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2018 IL App (3d) 170842-U

Order filed September 18, 2018

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IN THE  
APPELLATE COURT OF ILLINOIS  
THIRD DISTRICT

2018

<i>In re</i> MARRIAGE OF	)	Appeal from the Circuit Court
	)	of the 14th Judicial Circuit,
DEANNA M. SOLIS-CANTRILL,	)	Rock Island County, Illinois.
	)	
Petitioner-Appellant,	)	Appeal No. 3-17-0842
	)	Circuit No. 14-D-51
and	)	
	)	
DEAN A. CANTRILL,	)	Honorable
	)	Mark A. VandeWiele,
Respondent-Appellee.	)	Judge, Presiding.

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JUSTICE LYTTON delivered the judgment of the court.  
Presiding Justice Carter and Justice Schmidt concurred in the judgment.

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**ORDER**

¶ 1 *Held:* Trial court did not abuse its discretion in granting respondent's petition to modify maintenance based on involuntary loss of employment.

¶ 2 Petitioner, Deanna M. Solis-Cantrill, appeals from an order of the circuit court granting respondent, Dean A. Cantrill's, request to modify maintenance. The trial court determined that Dean's loss of employment was involuntary and that his decision to leave the company was not

made with the intention of impacting his maintenance obligation. On appeal, Deanna claims that the court's decision to reduce Dean's obligation was an abuse of discretion. We affirm.

¶ 3

### FACTS

¶ 4

In April 2015, the trial court entered an order dissolving Dean and Deanna's 29-year marriage. At the time of the divorce, Dean worked for Cobham Life Support (Cobham) and was the vice president and general manager of the Davenport facility. He earned an annual salary of \$284,796, with an additional performance bonus. Deanna had been a stay-at-home parent and was unemployed. In the dissolution judgment, the court awarded Deanna \$1,650 per week in base maintenance, plus 30% of Dean's gross bonuses.

¶ 5

In February 2016, Cobham asked Dean to resign. The company informed Dean that he could either resign as a "good leaver" or be fired. Dean chose to resign and accepted a six-month severance package worth \$95,033 and \$19,045 in long-term incentive stock options. On March 20, 2017, Dean began work for Tampa Armature Works, making approximately one half of the annual salary he had been earning at Cobham.

¶ 6

In April 2017, Dean filed a petition to modify spousal support pursuant to section 510 of the Illinois Marriage and Dissolution of Marriage Act (Act) (750 ILCS 5/510(a-5) (West 2016)). In the petition, Dean stated that he was forced to resign from Cobham in February 2016, and that he had been actively seeking employment since that time. He alleged that his annual gross income had gone from \$500,000 in 2016 to \$108,000 in 2017. He claimed that a substantial change in circumstances had occurred since the dissolution judgment was entered in 2015 and requested a reduction in his maintenance obligation.

¶ 7

At modification hearing, Dean testified that the events leading up to his resignation from Cobham began in late 2015. In November 2015, he attended a budget review meeting in London

at the request of the sector president. He testified that the sector president had been his boss for about 12 months and that it was a “challenging” relationship. One evening, after a dinner meeting in London, he and the sector president and several other employees met in the hotel bar for drinks. The conversation became heated and Dean had “some words” with the sector president. The sector president lost his temper. Dean felt the outburst was unprofessional and retired to his room. The next morning, Dean and his corporate team presented their 2016 budget, and Dean flew home. According to Dean, everyone seemed pleased and appreciated the profitability of the Davenport facility.

¶ 8 Ten weeks later, in February 2016, the sector president visited the Davenport branch. He met with Dean and the vice president of human resources for breakfast. During the meeting, the sector president explained to Dean why he felt Dean was not a good fit for the company and handed him a severance package to review. The human resource director told Dean to “accept the severance package or we’ll fire you for cause.” After considering legal proceedings and weighing the expense of litigation versus the likelihood of success, Dean decided to accept the severance offer.

¶ 9 On cross-examination, Dean admitted that the altercation with his boss in London could have been avoided and that he could have refrained from making any negative comments. He felt a response was necessary, however, because he had “a certain amount of dignity.” Deanna’s counsel then asked Dean if he believed the argument had an impact on the meeting in February several weeks later. Dean answered that he could not speculate as to whether the two events were related because the hotel bar incident was not mentioned when the severance package was presented in February 2016. He did not believe his job was in jeopardy prior to the meeting in London, as his division was the highest producing division in the company.

¶ 10 Dean testified that immediately after he resigned from Cobham, he began searching for new employment nationwide. He had several telephone interviews and accepted the first job he was offered. His annual salary in his new job is \$135,000, plus bonus pay. He accepted the position because he believed, given the incentives for bonus pay, it had the potential for long-term financial advantages.

