2018 IL App (1st) 180778-U

SIXTH DIVISION
December 21, 2018

No. 1-18-0778

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

IN RE MARRIAGE OF:	)	
	)	Appeal from the
KATHLEEN R. PASULKA-BROWN,	)	Circuit Court of
	)	Cook County.
Petitioner-Appellant,	)	
	)	No. 06 D 1664
v.	)	
	)	Honorable
STANLEY J. BROWN,	)	Mark J. Lopez,
	)	Judge Presiding.
Respondent-Appellee.	)	

JUSTICE CONNORS delivered the judgment of the court.
Presiding Justice Delort and Justice Cunningham concurred in the judgment.

ORDER

¶ 1 *Held:* Respondent was not entitled to reimbursement from petitioner for children's insurance premiums because respondent did not adhere to timing and documentation requirements in the marital settlement agreement; trial court properly granted respondent's motion to dismiss; trial court did not abuse its discretion in awarding attorney fees to respondent; and petitioner forfeited review of her sanctions arguments.

¶ 2 This appeal involves a dispute regarding the insurance provisions of a marital settlement agreement that was incorporated into the judgment for dissolution of marriage of petitioner, Kathleen Pasulka-Brown, and respondent, Stanley Brown. The dissolution of marriage judgment was entered on January 15, 2009. In 2015, Stanley filed a petition for rule to show cause,

alleging that Kathleen had violated the insurance provisions of the marital settlement agreement by failing to reimburse him for half of the children's health insurance premiums that he had paid in full between January 2012 and December 2014. Stanley cited the following provision in the marital settlement agreement:

> "Each year, within thirty (30) days of June 30 and within thirty (30) days of December 31, Stanley shall provide Kathleen with documentation reflecting the amount deducted from his income to cover insurance premium expenses pertaining solely and exclusively to one or both of the minor children and documentation showing that the deductions pertain solely and exclusively to one or both of the minor children, and Kathleen shall reimburse Stanley 50% of said amount."

¶ 3 Kathleen answered his petition for rule to show cause, stating that Stanley failed to provide her with the requisite documentation for the 2012 premiums, and waited until January 26, 2015, to provide her with the documentation for the 2013 and 2014 premiums, in violation of their marital settlement agreement. On May 4, 2015, the trial court appointed a parenting coordinator to assist the parties with their dispute. All court proceedings were stayed. On April 29, 2016, Kathleen filed an amended answer to Stanley's petition for rule to show cause. She also filed a counterclaim pursuant to section 2-608 of the Illinois Code of Civil Procedure (Code) (735 ILCS 5/2-608 (West 2014)), alleging that the insurance provision of the marital settlement agreement failed to accurately reflect the deal the parties had made regarding the children's insurance premiums.

¶ 4 The trial court heard argument on May 4, 2016. The trial court stated that if there was a condition precedent that required Stanley to tender documentation twice a year, then that

"absolves [Kathleen] from any possibility of contempt because [Stanley] failed to meet that requirement." The trial court noted that some judgments say "failure to tender within the time frame forfeits any right to reimbursement" but that was not the case here. The trial court stated, "I don't think absolving one litigant completely serves the kids' best interest." The trial court ordered Kathleen to pay any outstanding reimbursement due under Stanley's demand.

¶ 5 The trial court then directed Kathleen to file her pending counterclaim as a stand-alone petition. On May 6, 2016, Kathleen filed a petition for reformation and other relief, reasserting the claims alleged in her counterclaim – that Stanley never reimbursed her when she was paying the insurance premiums in full and that the marital settlement agreement should be amended to reflect the parties' original agreement. She argued that during the negotiations of the marital settlement agreement, the parties had agreed to share all costs relating to healthcare expenses for the children on a 50/50 basis, but that there was an unintended variance between the parties' original agreement and the provisions of the marital settlement agreement. Specifically, Kathleen argued that the marital settlement agreement, as currently written, did not require Stanley to reimburse Kathleen 50% of the amount deducted from Kathleen's income to cover insurance premium expenses during periods of time that Kathleen provided health insurance to the parties' children. Kathleen argued that the parties never intended that she would at any time pay 100% of the costs of insurance premium expenses for the parties' children. Accordingly, Kathleen argued that the insurance provision of the marital settlement agreement should be revised as follows:

