

No. 16-2270, 17-2930, 18-0353 (cons.)

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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST DISTRICT

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|-----------------------------|---|----------------------------------|
| IN RE MARRIAGE OF GALOWICH  | ) | Appeal from the Circuit Court of |
|                             | ) | Cook County                      |
| JONI SANTINI GALOWICH n/k/a | ) |                                  |
| JONI SANTINI,               | ) |                                  |
|                             | ) |                                  |
| Petitioner-Appellee,        | ) | No. 03 D 12638                   |
|                             | ) |                                  |
| v.                          | ) |                                  |
|                             | ) |                                  |
| JEFFREY GALOWICH,           | ) | Honorable Regina A.              |
|                             | ) | Scannicchio                      |
|                             | ) | Judge Presiding                  |
| Respondent-Appellant.       | ) |                                  |

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JUSTICE GRIFFIN delivered the judgment of the court.  
Justices Pierce and Walker concur in the judgment.

**ORDER**

¶ 1 *Held:* It was not reversible error for the trial court to fail to make specific findings of fact. The trial court did not commit reversible error when it deviated from the statutory maintenance guidelines. The trial court did not abuse its discretion when it only reduced respondent's maintenance obligation but refused to terminate it or reduce it further. The trial court did not abuse its discretion in setting either the amount of the maintenance award or its duration. The trial court did not commit reversible error when it awarded petitioner interim attorney fees. The amount of attorney fees the trial court awarded on an interim

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basis did not constitute an abuse of the trial court's discretion. The trial court did not commit reversible error when it ordered respondent to pay attorney fees for a discovery violation. The amount of attorney fees the trial court awarded for the discovery violation did not constitute an abuse of the trial court's discretion.

¶ 2 In 2003, petitioner Jodi Santini filed a petition to dissolve her marriage to respondent Jeffrey Galowich. Without even fleeting periods of tranquility, the parties have been quarreling over assets and support obligations ever since. The case has been before us multiple times. In the most recent appeal in which we rendered a decision, we affirmed the trial court's order rejecting respondent's bid to terminate his maintenance obligation. *In re Marriage of Galowich*, 2014 IL App (1st) 131056-U, ¶ 28 (September 30, 2014). Respondent now has three consolidated appeals that we will address herein.

¶ 3 In these consolidated appeals, respondent argues that the trial court erred when it again ordered him to continue paying maintenance, and he contends that the amount of maintenance he was ordered to pay is unreasonable. Respondent also argues that the trial court erred when it ordered him to pay interim attorney fees to petitioner, and he contends that the amount of attorney fees he was ordered to pay is unreasonable. We affirm.

¶ 4 **BACKGROUND**

¶ 5 Petitioner Joni Santini and respondent Jeffrey Galowich married in 1989. Petitioner filed for a dissolution of the marriage in 2003 and, after five years of litigation, a judgment was entered dissolving the marriage. In the judgment order dissolving the marriage, the trial court ordered respondent to pay petitioner \$10,000 a month in maintenance. In 2011, on petition from respondent, the trial judge reduced the maintenance obligation to \$7,500 per month. At the same time the trial judge reduced the maintenance obligation, she also ordered that the obligation be reviewed in four years.

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¶ 6 In 2014, respondent filed a petition to modify maintenance. That petition initiated the proceedings at issue here. In the petition, respondent argues that there have been significant expenses for the children that were not contemplated by the dissolution judgment, that his own financial circumstances have changed substantially since the court set the maintenance obligation, and that petitioner has not paid her required share of the children's expenses. Respondent contends that the current circumstances supply a basis for further reducing or terminating his maintenance obligation to petitioner.

¶ 7 The matter proceeded to a trial at which both petitioner and respondent testified. The parties testified about their personal financial circumstances, employment, and the expenses for the children. The trial court found that there was no basis for terminating the maintenance obligation altogether, but found that the parties' current circumstances supported a further reduction of respondent's maintenance obligation from \$7,500 per month to \$5,000 per month. Respondent appeals that determination.

