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IN THE
APPELLATE COURT OF ILLINOIS
SECOND DISTRICT

<i>In re</i> MARRIAGE OF ISSAM)	Appeal from the Circuit Court
ABU-GHALLOUS)	of Du Page County.
)	
Petitioner-Appellee,)	
)	
and)	No. 12-D-1945
)	
ERICA ABU-GHALLOUS)	
(n/k/a Erica Runningdeer),)	Honorable
)	Neal W. Cerne,
Respondent-Appellant.)	Judge, Presiding.

JUSTICE JORGENSEN delivered the judgment of the court.
Justices Zenoff and Schostok concurred in the judgment.

ORDER

¶ 1 *Held:* The father did not prove that the modification to the custody agreement was in the children's best interests or that there had been a substantial change in circumstances. Thus, the trial court erred in modifying the agreement.

¶ 2 The trial court granted appellee's, Issam Abu-Ghallous's, petition to modify the joint custody agreement, removing the provision requiring parental consent to travel by plane with the children. The court stated that, moving forward, either parent could travel domestically by plane with the children without seeking the other parent's consent. Appellant, Erica Abu-Ghallous,

n/k/a Erica Runningdeer, appeals. Because Issam did not meet the standards for modification, we reverse and remand.

¶ 3

I. BACKGROUND

¶ 4 This appeal is closely related to *In re Marriage of Abu-Ghallous*, 2018 IL App (2d) 180298-U (*Abu-Ghallous I*). The trial court proceedings in *Abu-Ghallous I* are part of the record on appeal in this case, as well. Our background discussion recites those proceedings, as they provide context for the instant appeal.

¶ 5 The parties married in 1999. They had two sons, born in 2004 and 2007. The children have both American and Palestinian passports.¹ Issam petitioned for divorce in 2013. Each party wanted sole custody. The court-appointed psychologist, Dr. Robert Shapiro, performed a custody evaluation and report. In *Abu-Ghallous I*, Erica represented, and Issam did not deny, that Dr. Shapiro reported that Issam displayed certain risk factors for child abduction. *Id.* ¶ 5.

¶ 6 Following Dr. Shapiro's report, the parties compromised on a joint custody arrangement, whereby Erica would be the residential custodian, subject to Issam's generous visitation. The agreement contained unusually thorough travel restrictions, as set forth below:

¶ 7 As to vacations, the agreement provided:

“[5D.] The extended parenting/vacation schedules *shall be exercised within the United States*. Neither party shall remove the children from the State of Illinois temporarily for extending parenting/vacation time without the express prior written

¹ Throughout this order, when we say Palestine, we recognize that the Palestinian Authority is a governmental body that governs various territories within the region known as Palestine.

consent of the other party. Neither party shall unreasonably deny the other party the ability to take the children to another state within the continental United States. ***.

i. during any period of extended parenting/vacation time, the parties agree that they each shall have telephone contact with the minor children at all reasonable times and places, and shall be provided the children's destination, flight information/travel itinerary, telephone numbers and addresses where he or she can be reached during his/her extended parenting/vacation times ***.

ii. *International travel with the minor children shall be reserved.*"

(Emphases added.)

We term these the "domestic-travel" and "reservation" provisions.

¶ 8 The agreement also stated:

"[5I.] 14. *Neither parent shall attempt to renew the children's United States, or other, passports* without prior written consent of the other party. At present, [the mother's attorney] has possession of the children's United States and Palestinian passports, and *[the mother's attorney] shall continue to hold said passports in trust* for the parties absent written instruction signed by both parties, or court order, requiring the transfer or relinquishment of said passports to either party or another.

15. *Neither party shall allow the children to board an aircraft of any kind that leaves the ground without prior written consent of the other parent* (sitting on a small stationary aircraft, such as at a museum or during the annual Bolingbrook air show, is allowable without prior notice)." (Emphases added.)

We term these the "passport" and "consent-to-board" provisions. The consent-to-board provision is the focus of the instant appeal.