¶ 11 At the conclusion of the hearing, the trial court granted Dean's request to reduce maintenance. The court explained that Dean's loss of employment was involuntary. It also found that Dean's decision to accept the severance package was not done with the intent to impact his maintenance obligation. The court determined that a reduction of Deanna's maintenance was justified and reduced her weekly maintenance payments to \$779, plus 30% of Dean's bonuses.

¶ 12 ANALYSIS

¶ 13 Deanna argues that the trial court erred in granting Dean's petition to modify maintenance. She contends that the trial court erred in determining that Dean's change of employment was involuntary because Dean made a voluntary decision to respond to the sector president in London and was asked to leave based on those comments.

¶ 14 Section 510 of the Act provides that a maintenance order may be modified only upon a showing of a substantial change in circumstances. 750 ILCS 5/510(a-5) (West 2016). A "substantial change in circumstances" may be shown when the ability to pay maintenance has changed. *In re Marriage of Neuman*, 295 Ill. App. 3d 212, 214 (1998). When deciding whether to modify maintenance, the court "shall consider" the applicable factors set forth in sections 504(a) and 510(a-5) of the Act, including (1) any change in the employment status of either party and whether the change has been made in good faith, (2) the efforts made by the party receiving

maintenance to become self-supporting, (3) the property awarded to each party under the dissolution judgment and the present status of the property, and (4) the increase or decrease in each party's income since the prior judgment or order from which a modification is being sought. 750 ILCS 5/510(a-5) (West 2016); see also *Blum v. Koster*, 235 Ill. 2d 21, 36 (2009). A substantial change in circumstances warranting modification may occur upon (1) an involuntary change or loss of employment, or (2) a voluntary change of employment made in good faith. See *In re Marriage of Brent*, 263 Ill. App. 3d 916, 922 (1994).

¶ 15 The party seeking modification has the burden of showing that a substantial change in circumstances occurred since entry of the original maintenance award. *In re Marriage of Reynard*, 378 Ill. App. 3d 997, 1003 (2008). The trial court's determination that a substantial change has occurred is one of fact and will not be disturbed on appeal unless it is against the manifest weight of the evidence. *In re Marriage of Barnard*, 283 Ill. App. 3d 366, 370-71 (1996). We review the court's ruling on a request to modify or terminate maintenance for an abuse of discretion. *Reynard*, 378 Ill. App. 3d at 1003.

¶ 16 Here, the trial court's finding that Dean's loss of employment was involuntary was not against the manifest weight of the evidence. Dean testified that he was informed by the sector president that he could resign with severance pay or be terminated. This is not a case in which the payor spouse was voluntarily unemployed. Both options required Dean to leave the company. Although he was given the choice by which his separation from Cobham would occur, that does not mean that the decision for his employment to come to an end was voluntary. See *In re Marriage of Gosney*, 394 Ill. App. 3d 1073, 1078 (2009) (ex-spouse's unemployment was involuntary where he was forced out of the company by unfair and oppressive negotiation tactics and was asked to leave the firm when he failed to agree to the terms).

¶ 17 The evidence fails to support Deanna's theory that Dean's comments in London show that his decision to leave the company was voluntary and was not in good faith. Deanna claims that Dean's argument with the sector president in November 2015 was voluntary and directly impacted the company's request for his resignation several weeks later. Dean testified that he could not speculate as to whether the London argument was related to the request to leave because the hotel bar incident was not mentioned when the severance package was presented in February 2016. At that meeting, Dean was given two options: resign or be terminated. Nothing in the record demonstrates that the London incident directly resulted in his loss of employment, or that Dean's comments, voluntary or otherwise, diminished the involuntary nature of his resignation.

¶ 18 Deanna cites *In re Marriage of Imlay*, 251 Ill. App. 3d 138 (1993), in which the appellate court considered a request to modify maintenance in the context of a *voluntary* change in employment. There, the respondent lost his job after receiving a DUI, which affected his ability to perform his job. However, his supervisor testified that the respondent could have continued his employment had he made an effort to stay in contact with his customers. The court denied a petition to modify maintenance after it determined that the payor spouse's deliberate actions caused his termination and he could not meet the burden of establishing that the employment change was made in good faith. *Imlay*, 251 Ill. App. 3d at 142 (noting that a party who voluntarily changes employment resulting in a reduced income and seeks to modify a support obligation must show the employment change was made in good faith).

¶ 19 *Imlay* does not apply to these facts. Unlike the change of employment in that case, Dean's employment change was not voluntary. The incident at the hotel bar in London did not affect his ability to perform his job. His division was the highest producing division in the

company. Yet, he was forced to leave his position. The record reflects that after he left Cobham, he actively sought reemployment, accepted the first job he was offered and continued to make support payments. The trial court's decision that Dean's loss of employment was involuntary and that a substantial change in circumstances warranted a reduction of his support obligation was not an abuse of discretion.

¶ 20

#### CONCLUSION

¶ 21

The judgment of the circuit court of Rock Island County is affirmed.

¶ 22

Affirmed.