¶ 8 After respondent took an appeal from the order adjudicating his 2014 petition to modify maintenance, petitioner petitioned the trial court for interim attorney fees to defend the appeal. The trial court awarded petitioner \$53,000 in prospective attorney fees. Respondent appealed that order. Petitioner also filed a petition for a rule to show cause against respondent based on his failure to produce a financial affidavit in the time ordered by the trial court. The trial court found that respondent's failure to timely produce the affidavit was without justification and ordered him to pay \$4,668.95. Respondent appealed from that order too, and we consolidated all three appeals in order to fully adjudicate respondent's claims in one order.

¶ 9 As to the trial court's decision to modify but not terminate the maintenance obligation,

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respondent argues that the trial court erred as a matter of law by failing to make specific findings of fact with regard to the statutory factors for setting maintenance under the Illinois Marriage and Dissolution of Marriage Act (750 ILCS 5/504(b-1, b-2) (West 2016)). Respondent also argues that the trial court erred in setting the amount of maintenance when it deviated from the statutory maintenance guidelines. Respondent maintains that the trial court's \$5000-a-month determination and its failure to terminate maintenance is "an abuse of discretion and against the manifest weight of the evidence."

¶ 10 As to the interim attorney fee issue, respondent argues that the trial court violated his procedural due process rights when it awarded the fees without an evidentiary hearing and that the trial court failed to make the necessary findings of fact to justify the award. Respondent argues that the award itself and the amount of the award constitute an abuse of the trial court's discretion. Respondent also maintains that the trial court erred when it ordered him to pay attorney fees for failing to timely turn over a financial affidavit because he had justification since he was ill, and he argues that the amount awarded to petitioner for his failure to timely produce the affidavit is unreasonable.

¶ 11 ANALYSIS

¶ 12 Respondent argues that the trial court committed "reversible error as a matter of law" by failing to make certain specific findings of fact regarding his income and needs. Contending that the error was one of law, respondent advocates for *de novo* review on this subject. To support his position that the trial court committed reversible error, respondent quotes section 504 of the Marriage and Dissolution of Marriage Act (750 ILCS 5/101 *et seq.* (West 2016)). Section 504 addresses the process by which a trial court should determine whether a maintenance award is

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appropriate and, if so, to determine the amount and duration of the maintenance obligation. 750  
ILCS 5/504 (West 2016).

¶ 13 To determine whether a maintenance obligation should be imposed, the trial court is  
required to examine many factors.

“(1) the income and property of each party, including marital property apportioned  
and non-marital property assigned to the party seeking maintenance as well as all  
financial obligations imposed on the parties as a result of the dissolution of  
marriage;

(2) the needs of each party;

(3) the realistic present and future earning capacity of each party;

(4) any impairment of the present and future earning capacity of the party seeking  
maintenance due to that party devoting time to domestic duties or having forgone or  
delayed education, training, employment, or career opportunities due to the  
marriage;

(5) any impairment of the realistic present or future earning capacity of the party  
against whom maintenance is sought;

(6) the time necessary to enable the party seeking maintenance to acquire  
appropriate education, training, and employment, and whether that party is able to  
support himself or herself through appropriate employment;

(6.1) the effect of any parental responsibility arrangements and its effect on a  
party's ability to seek or maintain employment;

(7) the standard of living established during the marriage;

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- (8) the duration of the marriage;
- (9) the age, health, station, occupation, amount and sources of income, vocational skills, employability, estate, liabilities, and the needs of each of the parties;
- (10) all sources of public and private income including, without limitation, disability and retirement income;
- (11) the tax consequences to each party;
- (12) contributions and services by the party seeking maintenance to the education, training, career or career potential, or license of the other spouse;
- (13) any valid agreement of the parties; and
- (14) any other factor that the court expressly finds to be just and equitable.” 750 ILCS 5/504(a) (West 2016).

