague and inconsistent are unconvincing, as it is not our function to substitute our judgment for the trial court as to witnesses' credibility. *Best*, 233 at 350. Unlike our court, the trial court had the opportunity to observe Kenneth Sr. testify, and the court explicitly found Kenneth Sr. was credible and that petitioner was not. Further, although Kenneth Sr. testified that he never hired Lamela, when asked whether Lamela ever worked for IMS, he responded, "[u]nless [petitioner] had her on the side, I don't know, but as far as I am concerned, no." Accordingly, the court's finding that Kenneth Sr. testified petitioner, alone, hired Lamela is supported by the record.

¶ 77 With respect to the foreclosure of the homes, petitioner posits that respondent "had the ability to make mortgage payments on the residence in which she lived." However, respondent's disclosure statement showed that her monthly living expenses far exceeded her net monthly income such that she was operating at a loss of \$4,895 each month. Even though her statement did not include child support payments, her FSA account, or the amount of money she took out of the escrow account, the court could still reasonably find respondent did not have the ability to contribute to the mortgage given that her expenses exceeded her living expenses by almost \$5,000. Further, petitioner fails to explain the significance of the fact that no temporary order was in place requiring the parties to keep the mortgages current. While petitioner argues the court allocated the entire responsibility of paying the mortgages to him, we interpret the court's

order simply to mean that petitioner failed to contribute to the mortgage and also manipulated money, such that *neither* party could pay toward the mortgage. Finally, although petitioner posits "there is no evidentiary basis whatsoever" to find when the properties went into foreclosure, the court could infer the foreclosure happened recently given that (1) the parties' marital funds were significantly diminished in 2011 and (2) respondent was still living in the East Debbie home at the time of trial. In sum, the court's findings were not against the manifest weight of the evidence.

¶ 78 B. The Trial Court's Finding in Paragraph K

¶ 79 Petitioner next challenges the trial court's finding in paragraph K of its order that petitioner funded the start-up of CNC with Lamela. Petitioner maintains the court's finding that he funded CNC has no evidentiary basis and that the court's next finding, that "no evidence was submitted as to the amount of [petitioner's] contribution" to CNC, is inconsistent with a finding that he "funded" anything.

¶ 80 The trial court's finding was not against the manifest weight of the evidence. Petitioner testified he and Lamela started CNC together and he held a 50% interest in CNC at its inception. CNC operated out of the same building as IMS. From the fact that petitioner helped start CNC and initially held a 50% interest in the company, the court could reasonably infer that petitioner funded CNC, even if no evidence was presented to reflect the amount of funding he contributed.

¶ 81 C. The Trial Court's Findings in Paragraph L

¶ 82 Petitioner also argues the trial court's findings in paragraph L were against the manifest weight of the evidence. The court found that respondent, Kenneth Sr., and Ferguson "all reported that [petitioner] had an annual salary of at least \$150,000 from IMS for years prior to 2011, and bonuses and passive income for at least the prior several years added additional income of

between \$50,00 and \$100,000, pushing his total income to well over \$200,000 per year." The court found IMS and KNC were able to continue providing petitioner with at least the same income currently and in the future. The court further observed petitioner's 2010 W-2 showed a gross income of \$196,000 from IMS, while the parties' joint tax return for that year showed petitioner received additional income of \$48,968 from KNC and IMS, for a total of \$244,968.

¶ 83 Petitioner posits that neither respondent, Kenneth Sr., nor Ferguson testified petitioner earned an annual income of at least \$150,000 from IMS for years prior to 2011 or that his total annual income was over \$200,000 prior to 2011. He maintains the sole documented occasion in which the family reported a combined adjusted gross income above \$250,000 was when they filed a joint tax return for 2010.

¶ 84 The trial court's findings as to petitioner's income are not against the manifest weight of the evidence. Respondent testified that around 2008, petitioner brought home approximately \$120,000 a year and between \$20,000 and \$30,000 a year in bonuses.⁴ However, respondent also testified she noticed a discrepancy in petitioner's W-2 statements in that he was reporting \$75,000 more than what he brought home. In addition, Ferguson testified that petitioner was entitled to a *pro rata* disbursement based on IMS's net income, which was \$167,400 in 2008. Given that petitioner owned 46.6% of the company in 2008, he could have been entitled to an additional amount over \$78,000. Based on the foregoing, the court could reasonably find petitioner had income, in addition to his salary, pushing his income to well over \$200,000 in 2008.

