2016 IL App (4th) 150783-U

NO. 4-15-0783

FILED
June 27, 2016
Carla Bender
4th District Appellate
Court, IL

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

In re: MARRIAGE OF	)	Appeal from
ERICKA BETH MARSHALL,	)	Circuit Court of
Petitioner-Appellee,	)	Morgan County
and	)	No. 14D19
JOHN ROBERT MARSHALL,	)	
Respondent-Appellant.	)	Honorable
	)	Jeffery E. Tobin,
	)	Judge Presiding.

JUSTICE HARRIS delivered the judgment of the court.
Justices Turner and Holder White concurred in the judgment.

ORDER

¶ 1 *Held*: (1) The trial court did not abuse its discretion in finding the day care at issue to be a reasonable selection.

(2) The trial court did not abuse its discretion in ordering respondent to pay one-half of the day-care expenses.

(3) The trial court did not abuse its discretion in ordering the child support modification to be retroactive.

(4) The trial erred in ordering the child support modification retroactive to a date prior to the change in circumstances which warranted the modification.

¶ 2 Respondent, John Robert Marshall (John), appeals the trial court's grant of a petition to modify child support filed by petitioner, Ericka Beth Marshall (Ericka), ordering him to pay monthly child support in the amount of $584 retroactive to May 22, 2015, as well as one-half of the day-care expenses for the parties' two children. On appeal, John argues the trial court erred in (1) finding Ericka's "unilateral" day-care selection reasonable given the parties' financial

circumstances; (2) ordering him to pay one-half of the day-care expenses; (3) ordering the increase in his child support obligation to be retroactive; and (4) choosing May 22, 2015, a date prior to the change in circumstances which warranted the increase, as the retroactive date. We affirm in part, reverse in part, vacate in part, and remand with directions.

¶ 3 I. BACKGROUND

¶ 4 The parties were married on May 22, 2010, and had two children: J.M. (born December 20, 2010) and G.M. (born May 5, 2012). On April 4, 2014, Ericka filed a petition for dissolution of marriage. On February 19, 2015, the trial court entered a judgment of dissolution in the matter and approved and incorporated the parties' joint-parenting and marital-settlement agreements into the judgment.

¶ 5 The joint-parenting agreement provided that each party would have joint legal custody of the children, with John and Ericka having equal rights and responsibilities regarding decision making on major issues such as the children's elective medical procedures, education, and religious training. Ericka was designated as the primary residential parent responsible for the day-to-day care of the children, and in the event the parties were unable to reach an agreement regarding a major issue, Ericka had the right to make the final decision. In addition, the agreement provided each party the right of first refusal if the other party needed day care or a babysitter for the children. The parties further agreed to ensure the children were covered by health insurance, with each party paying one-half of any uncovered medical or health-related expenses.

¶ 6 With respect to child support, the joint-parenting agreement provided as follows:

> "John is currently unemployed and does not receive any unemployment benefits from the Illinois Department of

Employment Security. John shall conduct an employment search and shall apply for a minimum of seven (7) positions per week until he receives full time employment. Each week, John shall provide to Ericka a record of his employment search history evidencing the following: name of employer, name of contact person, date application was submitted, date of interview, position applied for, and the outcome. Once John has obtained full time employment, he shall provide to Ericka a copy of his first three (3) paystubs or earnings within five (5) days of receipt of each statement. While John is actively searching for employment as hereinabove provided, John shall pay to Ericka the sum of $20.00 each week. Ericka shall be entitled to seek and receive an increase in child support once John becomes employed or otherwise receives unemployment benefits."

¶ 7 With respect to day-care expenses, the joint-parenting agreement provided as follows:

"John shall pay to Ericka the sum of $20 per week as and for a part of the children's day[-]care expense. This amount may be modified upon John attaining employment, upon the filing of a proper petition and notice. The parties agree to use Tina Hickey as the primary day[-]care provider for the children when neither of the parents are available in order to maintain consistency with the children's current schedule."

¶ 8 On May 22, 2015, Ericka filed a petition to modify child support, alleging a substantial change in circumstances had occurred since the entry of the judgment of dissolution. Specifically, she asserted John had secured full-time employment and, as a result, she requested the trial court modify child support to reflect John's current net income in accordance with the statutory guidelines and order him to pay one-half of the children's day-care expenses.