> "Each year, within thirty (30 days of June 30 and within thirty (30) days of December 31, the Party who provides medical, dental and optical insurance for the parties' children ~~Stanley~~ shall provide the other Party ~~Kathleen~~ with documentation reflecting the amount deducted from his/her income to cover

insurance premium expenses pertaining solely and exclusively to one or both of the minor children and documentation showing that the deductions pertain solely and exclusively to one or both of the minor children, and the other Party ~~Kathleen~~ shall reimburse the Party who provides such insurance ~~Stanley~~ 50% of said amount."

¶ 6 Kathleen argued that between 2009 and 2012, Stanley did not provide medical, dental and/or optical insurance for the parties' children, so Kathleen provided insurance for the children. Kathleen argued that she incurred insurance premium expenses of $13,506.49 during that time period, and that she should be reimbursed by Stanley if the marital settlement agreement was to be reformed.

¶ 7 Stanley filed a motion to dismiss Kathleen's petition for reformation, and a motion for sanctions. Stanley argued that Kathleen's petition for reformation was a petition to vacate judgment pursuant to section 2-1401 of the Code (735 ILCS 5/2-1401 (West 2014)), and that her petition was untimely. Kathleen responded that marital settlement agreements are enforceable as contracts and that contract reformation claims are subject to a 10-year statute of limitations, which had not yet expired.

¶ 8 A hearing was held on August 15, 2016. During that hearing, the trial court noted that it agreed with Kathleen that there was no statute of limitation applicable to marital settlement agreements, "but that's provided a proper petition is provided." The trial court stated that in a case such as this, a section 2-1401 petition would be proper, and that there are certain criteria that need to be met under that section. The trial court noted that the insurance provision was clear and unambiguous, there was no disagreement as to what the provision said, and thus the trial court was required to enforce it. The trial court also noted that any modification of child-related

expenses could be prospective only and the court would not have the right to go back in time to change the marital settlement agreement. The trial court again noted that if Kathleen was asking to revisit and reopen the judgment of dissolution of marriage, that "is the proper basis of a [section 2-]1401 petition, which I do not have before me."

¶ 9 The trial court noted that the parties had been arguing before the court for "three or four" years and that every petition or motion that was received was based on the judgment and marital settlement agreement. The court stated, "So I ask myself why at any time if you believed that there was fraud or mutual mistake wouldn't you have raised it before now after I entered a substantive ruling enforcing the terms as written ***." The trial court also stated, "The only conclusion I can raise because of the timing after years of litigation is that this is done in bad faith to harass your ex-husband." The trial court gave Stanley time to file a motion for sanctions based on this finding of bad faith. The trial court denied Kathleen's motion for sanctions against Stanley for alleged falsehoods he made in his motion to dismiss.

¶ 10 Following the trial court's August 15, 2016, order, Kathleen moved for reconsideration of the order, arguing that the trial court had jurisdiction to reform the marital settlement agreement, the judgment for dissolution of marriage did not bar her reformation claim, and a motion seeking to reform a dissolution of judgment does not have to be filed under section 2-1401 of the Code.

¶ 11 On January 24, 2017, the trial court denied Kathleen's motion for reconsideration without prejudice, and told Kathleen that she could seek reconsideration after all pending issues were resolved. On March 22, 2017, the trial court ruled on Stanley's reformation-related fee petition and awarded him attorney fees pursuant to section 508 of the Illinois Marriage and Dissolution of Marriage Act (Act). 750 ILCS 5/508 (West 2014). The court found no basis to enter sanctions under Illinois Supreme Court Rule 137 (eff. Jan. 1, 2018)).

¶ 12 Kathleen filed a motion for reconsideration of the trial court's March 22, 2017, order. On December 8, 2017, the trial court found that Kathleen's petition for reformation sought to modify the marital settlement agreement and the relief sought would negate the original judgment entered on January 15, 2009. The trial court noted that petitions to vacate a judgment for dissolution of marriage or any provision set forth in the judgment filed after 30 days of the judgment's entry, must be filed under section 2-1401 of the Code. The trial court further found that Kathleen could not meet the due diligence requirement of section 2-1401 of the Code.