⁴ In her brief, respondent wrote that petitioner brought home "\$120,000 in salary, and that, in addition to his salary, he earned approximately \$20-\$30,000 *per month* in bonuses, or \$150,000.000 total income from IMS." It appears respondent accidentally wrote "per month" instead of "per year," given that she then stated he earned \$150,000 in total income. Respondent testified only that petitioner brought home bonuses of "between 20,000 and maybe \$30,000," without specifying whether this amount was brought home each month or each year. A review of the context in which this testimony occurred and testimony regarding petitioner's income in other years suggests that it was per year, not per month.

¶ 85 Further, the evidence clearly supported a finding that petitioner made over \$200,000 in 2010. Petitioner's 2010 W-2 shows that he made \$196,000 in gross income at IMS in 2010. The parties' tax return for 2010 shows petitioner also made \$48,966 in other income from IMS and KSN, for a total of over \$240,000. Thus, the court's findings in paragraph L were not against the manifest weight of the evidence.

¶ 86 D. The Trial Court's Finding In Paragraph O

¶ 87 Petitioner next challenges the trial court's finding in paragraph O. There, the court observed that respondent testified that for the years 2008, 2009, and 2010, she noticed the money petitioner brought home was about \$75,000 less than what was stated on his W-2 statements, and that when she asked petitioner about the discrepancy, he told her the difference was considered a bonus and he and his father put that money back into the company. The court found petitioner's explanation was not supported by Ferguson's testimony, as Ferguson stated income reinvested in the business would be shown as retained earnings and would not be shown as salary or bonuses on a W-2 statement.

¶ 88 Petitioner argues the court's finding that a discrepancy existed between petitioner's testimony and Ferguson's testimony was "somewhat of a 'straw man' finding" because "this type of income" was reported on Schedule E of petitioner's tax return.

¶ 89 Petitioner's argument is unpersuasive. Respondent's testimony was that petitioner's W-2 statement showed \$75,000 more than the amount that petitioner brought home. To the extent petitioner attempted to imply this money was reinvested in IMS in the form of retained earnings, Ferguson's testimony conflicted with petitioner's explanation because Ferguson testified retained earnings would not be reflected on a W-2 statement. The fact that petitioner listed retained earnings on his Schedule E does not explain why he reported \$75,000 more on his W-2 than the

amount of money he brought home. Accordingly, the court's finding that petitioner's explanation conflicted with Ferguson's testimony is supported by the evidence.

¶ 90 In his reply brief, petitioner posits "[i]t is important to note" that respondent's attorney never presented petitioner's tax returns and W-2s to Ferguson during cross-examination for Ferguson to conduct a comparison. Petitioner has forfeited any argument in this regard by failing to raise it in his opening brief. See *In re Marriage of Winter*, 2013 IL App (1st) 112836, ¶ 29 (arguments cannot be raised for the first time in a reply brief).

¶ 91 E. The Trial Court's Findings in Paragraph Q

¶ 92 Petitioner also argues the trial court erred in paragraph Q, wherein the court found petitioner purchased two generators, one for respondent and one for Kenneth Sr., which were removed from those homes following Kenneth Sr.'s firing and the breakdown of petitioner and respondent's marriage. The court wrote that while petitioner's actions demonstrated petitioner's "truculence," no evidence was presented as to the generator's value to the marital home.

¶ 93 Petitioner posits the evidence established IMS, as opposed to petitioner, bought the generators. Further, petitioner argues the court's comment regarding petitioner's "truculence" was inappropriate and demonstrated the court's hostility to petitioner.

¶ 94 First, the trial court's erroneous statement that petitioner purchased the generators instead of IMS is of no moment, as it was the removal of the generators, not the purchasing of the generators, which the court found demonstrative of petitioner's truculence. Further, petitioner has not shown that the court's distribution of the parties' assets was based on the court's desire to somehow punish petitioner for his "truculence" in firing Kenneth Sr. or for having a "very, very talented" girlfriend, as petitioner claims. See 750 ILCS 5/503(d) (West 2010) (a court should not consider marital misconduct in dividing the parties' property). As we detail in this order, the

court's distribution of the parties' property was largely supported by the evidence, and we will not reverse the court's judgment based on petitioner's unsupported claim that the court sought to "punish" him.