¶ 9 On September 4, 2015, the trial court conducted a hearing on the matter. John testified that at the time the judgment of dissolution was entered, he was unemployed and residing with his parents. As of the date of the hearing, John was still residing with his parents, but he had been employed by the State of Illinois in the Department of Corrections (DOC) since June 22, 2015. John testified his gross monthly income was $3,536 and his net monthly income was $2,162.92. John agreed his work contract provided for a $500 per month salary increase upon obtaining firearms certification; however, he noted this raise was not guaranteed due to the State's budget impasse. John acknowledged he was making significantly more money at the time of the hearing than he had been at the time of the dissolution of his marriage and that his child support obligation should be increased.

¶ 10 John further testified he had just purchased a 2013 Ford Fusion because his previous vehicle's engine "blew." He commuted approximately 45 miles each way to work. According to John's financial affidavit, his monthly transportation expenses were $750.42, which included his loan payment, gasoline, vehicle insurance, and oil changes. In addition, John paid $547.10 per month on student loans; $752 on personal expenses, including health insurance for the children he had obtained through his employment; and $150 per month dining out.

¶ 11 John acknowledged his children's day-care provider had to be changed. He testified, however, that Ericka did not involve him in the decision to enroll their children at

Presbyterian Day Care (Presbyterian). John believed less expensive, yet still adequate day care could have been found. Further, John stated he was off work two days per week and could care for the children on those days, but Presbyterian would not reduce its cost for part-time attendance. John believed he should only be responsible for $200 to $275 per month for day-care expenses.

¶ 12 Ericka testified that on a Thursday morning, Tina Hickey gave her seven days' notice that she would no longer be able to provide day-care services for the children. This happened sometime after June 22, 2015, and one day prior to John's graduation from DOC's academy, but the record does not identify the exact date. She and John talked about the day-care issue the day after Hickey gave her notice. Ericka stated John's main concern about Presbyterian was the cost, which she agreed was "significant." However, Ericka noted it would take approximately three years before John had stable days off at the prison, and she felt it was necessary she find a day-care center that was always open and that could provide transportation for the children once they started attending school. According to Ericka, although she "had gone ahead and kind of proceeded with Presbyterian ***, [she] hadn't filled out all the paperwork yet and didn't turn that in until the following Friday." Ericka testified she told John he had one week to "come up with something better," but she stated John never checked with other day-care providers. Ericka stated she had checked with John's girlfriend's mother, who had an in-home day care, but she did not have any openings.

¶ 13 Ericka testified the cost of day care at Presbyterian was $1,030 per month for both children and the cost was the same regardless of how many days they attended. She stated the cost of attendance at Presbyterian was within $3 per week of other day-care centers she had researched and that Presbyterian was "the second lowest price." Ericka agreed she was

"operating at a negative" financially and had to borrow money and seek financial assistance from outside sources. Her financial affidavit indicated a gross monthly income of $3,934.24, plus $80 in child support, and a net monthly income of $3,070.21. She paid $1,675.39 per month for household expenses, including her mortgage payment; $275.27 per month for transportation expenses; $424.93 per month for personal expenses; $851.08 per month for miscellaneous expenses, including $591.82 per month in minimum credit card payments and $129.26 for a student loan; and $1,174.24 for child-related expenses, including Presbyterian.

¶ 14 On September 4, 2015, the trial court entered its judgment, ordering John to pay $584 per month in child support, representing 28% of his net pay, retroactive to May 22, 2015. The court also found Presbyterian to be a reasonable day-care selection and ordered John to pay one-half of the day-care expenses. A uniform order of support was entered, reflecting John's new child support obligation of $584 per month and an arrearage of $2,021.54, which was to be paid in monthly installments of $116.80.

¶ 15 This appeal followed.

¶ 16 II. ANALYSIS

¶ 17 On appeal, John agrees his new job constituted a substantial change in circumstances which warranted an increase in his child support obligation and financial contribution toward day-care expenses for the parties' children. However, John argues the trial court erred in (1) finding Ericka's "unilateral" day-care selection reasonable given the parties' financial circumstances; (2) ordering him to pay one-half of the day-care expenses; (3) ordering the increase in his child support obligation to be retroactive; and (4) choosing May 22, 2015, a date prior to the change in circumstances which had warranted the increase, as the retroactive date.

