

NOTICE

This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

2018 IL App (4th) 180283-U

NO. 4-18-0283

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

FILED

September 13, 2018
Carla Bender
4th District Appellate
Court, IL

<i>In re</i> MARRIAGE OF)	Appeal from the
JEREMY R. YOST,)	Circuit Court of
Petitioner-Appellee,)	Coles County
and)	No. 17D145
AMANDA E. YOST, n/k/a AMANDA E. FALLUCA,)	
Respondent-Appellant.)	
)	Honorable
)	James R. Glenn,
)	Judge Presiding.

JUSTICE KNECHT delivered the judgment of the court.
Justices Turner and Cavanagh concurred in the judgment.

ORDER

- ¶ 1 *Held:* (1) The trial court’s decisions to award joint decision-making responsibilities and equal parenting time were not against the manifest weight of the evidence.
- (2) The trial court’s findings of no abuse for purposes of an order of protection were not against the manifest weight of the evidence.
- (3) The trial court’s finding the evidence was insufficient to support an adjudication of indirect civil contempt was not against the manifest weight of the evidence.
- (4) The trial court did not abuse its discretion by denying a maintenance award.
- (5) The trial court did not abuse its discretion by equally dividing the equity in the marital property.

¶ 2 In February 2013, Jeremy R. Yost and Amanda E. Yost, n/k/a Amanda E. Falluca,

married. During their marriage, the parties had one child, W.Y. (born September 18, 2014). In September 2017, the parties separated and sought to dissolve their marriage. Following a five-day trial, the trial court dissolved the parties' marriage and entered judgment. Amanda appeals, arguing the court erred by (1) awarding joint decision-making responsibilities and equal parenting time, (2) denying her petitions for an order of protection against Jeremy, (3) denying her petition to hold Jeremy in indirect civil contempt for failing to pay for her health insurance, (4) denying her a maintenance award, and (5) equally dividing the equity in the marital property. We affirm.

¶ 3

I. BACKGROUND

¶ 4

A. Amanda's First Verified Petition for Order of Protection

¶ 5

On September 14, 2017, Amanda filed a *pro se* verified petition for an order of protection against Jeremy in Coles County case No. 17-OP-271. In support of her petition, Amanda alleged the following occurred on September 7, 2017:

“[Jeremy] used physical force resulting in injury towards [Amanda]. [Jeremy] [a]rrived at Cougill apartments yelling profanities and demanding that [Amanda] enter his vehicle. Upon entering the vehicle[,] he then [pried] [Amanda's] cell phone out of her hand and said, ‘It's my phone. I pay for it.’ When Amanda tried to reach for her phone, Jeremy grabbed both of Amanda's wrists. Amanda escaped his grasp and got out of the vehicle. Jeremy then stopped Amanda and pushed her into the front seat of the vehicle. Amanda screamed at Jeremy to stop and Jeremy

backed up enough for Amanda to run into the Cougill maintenance room. Jeremy followed Amanda and again grabbed her by both wrists causing a scrape to her right forearm. Employee Jeremy Lynch then entered the room and Jeremy Yost then began to say, 'I would never hurt you, sweetheart, you did that to yourself.' Amanda then threatened to call 911 if Jeremy didn[']t leave and he at that point left in [a] vehicle. Amanda now feels afraid for the safety of herself as well as her son [W.Y.]”

Amanda requested an emergency order of protection be granted on the grounds Jeremy “used physical restraint resulting in injury [and] physically pushed [her] causing her to fear for the safety of herself and her son, [W.Y.]” The same day, the trial court denied the entry of an emergency order of protection as Amanda’s allegations were insufficient to excuse notice to Jeremy.

¶ 6 B. Amanda’s Second Verified Petition for Order of Protection

¶ 7 On September 15, 2017, Amanda, with the assistance of counsel, filed a verified petition for an order of protection against Jeremy in Coles County case No. 17-OP-274. In support of her petition, Amanda alleged the following occurred on September 14, 2017:

“Over the last weekend[,] I was at my parents out of town in [Mount] Prospect. On [September 14, 2017,] I tried to get into [the marital home] [and] [Jeremy] had changed locks on all doors [and] I was removed from [the] ADT [account]. [Jeremy] drove to [Mount] Prospect [and] took our son from my parents. He has

refused to allow me contact with my son since he took him. I tried to call him today and he did not answer my call. I filed an [emergency order of protection] request on [September 14, 2017,] because of him restraining me [and] trying to take my cell [phone] on [September 7, 2017]. The [trial court] would not hear that case without prior notice to him. But he has restrained my access to my home [and] to my child [and] I need relief now.”

¶ 8 C. Jeremy’s Petition for Dissolution of Marriage

¶ 9 On September 15, 2017, Jeremy filed a petition for dissolution of marriage and petitions for temporary relief in Coles County case No. 17-D-145. Jeremy sought temporary and permanent decision-making responsibilities and the majority of parenting time. Jeremy also sought temporary use of the marital home and the household furniture, furnishings, and personal property located therein.

¶ 10 D. Amanda’s Counterpetition for Dissolution of Marriage

¶ 11 On September 22, 2017, Amanda filed a counterpetition for dissolution of marriage, answers to Jeremy’s petitions, and a petition for temporary relief in case No. 17-D-145. In her counterpetition, answers, and petition, Amanda sought temporary and permanent decision-making responsibilities and the majority of parenting time. With respect to parenting time, Amanda alleged Jeremy’s parenting time should be restricted because he “ha[d] been verbally and physically abusive to [W.Y.], so that [W.Y.] is fearful of [him].” Amanda also sought temporary and permanent use of the marital home.

¶ 12 E. Consolidation

¶ 13 At a September 22, 2017, hearing, the trial court consolidated case Nos. 17-OP-271 and 17-OP-274 with case No. 17-D-145.

¶ 14 F. Temporary Order

¶ 15 At a September 28, 2017, hearing, the parties reached an agreement on temporary relief. They agreed, in part, to (1) temporary joint decision-making responsibilities and equal parenting time; (2) Jeremy having exclusive possession of the marital home; (3) all firearms being securely stored; (4) Amanda being present at the marital home on September 29, 2017, to use a U-Haul vehicle provided by Jeremy to remove various belongings from the home; (5) Jeremy providing Amanda \$2,500 a month as an early distribution of the marital estate. The trial court entered an order consistent with the parties' agreement.

¶ 16 G. Amanda's Request for Additional Temporary Relief

¶ 17 On October 5, 2017, Amanda amended her petition for temporary relief seeking temporary child support and maintenance. Amanda alleged she was without a regular source of funds to meet her and W.Y.'s financial and living needs.

¶ 18 H. Jeremy's Response to Amanda's Request for Additional Temporary Relief

¶ 19 On October 19, 2017, Jeremy filed a response to Amanda's request for additional temporary relief. Jeremy requested the trial court deny the requested relief.

¶ 20 I. Additional Agreed Temporary Relief

¶ 21 At a November 6, 2017, hearing, the parties agreed to additional temporary relief. They agreed to (1) a holiday parenting time schedule; (2) Jeremy providing Amanda \$3,600 a month in temporary maintenance, (3) Jeremy providing Amanda \$200 a month in temporary child support; (4) Jeremy continuing to make health insurance payments for Amanda and W.Y.;

(5) Jeremy continuing to make car insurance payments for Amanda; and (6) Jeremy continuing to make payments for Amanda's vehicle. In a docket entry, the trial court entered an order consistent with the parties' agreements.