¶ 95 F. The Trial Court's Findings In Paragraph R

¶ 96 Petitioner next disputes paragraph R of the trial court's order, in which the court found that petitioner hid in excess of \$40,000 in marital funds in Kenneth Sr.'s safe deposit box. The court noted petitioner's father testified that after the breakdown of the marriage but before Kenneth Sr. was fired, Kenneth Sr. and petitioner visited Kenneth Sr.'s safe deposit box twice. On the first occasion, petitioner put money into the box, and on the second occasion, he removed it. Petitioner told Kenneth Sr. the money totaled \$40,000. The court noted that although petitioner denied going to Kenneth Sr.'s safe deposit box, he also responded that the money in the box was "not [his] money," thus belying his denial. The court also found that while petitioner claimed he never had access to the parties' joint safe deposit box, he also said the box contained \$15,000. The court reasoned that respondent would not have any knowledge that the box contained \$15,000 in cash if he did not have access to the box. The court found that petitioner offered no explanation for keeping a sizeable amount of money in any safe deposit box, "but it [was] apparent that the idea of keeping a large amount of cash in a safe deposit box was not foreign to him."

¶ 97 Petitioner argues the trial court's finding that he hid over \$40,000 in marital funds lacks evidentiary support. He maintains that because respondent was seeking a reimbursement to the marital estate and was not claiming dissipation, she had to establish by clear and convincing evidence that the money was marital. Petitioner relies on section 503(c)(2) of the IMDMA (750 ILCS 5/503(c)(2) (West 2010). Petitioner posits respondent failed to present clear and

convincing evidence because she had no idea where the funds originated and petitioner denied that he placed or removed any cash in Kenneth Sr.'s safe deposit box.

¶ 98 At the outset, respondent disagrees with petitioner's contention that she was required to establish the source of the money by clear and convincing evidence. She maintains that she never brought a contribution claim with respect to the hidden funds and instead simply claimed that petitioner concealed marital funds, which needed to be returned to the estate.

¶ 99 We need not resolve the parties' dispute regarding the "clear and convincing" standard, as the trial court's order shows it found clear and convincing evidence was established with regard to the \$40,000, and its finding is supported by the evidence. Kenneth Sr. testified that petitioner went with him to his safe deposit box twice, and Kenneth Sr. was "pretty sure" these visits took place in 2011. That these visits occurred in 2011, during the parties' marriage, and that petitioner was placing these funds in Kenneth Sr.'s box, to which respondent presumably did not have access, supports a finding that the funds were marital. During the first visit, petitioner put a large stack of bills in the safe, and on the second visit, petitioner removed money and told Kenneth Sr. he had taken out \$40,000. The court explicitly found Kenneth Sr. was a credible witness and that petitioner was not, and we will not substitute our judgment for the trial court. *Best*, 233 Ill. 2d at 350-51.

¶ 100 Moreover, the timeline of events in this case further supports the trial court's determination that petitioner hid \$40,000 in marital funds. Petitioner testified that in the summer of 2011, Lamela was hired. Kenneth Sr. testified that petitioner's salary was restructured so that half of his income was paid to Lamela to make it appear as though petitioner earned less. In July 2011, petitioner was ordered to pay over \$3,000 a month in child support. In February 2012, petitioner filed an amended motion to reduce child support. Thus, all of the evidence, when taken

together, suggests petitioner had a reason, and took steps, to make his income appear smaller around this time. In sum, the court's findings as to the safe deposit box are supported by the record.

¶ 101 G. The Trial Court's Findings in Paragraph W

¶ 102 Next, petitioner challenges the trial court's finding in paragraph W that the two loans he made from the non-marital estate to the marital estate were repaid. He relies on his own testimony that the second loan, for \$25,000, was not repaid and that he did not refuse to have the alleged payment notarized. He points out that respondent failed to present any documentation showing the second loan was repaid.

¶ 103 The evidence supported the trial court's finding that both loans were repaid. Respondent testified the marital estate paid back the second loan on April 25, 2008, but petitioner refused to provide her with a notarized letter showing the loan was made and paid in full. Given petitioner's and respondent's conflicting testimony, the court's resolution of this issue essentially boiled down to a credibility contest. The court explicitly found respondent was credible while petitioner was not. As the finder of fact, the trial court was in the best position to observe the parties' conduct and demeanor, and we will not substitute our judgment for that of the court regarding the parties' credibility. *Best*, 233 Ill. 2d at 350-51.