¶ 9 As to dispute resolution, the agreement provided: “[4.] Both parties agree to attempt to resolve any disputes through mediation and to only use court proceedings as a last resort.”

¶ 10 Post-decree, the parties filed numerous, contentious pleadings. Among these, in 2014, Erica petitioned for an order of protection against Issam. In it, she referred to a 2012 order of protection that had been based on Issam’s use of a firearm to intimidate her and his repeated statements that he fantasized about killing her. She dropped the 2012 order of protection after speaking with Issam’s healthcare provider. However, in 2014, she again viewed Issam’s behavior as “increasingly antagonistic and [she] fear[ed] for [her] life.” The court granted an emergency order of protection, pending a hearing. Rather than submit to a hearing, the parties settled. The 2014 settlement stated that the parties were to communicate only in writing, such as by text messages. They were to confine the subject of their communications to the children and the mortgage on the marital residence.

¶ 11 From 2016 forward, Issam acted *pro se*. The contentious filings continued, with Issam complaining that Erica allowed a member of the opposite sex to stay overnight during a three-day trip to Michigan. Issam also involved police when Erica did not reply to his text message about her exact address in Michigan. He referred to Erica’s delay as an “extreme matter of safety and wellbeing of the children.” Police telephoned Erica, who informed them of the address.

¶ 12 Separately, in 2016, Erica petitioned for child support. She alleged that Issam was chronically under-employed. He had a Ph.D., yet he earned less than \$10,000 per year working at a community college. He lived off the “largesse of his friends.” The court denied the petition, explaining that the custody agreement allowed Erica to move for child support only if Issam’s income was over \$30,000.

¶ 13 A. Issam's Petitions for International Travel

¶ 14 In 2017, Issam petitioned to take an international trip to Poland. The court granted the petition. However, the trip never took place, because Issam did not complete various conditions precedent.

¶ 15 In 2018, Issam again petitioned to take an international trip to Poland, which was the subject of *Abu-Ghallous I*. Issam wished to visit a Polish friend, Malgorzata Stachyra, with whom he had gone to school. Stachyra would fund the trip. Stachyra represented to the court in an unnotarized, undated, signed letter, that funding the trip was not a financial burden to her. The trip was social in nature, and the group might also take a two-day excursion by plane to London.

¶ 16 Erica responded that the custody agreement precluded international travel. It expressly stated: "The extended parenting/vacation schedules *shall* be exercised within the continental United States." (Emphasis added.) Moreover, the agreement had several supporting provisions, requiring parental consent to board a plane and requiring the passports to be kept in the custody of Erica's attorney. Erica feared that Issam was using the trip to Poland as a ruse to kidnap the children and take them to Palestine. Issam had threatened to kidnap the children in the past.

¶ 17 At the hearing, Issam was the first to testify. The testimony was somewhat unconventional, in that Issam acted *pro se*, so his testimony began as cross-examination, and, occasionally, he made statements of clarification. Issam testified that he never married in Palestine, and there was no Islamic wedding. He did not know a lot about Palestinian law, but he knew Palestine followed secular law. Further, he reminded the court, he was not going to Palestine. He was going to Poland.

¶ 18 Erica then presented evidence, through the testimony of her father, that there *had* been a Palestinian wedding. Her father had attended the wedding, and he showed that his passport had been stamped by the Palestinian Authority during the relevant time. (The issue of whether there had been a Palestinian wedding was important, because, if there had been a Palestinian wedding, then Palestinian courts would apply Palestinian divorce and custody law. This would not be favorable to Erica.)

¶ 19 Erica also called an expert in Islamic family law, Ausaf Farooqi. Farooqi testified that, if Issam were to take the children to Palestine, Erica would have little recourse to secure their return. Although law in the region was nuanced, the West Bank operated under “the Jordanian law of personal status.” In the West Bank, Palestinian courts will not give full faith and credit to an American judgment. They may use an American judgment as evidence of a pattern. However, they will determine a given case on their laws, most of which are based on “presets within the Islamic rules.” In the West Bank, the father gets guardianship, which means physical care and custody and decision-making and financial responsibility, for all boys over the 7- to 9-year age range, and certainly over all post-pubescent boys. An American who wants her American custody judgment enforced in Palestine can obtain a Palestinian court order that is a mirror-image of the American judgment. Palestine generally honors the agreement of the parents, even if it is different than the Islamic preset. To effectuate such an order, the parties would have to work with a Palestinian attorney who is based in the West Bank.