¶ 13 Kathleen filed a motion for partial reconsideration of the December 8, 2017, order, arguing that she did not have a chance to present witnesses at the hearing on sanctions. The court held a hearing and issued an order on March 20, 2018, stating that although the court agreed that the party subject to sanctions must be afforded an opportunity to present testimony and other evidence in opposition to sanctions, a hearing was held at which time the parties had the opportunity to argue their respective positions. The trial court noted that the parties allowed the court to take the matter under advisement without calling any witnesses. Accordingly, the trial court rejected Kathleen's argument. Kathleen now appeals.

¶ 14 On appeal, Kathleen first contends that the trial court's order granting Stanley's reimbursement demand violated Illinois law because Stanley did not meet the requirements of the marital settlement agreement necessary to trigger Kathleen's payment. Marital settlement agreements are contracts and subject to the same rules of construction as to any contract. *In re Marriage of Agustsson*, 223 Ill. App. 3d 510, 518 (1992). The primary goal in construing a settlement agreement is to ascertain the intent of the parties. *Id*. Contract interpretation presents a question of law, which we review *de novo*. *Shaffer v. Liberty Life Insurance Co. of Boston*, 319 Ill. App. 3d 1048, 1051 (2001). A contract's language must be given its plain and ordinary

meaning if possible. *Owens v. McDermott, Will, & Emery*, 316 Ill. App. 3d 340, 344 (2000). A court must consider the contract as a whole, rather than focusing upon isolated portions. *In re Marriage of Ackerley*, 333 Ill. App. 3d 382, 398 (2002).

¶ 15 The insurance provision in the marital settlement agreement states:

> "Each year, within thirty (30) days of June 30 and within thirty (30) days of December 31, Stanley shall provide Kathleen with documentation reflecting the amount deducted from his income to cover insurance premium expenses pertaining solely and exclusively to one or both of the minor children and documentation showing that the deductions pertain solely and exclusively to one or both of the minor children, and Kathleen shall reimburse Stanley of 50% of said amount."

¶ 16 It is undisputed that Stanley did not provide Kathleen with documentation reflecting the amount deducted from his income to cover insurance premium expenses from 2012 to 2014 within 30 days of June 30 or December 30 of any of those years, despite the use of the word "shall" in the above provision. See *In re Marriage of Ackerley*, 333 Ill. App. 3d at 398 (recognizing that the word "shall" connotes a mandatory obligation in a marital settlement agreement). The trial court nevertheless found that Kathleen owed him reimbursement because the marital settlement agreement did not contain a clause that stated, "Failure to tender within the time frame forfeits any right to reimbursement," and because it would not serve the best interests of the children to find otherwise. We disagree.

¶ 17 The terms of the insurance provision in the marital settlement agreement are unambiguous. Stanley is required, within 30 days of June 30 and December 31, to provide documentation to Kathleen regarding insurance premiums he paid and Kathleen shall reimburse

him for 50% of that amount. If we were to find that the trial court's order was appropriate and that Kathleen had to reimburse Stanley despite his failure to provide her with documentation of the amount she owed within the timing requirements, then we would be rendering the timing and documentation requirements superfluous in this provision. See *Sheehy v. Sheehy*, 299 Ill. App. 3d 996, 1000-01 (1998) ("Contract language must not be rejected as meaningless or surplusage; therefore it is presumed that the terms and provisions of a contract are purposely inserted and that the language was not employed idly."). Per the terms of the marital settlement agreement, Stanley cannot provide Kathleen documentation of paid insurance premiums whenever he chooses. The timing requirements were included so that Stanley would be timely paid, and so that Kathleen would know when to expect to make payments. Finding these timing requirements to be optional would render the purpose of the insurance provision meaningless. The trial court's rationale, that Stanley could seek reimbursement whenever he chose because there was no clause in the marital settlement agreement stating that a failure to tender within the timeframe would forfeit any right to reimbursement, is not a factor that should have been considered when the terms of the contract were unambiguous. *In re Marriage of Hall*, 404 Ill. App. 3d 160, 166 (2010) (stating that when the terms of the agreement are unambiguous, intent must be determined solely from the agreement's language). Here, the plain language of the insurance provision states that Stanley shall provide Kathleen with documentation of the insurance premiums he paid, within a certain timeframe, and that she shall reimburse him for half of that amount. Accordingly, the trial court's order requiring Kathleen to reimburse Stanley for the insurance premiums paid between 2012 and 2014, despite the untimely presentation of documentation, is reversed.