¶ 104 Petitioner argues that certain comments the trial court made during counsel's redirect examination of respondent show the court was unsatisfied with the quality of respondent's testimony regarding the loan repayment. We disagree. On redirect, counsel asked respondent whether petitioner signed off on a "\$25,000 check," to which the court stated, "There was no \$25,000 check." Respondent's counsel corrected her misstatement, stating, "Did I say check. I apologize. I mean loan, your Honor." Counsel then questioned respondent as to why she did not

have a \$25,000 check, to which petitioner's counsel objected on the basis that "there is no check for \$25,000." Thereafter, the court stated as follows. "Counsel, it would be very easy to show here is a \$78,000 or whatever it is and it was deposited into x account and a \$25,000 payment was made out of that account, or, you know, trace the proceeds of that, but she has already testified that there was no \$25,000 check."

¶ 105 Our review of the context surrounding the trial court's comments shows the court was simply commenting as to the ease with which counsel could have traced the funds if a \$25,000 check had been made and presented. However, the court's comments do not indicate the court somehow found respondent's testimony to be insufficient in the absence of a check, where the court explicitly found in its written order that both loans were repaid.

¶ 106 H. The Trial Court's Finding in Paragraph X and Ruling in Paragraph 9

¶ 107 Petitioner next assigns error to the trial court's finding in paragraph X and ruling in paragraph 9. In paragraph X, the court found that debts totaling \$52,137.85 on various credit cards were marital property and were classified as such pursuant to paragraph 3.3 of the parties' premarital agreement. In paragraph 9, the court ordered petitioner to be responsible for \$19,585.31 of debt associated with one credit card and \$17,000 of debt associated with another card. Respondent was ordered responsible for the rest of the credit card debt.

¶ 108 Petitioner posits that the trial court's ruling violated section 3.3 of the parties' premarital agreement, which required that all debts on marital property be divided equally. Respondent agrees that section 3.3 of the parties' premarital agreement required all debts on marital property to be divided equally. However, she asserts the court's ruling was based on the principle that premarital agreements may not negatively affect the right of a child to support. She relies on section 4 of the Illinois Uniform Premarital Agreement Act (Premarital Act), which states that

"[t]he right of a child to support may not be adversely affected by a premarital agreement." 750 ILCS 10/4(b) (West 2010), and section 502(b) of the IMDMA, which provides that the terms of parties' agreements are generally binding "except those providing for the support, custody and visitation of children." 750 ILCS 5/502(b) (West 2010). Respondent posits that because the record shows petitioner hid funds and refused to contribute to the children's expenses during the breakdown of the parties' marriage, the court could have concluded that respondent went into debt to cover all of the children's expenses, as respondent argued in her written closing argument.

¶ 109 We are not persuaded by respondent's claim. Nothing in the trial court's order suggests it allocated the parties' credit card debt because it perceived section 3.3 of the parties' premarital agreement as negatively affecting the children's right to support. In fact, paragraph 12 of the court's order suggests otherwise, as the court there ordered petitioner to pay respondent 66% of the children's pre-decree unreimbursed medical expenses and 66% of the children's pre-decree daycare and babysitting expenses. These costs totaled \$20,735.30. That the court ordered petitioner to reimburse respondent for pre-decree expenses suggests the court's ruling as to the credit card debts was not related to support of the children. Further, no evidence was presented that respondent incurred the credit card debt in order to support the children's expenses. Respondent testified she opened the PNC card in 2011, and her disclosure statement showed her monthly expenses exceeded her monthly income. However, no evidence was presented as to when the other credit card was opened, nor did respondent testify about the particular expenses on either card.

¶ 110 Accordingly, we vacate the trial court's ruling in paragraph 9 and remand with directions to allocate the parties' marital debts in accordance with paragraph 3.3 of their premarital agreement.

¶ 111 I. The Trial Court's Finding in Paragraph BB and Ruling in Paragraph 10

¶ 112 Petitioner next suggests the trial court erred by classifying petitioner's debts to Kenneth Sr., Mary Moeller, and Lamela as non-marital and ordering petitioner to be solely responsible for those debts. Petitioner relies on his own testimony that the debts to Kenneth Sr., Moeller, and Lamela were created in 2011 and 2012, during the parties' marriage. He notes that section 503(b)(1) of the IMDMA provides that "all property acquired by either spouse after the marriage and before a judgment of dissolution of marriage *** is presumed to be marital property." 750 ILCS 5/503(b)(1) (West 2010). He maintains that because these debts were marital, they should have been divided equally.