¶ 18 A. Day-Care Findings

¶ 19 John first argues that the trial court abused its discretion by (1) finding Presbyterian was a reasonable day-care selection given the financial circumstances of the parties and (2) ordering him to pay one-half of the day-care expenses when he lacked the ability to do so.

¶ 20 Section 505(a)(2.5) of the Illinois Marriage and Dissolution of Marriage Act (Act) provides as follows:

> "The court, in its discretion, in addition to setting child support pursuant to the guidelines and factors, may order either or both parents owing a duty of support to a child of the marriage to contribute to the following expenses, if determined by the court to be reasonable:
>
> (a) health needs not covered by insurance;
>
> (b) child care;
>
> (c) education; and
>
> (d) extracurricular activities." 750 ILCS 5/505(a)(2.5) (West 2014).

A trial court's decision to order a supporting parent to contribute toward day-care expenses in addition to paying child support will not be disturbed absent an abuse of discretion. *In re Aaliyah L.H.*, 2013 IL App (2d) 120414, ¶ 19, 1 N.E.3d 80. "[A]n abuse of discretion will be found only where no reasonable person would take the view adopted by the trial court." *In re Marriage of O'Brien*, 2011 IL 109039, ¶ 52, 958 N.E.2d 647.

¶ 21 1. *The Selection of Presbyterian*

¶ 22 Initially, John claims Ericka "unilaterally" selected the day care for the children despite the provision in the joint-parenting agreement requiring the parties to collaborate on these types of decisions. We find the record does not support John's claims. The record shows that Ericka was given seven days' notice of the need to find a new day care for the children. Ericka began researching day-care options immediately and spoke to John the following day regarding the issue. Ericka had checked with other day-care providers, noting the in-home provider whom John suggested—his girlfriend's mother—had no openings and that Presbyterian was the "second lowest price[d]" day-care center of the day-care centers she had researched. Ericka told John he had one week to "come up with something better," but the record fails to demonstrate John made any effort to find an alternative day-care provider. Having been presented with no other options by John, Ericka enrolled the children in Presbyterian.

¶ 23 Next, John argues Presbyterian was not a reasonable day-care selection "under any definition of the term" due to its expense and the parties' financial circumstances. For support, John points to what he asserts was Ericka's failure to "dispute the general proposition that in-home daycares were cheaper than Presbyterian, which even she acknowledged was a significant expense," as well as his ability to keep the children home with him two days per week. However, as noted, John offered no alternative child-care option and his assertion that the cost of in-home day care was less is not supported by any evidence in the record. The record shows the only in-home day care John had considered was the day care provided by his girlfriend's mother, but as Ericka testified, there were no openings, so this was not an available option. John's offer to watch the children two days each week was not an option given that he failed to indicate where the children would go the other days the parties were working. Further, the evidence showed that John's work schedule could "get bumped all around" for the first three

years of his employment with DOC and that his two days off of work during the week would vary. In addition, the day-care centers Ericka researched charged for full-time enrollment regardless of the number of days the children actually attended.

¶ 24 Ultimately, John argues that the trial court's finding was erroneous because he and Ericka cannot afford Presbyterian. Unfortunately, according to their financial affidavits, even without *any* day-care cost factored in, the parties are each operating at a deficit on a monthly basis. However, as Ericka points out, "[t]he fact that child care is necessary for both parties is uncontested." As the party charged with the burden of establishing the trial court abused its discretion in finding Presbyterian was a reasonable choice, it was incumbent on John to point to evidence in the record of a more reasonable day-care option. Here, there is no such evidence and John has failed to meet his burden. Based on the evidence presented, we cannot say the trial court abused its discretion by finding Presbyterian was a reasonable day-care option.

¶ 25 2. *Propriety of the Trial Court's Order Requiring John To Pay One-Half of the Day-Care Expenses*

¶ 26 John next argues the trial court abused its discretion by ordering him to pay one-half of the day-care costs in addition to the increase in his child support obligation because he does not have the financial ability to do so. Ericka asserts John has forfeited this issue on appeal because he did not raise it in the trial court. The record refutes Ericka's contention. During his direct examination, Ericka's counsel asked John about his objection to Presbyterian and John responded, "I can't afford half of it." On cross-examination, John's counsel asked, "[w]hat do you think your responsibility should be as it pertains to day[-]care expenses?" John responded, "$200 to $275 a month, if [child support is] around 28 percent, a month in day care, I guess." Thus, the record demonstrates John objected based on his inability to pay and the issue was properly preserved for review.