¶ 18 We next address the trial court's grant of Stanley's motion to dismiss Kathleen's petition for reformation. In her petition, Kathleen relied on the following provisions in the marital settlement agreement to argue that it was always the parties' intent to split the cost of the children's insurance premiums equally:

> "1. Stanley shall provide medical, dental and optical insurance for each minor child until the child reaches the age of 23 or graduates from college ***. If such coverage is not available through Stanley's employer, Kathleen will provide such insurance. If neither party has insurance available through employment, Stanley shall immediately obtain equivalent coverage, acceptable to Kathleen, for the child or children, and each Party shall pay 50% of the premium costs for said insurance.
>
> 2. Each of the Parties shall pay 50% of all required and/or medically necessary but uninsured medical, dental, hospital, surgical, optical and orthodontia care expenses for the minor children. To fulfill their payment obligations each year, within thirty (30) days of June 30 and within thirty (30) days of December 31, each Party shall provide the other Party with documentation reflecting the amount of such expenses incurred and the amount of reimbursement requested. With respect to elective medical, dental, hospital, surgical, optical, or orthodontia care expenses, the Parties shall only be obligated to pay 50% of such expenses if they agree, in writing, that the expenses should be incurred.
>
> 3. Each year, within thirty (30) days of June 30 and within thirty (30) days of December 31, Stanley shall provide Kathleen with documentation reflecting the amount deducted from his income to cover insurance premium expenses pertaining

solely and exclusively to one or both of the minor children and documentation showing the deductions pertain solely and exclusively to one or both of the minor children, and Kathleen shall reimburse Stanley 50% of said amount."

¶ 19 Kathleen argued in her petition that these provisions of the marital settlement agreement indicate that the parties intended to equally split the children's healthcare costs, including insurance premiums, and that the language contained in the third paragraph was the result of mutual mistake because it failed to stated that if Kathleen paid 100% of the insurance premium expenses, Stanley would reimburse her for 50% of those expenses. Kathleen proposed that third paragraph should be modified as follows to reflect the true intention of the parties:

"Each year, within thirty (30 days of June 30 and within thirty (30) days of December 31, the Party who provides medical, dental and optical insurance for the parties' children ~~Stanley~~ shall provide the other Party ~~Kathleen~~ with documentation reflecting the amount deducted from his/her income to cover insurance premium expenses pertaining solely and exclusively to one or both of the minor children and documentation showing that the deductions pertain solely and exclusively to one or both of the minor children, and the other Party ~~Kathleen~~ shall reimburse the Party who provides such insurance ~~Stanley~~ 50% of said amount."

¶ 20 Stanley brought a motion to dismiss Kathleen's petition for reformation pursuant to section 2-619 of the Code (735 ILCS 5/2-619 (West 2014)), arguing that Kathleen did not specify any statutory or legal basis for the remedy she sought, and thus it could only be assumed that her petition was one to vacate judgment pursuant to section 2-1401 of the Code (735 ILCS 5/2-1401) (West 2014)). Stanley noted that in order to challenge the validity of a marital

settlement agreement beyond 30 days of entry of judgment a party must bring a petition pursuant to section 2-1401, or other method of postjudgment relief. Stanley also noted that a section 2-1401 petition must be filed no later than two years after the entry of the order or judgment, unless the ground for relief was fraudulently concealed or the person seeking relief was under a legal disability or duress, none of which Kathleen alleged in her petition. Following a hearing, the trial court granted Stanley's motion to dismiss.