¶ 113 However, we agree with respondent that any purported error in this case was harmless, as section 3.5 of the parties' premarital agreement authorized the court's allocation of these debts to petitioner. Section 3.5 of the parties' premarital agreement provides as follows: "Each party agrees that the indebtedness of the other, whether incurred before or after the intended marriage, shall remain the other party's separate responsibility, and neither party assumes the responsibility for the other's indebtedness of whatever kind, type or nature." At trial, petitioner testified the money he borrowed from Kenneth Sr. was a personal loan. Further, he testified he borrowed money from Moeller and Lamela for living expenses. Clearly, then, these loans were incurred by petitioner alone and even though they were incurred after the parties' marriage, they would have been allocated to petitioner under paragraph 3.5 of the premarital agreement. Thus, any error in the court's classification of the loans as nonmarital was harmless. See *In re Marriage of Wilder*, 122 Ill. App. 3d 338, 344-45 (1983) (not every error committed by a court in a civil trial warrants reversal; instead, reversal is required only where it appears the outcome may have been different if the error had not occurred).

¶ 114 J. The Trial Court's Findings in Paragraphs NN, OO, and QQ
and Rulings in Paragraphs 11 and 13

¶ 115 Petitioner also challenges the trial court's findings in paragraphs NN, OO, QQ, and its rulings in paragraphs 11 and 13, all of which relate to child support.

¶ 116 The trial court found that while it could not be determined with precision, petitioner's "net available income, (disallowing amounts he has been able to deduct for federal tax purposes)" was \$161,634. The court found petitioner was in arrears \$2,054.90 in child support. Finding that the prior reduction to petitioner's child support obligation was unwarranted, the court also ordered the original child support amount reinstated through July 31, 2014, and ordered petitioner to pay the difference between the reduced amount and the original amount. This difference, combined with the \$2,054.90 in child support that petitioner failed to pay during the period of temporary reduction, totaled \$23,258. Based on its determination of petitioner's net income, the court also ordered that, effective August 1, 2014, petitioner should pay \$3,772 per month as and for child support.

¶ 117 Petitioner argues the trial court's imprecise finding as to his net available income was not supported by the evidence. Further, he maintains, the court's refusal to disallow federal tax deductions was contrary to the statutory definition of net income. He also argues that because the court's finding as to his net available income was inextricably linked to the court's other findings and rulings related to child support, those findings and rulings must also be reversed and remanded. Finally, petitioner challenges the court's finding that he failed to pay child support in its entirety and was in arrears \$2,054.90. He points to respondent's testimony that petitioner overpaid his child support obligation and should be credited for \$1,334.80. Further, he notes, he testified that SDU recalculated and took care of the challenged arrearage.

¶ 118 We find no error in the trial court's determination of petitioner's net available income. Under the IMDMA, a trial court's calculation of child support is contingent on the noncustodial parent's net income. *In re Marriage of Pasquesi*, 2015 IL App (1st) 133926, ¶ 29. Net income is defined as the total income from all sources, minus certain deductions, including federal income tax. 750 ILCS 5/505(a)(3) (West 2010). Where " 'net income cannot be determined because of default or any other reason, the court shall order support in an amount considered reasonable in the particular case.' " *Pasequesi*, 2015 IL App (1st) 133926, ¶ 29 (quoting 750 ILCS 5/505(a)(5) (West 2012)). When determining the appropriate income level, a court may look to the party's past earnings and also "compel a party to pay child support at an imputed income level commensurate with their earning potential." *Id.* A court's findings as to net income and child support awards are within its sound discretion, and we will not disturb those findings on appeal absent an abuse of discretion. *Id.*

¶ 119 Here, petitioner's 2011 W-2 statement reflected that he made \$97,647.74 at IMS. However, the evidence indicated petitioner engaged in efforts to hide his income in 2011 by diverting it to Lamela and by hiding funds in a safe deposit box. Petitioner's 2010 W-2 showed that he made \$196,000 at IMS and the parties' joint tax return showed he made over \$48,000 in other income. Accordingly, the court's finding as to his net available income was supported by the evidence.

¶ 120 Petitioner's claim that the trial court failed to deduct his federal income taxes from his gross income when determining his net available income is meritless. The court's order states that petitioner's "net available income, (disallowing amounts he has been able to deduct for federal tax purposes) is \$161,634." We interpret this language to mean the court disallowed petitioner's federal taxes from its calculation of petitioner's net available income. Our

interpretation is supported by the court's finding that petitioner earned in excess of \$244,000 in 2010. Thus, based on its finding that petitioner's net available income was only approximately \$161,000, it can be inferred that the court accounted for nearly \$80,000 in deductions.