¶ 20 Finally, Erica explained why she believed Issam to be a flight risk. Issam had previously threatened to kidnap the children. He has stated that he will kidnap the children when no one is expecting it, and she will never see them again. Issam first asked Erica to take the children to

Palestine. It was only after she dissented to that trip that he sought to take the children to Poland. In her view, Issam was underemployed, demonstrating a failure to invest in his community.

¶ 21 Erica offered a compromise: “If we had a mirror custody order in a [West Bank] Palestinian court, I would allow [Issam] to travel internationally with the children.” Erica had the funds and was willing to travel to Palestine, obtain a lawyer, and effectuate the order. Erica recounted Farooqi’s position that the agreed custody order must be entered by the Palestinian court prior to any controversy, because the Palestinian court would not be bound by an American order in resolving a controversy.

¶ 22 In closing, Issam argued the joint custody agreement “reserved” the issue of international travel. In his view, this meant that there was not yet an existing agreement on the issue of international travel. Further, he was not a child abductor; to insinuate as much was racism. Erica’s fear that he would ask for a Palestinian divorce court to grant him custody was unfounded, because there had not been a Palestinian marriage. Issam was willing to consider the legal procedure offered by Farooqi if that would resolve the international travel issue for the future. In the meantime, however, Issam did not plan to go to Palestine; he planned to go to Poland. He would register the children with the proper authorities.

¶ 23 Erica disagreed with Issam’s interpretation of the custody agreement, pointing to the provision that mandated travel to occur within the U.S. Her objection to international travel was not based on racism. Rather, it was based on Issam’s prior threats to kidnap the children. Erica urged the court to question Issam’s sincerity, where she offered to pay for a simple legal procedure—registering her custody rights in Palestine—but Issam declined to do so prior to the instant trip. “What I’m saying is delay judgment or make the international travel contingent on their getting this Palestinian agreed order. I rest.”

¶ 24 On April 16, 2018, after taking the matter under advisement, the court granted Issam’s petition. It interpreted the joint custody agreement as follows: “The [joint custody agreement] provided restrictions on international travel but also provided for a review of those restrictions and sought to promote the children’s heritage and culture.” It did not make an express finding as to Erica’s fear that Issam would kidnap the children, but it required Issam to post his home as bond to secure the return of the children.

¶ 25 On August 20, 2018, this court resolved *Abu-Ghallous I* in favor of Erica. We held that the 2013 joint custody agreement forbade international travel, that a successful petition to modify pursuant to section 610.5 of the Illinois Marriage and Dissolution of Marriage Act (Act) (750 ILCS 5/610.5 (West Supp. 2017)) was necessary to change the terms of the agreement, and that the evidence at the hearing was insufficient to warrant modification of the agreement. *Abu-Ghallous I*, 2018 IL App (2d) 180298-U, ¶ 2.

¶ 26 As to the terms of the agreement, we determined:

“The agreement mandates domestic travel only, with certain limitations such as requiring an itinerary and requiring consent to travel by plane. The single provision mandating that all travel occur within the United States *in itself* necessarily prohibits international travel. The consent-to-board and passport provisions help to *enforce* the domestic-travel provision. And, to take it one step further, the reservation of the issue of international travel in no way contradicts this, nor does reserving an issue mean that there was not yet an existing agreement as to international travel. Rather, ‘reserving’ a custody issue is a term of art. ‘Reserving’ a custody issue means that the existing status quo, here, the prohibition against international travel, shall remain in place pending a successful petition to modify.” *Id.* ¶ 71.