¶ 22 J. Jeremy's Proposed Parenting Plan

¶ 23 On January 3, 2018, Jeremy filed a proposed parenting plan. Jeremy requested joint decision-making responsibilities and equal parenting time.

¶ 24 K. Amanda's Proposed Parenting Plan

¶ 25 On January 5, 2018, Amanda filed a proposed parenting plan. Amanda requested primary decision-making responsibilities with respect to education, health, and extracurricular activities; joint decision making concerning religious training and upbringing; and the majority of parenting time. With respect to religious training and upbringing, Amanda proposed the parties' agree to continue to raise W.Y. in the Christian faith but either may take W.Y. to any church of choice during the respective parenting times.

¶ 26 L. Amanda's Petition for Adjudication of Indirect Civil Contempt

¶ 27 On January 16, 2018, Amanda filed a petition for an adjudication of indirect civil contempt. In her petition, Amanda alleged as follows. On January 5, 2018, she learned she no longer had health insurance. Amanda texted Jeremy about the issue but received no response. She contacted her insurance carrier, who advised her a notice of cancellation of insurance was mailed to Jeremy on June 26, 2017. Jeremy did not provide Amanda notice of the cancellation, nor did he continue to make payments for her health insurance. Amanda asserted Jeremy's refusal to continue to make payments for her health insurance and not telling her the insurance was terminated was willful and contumacious. Amanda alleged she paid \$85 for a prescription

and hired an attorney. Amanda requested the court hold Jeremy in indirect civil contempt of its November 6, 2017, order and require him to pay all expenses incurred by her.

¶ 28 M. Five-Day Trial

¶ 29 On January 17 and 18, February 22 and 27, and March 13, 2018, the trial court held a trial on all pending issues in this case. The following is a summary of the evidence as it relates to the issues presented on appeal.

¶ 30 Jeremy was previously married to Jessica Yost. Jeremy and Jessica had one child, A.Y. At the time of trial, A.Y. was seven years old. Jeremy and Jessica maintained a co-parenting relationship. They described an efficient and effective relationship. They shared decision-making responsibilities and have worked together to modify parenting time without court assistance. Amanda assisted in the parenting of A.Y., and A.Y. and W.Y. had a close relationship.

¶ 31 At the time of their February 2013 marriage, both Jeremy and Amanda were employed. Jeremy was self-employed by Yost Enterprises, LLC, and Yost Management Services, and Amanda was employed as a nurse. Amanda continued to work as a nurse following W.Y.'s September 18, 2014, birth, eventually transitioning to part-time. When both Jeremy and Amanda were working, W.Y. attended day care. Jeremy testified both he and Amanda would drop W.Y. off at day care. Sometime between mid and late 2016, Amanda stopped working as a nurse. Amanda and Jeremy agreed Amanda would serve as a stay-at-home mother for W.Y. Around that time Jeremy also began taking steps to run for political office.

¶ 32 Jeremy's work schedule was flexible. Jeremy primarily worked from an office in the marital home. Jeremy testified to a typical work day. He woke up around 4 a.m. and began

working. After W.Y. woke up, Jeremy changed W.Y.'s diaper and fed him breakfast. Amanda then took over caring for W.Y. and Jeremy continued working. If Amanda needed help at any time, Jeremy would help. Amanda, Jeremy, and W.Y. ate lunch together. After lunch, W.Y. napped and Jeremy resumed working. Around 3 p.m., Jeremy finished working and then had "family time."

¶ 33 Jeremy testified both he and Amanda would bathe W.Y., prepare meals for W.Y. and make medical decisions for W.Y. Jeremy would usually, but not always, attend W.Y.'s medical appointments. Both he and Amanda would brush W.Y.'s hair and cut his nails. After W.Y. was no longer nursing, Jeremy would comfort W.Y. at night if he had a nightmare. Both he and Amanda redirected W.Y. and A.Y. for disciplinary reasons. On occasion, both children would cry during the redirection.

¶ 34 Amanda testified she and Jeremy would argue when Jeremy brushed W.Y.'s hair as Jeremy would "tear[] through it." Amanda acknowledged Jeremy occasionally bathed W.Y. and put lotion on him.

¶ 35 Jessica described Jeremy as a great father, and she had no concerns with his parenting skills. Jessica testified Jeremy had never been physically or verbally aggressive to her or A.Y. Jessica observed W.Y. in Jeremy's care "[m]ore often than not" during parenting time exchanges. Jessica, who had spent time with Amanda without Jeremy being present, testified Amanda had not expressed concerns with Jeremy's parenting skills.

¶ 36 Tony Valinevicius, Jeremy's brother-in-law, testified he saw Jeremy approximately two to three times a week. Approximately two to three times a month, Tony observed Jeremy solely caring for W.Y. Tony acknowledged he started spending time with

Jeremy and his family approximately a year and a half earlier. Prior to that time, Tony indicated Jeremy refused to allow W.Y. to spend time with him or his family. Tony observed a loving relationship between Jeremy and the children. Tony saw Jeremy provide care for W.Y., change W.Y.'s diaper and feed him. Tony asserted Jeremy placed the children's needs over his own. Tony had not heard Jeremy raise his voice or observed him to be physically or verbally aggressive.

¶ 37 Heather Valinevicius, Jeremy's sister, testified she saw Jeremy approximately two times a week over the last two years. Prior to that time, Heather was not in contact with Jeremy and his family. Heather observed a loving relationship between Jeremy and W.Y. When visiting with Jeremy and his family, Heather observed Jeremy primarily caring for W.Y. Jeremy would feed W.Y. first, allowing Amanda to also eat at that time. Heather had not observed Jeremy arguing or responding aggressively.

¶ 38 Jessie Millage and Melissa Schaefer, both employees of Yost Management Services, attended staff meetings at the marital home, during which time W.Y. would occasionally be present. Melissa testified W.Y. would also occasionally go with Jeremy to the various managed sites. Between April and September 2017, Melissa occasionally babysat W.Y. and Jeremy would check-in on W.Y. both while he and Amanda were out and once they returned home. Jessie described Jeremy as a great father, and Mellissa described the relationship between Jeremy and W.Y. as loving and happy.

¶ 39 Dana Falluca, Amanda's sister-in-law and W.Y.'s godmother, testified she observed Amanda and her family frequently over the past two years. Dana characterized Jeremy as an "adequate father." She testified Jeremy "gets the basic necessities done for his children, but

I do not believe and I have not seen him go above and beyond for them.” Dana testified Jeremy “makes sure they’re fed and makes sure they’re clean, and they have a house to sleep in and a house to play in, but I do not see him playing with them and as interested in them as I have seen other parents.” She believed Jeremy did not enjoy bathing W.Y. because of W.Y.’s difficult hair. Dana acknowledged having seen Jeremy play with the children and acknowledged Amanda indicated to her Jeremy would care for A.Y. at night to allow her to get additional sleep when she was breastfeeding W.Y.

¶ 40 Jerri Pine, a close friend of Amanda and friend of Jeremy, testified she attended various events at Jeremy and Amanda’s home. Jerri saw Jeremy interact with W.Y. during those events.

¶ 41 Avery Macphee-Drake, a close friend of Amanda and friend of Jeremy, testified Jeremy became less involved with caring for the children after he decided to run for political office. Avery acknowledged seeing Jeremy take the baby monitor when she was visiting with Amanda.