¶ 27 On the merits, John cites *In re Carlson-Urbanczyk*, 2013 IL App (3d) 120731, ¶¶ 15-19, 991 N.E.2d 933, to support his contention that the trial court abused its discretion in ordering him to pay one-half of the day-care expenses. According to John, his net income is 72.4% of Ericka's net income and, after deducting his child support and day-care obligations, he is left with only $1,068.02 per month to pay his monthly expenses of $1,764.08.

¶ 28 Before discussing *Carlson-Urbanczyk,* we address John's and Ericka's financial calculations as set forth in their briefs and with which we disagree. First, we note that John asserts, "[a]fter paying child support and half of daycare, [he] is left with $1,068.02 of remaining net income to pay his own expenses of $1,764.08," a figure he states "does not include the $547.10 in student loan payments [he] makes per month." However, our calculations using John's financial affidavit reveal that after paying child support and one-half of day-care costs, John operates at a monthly deficit of $824.20, a figure that includes his student loan payment. In particular, we note John claimed $64 in union dues per month, but his pay stubs reveal union dues of $60.70 per month. In addition, John claimed personal expenses equaling $752, but his calculation included $265 for medical insurance and $64 for union dues, amounts he had already deducted from his gross income. Last, John claimed $86.66 in child care, which we do not include in our calculations. In sum, our calculations are as follows: $3,536 (gross income) minus $1,365.68 (deductions) equals $2,170.32 (net income) minus $150 (household expenses) minus $750.42 (transportation expenses) minus $423 (personal expenses) minus $25 (child-related expenses) minus $547.10 (student loans) minus $584 (child support) minus $515 (day-care expenses) equals -$824.20 (deficit per month). This amount does not reflect John's obligation to pay any retroactive child support order.

¶ 29 Next, Ericka claims a monthly deficit of $185.95 (including child and day-care support). However, our examination of Ericka's financial affidavit reveals that after receiving child support and one-half of day-care costs, she operates at a monthly deficit of $311.70. Our calculations regarding Ericka's monthly income are as follows: $3,934.24 (gross income) minus $944.03 (deductions) equals $2,990.21 (net income) minus $1,675.39 (household expenses) minus $275.27 (transportation expenses) minus $424.93 (personal expenses) minus $851.08 (miscellaneous expenses, including her student loan and credit card payments) minus $1,174.24 (child-related expenses, including day-care costs) plus $584 (child support) plus $515 (day-care expenses) equals -$311.70 (deficit per month).

¶ 30 Returning to C*arlson-Urbanczyk*, the trial court in that case initially ordered the father to pay 40% of his children's day-care and extracurricular expenses in addition to $1,280 per month in child support, *i.e.*, 32% of his net income under the statutory guidelines. *Id*. ¶¶ 1-2. The father filed a motion to reconsider, claiming the court failed to consider his ability to pay 40% of day-care and extracurricular expenses. *Id*. ¶ 8. The father submitted an exhibit showing his monthly net income, after child support deductions, was $2,665. *Id*. ¶ 9. The exhibit further documented his monthly net income would drop to $1,983 if he was required to pay 40% of the children's day-care and extracurricular expenses. *Id*. At the same time, the exhibit demonstrated the mother's monthly net income, including child support, was $7,979, which would increase to $8,660 if the father paid the additional 40% of day-care and extracurricular expenses as he had been ordered to do. *Id*. After reconsidering, the court reduced the father's day-care and extracurricular expenses obligation to 20%. *Id*. ¶ 10. On appeal, the Third District held the trial court did not abuse its discretion in finding that the father did not have the ability to pay 40% of day-care and extracurricular expenses. *Id*. ¶ 19.