¶ 27 We further ruled that, under the unique facts of the case, travel had constituted a significant decision-making issue under section 602.5. *Id.* ¶ 83. The trial court’s disregard for the domestic-travel and consent-to-board provisions constituted a reallocation of decision-making responsibilities, for which a section 610.5 modification proceeding was required. *Id.* ¶¶ 83, 85. The trial court did not conduct a proper section 610.5 modification proceeding. *Id.* ¶ 80. The hearing was not proper, because the court did not recognize that Issam carried the burden of proof. *Id.* ¶ 88. Issam presented next to no evidence that the trip was in the boys’ best interests or that there had been a substantial change in circumstances. *Id.* Also, the court’s apparent conclusion that circumstances had changed was not based on the evidence. *Id.* ¶ 89. The court noted that the boys had grown older and “would know not to get on a plane to Palestine.” *Id.* But, there was no evidence of the boys’ maturity relative to other boys their age. *Id.* The court declined to adequately assess Erica’s evidence. *Id.* ¶¶ 90-91. From the court’s bond requirement, we inferred that the court dodged, rather than rejected, Erica’s evidence that Issam was a flight risk. *Id.* ¶ 91. The bond was insufficient, in that Erica would have little recourse if Issam took the children to Palestine without first obtaining a Palestinian custody order that recognized Erica’s custody rights. *Id.* ¶ 92.

¶ 28 We reinstated the 2013 joint custody agreement. *Id.* ¶ 96. We instructed that, should Issam seek to modify the agreement in the future to allow for international travel, he will have to reach a court-approved agreement with Erica to modify the agreement to allow for international travel, provided the parties first register Erica’s custody rights in Palestine, or he will have to prove that a substantial change in circumstances supports the modification. *Id.* Finally, we ordered that all of the passports be returned to Erica or her attorney. *Id.*

¶ 29 *B. Abu Ghallous II: The Instant Petition to Modify*

¶ 30 Meanwhile, on June 1, 2018, more than 30 days after Erica filed her notice of appeal in *Abu-Ghallow I* and after the trial court's jurisdiction on the *international* matter had lapsed and transferred to this court, Issam initiated new proceedings in the trial court. He petitioned to modify the consent-to-board provision as to *domestic* travel, at issue here.

¶ 31 Issam sought to modify the consent-to-board provision going forward. He wanted each party to be able to travel domestically with the children by plane, without seeking the other party's written consent. This summer, in particular, he wanted to take the children on a plane trip to Utah.

¶ 32 Later in June 2018, the trial court twice continued the hearing based on miscommunications over the parties' and attorney's vacation schedules. At the June 21, 2018, hearing on a motion to continue, the parties and the court entered into substantive argument and discussion:

“Issam: The [agreement] did not bar getting on the plane. It said, parties should not allow minor children to get on the plane. It didn't say that minor children are not allowed on the plane; unless, you didn't take the time to read the [agreement.]

[Erica's attorney]: I read it.

The Court: It isn't barred. It just says, it is prohibited, and it is modifiable. So, I agree. It's not an absolute bar.”

And,

“[Erica's attorney]: Judge, we're not saying he can't go on this vacation [to Utah]. We are saying that he can't get on a plane. If he wants to drive to Utah, that's fine.

The Court: Well, I guess, here's my issue, though. In your response, you don't really state why he can't get on an airplane. It just says I don't agree; okay.

[Erica's attorney]: Judge, she's entitled to her day in court. ***.

The Court: Right, but she hasn't raised a defense."

Erica's attorney stated that Erica was willing to offer an extra week, or even two, of vacation time to facilitate the drive to Utah.

¶ 33 On July 2, 2018, the trial court conducted a hearing on Issam's petition to modify. Issam argued: "I filed a motion to modify the [agreement] to allow travel by aircraft with the minor children within the U.S. without the need for written consent by either party, just to inform them. My argument No. 1 is the main thing is the change in circumstances. The children are older now. Our older son is going to be 14 next month, and the younger is eleven." Issam then listed the benefits of plane travel as being safer and more efficient than driving.