¶ 42 Jennifer Falluca, Amanda’s mother, testified she and her husband often visited Amanda and her family and Amanda and her family often travelled to Mount Prospect to visit them. Jennifer testified Jeremy would join in the visits to Mount Prospect approximately one-third of the time Amanda and the children visited. During the visits to Mount Prospect, Jennifer observed Jeremy was often working on his computer or attending meetings. When Jennifer and her husband visited Amanda and her family, Jennifer observed Jeremy spent a lot of his time in his office. Jennifer observed Jeremy teach W.Y. how to wrestle and turn on wrestling on the television for the two of them to watch. Jennifer believed W.Y. did not enjoy wrestling. Jennifer

observed Jeremy brush W.Y.'s hair, which she described as "excruciating" to watch because he was too rough and W.Y. would cry. Jennifer observed Jeremy discipline the children. On an occasion when W.Y. was trying to get down from a booth, Jennifer observed Jeremy "yank[] him up by his arm" as a form of discipline. Jennifer also observed Jeremy use physical restraint as a form of discipline with A.Y. as well as "silently screaming" and "pointing his finger" at her.

¶ 43 Natica Wilson, a friend of both Amanda and Jeremy, testified she saw Jeremy, Amanda, and the children "very often" over the past two years. Natica and her daughter would have play dates with Amanda, W.Y., and A.Y. on a weekly basis, going to places such as the zoo. Amanda and Natica also attended different mom-groups together. Natica testified these activities usually occurred during typical business hours. When Natica was at the marital home during the week, Jeremy visited during the lunch hour. Natica vacationed with Jeremy, Amanda, and the children in the summer of 2015. During that vacation, Natica observed Jeremy and Amanda alternately caring for the children.

¶ 44 Amanda testified she had a loving relationship with both W.Y. and A.Y. Amanda testified she was the primary caregiver in the 24 months prior to her and Jeremy's separation. During that time, Amanda testified she primarily bathed W.Y., put lotion on him, brushed his hair, cut his nails, and changed his diapers.

¶ 45 Jeremy testified he had no concerns with Amanda's parenting skills and believed Amanda was a "good mother." He observed Amanda redirect the children for disciplinary purposes, which occasionally made them cry.

¶ 46 Jessica testified she was comfortable with Amanda caring for A.Y. Amanda primarily cared for A.Y. when Jeremy was working. Jessica agreed to allow Amanda additional

time with A.Y. for a “[m]ommy and me kind of a class.”

¶ 47 Dana testified she observed Amanda to be a “hands on” parent and the children usually gravitated more towards her. Dana believed Amanda was the primary caregiver for the children prior to the separation. Dana testified W.Y. would primarily call out for Amanda when he had an accident and Amanda would come to his care.

¶ 48 Natica believed Amanda was the primary caregiver for the children over the past two years. She testified she never heard Amanda speak negatively about Jeremy in W.Y.’s presence.

¶ 49 Avery described Amanda as a “learn together” parent. She testified W.Y. gravitated to Amanda if he was hurt or needed something. Avery had not heard Amanda speak negatively about Jeremy or his family in W.Y.’s presence.

¶ 50 Jennifer described Amanda as a caring and interactive mother. Amanda bathed W.Y. and brushed his hair and teeth. Jennifer had not heard Amanda make disparaging comments about Jeremy or his family. Jennifer believed Amanda was the primary caregiver over the past two years. Jennifer testified Amanda did not force A.Y. to call her “mommy.” Rather, Jennifer testified she suggested A.Y. do so.

¶ 51 Tony testified Amanda and W.Y. have a good relationship. Tony testified Amanda would eat, text, and drink, while Jeremy provided care for the children. He also observed, on more than one occasion, A.Y. would be in trouble with Amanda if she did not call her “[m]ommy.”

¶ 52 Heather testified Amanda spent a lot of time on her phone and drinking wine when Jeremy was caring for the children.

¶ 53 In summer 2017, Amanda began assisting Jeremy with various employment matters as well as his political campaign. Jeremy and Amanda agreed to enroll W.Y. in preschool. W.Y. attended preschool at the Immanuel Lutheran Early Childhood Center (Immanuel Lutheran) half days on Tuesdays and Thursdays from approximately 7:30 a.m. to 12 p.m. Both Mike Honemann, the director of Immanuel Lutheran, and Jeanna Biggs, W.Y.'s teacher, testified to seeing both Jeremy and Amanda pick up W.Y. from school. Biggs testified W.Y. was always happy to see Jeremy and Amanda during pick-ups. Jeremy testified he also participated in taking W.Y. to school.

¶ 54 In September 2017, Jeremy and Amanda's relationship reached an ending point. On Thursday, September 7, 2017, an incident occurred between Jeremy and Amanda at Cougill Apartments, a property Jeremy managed through his employment. That day, Amanda was working at Cougill Apartments.

¶ 55 Amanda described the September 7, 2017, incident as follows. Around 11 a.m., Jeremy called Amanda and repeatedly told her to “ ‘[g]et your fucking ass back here’ ” and told her he knew what she was doing. Amanda told Jeremy she was busy and had to pick up W.Y. from school. When preparing to leave Cougill Apartments, Amanda observed Jeremy in his vehicle driving towards her. Jeremy parked his vehicle preventing Amanda from moving her vehicle. Jeremy began repeatedly screaming for her to “ ‘get the fuck in the car,’ ”. Amanda refused. After Amanda persuaded Jeremy to calm down, she entered his vehicle with him. Once in Jeremy's vehicle, Jeremy began screaming, “ ‘I know what you're doing,’ ” and he indicated he accessed her social media accounts without her permission. Jeremy demanded Amanda give him her cell phone, which Amanda refused to do. Jeremy grabbed for Amanda's cell phone.

After Amanda tried to grab for her cell phone, Jeremy “shoved” her and she began to cry. Amanda eventually obtained her cell phone and exited Jeremy’s vehicle. Amanda walked from the passenger side of Jeremy’s vehicle to its driver’s side to get to her vehicle. By the time she reached the driver’s side of Jeremy’s vehicle, Jeremy had exited his vehicle and Jeremy grabbed Amanda by the wrist, threw her into the front seat of his vehicle, and screamed “ ‘I know what the fuck you’re doing.’ ” Amanda broke from Jeremy’s grasp and ran to the Cougill Apartments maintenance room. Jeremy followed her into the maintenance room and grabbed her by her forearms. Amanda again broke from Jeremy’s grasp. Amanda realized she had a “scrape” on her arm where she was grabbed. The Cougill Apartments officer manager walked into the maintenance room and asked if everything was okay. Amanda was crying and stated to Jeremy, “ ‘You put your hands on me again,’ ” to which Jeremy responded, “ ‘I would never lay a hand on you, sweetheart, you did that to yourself.’ ” Jeremy told the officer manager everything was fine and the office manager left. After Amanda threatened to call the police Jeremy left.

¶ 56 Amanda testified she was “hysterical” after the incident and went to Avery’s home. Amanda later learned Jeremy picked up W.Y. from school. That evening, Amanda returned to the marital home and she and Jeremy agreed she and W.Y. would go out of town that weekend. Amanda did not stay at the marital home that evening as she was concerned another confrontation might occur. Amanda left W.Y. in Jeremy’s care for the night. Amanda did not express affection to Jeremy prior to leaving. After picking up W.Y. the next day, Amanda did not return to the marital home until September 13, 2017.