If, after considering those factors, the trial court determines that a maintenance award is appropriate, the court “shall make specific findings of fact” stating “its reasoning for awarding \*\*\* maintenance and shall include references to each relevant factor set forth in subsection (a)”—the subsection quoted above addressing whether a maintenance award is appropriate in the first instance. 750 ILCS 5/504(b2) (West 2016).

¶ 14 Respondent argues that the trial court committed reversible error when it failed to make a specific finding of fact regarding his income and his needs (factors 1 and 2 in subsection a).

Respondent contends that “[t]he trial court’s failure to make specific findings of fact with regard to [his] income, the parties’ combined income and [his] needs constitutes reversible error as a matter of law.” We have consistently rejected that argument. See *Shen v. Shen*, 2015 IL App (1st) 130733,

¶ 136.

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¶ 15 Where the record on appeal adequately allows the court to review the propriety of a spousal maintenance order, the order will not be reversed solely because specific findings of fact are not made. *Blum v. Koster*, 235 Ill. 2d 21, 37-38 (2009). In this case, the record is complete—not only for this order reducing maintenance but for each iteration of respondent’s support obligations along the way. The trial court made findings about the parties income and their needs when it awarded maintenance to petitioner (see *In re Marriage of Galowich*, 2012 IL App (1st) 110119-U, ¶¶ 8, 27) and when it refused respondent’s attempt to terminate his maintenance obligation (see *In re Marriage of Galowich*, 2014 IL App (1st) 131056-U, ¶ 5).

¶ 16 Here, the trial court specifically addressed respondent’s arguments as to why his maintenance obligation should be terminated or reduced and made detailed findings and conclusions from which we can address the merits of respondent’s contentions. The trial court issued a 24-page written order to dispose of respondent’s petition and then followed it up with a 14-page written order to dispose of his motion to reconsider. Both orders directly and thoroughly address the contentions respondent makes to challenge his support obligations and contain thoughtful observations about the evidence of the parties’ financial situations and living expenses. The record made on the issues presented here, not to mention the thousands of pages of other evidence in the record, gives us ample information from which to adjudicate respondent’s claims on the merits. His contention that the trial court’s order should be reversed solely on the basis of it purportedly failing to make certain specific findings fails.

¶ 17 In 2015 and 2016, the General Assembly comprehensively amended the Marriage and Dissolution of Marriage Act, including that it adopted guidelines to direct the court in setting the amount and duration of maintenance obligations. See P.A. 98-961, § 5, eff. Jan. 1, 2015; P.A.

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99-90, § 5-15, eff. Jan. 1, 2016. The Act now includes specific guidelines for setting the amount and the duration of maintenance, based principally on the parties' earnings and the duration of the marriage. 750 ILCS 5/504(b-1) (West 2016). If the trial court finds that maintenance is proper, it may order either "guideline maintenance" or "non-guideline maintenance." *Id.*

¶ 18 Guideline maintenance looks to the amount of the parties' earnings and the length of the marriage to produce percentages and create a formula from which the amount and duration of maintenance can be calculated. 750 ILCS 5/504(b-1)(1) (West 2016). The trial court can deviate from the statutory formula and award non-guideline maintenance, but it must have a reason for the variance. *Id.*; 750 ILCS 5/504(b-1)(2) (West 2016).

¶ 19 At the time the trial court visited the issue, the guidelines did not apply if the parties' combined gross income exceeded \$250,000. See 750 ILCS 5/504(b-1)(1) (West 2016). While this appeal was pending, the maintenance section of the statute was amended again (see P.A. 100-520, § 15, eff. Jan. 1, 2018), and the statute now stipulates that the guideline maintenance formula applies when the parties' combined annual gross income is less than \$500,000 rather than the \$250,000 threshold that was in place at the time the trial court ruled in this case. 750 ILCS 5/504(b-1(1)) (West 2016).

¶ 20 The trial court found that the parties' combined income exceeded the then-\$250,000 statutory limit so that the court had no reason to apply the guideline formula when computing the amount or duration of respondent's maintenance obligation. The court explained, however, that "even if the parties' income or income earning capacities did not exceed \$250,000, Section 504(b-1) still provides that this Court may deviate from the amount and duration guidelines if the application would be inappropriate."