¶ 34 After Issam rested, Erica's attorney argued that Issam did not prove his case. He stated that Issam did meet the "requirements of law" to obtain a modification. Further: "Motion to modify [the custody agreement], that's a big undertaking, and there has to be more than a 15 minute hearing. [Issam] has to show, to begin with, a substantial change in circumstances." In his view, the only change in circumstances alleged by Issam, that the boys were older, did not constitute a substantial change of circumstances under the facts of this case. He stated that, in any event, the parties' oldest child had Asperger's Syndrome and was afraid to travel. Therefore, he was not a typical 14-year-old boy, and age could not provide the singular justification for travel.

¶ 35 Erica argued in the alternative that, if Issam was simply trying to go on a single plane trip to Utah under the existing agreement, and this was not really a petition to modify, Issam did not prove that he should be allowed to do so. The agreement plainly states that both parents are required to consent before the children may travel by plane. The agreement is silent as to

whether Erica must provide a basis for her non-consent. And, even if Erica were required to explain herself, Issam has not shown, at this hearing, that Erica has been unreasonable. Moreover, Erica *has* shown herself to be reasonable. She is willing to give Issam two extra vacation weeks to drive to Utah. (Erica also has suggested that Issam travel by train, which is potentially more convenient than driving but, in her view, has stricter border security than flying. And, Erica has refrained from flying with the children herself, to equalize each party's respective relationship with the children.)

¶ 36 The trial court, not having the benefit of our disposition in *Abu-Ghallous I*, first addressed the specific Utah trip. It stated that Erica presented no rational basis for dissenting to the plane trip.

¶ 37 Next, the court granted the petition to modify. It found a change in circumstances: “[T]hings changed. The children, as [Issam] has indicated, are older now. So, I could see it at a young age there was a restriction from flying if they are going to fly by themselves, but in this case that wasn’t going to happen.” The court made brief reference to the international-travel issue then up on appeal. It concluded: “So I am going to allow that either party is allowed to take the children on domestic airplane flights.”

¶ 38 The court entered a finding pursuant to Illinois Supreme Court Rule 304(a) (eff. March 8, 2016). On July 10, 2018, Erica filed her notice of appeal.^{2, 3}

² According to Erica, on August 14, 2018, more than 30 days after Erica filed her notice of appeal and the trial court’s jurisdiction on the petition to modify had lapsed and transferred to this court, Issam initiated new proceedings in the trial court. This time, Issam petitioned for rule to show cause, arguing that Erica was not providing their 14-year-old son safe transportation to school. According to Issam, their son’s disability prevented him from walking one mile to

¶ 39

II. ANALYSIS

¶ 40 On appeal, Erica argues: (1) the trial court misinterpreted the joint custody agreement in that it believed the reservation clause gave a certain flexibility to the otherwise black-and-white provisions concerning travel; (2) the trial court failed to conduct a proper modification proceeding in that it did not require Issam to prove that the modification was in the children's best interest and that there had been a substantial change in circumstances; (3a) the trial court's decision to modify the agreement was against the manifest weight of the evidence; and (3b) the trial court's decision to allow the specific trip to Utah by plane was against the manifest weight of the evidence.

¶ 41

A. Contract Interpretation

¶ 42 Marital settlement agreements are essentially contracts between parties, and rules pertaining to contract interpretation apply to interpretations of such agreements. *In re Marriage of Corkey*, 269 Ill. App. 3d 392, 397 (1995). A court is to construe the terms of the agreement so as to give effect to the parties' intent. *In re Marriage of Druss*, 226 Ill. App. 3d 470, 475 (1992). Where the terms are unambiguous, the intent is determined solely from the language of the

school, because he lacks the ability to pay full attention to his surroundings.