¶ 57 Jeremy described the September 7, 2017, incident as follows. That morning, Jeremy observed search history on W.Y.’s iPad suggesting Amanda was going to leave him.

Wanting to speak with Amanda about what he observed, Jeremy went to Cougill Apartments. While there, Jeremy raised his voice with Amanda but asserted he did not yell profanities. At one point, he “reached directly and took [Amanda’s] cell phone.” Amanda then “jerked her arm back, and bumped her arm on the jeep.” Jeremy asserted he did not place his hands on Amanda or push her into the front seat of his vehicle. Jeremy acknowledged he said “I would never hurt you[,] sweetheart, you did that to yourself.” Jeremy asserted he made that statement in reference to Amanda bumping her arm on his vehicle. Jeremy left after Amanda threatened to call the police. Later that evening, Amanda kissed him and told him she loved him. That weekend, while Amanda was away from the home with W.Y., Jeremy and Amanda continued to communicate with each other.

¶ 58 Avery testified, on September 7, 2017, at approximately 11:30 a.m., Amanda visited her at her place of employment. Avery described Amanda as “shaking,” “crying,” and “upset.” Avery also observed a scratch on Amanda’s arm.

¶ 59 On September 12, 2017, Patrick Hood, a friend of Jeremy, testified Jeremy contacted him and indicated he and Amanda were having marital difficulties and Amanda was not staying at the marital home. Patrick went to stay with Jeremy because he could tell Jeremy “was a little shaken up with what was going on.” Patrick stayed with Jeremy from September 12 through September 14.

¶ 60 On September 13, 2017, Patrick overheard a telephone conversation between Jeremy and Amanda. Patrick testified Amanda indicated she was going to be returning to the marital home. Patrick heard no yelling or swearing during the conversation. At approximately 10 p.m. that evening, Amanda appeared at the marital home with a police officer, Officer Robert

Hale. W.Y. was not with Amanda. Jeremy and Patrick were present when Amanda and Officer Hale arrived. Officer Hale testified he went with Amanda to the marital home to oversee a “property exchange.” Amanda stated to him she was in the process of separating from Jeremy and believed it was “unsafe” to go to the marital home without police assistance.

¶ 61 During the property exchange, Jeremy pleaded for Amanda to stay and work on the marriage, but Amanda indicated she was leaving him. Patrick testified Jeremy was “cordial.” Both Officer Hale and Patrick testified Jeremy allowed Amanda to remove any belongings she desired from the marital home. Officer Hale described the interaction as “more passive” or “[m]aybe passive/aggressive [rather] than directly hostile towards one another or physically violent.”

¶ 62 Officer Hale testified Amanda stated “something to the effect *** that [Jeremy] had previously laid hands on her” during the property exchange. Amanda testified Jeremy did not deny his conduct when she made the statement. Officer Hale spoke with Amanda about the statement, and Amanda described the September 7, 2017, incident to him. Amanda told Officer Hale she sustained injuries from the incident but the injuries were no longer visible. Amanda indicated she had pictures of the injuries and she would send them later. Amanda also indicated similar incidents had previously occurred she had not reported.

¶ 63 Following the property exchange, Amanda stated she would return the next day at approximately 9 a.m. for additional belongings.

¶ 64 After Amanda left that evening, Officer Hale spoke with Jeremy about Amanda’s statement and explanation. Jeremy acknowledged the September 7, 2017, incident involved an argument and him trying to take away Amanda’s cell phone. He indicated the act of him trying to

take away Amanda's cell phone caused her to "bump[] off" a vehicle. Jeremy denied any physical contact with Amanda.

¶ 65 Officer Hale had two follow-ups with Amanda and then completed a report. On September 21, 2017, Officer Hale received from Amanda photographs of her alleged injuries. Officer Hale described the photographs as showing "a slight skin abrasion" on Amanda's right forearm and a "slight red mark" on her other forearm. After supplementing his report, Officer Hale sent it to the State's Attorney's office for review.

¶ 66 Amanda testified she did not report the September 7, 2017, incident to the police prior to September 13, 2017, because she was afraid she was not going to be believed as Jeremy had "a lot of connections" and continued to deny anything happened. Amanda assumed it "was just his word against mine."

¶ 67 On September 14, 2017, at approximately 7 a.m., Jeremy requested a police officer conduct a "wellness check" at the home where Amanda was staying. Jeremy testified he also asked the officer to tell Amanda to "come home." Jeremy acknowledged he requested the wellness check even though Amanda indicated she would not return to the marital home until 9 a.m. that day.

¶ 68 After being contacted by a police officer at 7:45 a.m., Amanda elected not to return to the marital home at 9 a.m. as planned. Amanda filed a *pro se* petition for an order of protection against Jeremy based on the events occurring on September 7, 2017.

¶ 69 Jeremy testified, after learning Amanda had made false allegations in support of a petition for an order of protection against him, he disabled the electronic access to the marital home in an attempt to protect himself.

¶ 70 Amanda testified she returned to the marital home that afternoon but was unable to enter as the electronic access was disabled. Amanda contacted Jeremy concerning access to the marital home. Jeremy acknowledged receiving the message but elected not to respond based on the seriousness of the allegations against him in her petition for an order of protection.

¶ 71 Jeremy and Heather drove to Mount Prospect to pick up W.Y. from Amanda's parents. Jeremy described the pick up as "cordial as it could be for the circumstances of the separation." Heather described the pick up as "pleasant."

¶ 72 On September 15, 2017, Amanda filed a second petition for an order of protection against Jeremy due to his refusal to allow her to enter the marital home or respond to her text message concerning access. Amanda believed Jeremy's conduct demonstrated his intent to keep her out of the marital home and her son away from her.

¶ 73 Between September 14 and September 20, 2017, W.Y. stayed with Jeremy. Based on an agreement between the parties, Amanda spent two hours with W.Y. on his birthday. From September 20 to approximately September 26, W.Y. stayed with Amanda. On September 28, the trial court entered a temporary order providing for equal parenting time and joint decision-making responsibilities based on an agreement of the parties.

¶ 74 Following the parties separation, Jeremy maintained his employment but suspended his political campaign. Jeremy testified a typical work day largely mirrored a work day prior to the separation. Jeremy flexed his work schedule to spend additional time with W.Y. on the days he had parenting time. Amanda testified she had not applied for employment since the separation. She did, however, work an eight-hour shift as an "extra" on the Chicago Med television show.

¶ 75 Amanda and W.Y. lived with Avery for approximately five weeks after the separation. Avery testified she was present for a few parenting time exchanges during that period. Avery noticed W.Y. was upset when he left Amanda's care and excited when he returned to her. On one occasion, Avery observed Heather pry W.Y. from Amanda. Avery testified Amanda was encouraging to W.Y. during the exchanges and never disparaged Jeremy in front of W.Y. Jeremy disagreed with Avery's characterization of the exchanges and testified W.Y. was excited for him to arrive for parenting time. Jeremy testified W.Y. was also happy to see Amanda but sometimes was nervous and required pep talks.

¶ 76 In the immediate months following the entry of the temporary order, the parties' co-parenting relationship was volatile. W.Y.'s teacher and the school director testified Amanda inquired into restricting Jeremy's ability to pick up W.Y. from school. Jeremy testified Amanda commonly made various inquiries of him to which he would not respond. Jeremy testified he provided Amanda only with the information he believed concerned W.Y. and W.Y.'s best interests.