¶ 21 A motion to dismiss admits all facts well-pleaded in the plaintiff's complaint. *Village of Riverwoods v. BG Ltd. Partnership*, 276 Ill. App. 3d 720, 724 (1995). Stanley brought his motion to dismiss under section 2-619(a)(5) of the Code, which states that a defendant may, within the time for pleading, file a motion for dismissal of the action if the action was not commenced within the time limited by law. The standard of review for involuntary dismissal based upon certain defects or defenses under section 2-619 is *de novo*. *Health Cost Controls v. Sevilla*, 307 Ill. App. 3d 582, 586 (1999).

¶ 22 Here, we find that the trial court properly granted Stanley's section 2-619 motion to dismiss. Judgments for dissolution of marriage are afforded the same degree of finality as judgment in any other proceeding, even where they incorporate a marital settlement agreement. *King v. King*, 130 Ill. App. 3d 642, 654-55 (1985). In order to challenge the validity of a marital settlement agreement beyond 30 days of the entry of judgment, a party must bring a petition pursuant to section 2-1401 or other method of postjudgment relief. *In re Marriage of Lyman*, 2015 IL App (1st) 132832, ¶ 55. "The purpose of a section 2-1401 petition is to bring before the courts facts not appearing in the record, which, if known at the time of judgment, would have prevented its rendition." *Id*. "Courts apply this section with the aim of achieving justice, not to give the litigant 'a new opportunity to do that which should have been done in an earlier

proceeding' or to relieve the litigant 'of the consequences of his mistake or negligence.' " *In re Marriage of Broday*, 256 Ill. App. 3d 699, 705 (1993) (quoting *In re Marriage of Travlos*, 218 Ill. App. 3d 1030, 1035 (1991)). "To be entitled to relief under section 2-1401 of the Code, the petitioner must set forth specific factual allegations showing the existence of a meritorious claim, demonstrate due diligence in presenting the claim to the circuit court in the original action, and act with due diligence in filing the section 2-1401 petition." *In re Marriage of Goldsmith*, 2011 IL App (1st) 093448, ¶ 15. Section 2-1401 of the Code states, "[t]he petition must be filed no later than 2 years after the entry of the order or judgment. The time during which the person seeking relief is under a legal disability or duress or the ground for relief is fraudulently concealed shall be excluded from computing the period of 2 years." 735 ILCS 5/2-1401(c) (West 2014).

¶ 23 Here, Kathleen's petition for reformation was, in substance, a section 2-1401 petition, because it sought relief based alleged mutual mistake of the marital settlement agreement. See *Silverstein v. Brander*, 317 Ill. App. 3d 1000, 1005 (2000) (stating that a filing's substance, not its title, determines its character); see also *In re Marriage of Shaner*, 252 Ill. App. 3d 146, 155 (1993) ("A petition under section 2-1401 of the Code constitutes proper grounds for relief for a divorce decree which incorporates a written agreement that fails to express the true intent of the parties on account of mutual mistake.") and *In re Marriage of Johnson*, 237 Ill. App. 3d 381, 388 (1992). Kathleen's petition, which was filed seven years after the entry of judgment, did not allege that she was under a legal disability or duress, or that the ground for relief was fraudulently concealed. Accordingly, her petition was time-barred.

¶ 24 Kathleen's reliance on *In re Marriage of Hall*, 404 Ill. App. 3d 160 (2010), for the proposition that her petition was not one for reformation under section 2-1401 of the Code, but

rather was one for enforcement that could be brought at any time, is unpersuasive. In *Hall*, the former wife filed a petition for reformation, alleging that the former husband's two pension plans had been omitted from the marital settlement agreement, as incorporated into the dissolution of marriage judgment, due to a mutual mistake of fact. She requested that the marital settlement agreement be reformed to allow for an equal division of the pension plans as of the date of the entry of the judgment. The trial court found that because the former wife filed her petition more than two years after the judgment was entered, she had to bring a section 2-1401 petition, and the only way she could prevail on that petition would be if she established that the defect in the judgment was a result of duress, disability, or fraudulent concealment. *Id.* at 163. On appeal, the court first noted that a trial court "retains infinite jurisdiction to enforce the terms of a judgment." *Id*. at 164. It then found that even though the former wife labeled her filing as a "petition to modify or reform judgment" and cited section 2-1401 of the Code, "a filing's substance, not its title, determines its character, and in this case, the substance of the petition was to enforce the judgment in accordance with the parties' intent and not impose new or different obligations on the parties." *Id*. at 165. The court found that the petition was actually seeking to enforce the terms of the marital settlement agreement, rather than modify or reform the agreement, and thus the trial court had jurisdiction to enter an order enforcing the terms of the marital settlement agreement without first establishing a basis to vacate the judgment pursuant to section 2-1401. *Id*.