¶ 31 We find *Carlson-Urbanczyk* does not support reversal here. In *Carlson-Urbanczyk*, the evidence showed the mother's annual gross income was $76,487 and the father's annual gross income was $59,791, a difference of more than $16,000 per year. The evidence further showed a large disparity between the parties' monthly net incomes. Specifically, the father's monthly net income after child support deductions was $2,665, while the mother's monthly net income, including child support, was $7,979. This disparity became even larger following the trial court's initial order requiring the father to pay 40% of day-care and extracurricular expenses, with the father's monthly net income decreasing to $1,983 and the mother's monthly net income increasing to $8,660—a difference of $6,667. In this case, the parties' income gap is not as large. In particular, John's estimated annual gross income is $42,432 ($3,536 per month) and Ericka's annual gross income is $47,210.88 ($3,934.24 per month), a difference of less than $5,000 per year. Ericka's monthly net income is $2,990.21, which is more than John's monthly net income of $2,170.32; however, Ericka's monthly living expenses, including day-care costs, are over $2,000 more than John's monthly living expenses. Pursuant to the trial court's order requiring John to pay one-half of the day-care expenses, John operates at a deficit of $824.20 per month (not including any retroactive child support) and Ericka operates at a deficit of $311.70 per month, a difference of $512.50 per month. While the parties' financial circumstances are certainly not ideal, it is not unreasonable to order two parties to divide day-care costs evenly when the parties' salaries are similar. See *In re Marriage of Serna*, 172 Ill. App. 3d 1051, 1054, 527 N.E.2d 627, 629 (1988) (trial court did not abuse its discretion by ordering equal contribution to child-care expenses where (1) the parties earned substantially similar incomes, and (2) child care was necessary). Thus, we do not find the trial court's order requiring John to pay one-half of day-care expenses was an abuse of discretion.

¶ 32 B. Retroactive Child Support Obligation

¶ 33 On appeal, John next asserts the trial court erred in (1) ordering the increase in his child support obligation to be retroactive where the record shows he lacks the financial ability to pay retroactive child support and (2) choosing May 22, 2015, as the commencement date for the increased child support obligation because this date was prior to the commencement of his employment with DOC.

¶ 34 1. *Forfeiture*

¶ 35 Before addressing the merits of John's claims, we first consider Ericka's contention that John forfeited any issue regarding the trial court's retroactive child support. According to Ericka, John did not object to child support being retroactive or advise the court of the date on which child support should become effective, nor did he mention his inability to pay retroactive child support. Ericka argues that by his silence, John acquiesced to her position child support should be retroactive to the date she filed the petition to modify child support. See *Aaliyah L.H.*, 2013 IL App (2d) 120414, ¶ 21, 1 N.E.3d 80 (failure to raise an issue before the trial court results in forfeiture). John responds it would be inequitable to apply forfeiture in this case, noting that Ericka's petition to modify child support did not contain a request for retroactive child support and Ericka's counsel did not ask for retroactive support until her closing argument at the hearing on September 4, 2015. Further, he asserts that he could not have anticipated the court would order child support to be retroactive to a date prior to the change in circumstances that warranted the child support modification.

¶ 36 Given these circumstances, it would be unduly harsh for us to consider the issue forfeited. Even if we did, we note that " '[f]orfeiture of an issue is a limitation on the parties and not on this court.' " *Curtis v. Lofy*, 394 Ill. App. 3d 170, 188, 914 N.E.2d 248, 263 (2009)

(quoting *Springfield Heating & Air Conditioning, Inc. v. 3947-55 King Drive at Oakwood, LLC*, 387 Ill. App. 3d 906, 910, 901 N.E.2d 978, 983 (2009)). "This court may overlook forfeiture when necessary to obtain a just result." *Id*. Accordingly, we will address the merits of John's claims.

¶ 37 2. *Propriety of Ordering Retroactive Child Support*

¶ 38 Section 510(a) of the Act provides, in relevant part, as follows:

"Except as otherwise provided ***, the provisions of any judgment respecting maintenance or support may be modified only as to installments accruing subsequent to due notice by the moving party of the filing of the motion for modification." 750 ILCS 5/510(a) (West 2014). In other words, the Act provides a "court may, but need not, grant a retroactive increase in child support under certain circumstances." *In re Marriage of Carpel*, 232 Ill. App. 3d 806, 820, 597 N.E.2d 847, 858 (1992).

¶ 39 Here, we must initially determine whether the trial court erred in ordering retroactive child support at all. Because it is within the trial court's discretion to order retroactive child support, we review this initial issue for an abuse of discretion. See *In re Marriage of Streur*, 2011 IL App (1st) 082326, ¶ 13, 955 N.E.2d 497 ("A trial court's decision regarding retroactivity of child support is usually reviewed under an abuse of discretion standard.").