¶ 77 Amanda testified she notified Jeremy of W.Y.'s school absences during her parenting time. Amanda testified Jeremy "acted as if he didn't need to know" the first time she advised him of W.Y.'s absence, indicating, " '[I]t's your day, so you make the decision.' " Amanda testified Jeremy did not inform her of W.Y.'s school absences during his parenting time. The parties stipulated the temporary order did not require notification concerning school absences.

¶ 78 Amanda testified Jeremy sent items to Amanda belonging to A.Y. After Amanda told Jeremy the items belonged to A.Y., Amanda testified Jeremy accused her of harassing him.

Jeremy acknowledged he mistakenly gave Amanda items belonging to A.Y. Amanda requested to go to the marital home to retrieve additional items, but Jeremy denied her request. Jeremy did, however, comply with the court order requiring him to obtain a U-Haul vehicle and allow Amanda to remove additional items from the marital home.

¶ 79 Amanda was concerned with Jeremy's ability to co-parent, make health care decisions and provide for W.Y.'s personal care based on a series of incidents in the fall of 2017. Amanda testified Jeremy posted a picture on Instagram showing he and W.Y. outside for a "scarecrow event." Amanda testified she could tell W.Y. had been coughing and not feeling well when she picked him up later that evening. The next day, W.Y. went to the doctor and was diagnosed with a double ear infection and inflammation of the lungs and treated with antibiotics and steroids. Both Jeremy and Amanda were present for W.Y.'s doctor appointment. Amanda described the appointment as "very frustrating." The steroid was required to be refrigerated and administered twice a day. During a later parenting time exchange, Amanda asked Jeremy when W.Y. had his steroid, and Jeremy indicated at 4 p.m. Amanda responded by indicating W.Y. should have then received his first dose at 4 a.m. and asked Jeremy to clarify, to which Jeremy accused her of harassing him. Jeremy testified he properly stored and administered W.Y.'s medicine.

¶ 80 In the fall of 2017, Amanda complained about W.Y.'s tangled hair, fingernails being cut too short, W.Y.'s dry skin, and diaper rash after parenting time exchanges. Jeremy contended tangled hair, dry skin and diaper rash were sometimes noticeable when Amanda brought W.Y. to exchanges. He denied cutting W.Y.'s nails too short.

¶ 81 Amanda expressed concern with Jeremy's ability to provide for W.Y.'s

educational needs based on Jeremy's alleged unilateral decisions to enroll W.Y. in a different school for fall 2018 and to place Heather as an authorized person for school pick-ups. Amanda learned Jeremy enrolled W.Y. at "St. Johns" without her approval. Amanda acknowledged, on February 11, 2018, she exchanged communications with Jeremy about changing schools for W.Y. Amanda testified she told Jeremy to process the application for St. Johns to see if W.Y. would get accepted and they could discuss it further. She acknowledged, on February 13, 2018, Jeremy informed her W.Y. had been accepted, two slots were available, and he had to let the school know of their decision by the next day. At 7:49 p.m. that evening, Amanda told Jeremy she would like W.Y. to attend school from 8 a.m. to 11 a.m. on Tuesdays and Thursdays. Amanda testified she later learned Jeremy enrolled W.Y. at St. Johns to attend school Monday through Friday.

¶ 82 Jeremy testified he and Amanda went back and forth about whether to enroll W.Y. in a different school. Amanda desired to have W.Y. go to St. Johns because he could attend the school through the eighth grade. Jeremy desired to have W.Y. stay in his "comfort zone." Jeremy eventually agreed with Amanda for W.Y. to go to St. Johns for consistency reasons. He then completed the St. Johns application at Amanda's request on February 12, 2018. When completing the application, Jeremy selected Monday through Friday and placed stars for Tuesdays and Thursdays as he and Amanda had not discussed the specific days for W.Y. to attend. On February 13, 2018, Amanda informed him she preferred Tuesday and Thursdays. Jeremy then informed the school he preferred Tuesdays and Thursdays.

¶ 83 Amanda learned Jeremy had unilaterally added Heather as an authorized person for school pick-ups, which "[a]bsolutely" concerned her. She and Jeremy mutually decided prior

to their separation they did not feel comfortable with Heather picking up W.Y. from school due to her erratic behavior and prior acts of violence. Avery and Jennifer also testified to Jeremy expressing concern with Heather's mental stability. Amanda described various alleged incidents of Heather's erratic behavior, which included physical violence and alcohol abuse. The alleged events occurred prior to W.Y.'s birth. Amanda acknowledged, after a period of not speaking with Heather or her family, she and Jeremy reengaged with Heather and her family after W.Y.'s birth.

¶ 84 Jeremy acknowledged he unilaterally decided to add Heather as an authorized person to pick up W.Y. from school. Jeremy testified Heather was not an authorized pick up person prior to the separation at Amanda's request because of a confrontation that occurred at Amanda's engagement party. Jeremy testified Heather had since apologized for the confrontation on numerous occasions, the relationship between the families was renewed after W.Y.'s birth, and his relationship with Heather continued to improve with time. Jeremy believed W.Y. would be safe in Heather's care.

¶ 85 Amanda expressed concern with Jeremy's alleged refusal of the trial court's orders due to his alleged refusal to continue court-ordered payments for her health insurance. In June 2017, Jeremy received a letter indicating the family health insurance policy would be terminating on December 31, 2017. The letter was sent to the marital home. Following a November 6, 2017, hearing, the trial court entered an agreed order for additional temporary relief, which, in part, ordered Jeremy to continue to make health insurance payments for Amanda.

¶ 86 Amanda testified, in early January, she discovered she had no health insurance when she went to fill a prescription. She texted Jeremy but received no response. Amanda later

learned her health insurance had expired. Jeremy did not tell Amanda he was not renewing her health insurance. As a result, Amanda testified she had to pay for a prescription out-of-pocket and “a bill from Sarah Bush for [\$3500].”

¶ 87 Jeremy testified he continued to make health insurance payments for Amanda through December 31, 2017. Jeremy obtained a new insurance policy, which did not include coverage for Amanda. Jeremy testified he did not inform Amanda of the termination of the family policy because he “was under the impression she knew the insurance was expiring” as the termination letter was sent to the marital home and they previously discussed it. Jeremy testified he believed he complied, as he did with the other requirements of the court’s order for additional temporary relief, with the requirement for him to continue to make health insurance payments for Amanda. Jeremy acknowledged not responding to Amanda’s January 5, 2018, request for him to put her back on his health insurance.

¶ 88 Amanda expressed concern over alleged incidents of alcohol abuse. Dana testified to a summer 2017 incident where Jeremy drank in excess and then passed out in the marital home while the children were present. Avery and Natica testified to a January 2015 incident where Jeremy drank in excess on a vacation and then left to get a tattoo, leaving the children in Amanda’s care. Amanda testified to an incident where Jeremy drank in excess on a date and then passed out before he gave the babysitter a check for her services. Amanda testified to another incident where Jeremy drank in excess on a date and then gave the babysitter only \$5 for her services. Avery described an incident where Jeremy drank in excess at a party and then made Amanda and then six-month-old W.Y. get in the car for him to drive them home. Avery described an incident where Jeremy, after consuming alcohol, brought a gun from his bedroom to

show to individuals at a get-together at his home who he did not invite and then the gun fell out of his pocket and onto the floor.