³ According to both parties, Issam had the American passports in his possession until September 17, 2017, despite this court's earlier orders that all passports be returned to Erica or her attorney. According to Issam, a series of miscommunications prevented him from returning the passports. In Erica's view, Issam's failure to return the passports was a sign of bad faith. (Indeed, we are troubled that the alleged miscommunications occurred *before* the court's most recent, unambiguous, August 20, 2018, order.) In any case, both parties now agree that the passports are in the possession of Erica or her attorney.

agreement. *Id.* Each word, phrase, and clause should be considered, because they are presumed to have been inserted deliberately and for a purpose. *River Plaza Homeowner's Ass'n v. Healey*, 389 Ill. App. 3d 268, 277 (2009). Where possible, provisions should be construed harmoniously. *Edward Electric Co. v. Metropolitan Sanitation District of Greater Chicago*, 16 Ill. App. 3d 521, 525-26 (1973). To the extent that an agreement is susceptible to two interpretations, the court will favor the interpretation that is fair, reasonable, and customary. *In re Marriage of Sweders*, 296 Ill. App. 3d 919, 922-23 (1998). The court should not favor an interpretation that would lead to an inequitable, unreasonable, or absurd result. *Id.* at 923. The court's interpretation of a marital settlement agreement is reviewed *de novo*. *In re Marriage of Culp*, 399 Ill. App. 3d 542, 547 (2010).

¶ 43 Read in isolation, the trial court may not have misinterpreted the consent-to-board provision. It seemed to recognize that the consent-to-board provision required the written consent of one parent before the other parent could travel domestically by plane with the children. Indeed, the agreement's consent-to-board provision unequivocally states: "15. Neither party shall allow the children to board an aircraft of any kind that leaves the ground without prior written consent of the other parent."

¶ 44 However, the consent-to-board provision cannot be read in isolation. And, we agree with Erica that the trial court failed to honor the seriousness of the provision. Contrary to Issam's position, the consent-to-board provision *is* linked to the other travel provisions. It is an integral part of the agreement's overall scheme to limit travel and allocate absolute control, in the form of veto power, over plane travel to both parents. As we explained in *Abu-Ghallous I*, "[t]he travel provisions in the instant agreement were unusually thorough and restrictive. The agreement noted that the children have passports in two different countries, including Palestine. It gave

either parent the decision-making power to veto travel by plane and mandated that, in all cases, travel occur in the United States. So important was the domestic-only travel mandate that the passports were to be held in trust by Erica’s attorney.” *Abu-Ghallous I*, 2018 IL App. (2d) 180298, ¶ 83. The consent-to-board provision helps to enforce the domestic-travel provision and ensure that the children stay in the country. *Id.* at 71. In striking the consent-to-board provision, the trial court weakened the agreement’s prohibition against international travel and modified a significant portion of the agreement. To remove the consent-to-board provision, Issam was required to prove that the entire travel scheme warranted modification under the statute.

¶ 45 B. Inadequate Modification Proceedings

¶ 46 In the context of this case, the travel provisions address significant decision-making issues, the reallocation of which must be addressed through a petition to modify. Issam concedes this. Erica had been allocated decision-making authority surrounding travel, and the trial court reallocated that authority by removing the consent-to-board provision from the joint custody agreement.

¶ 47 Petitions to modify the allocation of parental decision-making responsibilities are governed by section 610.5 of the Act. 750 ILCS 5/610.5 (West Supp. 2017). That section provides in pertinent part that the court may modify an allocation judgment if it is in the child’s best interests and a substantial change in circumstances supports the modification. *Id.*

¶ 48 Here, the trial court did not conduct an adequate modification proceeding. It did not require Issam to prove the best-interest and substantial-change elements. As noted by Erica at the hearing, a petition to modify requires more than a 15 minute, superficial hearing. Issam presented no evidence, only argument. The court acknowledged that Issam was the movant, but it did not hold Issam to his burden of proof. See, e.g., *In re Marriage of Smithson*, 407 Ill. App.

3d 597, 600 (2011) (burden is on the movant). Rather, it shifted the burden of proof to Erica. It repeatedly stated that Erica had not shown why Issam's request was unreasonable: "Right, but she hasn't raised a defense." It was not Erica's burden to show that the agreement should not be modified.