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¶ 21 The trial court did not err when it determined that this is a case where applying the statutory guideline would be inappropriate. The statute attempts to make things easier for the parties and the courts by directing outcomes with a simple formula based on hard data. But, as this case demonstrates, equitably allocating rights and obligations following the dissolution of marriage is not always suited to a simple formula, and the hard data as it pertains to “income” does not always provide a complete picture of the parties’ financial situations.

¶ 22 Under guideline maintenance, the statute dictates that the amount and duration of maintenance be based on two things only: annual income and the duration of the marriage. 750 ILCS 5/504(b-1)(1)(A-B) (West 2016). In this case, “income” in a given year does not give an accurate portrayal of respondent’s financial situation or his actual remuneration.

¶ 23 The evidence at trial demonstrated that respondent receives a \$150,000 salary with a target bonus of \$100,000. Respondent testified that he was not entitled to the \$100,000 bonus, he could receive less, and in fact at the time of trial he had only received \$21,000 for the part of the previous year that he was employed by his current employer. Respondent testified, however, that his bonus was not limited to \$100,000 either and it could theoretically be greater in the coming years should the company perform well. Respondent also receives restricted stock as part of his compensation. As part of his employment, he was awarded 400,000 shares of restricted common stock that vests over a four-year period. Respondent also attained other assets such as distributions from an IRA, returns on investments, dividend payouts, and partnership income totaling several thousand dollars that he excludes from his calculation of his “income” figure. As the trial court observed, respondent is also a beneficiary of multiple trusts that have assets of millions or at least several hundred thousand dollars. He has received substantial “loans” from these trusts and there is no

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evidence in the record that he is currently repaying them.

¶ 24 Respondent claims here that “[t]he facts determined at trial demonstrate that [respondent] earned annual income from [a] salary of \$150,000 plus a bonus of \$21,000 for a total gross income of \$171,000.” He posits that the \$171,000 figure should be used to calculate his maintenance, but neglects to address that the \$171,000 figure is incomplete and is a poor representational snapshot of his actual remuneration for 2014, or for what his income would be in 2015 or any other year. Respondent claims that the trial court could only attribute \$21,000 to him for his bonus, because that is the amount he received. But \$21,000 was for a partial year and the testimony at trial demonstrated that the number could vary significantly. Respondent claims that the restricted stock cannot be considered income because it has contingencies, is subject to forfeiture, and might never result in realized cash by him. But the testimony at trial demonstrated that the stock had already more than doubled in value from \$0.25 a share when the first 100,000 shares vested to \$0.51 a share at the time of trial. That uncertain, fluctuating compensation could produce sizeable income for respondent that he believes should be shielded from these proceedings, but it really just emphasizes why guideline maintenance is not feasible here.

¶ 25 At a minimum, it is fair to say that the significant uncertainty about what respondent earns or will earn in a given year provides good cause for not strictly applying the statutory guidelines that depend on fixed figures and some level of earnings certainty. The guidelines cannot be applied and achieve an equitable result when they only take into account a snapshot of the parties’ financial circumstances. That snapshot can be quite inaccurate where, as here, a party has deferred compensation and other forms of remuneration that might not be considered “income” in a given year. Instead, this situation is suited to a court, experienced in this area, hearing evidence about the

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totality of the parties' circumstances and issuing a reasoned judgment about what is equitable for the parties. This case has a sizable history with manifold considerations at issue. The trial court did not err when it found, under the circumstances, that imposing the maintenance guidelines would be inappropriate.

¶ 26 The guidelines do not factor in considerations like, as a result of respondent's financial stability, respondent has made a conscious decision not to maximize his earnings in favor of a more favorable lifestyle. He testified that he has foregone any type of employment opportunity at large firms, despite that he has the requisite capabilities, so that he can have a better work-life balance. Respondent takes issue with the trial court's statement that seemed to suggest it took into account his "earning capacity" rather than his actual earnings. It is true that the guidelines only allow for consideration of actual income, but that is just another reason that a one-size-fits-all formula for determining maintenance is not appropriate for every case. There is nothing wrong with respondent wanting a comfortable lifestyle, but at the same time, it should not inure to petitioner's detriment that respondent is in enough of a place of financial comfort that he has emphasized a comfortable lifestyle in his pursuits.