¶ 89 Jeremy testified the incident described by Avery involving a gun was false. Tony testified Jeremy would drink “[m]aybe once [*sic*] glass” of an alcoholic beverage when they were together and he was caring for W.Y. Jerri testified she attended various events where Jeremy drank alcoholic beverages but she did not have any concerns with his alcohol consumption.

¶ 90 Amanda expressed concern over Jeremy’s alleged absence of gun safety measures. Amanda testified Jeremy kept a gun either strapped to him or on the nightstand, not in a safe. Amanda testified Jeremy also kept the gun loaded and bullets in an unlocked nightstand. Amanda expressed safety concerns to Jeremy, to which Jeremy indicated W.Y. would not be strong enough to shoot the gun. Jeremy testified he had a concealed carry permit and he kept the gun and the bullets in a safe.

¶ 91 Amanda expressed concern over alleged prior incidents of domestic abuse against her and inappropriate behavior. Amanda described a fall 2016 incident where Jeremy, with W.Y. in a nearby room, “grabbed me and pushed me up against the wall and screamed at me that I couldn’t survive without him, telling me all of the things that he’s bought for me, how I wouldn’t have anything without him, and for that reason, I should let him do whatever he wants to do.” Amanda described an incident when W.Y. was approximately four months old when Jeremy grabbed W.Y. and would not let Amanda have him after an argument. Amanda described an incident prior to W.Y.’s birth where Jeremy “grabbed me and threw me on the ground on the floor and was screaming at me.” Amanda described an incident where W.Y. expressed affection to another man but not to Jeremy, which caused Jeremy to respond to W.Y. by stating, “ ‘Oh, I

get it. So you'll say it to some fucking bearded low-life hillbilly, but you won't say it to me.' ”

Jeremy testified the prior incidents of domestic abuse and inappropriate behavior described by Amanda were not true and he never placed his hands on Amanda.

¶ 92 Since mid-November, Jeremy and Amanda have communicated on almost a daily basis concerning W.Y.'s care. Jeremy testified, while co-parenting was difficult after the separation, it improved with time. Amanda testified the previously ordered and agreed to temporary joint decision making was “very frustrating” and “not working well at all.”

¶ 93 Jeremy testified parenting time exchanges improved and went smoothly without the need of a third party. Amanda acknowledged she and Jeremy had agreed to changes in parenting time following the temporary order without court assistance.

¶ 94 Jeremy and Amanda communicated concerning W.Y.'s doctor's appointments and medical needs. In October 2017, Jeremy and Amanda attended W.Y.'s dentist appointment. Jeremy testified he and Amanda sat next to each other and talked in the waiting room and then both went into the exam room together. Amanda sat in the exam chair with W.Y. on her lap. Jeremy took pictures and sent them to Amanda.

¶ 95 Jeremy and Amanda supported W.Y.'s relationship with each parent. Amanda took W.Y. to buy Jeremy a Christmas present. Jeremy told W.Y. he had two homes, one with his mother and one with his father. W.Y.'s teacher testified she observed both Amanda and Jeremy attend a 2017 holiday program at Immanuel Lutheran.

¶ 96 Both W.Y.'s teacher and the school director saw no negative changes in W.Y. between August 2017 and January 2018. They described W.Y. as happy. W.Y.'s teacher testified she did not observe any noticeable difference when W.Y. stayed with Amanda or Jeremy. Both

Jeremy and Heather testified they had not seen any negative changes in W.Y.'s behavior since the separation.

¶ 97 Both Amanda and Jeremy requested primary decision-making responsibilities and the majority of parenting time.

¶ 98 Jeremy had business interests in multiple entities, including Yost Consulting and Development, LLC; GYF, Inc.; Madison Village; and Abbott Acres. Any profit from those entities flowed to Yost Enterprises, LLC. Jeremy's salary through Yost Enterprises, LLC, and Yost Management Services varied each year depending on the various businesses' productivity. In 2017, Jeremy made \$176,708.

¶ 99 Amanda testified she wanted to be a full-time, stay-at-home mother to W.Y. In June 2016, Amanda was eligible to receive \$28.50 an hour as a part-time nurse. Amanda asserted she was qualified to supervise employees, as she had done for Yost Management Services prior to the separation. Amanda also sold consumer items during their marriage, such as weight loss products and jewelry.

¶ 100 N. Trial Court's Judgment

¶ 101 Following the five-day trial, the trial court entered its judgment dissolving the parties' marriage and rendering decisions on related issues. The following decisions are relevant to this appeal.

¶ 102 1. *Allocation of Parental Responsibilities*

¶ 103 Prior to rendering its decision on the allocation of parental responsibilities, the trial court addressed Jeremy and Amanda as follows:

“[T]hroughout these five days you've heard some unkind things

about each of you. That's part of what happens in dissolution of marriage cases. But from my standpoint listening to the evidence and what all the witnesses have said, I find that you are both outstanding parents, much better than most of the persons who litigate parental responsibilities issues in this court. You are both outstanding. So no matter what happens today, and no matter what people have said, you are, and I certainly expect and hope that you'll continue to be."

The court then addressed and considered the statutory factors contained in sections 602.5(c) and 602.7(b) of the Illinois Marriage and Dissolution of Marriage Act (Dissolution Act) (750 ILCS 5/602.5(c), 602.7(b) (West 2016)). The court found both parties substantially participated in decision-making and care-taking responsibilities prior to their separation. In so finding, the court recognized Amanda spent additional time caring for W.Y. during late 2016 and 2017 but found that additional time was based on an agreement of the parties and required Jeremy to provide financially for the family. The court found neither party's alcohol consumption adversely affected their ability to care or make decisions for W.Y. As to the alleged incidents of physical abuse and violence, the court found the parties occasionally argued and raised their voices but no physical abuse or violence occurred. Following the separation, the court found the parties were able to largely cooperate and compromise on decision-making issues. The court noted the disagreement between the parties concerning Heather's involvement could be resolved in mediation. The court found the evidence critical of Jeremy's care for W.Y. in the months following the separation, even if it were to be believed, to be minimal and demonstrated issues

that could be remedied in the future. The court found equal parenting time as provided in the agreed temporary order was working and would continue to work with the parties' flexible schedules. The court found the parties encouraged a close relationship between W.Y. and each parent, and W.Y. had a good relationship with each parent and their respective families. Based on its review, the court found it to be in W.Y.'s best interests to award joint decision-making responsibilities and equal parenting time.

¶ 104 *2. Petitions for Order of Protection*

¶ 105 The trial court found Amanda failed to meet her burden on her petitions for an order of protection against Jeremy. With respect to the September 14, 2017, petition, the court found Amanda failed to establish abuse occurred based on (1) the delay in reporting the September 7, 2017, incident; (2) the absence of evidence showing Jeremy used reckless physical force to confine or restrain; (3) her motivation as testified to when discussing the September 15, 2017, petition indicating she thought an order of protection would allow her to get W.Y.; and (4) the discrepancies in the various testimonies. With respect to the September 15, 2017, petition, the court found Amanda failed to allege or establish any abuse occurred.