¶ 49 C. The Trial Court Erred in Modifying the Agreement

¶ 50 Even if we were to accept that the court had conducted a proper modification proceeding, its decision to modify was against the manifest weight of the evidence and an abuse of discretion. We must reverse a trial court's modification to a parenting agreement if it is against the manifest weight of the evidence or constitutes an abuse of discretion. *In re Marriage of McGillicuddy & Hare*, 315 Ill. App. 3d 939, 942 (2000).

¶ 51 Here, the evidence did not show that the modification was in the children's best interests or that it was justified by a substantial change in circumstances. The only "evidence" concerning the children's best interests was Issam's argument that travel by plane was safer and more efficient. Because it was more efficient, the children would be able to go on more trips and have enriching experiences. This argument merely constitutes a general "pros and cons" discussion about flying versus driving. It is not at all specific to these children and their situation.

¶ 52 The only "evidence" that there had been a substantial change in circumstances was that the children were older. However, the travel provisions in this case have never been about the age of the children or their general readiness to board a plane alone or with a chaperone. The trial court spoke with disregard for the record in this case when it explained: "[T]hings changed. The children, as [Issam] has indicated, are older now. So, I could see it at a young age there was a restriction from flying if they are going to fly by themselves, but in this case that wasn't going to happen." The court said this even as it referenced the pending appeal in *Abu-Ghallous I*,

which concerned Erica's fear that Issam would abduct the children. As discussed, the instant travel provisions are meant to guard against a child-abduction scenario. We cannot stress enough the unusual and case-specific nature of these travel provisions.

¶ 53 Issam did not discuss the children's best interests, or safety, in relation to Erica's fear that he would abduct the children. Neither did Issam discuss the substantial-change element in relation to Erica's fear. Issam argues that Erica failed to raise these concerns in the hearing. To the contrary, as discussed, the consent-to-board provision was an inextricable part of a group of travel provisions aimed at preventing child abduction. The overall scheme, and the pending appeal in *Abu-Ghallous I*, provided context to the instant hearing. It was not Erica's burden to explain why the status quo should be maintained. Instead, if Issam sought to modify the travel provisions, he was required to address their underlying purpose and persuade the court, with supporting evidence, that the provisions' underlying purpose was no longer relevant. Erica employed a proper strategy at the hearing to simply note that Issam did not prove his case. Issam did not deny the presence of several risk factors, such as his past threats to abduct the children, his underemployment, the absence of child support (due to his low income), and the history of conflict between the parties. Instead, he seems to deny that these are risk factors. Erica acknowledges that Issam cannot change certain risk factors or limitations on remedy, such as the law in Palestine, nor can he change the past, such as the occurrence of prior conflicts between the parties. However, it was his burden to show that the children would be safe and that these concerns were no longer valid. In a future modification proceeding, Issam should also explain why he continued to hold the children's passports 28 days after this court's unambiguous August 20, 2018, order to return the passports to Erica or her attorney.

¶ 54 The trial court's decision to modify the agreement to remove the consent-to-travel provision was against the manifest weight of the evidence and an abuse of discretion. We reinstate the 2013 joint custody agreement in its original form, which includes the consent-to-board provision.

¶ 55 **D. Specific Plane Trips**

¶ 56 We decline to address Erica's challenge to the trial court's decision to allow the specific plane trip to Utah. That trip has either occurred without incident or the opportunity has expired. We do remind the parties, however, that they agreed in the joint custody agreement to engage in mediation and use court proceedings only as a last resort. Should a disagreement over a singular plane trip arise again, the parties are urged to engage in mediation before bringing an unresolved issue to the court. In mediation, the parties can discuss Erica's proposal to obtain the Palestinian court order, to discuss alternatives to flying, such as travel by train, or to allow Issam extra time with the children to make up for lost time spent driving. Finally, per our prior orders, all passports are to be held by Erica or her attorney.

¶ 57 **III. CONCLUSION**

¶ 58 For the reasons stated, we reverse the trial court's judgment and remand the case.

¶ 59 Reversed and remanded.