¶ 27 Petitioner agreed to be primarily a homemaker during the marriage at which time respondent was able to rise professionally, significantly increase his earning potential and actual earnings, and amass current and future assets. Petitioner was not able to rise professionally in kind, and that was part of the parties' marital arrangement. At the time the marriage was dissolved, respondent's income was reported at \$341,568. The trial court found that his current income, all things considered, is "similar to the income he earned at the time the [dissolution judgment] was entered." Still, now several years after the divorce, petitioner's income was found to be \$60,000

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and that figure might be near her maximum earning potential at this point.

¶ 28 In light of all of the evidence presented, the trial court found that petitioner is entitled to \$5,000 a month in permanent maintenance. Respondent argues that the trial court erred when it set both the amount and the term of the maintenance award. The propriety of a maintenance award as well as the amount and the duration of the award are matters that lie within the sound discretion of the trial court, and its decision on those matters will not be disturbed absent an abuse of discretion. *In re Marriage of Selinger*, 351 Ill. App. 3d 611, 614 (2004). A trial court's award of maintenance is presumed to be correct. *In re Marriage of Wojcik*, 2018 IL App (1st) 170625, ¶ 31.

¶ 29 As to the duration of the maintenance award, when it comes to maintenance, "permanent" does not mean everlasting; it means the obligation is for an indefinite period. *Id.* at ¶ 30.

Indefinite maintenance is commonly granted where the parties have grossly disparate earning potentials and where the marriage was lengthy. *Id.* Permanent maintenance awards are still "reviewable," they are just indefinite and subject to modification or termination due to changes in circumstances or if some other occurrence justifies a change to the maintenance obligation. See *In re Marriage of Culp*, 341 Ill. App. 3d 390, 397 (2003).

¶ 30 Here, the court was reviewing a maintenance obligation that was set and made reviewable four years thereafter. But the court was still reviewing a permanent maintenance award. As we stated the last time the case was before the court, "here, we are concerned with permanent maintenance, not rehabilitative maintenance," and that "the award of maintenance was permanent and not limited to four years." *In re Marriage of Galowich*, 2014 IL App (1st) 131056-U, ¶¶ 23, 24. There is evidence in the record that petitioner cannot currently support herself without maintenance, and there is no evidence in the record suggesting that she will be able to support

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herself without maintenance in the foreseeable future. Based on the evidence, we cannot conclude that no reasonable person would come to the conclusion that the trial court did, and the trial court did not abuse its discretion by making the obligation open ended.

¶ 31 As to the amount of the maintenance award, respondent argues that the decrease in his income should result in an even more substantial reduction in his maintenance obligation than the reduction ordered by the trial court. The trial court reduced the obligation from \$7,500 to \$5,000 per month. Nonetheless, respondent argues that the amount set by the trial court still cannot stand. Respondent points out that, with the maintenance being paid to petitioner in that amount, petitioner receives 52% of the parties' combined income. Respondent also points out that the evidence at trial showed that, after paying maintenance, he is operating at a \$12,000 per month living expense deficit. Respondent acknowledges that the evidence showed that petitioner is operating at a living expense deficit too, but argues that it is unfair that, with the maintenance being paid to petitioner, her living expense deficit is absolved and his is only exacerbated.

¶ 32 Respondent criticizes petitioner's "irresponsible choices," "costly abuse of the judicial system," and her "wasteful and foolish expenditures," to arrive at the conclusion that she "has been her own worst financial enemy." There was certainly evidence that petitioner has done a relatively poor job managing her finances since the divorce. And there is no doubt that both parties have litigated every aspect of the case to the fullest extent, heedless of cost. But respondent is simply asking us to reweigh the evidence and come to a different conclusion than the trial court did. The evidence showed that petitioner needs the maintenance to support herself. Respondent is not placed under any undue hardship in paying maintenance. While respondent finds it understandably undesirable to continue paying maintenance, there is evidence to support the trial court's

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conclusion that continued maintenance at a reduced sum is proper. Nothing has been presented that could lead us to conclude that no reasonable person could find as the trial court did.