¶ 106 *3. Petition for an Adjudication of Indirect Civil Contempt for
Jeremy's Failure to Pay for Amanda's Health Insurance*

¶ 107 As to Amanda's petition for an adjudication of indirect civil contempt, the trial court found Jeremy's act of not providing health insurance after December 31, 2017, and his failure to advise Amanda that she no longer had coverage was willful and contumacious. The court found it was unable to award Amanda any relief however because she failed to prove "any loss from the lapse in coverage." The court noted Amanda testified to an expense with "Sarah

Bush” but did not provide any proof of the amount of the expense or the date on which the expense was incurred. The court also noted Jeremy was required, as part of its judgment, to pay a portion of Amanda’s attorneys fees. The court found “it was unnecessary to coerce any other remedial actions by a finding of indirect civil contempt.” The court denied Amanda’s petition.

¶ 108

4. *Maintenance*

¶ 109

In deciding whether to award maintenance, the trial court considered the statutory factors contained in section 504(a) of the Dissolution Act (750 ILCS 5/504(a) (West 2016)). The court noted the parties separated after four and half years of marriage. With respect to Amanda, the court noted she was 31 years old, in good health, and had a nursing degree. The court also noted she was employed as a registered nurse during part of the marriage, she was eligible for compensation at the rate of \$28.50 per hour when she voluntarily terminated her employment, and she sold jewelry during the marriage. The court found Amanda elected to not hold employment since the separation and faced no impairment in her present and future earning capacity. With respect to Jeremy, the court noted, while he made \$176,708 in 2017 and had a “sound” earning capacity, he would be assuming a considerable portion of the parties’ financial obligations and be required to make two substantial payments to Amanda to equalize the equity in the marital property. Finally, the court noted Amanda had received temporary maintenance in the amount of \$3,600 per month since November 2017. Based on this evidence, the court found a maintenance award was not appropriate.

¶ 110

5. *Division of Marital Property*

¶ 111

In dividing the marital property, the trial court considered the statutory factors contained in section 503(d) of the Dissolution Act (750 ILCS 5/503(d) (West 2016)). The court

found an equal division of the marital property was appropriate. The court summarized the parties' marital assets and debts. In part, the court awarded to Jeremy, as agreed by the parties, the real property and any business interests in real property as well as the debts in the real property and business interests. The court then ordered Jeremy to give to Amanda a \$152,954 equalization payment, which, in part, served to offset any current, unrealized gains in the real property and business interests. The court ordered Jeremy to pay Amanda \$68,325 of the \$152,954 on or before May 1, 2018, interest-free, and then pay the remaining balance on or before November 1, 2018, with interest accruing at a rate of 9% per annum from May 1, 2018.

¶ 112 This appeal followed.

¶ 113 II. ANALYSIS

¶ 114 On appeal, Amanda argues the trial court erred by (1) awarding joint decision-making responsibilities and equal parenting time, (2) denying her petitions for an order of protection against Jeremy, (3) denying her petition to hold Jeremy in indirect civil contempt for failing to pay for her health insurance, (4) denying her a maintenance award, and (5) equally dividing the equity in the marital property.

¶ 115 A. Allocation of Joint Decision-Making Responsibilities and Equal Parenting Time

¶ 116 Amanda argues the trial court erred by awarding joint decision-making responsibilities and equal parenting time. Jeremy disagrees.

¶ 117 Section 602.5(a) of the Dissolution Act (750 ILCS 5/602.5(a) (West 2016)) provides the trial "court shall allocate decision-making responsibilities according to the child's best interests." Section 602.5(c) sets forth various factors the court is to consider when

determining a child's best interests for purposes of allocating decision-making responsibilities. *Id.* § 602.5(c). Those factors include, *inter alia*, the parents past participation in significant decision-making; the occurrence of abuse against any member of the child's household; any prior agreements or course of conduct between the parents relating to decision-making; the ability of the parents to cooperate to make decisions; and the willingness and ability of each parent to facilitate and encourage a close and continuing relationship between the other parent and the child. *Id.*

¶ 118 Section 602.7(a) of the Dissolution Act (750 ILCS 5/602.7(a) (West 2016)) provides the trial "court shall allocate parenting time according to the child's best interests." Section 602.7(b) sets forth various factors the court is to consider when determining a child's best interests for purposes of allocating parenting time. *Id.* § 602.7(b). Those factors include, *inter alia*, the amount of time each parent spent performing caretaking functions in the 24 months preceding the request to allocate parental responsibilities; the interaction and interrelationship between the child, his or her parents, and others who may significantly affect the child's best interest; the child's needs; the willingness and ability of each parent to place the needs of the child above his or her own needs; the willingness and ability of each parent to facilitate and encourage a close and continuing relationship between the other parent and the child; and the occurrence of abuse against any member of the child's household. *Id.*

¶ 119 Amanda does not dispute the trial court considered the relevant statutory factors when considering an allocation of decision-making responsibilities and parenting time. Instead, Amanda argues the court's decisions to allocate joint decision-making responsibilities and equal parenting time were against the manifest weight of the evidence. That is, Amanda contends the

evidence demonstrated joint-decision making responsibilities and equal parenting time were not in W.Y.'s best interests. A court's allocation of decision-making responsibilities or parenting time based on a child's best interests will be found to be against the manifest weight of the evidence only "if an opposite conclusion is apparent or if the findings appear to be unreasonable, arbitrary, or not based upon the evidence." *In re A.S.*, 394 Ill. App. 3d 204, 214, 916 N.E.2d 123, 132 (2009); see also *Young v. Herman*, 2018 IL App (4th) 170001, ¶ 64, 92 N.E.3d 1070. This court affords "great deference to the trial court's best-interests findings because that court had a better position than we do to observe the temperaments and personalities of the parties and assess the credibility of witnesses." (Internal quotation marks omitted.) *In re B.B.*, 2011 IL App (4th) 110521, ¶ 32, 960 N.E.2d 646.

¶ 120 In support of her arguments, Amanda cites to testimony indicating (1) she was the primary caregiver for W.Y. prior to the parties' separation, (2) W.Y. gravitated towards her rather than Jeremy, (3) Jeremy rarely interacted with W.Y. during the marriage; (4) Jeremy lacked adequate parenting skills, and (5) Jeremy did not safely store his gun in the marital home. This testimony directly conflicted with other testimony. Given the conflicting testimony, we will not substitute our judgment for that of the trial court, which was in a better position to observe and assess the credibility of witnesses. Amanda also cites to her testimony indicating Jeremy had a history of abusive behavior. Again, Jeremy testified refuting the allegations of abuse. After its review, the court found no abuse occurred. Given the conflicting testimony, we will not substitute our judgment for that of the trial court. Finally, Amanda points to the testimony indicating Jeremy made significant unilateral decisions concerning W.Y. and failed to respond, or at least failed to respond effectively, to her inquiries after their separation. While the court

heard evidence showing the parties struggled communicating immediately following the separation, the court also heard evidence showing later improvement in that communication in an effort to serve W.Y.'s best interest. We find the trial court's decisions to allocate joint decision-making responsibilities and equal parenting time were not against the manifest weight of the evidence.

¶ 121 B. Denial of Amanda's Petitions for an Order of Protection

¶ 122 Amanda argues the trial court erred by denying her petitions for an order of protection. Jeremy disagrees.

¶ 123 "In any proceeding to obtain an order of protection, the central inquiry is whether the petitioner has been abused." *Best v. Best*, 223 Ill. 2d 342, 348, 860 N.E.2d 240, 244 (2006); see also 750 ILCS 60/214 (West 2016). Whether abuse occurred is an issue of fact that must be proved by a preponderance of the evidence. *Best*, 223 Ill. 2d at 348.