¶ 121 We also reject petitioner's claim that the trial court erred by finding he was \$2,054.90 in arrears in child support. Respondent testified that the log she kept of all court-ordered child support payments showed petitioner was in arrears \$1,191.46 for 2011 and \$2,198.24 for 2012. In 2013, petitioner overpaid respondent by \$1,334.80. Thus, taking the amounts petitioner was in arrears in 2011 and 2012, and subtracting the amount that petitioner overpaid in 2013, showed petitioner still owed respondent a total of \$2,054.90.

¶ 122 B. Petitioner's Interrelated Error Claim

¶ 123 Finally, petitioner argues the trial court's judgment must be reversed under a "theory of interrelated error." He maintains that in situations where one error of the court is interrelated with another issue and taints the decision as to the second issue, the errors are deemed "consequential" and "interrelated" and require reversal as a matter of law.

¶ 124 We have found only one error requiring remand to the trial court: the court's failure to allocate the parties' credit card debts in accordance with their premarital agreement. Petitioner has offered no explanation as to how this error—or any of the court's purported errors—were "interrelated" to any other issue at trial. He simply makes a blanket assertion that "all of the matters raised in this case are economically intertwined" because they concern the sufficiency of the evidence and the applicability of the premarital agreement, and courts have recognized "the existence of this consequential or inter-relatedness error in the context of property issues, i.e., property distribution and maintenance."

¶ 125 First, we note, our court "is entitled to have the issues clearly defined and supported by pertinent authority and cohesive arguments." (Internal quotation marks omitted.) *Sexton v. City of Chicago*, 2012 IL App (1st) 100010, ¶ 79. A party's failure to develop an argument results in forfeiture. *Id.*; *Ramos, M.D. v. Kewanee Hospital*, 2013 IL App (3d) 120001, ¶ 37. Although petitioner has provided some citation to authority, he has failed to specifically identify any findings or rulings by the court that are allegedly related to or were affected by the court's allocation of the parties' credit card debt.

¶ 126 In any event, none of the cases cited by petitioner support his position. In *In re Marriage of Feldman*, 199 Ill. App. 3d 1002, 1006 (1990), abrogated on other grounds by *In remarriage of Brankin*, 2012 IL App (2d) 110203, the trial court failed to consider marital assets in distributing marital property. The appellate court held that based on its determination that the court erred by excluding several items of marital property from its consideration, the maintenance award should likewise be reversed for redetermination based on all marital property. *Id.*

¶ 127 In *In re Marriage of Schmitt*, 391 Ill. App. 3d 1010, 1022 (2009), the trial court erred in its classification and distribution of marital property. The appellate court indicated that it agreed with the petitioner's argument that "when the trial court errs in its *classification of property* and consequently errs in its distribution of marital property, all interrelated support and fee contribution awards must be reversed and the cause remanded for redetermination and redistribution based on all of the marital property." (Emphasis added.) *Id.* Finally, in *Olsher v. Olsher*, 78 Ill. App. 3d 627, 634, 636 (1979), the trial court failed to place value on stock before disposing of it as marital property. The *Olsher* court then explained that the division of marital property was among the factors to be considered in determining maintenance, child support, and attorney's fees, and courts were to consider the overall picture in disposing of marital property

while providing for maintenance, child support, and attorney's fees. *Id.* Thus, the *Olsher* court noted, Illinois courts and other courts had "found it desirable to remand to the trial court all interrelated property and support issues" after it was determined "that a marital asset was not considered at the time of the original disposition" or a marital asset was not properly valued. *Id.* at 637. Accordingly, the court remanded to the trial court for reconsideration of attorney's fees, maintenance, and child support, and also stated that any other property awards could also be modified if "necessary to promote a just distribution of marital property." *Id.*

¶ 128 Here, the trial court did not fail to consider marital assets or fail to value a marital asset, and its classification of petitioner's loans as nonmarital was harmless. Accordingly, *Feldman*, *Schmitt*, and *Olsher* are all distinguishable. We decline to broaden the scope of those cases as requiring remand here, where the sole reversible error was the court's improper allocation of approximately \$10,000 of debt to petitioner, the court's order did not explicitly state its other findings or rulings were contingent upon its ruling regarding the parties' debt, and petitioner has not specifically pointed to any of the court's other rulings to explain how they were "interrelated" to the court's debt allocation.

¶ 129 III. CONCLUSION

¶ 130 For the reasons stated, we vacate the trial court's ruling in paragraph 9 of its order and remand with directions to distribute the parties' debt in accordance with the terms set forth in their premarital agreement. In all other respects, we affirm the trial court's judgment.

¶ 131 Affirmed in part, vacated in part; cause remanded with directions.