¶ 33 Pivoting to the attorney fee issue, after petitioner filed a petition for interim attorney fees, the trial court awarded her \$53,000 in interim fees to defend this appeal. In response to a separate petition for a rule to show cause against respondent, the trial court awarded petitioner \$4,668.95 in attorney fees for having to litigate the issue of respondent failing to produce his financial affidavit in the time ordered by the court. Respondent appeals both awards of attorney fees.

¶ 34 Respondent appealed the interim fee order at the time it was entered, and petitioner moved to dismiss that appeal as premature. We ordered the appeals consolidated and ruled that we would simply take up the interim attorney fee issue when we addressed the rest of the issues raised by the parties on the merits. We subsequently consolidated the appeal pertaining to the fee award stemming from the rule to show cause so that all three appeals could be addressed herein.

¶ 35 Respondent, proceeding *pro se* on these two issues, argues that the trial court's award of interim attorney fees violated his procedural due process rights under the Fifth and Fourteenth Amendments to the United States Constitution. Respondent did not raise this argument in the trial court and has forfeited it for review. See *In re Marriage of Winter*, 2013 IL App (1st) 112836, ¶ 29 (arguments not made in the trial court are forfeited on appeal). Moreover, the record demonstrates that respondent had a full and fair opportunity to participate and be heard on his objections to petitioner receiving interim attorney fees, so procedural due process concerns are satisfied. See *American Federation of State, County, Municipal Employees (AFSCME), Council 31 v. State, Department of Central Management Services*, 2015 IL App (1st) 133454, ¶ 13. ("Procedural due process requires that when a constitutional right is at stake, the person whose right is at issue is

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entitled to notice and a meaningful opportunity to be heard.”). Respondent knew that petitioner was seeking interim fees, filed a written response to petitioner’s petition for the fees, and he participated in a lengthy proceeding about the propriety of any such award.

¶ 36 The Marriage and Dissolution of Marriage Act provides for the award of interim attorney fees in certain cases where the court finds that the petitioning party needs the award to participate adequately in the litigation. See 750 ILCS 5/501(c-1) (West 2016). A proceeding for interim attorney fees and costs in a pre-judgment dissolution proceeding is to be nonevidentiary and summary in nature, with the nonpetitioner receiving an opportunity to file a responsive pleading. 750 ILCS 5/501 (c-1)(1) (West 2016). The statute sets out several factors the court should consider when assessing whether to grant an interim fee award. See *id.* If an interim award is granted under that section of the statute, it is without prejudice to any final allocation and without prejudice as to any claim or right of either party. 750 ILCS 5/501 (c-1)(2) (West 2016). If the fees are ultimately found to be improper or if there is an overpayment, such monies must be remitted back to the appropriate party. *Id.*

¶ 37 Respondent argues that the trial court should have held an evidentiary hearing on the issue of interim attorney fees. However, a party is not permitted an evidentiary hearing on a petition for interim attorney fees as a matter of right. The Marriage and Dissolution of Marriage Act expressly provides that the proceedings for interim fee awards “shall be nonevidentiary and summary in nature.” 750 ILCS 5/501 (c-1)(1) (West 2016). The statute does allow the trial court to hold an evidentiary hearing “for good cause shown.” *Id.* Respondent acknowledges that he had the opportunity to demonstrate good cause, but the trial court did not find that there was a basis for an evidentiary hearing.