¶ 124 Amanda argues the trial court's findings that no abuse occurred were against the manifest weight of the evidence. A court's finding of abuse, or lack thereof, will be found to be against the manifest weight of the evidence only "if the opposite conclusion is clearly evident or if the finding itself is unreasonable, arbitrary, or not based on the evidence presented." *Id.* at 350. Under the manifest weight of the evidence standard, "we give deference to the trial court as the finder of fact because it is in the best position to observe the conduct and demeanor of the parties and witnesses." *Id.*

¶ 125 In support of her arguments, Amanda cites to the fact (1) Jeremy admitted he grabbed her cell phone, (2) Officer Hale described injuries to her forearms consistent with her allegations of abuse, and (3) Jeremy refused to allow her to see W.Y. in the days following the

filing of her first petition for an order of protection. While it is undisputed Jeremy grabbed Amanda's cell phone and Officer Hale described "a light skin abrasion" and "slight red mark" to Amanda's forearms based on photographs he later observed, the trial court heard conflicting testimony as to how Amanda sustained her injuries. Given the conflicting testimony, we will not substitute our judgment for that of the trial court, which was in a better position to observe and assess the credibility of witnesses. Amanda also fails to provide any authority suggesting a parent's refusal to allow the other parent to see their child qualifies as abuse. See *Radke ex rel. Radke v. Radke*, 349 Ill. App. 3d 264, 269, 812 N.E.2d 9, 13 (2004) ("Obtaining an order of protection is not the proper procedure for resolving child custody or visitation issues."). We find the trial court's findings of no abuse for purposes of an order of protection were not against the manifest weight of the evidence.

¶ 126 C. Denial of Amanda's Request to Hold Jeremy in Indirect Civil Contempt

¶ 127 Amanda argues the trial court erred by denying her petition to hold Jeremy in indirect civil contempt for failing to pay for her health insurance. Jeremy disagrees.

¶ 128 Indirect civil contempt generally occurs where a party fails to do something ordered by the trial court outside the court's presence, "resulting in the loss of a benefit or advantage to the opposing party." *In re Marriage of Charous*, 368 Ill. App. 3d 99, 107, 855 N.E.2d 953, 961 (2006). "A finding of civil contempt is not proper unless the means to purge the alleged contempt is within the power of the contemnor." *In re Marriage of Berto*, 344 Ill. App. 3d 705, 712-13, 800 N.E.2d 550, 556 (2003).

¶ 129 Amanda argues the trial court's decision to deny her petition to hold Jeremy in indirect civil contempt was against the manifest weight of the evidence. A court's decision to

grant or deny a petition for an adjudication of indirect civil contempt will be found to be against the manifest weight of the evidence “when the opposite conclusion is clearly evident or when the court’s findings are unreasonable, arbitrary, and not based on any of the evidence.” *In re Marriage of Benink*, 2018 IL App (2d) 170175, ¶ 43.

¶ 130 In support of her argument, Amanda dedicates a majority of her brief reciting evidence to show Jeremy’s refusal to pay for her health insurance was contumacious. The trial court agreed with Amanda on this point, finding Jeremy’s failure to provide health insurance after December 31, 2017, and his failure to advise Amanda that she was no longer had coverage was willful and contumacious. The court denied Amanda’s petition on the grounds it was unable to award any relief because Amanda failed to prove any loss from the lapse in coverage. As to the court’s finding concerning the absence of sufficient evidence of any loss, Amanda cites to her testimony indicating she (1) paid for a prescription out-of-pocket after January 1, 2018; and (2) received a \$3500 bill from Sarah Bush. The court found, and we agree, Amanda’s brief testimony concerning the \$3500 bill from Sarah Bush failed to sufficiently establish a loss based on Jeremy’s conduct. As to the prescription, Amanda did not present any evidence at trial of the cost of the prescription. We find the trial court’s finding the evidence was insufficient to support an adjudication of indirect civil contempt was not against the manifest weight of the evidence.

¶ 131 D. Denial of Amanda’s Request for a Maintenance Award

¶ 132 Amanda argues the trial court erred by denying her request for a maintenance award. Jeremy disagrees.

¶ 133 Section 504(a) of the Dissolution Act (750 ILCS 5/504(a) (West 2016)) provides, “[i]n a proceeding for dissolution of marriage ***, the [trial] court may grant a maintenance

award for either spouse in amounts and for periods of time as the court deems just.” Section 504(a) sets forth various factors for the court to consider when determining whether a maintenance award is appropriate. *Id.*

¶ 134 Amanda does not dispute the trial court considered the relevant statutory factors when considering whether a maintenance award was appropriate. Instead, Amanda argues the court’s decision to deny her request for a maintenance award was an abuse of its discretion. A court’s decision to grant or deny a request for a maintenance award will be found to be an abuse of its discretion only where “its findings are arbitrary or fanciful, or where no reasonable person would agree with its position.” (Internal citations omitted.) *In re Marriage of Brill*, 2017 IL App (2d) 160604, ¶ 26, 87 N.E.3d 302.

¶ 135 In support of her argument, Amanda asserts the trial court failed to take into proper consideration the vast difference in her and Jeremy’s ability to earn income in the future. In determining whether to issue a maintenance award, the court addressed both Amanda’s and Jeremy’s earning capacity. In addressing Jeremy’s earning capacity, the court also noted Jeremy would be assuming a considerable portion of the parties’ financial obligations and he would be required to make two substantial payments to Amanda to equalize the equity in the marital property. The court further noted Jeremy had been paying Amanda \$3600 per month in temporary maintenance since November 2017. Given the substantial financial obligations assumed by Jeremy, the equalizing payments, and the past temporary maintenance award, we find the court’s decision to deny Amanda’s request for a maintenance award was not an abuse of its discretion.

¶ 136 E. Equal Division of Equity in the Marital Property

¶ 137 Amanda argues the trial court erred by equally dividing the equity in the marital property. Jeremy disagrees.

¶ 138 Section 503(d) of the Dissolution Act (750 ILCS 5/503(d) (West 2016)) provides, “[i]n a proceeding for dissolution of marriage ***, the [trial] court shall *** divide the marital property *** in just proportions.” Section 503(d) provides various factors for the court to consider to assure a just division of marital property occurs. *Id.*

¶ 139 Amanda does not dispute the trial court considered the relevant statutory factors when considering a just division of marital property. Instead, Amanda argues the court’s equal division of the equity in the marital property was an abuse of its discretion. A court’s division of marital assets will be found to be an abuse of its discretion only where “no reasonable person would take the view adopted by the *** court.” *In re Marriage of Evanoff & Tomasek*, 2016 IL App (1st) 150017, ¶ 45, 56 N.E.3d 547.

¶ 140 After the trial court summarized the parties’ marital assets and debts, the court equally divided the equity in the marital property. In doing so, the court allocated to Jeremy marital assets with significant debt. Conversely, the court allocated to Amanda marital assets with minimal debt as well as two substantial cash equalization payments. We find the division of marital assets to be fair and equitable. The trial court did not abuse its discretion in its division of the marital property.

¶ 141 III. CONCLUSION

¶ 142 We affirm the trial court’s judgment.

¶ 143 Affirmed.