¶ 25 *Hall* also addressed the issue of whether, pursuant to the marital settlement agreement, the true intention of the parties was to equally divide each of respondent's retirement plans or whether the parties intentionally omitted the pension plans in question. The former wife argued that the language of the marital settlement agreement clearly reflected the parties' intent to

equally divide all of respondent's retirement plans, and the court agreed. *Id*. at 166. The court pointed to article 18.4 of the parties' marital settlement agreement that stated the former wife was to receive "fifty percent (50%) of the account balance of each of [the former husband's] retirement plans" valued at the date the judgment was entered. The court found that this language was unambiguous, and that the parties intended for former wife to receive 50% of the account balance of each of the former husband's retirement plans, including the two pension plans in question. *Id*.

¶ 26 *Hall* is inapposite to the case at bar. In *Hall*, there was language in the marital settlement agreement clearly stating that the former wife was to receive 50% of the account balance of each of the former husband's retirement plans. In the case at bar, however, the marital settlement agreement has no such language indicating that Kathleen and Stanley were to split all costs of insurance equally. Rather, the relevant provisions clearly state that when Stanley is employed, he is to pay 100% of the insurance premiums, with Kathleen paying him 50% of reimbursement twice a year upon being presented with documentation. If neither party is employed, Stanley is to acquire insurance and Kathleen is to reimburse Stanley for 50% of the expenses. However, if Stanley is unemployed, Kathleen is responsible for 100% of the insurance premium expenses. The language in the insurance provisions is clear and unambiguous, and thus intent must be determined solely form the agreement's language. *In re Marriage of Frank*, 2015 IL App (3d) 140292, ¶ 12. If the parties intended to split the insurance premiums equally, in every circumstance, then a provision should have been included like the one in *Hall*, stating as such. Moreover, while we need not look beyond the clear language of the marital settlement agreement, we note that Kathleen paid 100% of the insurance premium expenses between 2009 and 2012 without requesting reimbursement from Stanley, indicating that it was not the intent of

the parties for Stanley to reimburse Kathleen when Stanley was unemployed. If it had been their intent, she would have sought to enforce that portion of the marital settlement agreement at that time. Accordingly, Kathleen's section 2-1401 petition was time-barred, and the trial court properly granted Stanley's section 2-619(a)(5) motion to dismiss.

¶ 27 We next address Kathleen's contention that the trial court abused its discretion in sanctioning her for filing her petition for reformation. During the hearing on Stanley's motion to dismiss Kathleen's petition for reformation, the trial court stated, "I ask myself why at any time if you believed that there was fraud or mutual mistake wouldn't you have raised it before now after I entered a substantive ruling enforcing the terms as written ***. The only conclusion I can raise because of the timing after years of litigation is that this is done in bad faith to harass your ex-husband." The trial court made a finding that Kathleen's petition for reformation was filed in bad faith and for the improper purpose of harassing Stanley. The trial court then gave Stanley leave to file a motion for sanctions pursuant to both Rule 137 and section 508(b) of the Act.

¶ 28 Stanley filed his motion for Rule 137 and/or section 508(b) sanctions. The trial court found no basis for Rule 137 sanctions but awarded Stanley attorney fees pursuant to section 508(b) of the Act based on its finding that Kathleen filed her petition for reformation for the improper purpose of harassing Stanley. Section 508(b) of the Act provides in pertinent part:

> "*** if at any time the court finds that a hearing under this Act was precipitated of conduct for any improper purpose, the court shall allocate fees and costs of all counsels for the hearing to the party or counsel found to have acted improperly. Improper purposes include but are not limited to harassment, unnecessary delay or other acts needlessly increasing the cost of litigation." 750 ILCS 5/508(b) (West 2017).