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¶ 38 When an interim fee award is made, the party ordered to pay has the additional due process protection that the award is expressly “without prejudice to any final allocation” of fees between the parties. 750 ILCS 5/501 (c-1)(2) (West 2016). Interim fees under the relevant section of the Marriage and Dissolution of Marriage Act are, by definition, temporary awards. *In re Marriage of Johnson*, 351 Ill. App. 3d 88, 96 (2004). So the risk of any erroneous deprivation is limited by the fact that the award is not a final adjudication of the rights of the parties.

¶ 39 In making its award, the trial court expressly found that “Mr. Galowich has the ability to pay.” It further stated that “if I go back through the factors in [sections] 501 and 508, taking me back there and the ability to earn income, the financial resources, the realistic earning capacity, the needs of the parties and all the factors of 501, I can’t help but come to the fact that [petitioner] can’t support this litigation without contribution from [respondent].” When addressing the parties financial resources the trial court found that respondent “certainly [has] substantially more” and “certainly [has] a greater financial ability than [petitioner] does.” All of those observations led the trial court to the conclusion that an award of interim fees to defend the appeal was appropriate. The trial court reiterated its findings when it denied respondent’s motion to reconsider the interim fee award.

¶ 40 Respondent argues that petitioner failed to establish that he has the ability to pay the attorney fees and costs awarded “and therefore the trial court’s interim fee award is against the manifest weight of the evidence and an abuse of discretion.” To support his position that he lacks the financial ability to pay the fee award, respondent points to the financial affidavit he produced in connection with litigating this issue. The trial court questioned the veracity of respondent’s financial affidavit, finding that it “defies logic.” The record shows that respondent had increased



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his reported income between the time the trial to reduce his maintenance obligation was held and the hearing on the interim fees. The record also shows that respondent had received hundreds of thousands of dollars in loans from trusts of which he is a beneficiary and from his father, and his financial affidavit contained no information about payments he was making on those loans. Respondent's overall monthly living expenses had even actually increased even though his maintenance obligation was reduced and even though one of the parties' minor children emancipated during that period. Respondent reported an income of \$296,648 to the IRS in 2015, while petitioner's income remained near \$60,000. There was evidence to support the trial court's finding that respondent had the ability to pay attorney fees.

¶ 41 Respondent also argues that petitioner failed to establish that she lacks the ability to pay the attorney fees and costs awarded. At the time of the hearing on the interim fees, petitioner was no longer employed. She sold her house and moved to California where she lives with her mother and is a full-time caretaker for her elderly mother, now earning \$36,000 per year. Respondent's financial affidavit showed that she had virtually no assets of value. Allowing the court to award interim fees enables the court to ensure that a party does not have his or her financial stability undermined by paying fees in an ongoing marital dispute. *In re Marriage of Heroy*, 2017 IL 120205, ¶ 19. Petitioner is involved in this part of the litigation only to defend the rights that the court previously granted her. There was evidence to support the trial court's finding that petitioner did not have the ability to pay.

¶ 42 Respondent challenges the amount of the award, arguing that \$53,000 is not reasonable under the circumstances. To support her petition for interim fees, petitioner attached an affidavit from her attorney detailing the fees incurred to date and the attorney averred as to the amount of

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anticipated prospective fees associated with what would become three pending appeals. The trial court has extensive knowledge of the parties and the history of this litigation, especially after having conducted an 18-day trial on the maintenance issue just a year earlier. We cannot say that the trial court abused its discretion in accepting petitioner and petitioner's counsel's sworn statements regarding the amount of fees that would be incurred.

¶ 43 Again, we note that the interim fee award is not a final fixing of the parties' rights and obligations as they pertain to fees. 750 ILCS 5/501 (c-1)(2) (West 2016); *Marriage of Rosenbaum-Golden & Golden*, 381 Ill. App. 3d 65, 73-74 (2008). Respondent's challenge to the interim fees is in some respects not even ripe at this point, as the parties seem to both acknowledge that they will litigate the issue of fees to finality in the trial court following our ruling on these appeals. Nevertheless, respondent has failed to demonstrate that the trial court abused its discretion in awarding petitioner interim attorney fees to defend this appeal or that the amount awarded constitutes an abuse of the court's discretion.