¶ 40 As noted, John argues the trial court erred in ordering retroactive child support because he lacks the financial ability to pay it. For support, he points only to his financial affidavit and notes the court's order requiring him to pay $116.80 per month for retroactive child support increases his total support obligation to 56.1% of his net income. However, John cites no authority in support of the proposition that a court abuses its discretion in ordering retroactive child support due to the supporting parent's lack of financial ability to pay it. In addition, we

note the joint-parenting agreement provides, "Ericka shall be entitled to seek and receive an increase in child support once John becomes employed or otherwise receives unemployment benefits." Based on this provision, John was aware his child support obligation could increase as soon as he became employed and could have budgeted accordingly by setting aside a certain percentage of his paycheck in anticipation of a request for retroactive child support. Based on these facts, we find the trial court did not abuse its discretion in ordering retroactive child support.

¶ 41 3. *Effective Date of Child Support Modification*

¶ 42 Last, we must determine whether the trial court erred in ordering the increase in John's child support obligation retroactive to May 22, 2015. John asserts the trial court lacked authority to order the child support modification effective May 22, 2015, because this date was prior to the commencement of his employment with DOC, and thus, prior to the change in circumstances which warranted the modification. We agree.

¶ 43 Section 510(a)(1) of the Act provides that "[a]n order for child support may be modified *** upon a showing of a substantial change in circumstances." 750 ILCS 5/510(a)(1) (West 2014); see also *In re Marriage of Armstrong*, 346 Ill. App. 3d 818, 823, 805 N.E.2d 743, 746 (2004) ("Only after determining the threshold issue of whether a substantial change in circumstances has occurred can a court consider modifying a child support order."). The party seeking modification has the burden of demonstrating a substantial change in circumstances. *In re Marriage of Mulry*, 314 Ill. App. 3d 756, 760, 732 N.E.2d 667, 671 (2000).

¶ 44 Here, Ericka does not dispute John's employment with DOC began on June 22, 2015. However, she asserts that "John's own testimony [revealed] he had employment subsequent to the entry of the [dissolution] [j]udgment but before his employment with [DOC]."

According to Ericka, because John presented no evidence of this "other" employment, "the only evidence the trial court had before it was that those wages were comparable to his current wages." In other words, Ericka's position is that John had full-time employment on May 22, 2015, justifying the court's retroactive order to that date.

¶ 45 Our review of the record reveals that Ericka's contention regarding John having been employed on May 22, 2015, is disingenuous. In support of her contention, Ericka points to the following colloquy between her counsel and John at the hearing on her petition to modify child support:

> "Q. Okay. And you would agree that you are making significantly more now than you were at the time that the Judgment of Dissolution of Marriage was entered, correct?
>
> A. Whenever, yeah, whenever the judgment was entered, but compared to my last job, not so much.
>
> Q. But when the judgment was entered you were unemployed?
>
> A. Yes.
>
> Q. Now, but now you are working for the State?
>
> A. Yes, ma'am."

Contrary to Ericka's assertion, the above testimony does not reflect that John had procured another job between the date of the judgment of dissolution and the commencement of his employment with DOC. As the party seeking a modification, Ericka had the burden of showing a substantial change in circumstances. While Ericka's petition to modify child support indicates John "currently ha[d] full-time employment," she presented no evidence that John was employed

on May 22, 2015. Rather, it appears she filed the petition to modify child support in anticipation of John's employment with DOC.

¶ 46 The record shows John's employment with DOC began on June 22, 2015. His first paycheck was issued by the State on July 15, 2015, for the pay period ending on June 30, 2015. Because Ericka failed to demonstrate a substantial change in circumstances prior to June 22, 2015, we find the trial court abused its discretion in ordering the child support modification retroactive to May 22, 2015—a date prior to the change in circumstances which warranted a child support modification. Accordingly, we reverse the portion of the court's order setting the effective date of the child support modification as May 22, 2015, vacate the portion of the uniform order for support establishing a $2,021.54 child support arrearage, and remand for the circuit court to enter a corrected order establishing a retroactive date of no earlier than June 22, 2015, and a corresponding child support arrearage.

¶ 47 III. CONCLUSION

¶ 48 For the reasons stated, we reverse the portion of the trial court's order setting the effective date of the child support modification as May 22, 2015, vacate the portion of the uniform order for support establishing a child support arrearage of $2,021.54, and remand for further proceedings consistent with this order. We otherwise affirm.

¶ 49 Affirmed in part, reversed in part, and vacated in part; cause remanded with directions.