¶ 29 Generally, courts have broad discretion in determining whether to grant attorney fees in dissolution proceedings. A trial court's decision to award or deny fees will be reversed only if the trial court abused its discretion. *In re Marriage of Schneider*, 214 Ill. 3d 152, 174 (2005). "A trial court abuses its discretion when it acts arbitrarily, acts without conscientious judgment, or, in view of all the circumstances, exceeds the bounds of reason and ignores recognized principles of law, resulting in substantial injustice." *In re Marriage of Pond and Pomrenke*, 379 Ill. App. 3d 982, 987-88 (2008).

¶ 30 Here, we find that the trial court did not abuse its discretion in awarding Stanley attorney fees pursuant to section 508(b). As stated above, if Kathleen truly believed that the intent of the parties was that the person paying insurance premiums was to be reimbursed for 50% of the costs by the non-paying party, then she would have sought reimbursement for the insurance premiums she paid in full between 2009 and 2012, regardless of Stanley's employment status. To now allege that the marital settlement agreement does not reflect the parties' true intentions appears disingenuous. We cannot say that the trial court's finding of an improper purpose was arbitrary, without conscientious judgment, or exceeded the bounds of reason and ignored recognized principles of law. Accordingly, we find that that trial court did not abuse its discretion in awarding Stanley attorney fees pursuant to section 508(b) of the Act.

¶ 31 Kathleen's final argument is that the trial court abused its discretion in denying her motions for Rule 137 sanctions against Stanley based on both his motion to dismiss her petition for reformation and his fee petition. Kathleen argues that in her motion for sanctions she identified "blatant falsehoods" in Stanley's motion to dismiss her petition for reformation, but merely states that by denying her motion for sanctions, "the court abused its discretion." We find this argument to be insufficient, as is it is conclusory and unsupported by facts. "It is axiomatic

that [a] reviewing court is entitled to have the issues clearly defined and supported by pertinent authority and cohesive arguments [citations] ***." (Internal quotation marks omitted.) *Sexton v. City of Chicago*, 2012 IL App (1st) 100010, ¶ 79. The appellate court is not a depository in which an appellant may dump the entire matter of argument and research. *Thrall Car Manufacturing Co. v. Lindquist*, 145 Ill. App. 3d 712, 719 (1986). "The failure to provide an argument and to cite to facts and authority, in violation of [Illinois Supreme Court] Rule 341, results in the party forfeiting consideration of the issue." *CE Design, Ltd. V. Speedway Crane, LLC*, 2015 IL App (1st) 132572, ¶ 18.

¶ 32 Similarly, Kathleen's argument that Stanley's fee petition was not well-grounded in fact or warranted by existing law is conclusory and unsupported by fact. Kathleen does not identify which part of Stanley's fee petition was not well-grounded in fact or warranted by existing law. Accordingly, we find that Kathleen's arguments regarding sanctions against Stanley have been forfeited on appeal.

¶ 33 For the foregoing reasons, we: (1) reverse the trial court's finding that Kathleen owed Stanley 50% of the insurance premiums he paid between January 2013 and December 2014, because he failed to adhere to the mandatory documentation and timing requirements of the marital settlement agreement; (2) affirm the trial court's grant of Stanley's section 2-619 motion to dismiss; (3) affirm the trial court's award of attorney fees to Stanley based on Kathleen's petition for reformation; and (4) find that Kathleen has forfeited review of the trial court's denial of her requests for Rule 137 sanctions against Stanley. We echo the trial court, however, in noting that Kathleen may still file a motion pursuant to section 510(a) of the Act to modify the

insurance provision prospectively. See 750 ILCS 5/510(a) (West 2017)[1] ("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.")

¶ 34 Affirmed in part and reversed in part.

¶ 35 Cause remanded.

[1] The 2019 amendments to the Act do not change this section. See 750 ILCS 5/510, effective Jan. 1, 2019 ("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.")