¶ 44 Respondent also appeals the trial court's award of \$4,668.95 to petitioner on its finding that respondent violated its order to produce a financial affidavit by a date certain, and that the failure to produce the document was without compelling cause or justification. The trial court's award of an attorney fee in this instance was spurred by petitioner's rule to show cause for respondent's discovery violation.

¶ 45 Respondent begins his argument on this subject by arguing that it was petitioner who violated discovery rules by failing to attempt to resolve the discovery issue with him before filing a petition for a rule to show cause (citing Ill. S. Ct. R. 201(k) (West 2016)). But respondent's obligation to produce the relevant materials was not only based on standard discovery rules, it was

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specifically ordered by the court. The trial court entered an order mandating that respondent file his financial affidavit and supporting documents by June 21, 2017. When he did not, the court used its authority under the Marriage and Dissolution of Marriage Act to sanction him for his noncompliance with its order and to award petitioner the fees incurred in attempting to bring about compliance. See 750 ILCS 5/508(b) (West 2016).

¶ 46 Respondent argues that the trial court erred when it found that his noncompliance with the order to produce his affidavit was without compelling cause or justification. Respondent argues, as he did in the trial court, that he was suffering from mononucleosis at the time he was ordered to produce his affidavit. Respondent maintains that his bout of mononucleosis provides cause and justification for his noncompliance with the trial court's order, and that, despite his illness, he still made a good faith effort to comply with the court's order. But focusing solely on respondent's illness gives an inaccurate picture of what was occurring in the trial court. Respondent's illness was just one of several reasons respondent gave as to why he was not producing the affidavit that he was ordered to produce.

¶ 47 Through counsel, respondent continuously objected to producing the financial affidavit. On June 13, 2017, after respondent objected to producing the financial affidavit, the trial court ordered that the affidavit be produced by June 21st. On June 22nd, instead of filing the financial affidavit as ordered, respondent filed 3 motions including a "motion for relief from obligation to deliver financial affidavit and for other relief." In this motion, respondent continued to object to producing a financial affidavit, despite that the trial court had overruled the objections to production made in court on June 13th. On July 6th, no financial affidavit having been produced, petitioner filed her petition for a rule to show cause. Respondent finally produced the document on

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July 14th.

¶ 48 In arguing that he should not be sanctioned for his noncompliance, respondent informed the court about his illness. The trial court expressed sympathy, but found that it was insufficient to excuse his noncompliance. The trial court stated that it believed respondent's statement about being ill, and that it was "[not] your illness that the court takes issue with. What the court takes issue with is that, from the first presentation of the petition for fees to defend the appeal, counsel on your behalf objected to the filing of a financial affidavit." It was not even just the objections that were the issue, it was the continuing nature of the objections even after they were overruled. The trial court heard respondent's reasons for noncompliance and rejected them. There is no basis for us to find that the trial court did so in error. The trial court did not abuse its discretion when it found that respondent's noncompliance with its orders was without compelling cause or justification or by ordering respondent to pay the fees petitioner incurred.

¶ 49 Respondent contends that the amount of the fees awarded for his noncompliance with the court's orders, \$4,668.95, is not a reasonable amount. Petitioner's counsel presented records to the trial court and averred under penalty of perjury that the records adequately represented the fees petitioner had incurred as a result of respondent's noncompliance with the court's order.

Respondent presents nothing here that would demonstrate that the trial court abused its discretion when it elected \$4,668.95 as the appropriate sanction. Respondent seemingly suggests that some of the fees encompassed in the interim fee award are double counted when the sanction is considered. Perhaps that is a matter that could be addressed to the trial court, but it has no bearing on whether the \$4,668.95 assessment of fees against respondent was reasonable and whether it was justifiably assessed for respondent's noncompliance with the court's orders. Finding no abuse of

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discretion or other reversible error, respondent has given us no reason to disturb the judgment of the circuit court.

¶ 50

#### CONCLUSION

¶ 51 Accordingly, we affirm the judgment of the Circuit Court of Cook County.

¶ 52 Affirmed.