2019 IL App (2d) 180695-U
No. 2-18-0695
Order filed May 7, 2019

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

In re MARRIAGE OF	)	Appeal from the Circuit Court
JASON P. SWANSON,	)	of DeKalb County.
	)	
Petitioner-Appellant,	)	
	)	
and	)	No. 16-D-197
	)	
MELINDA M. SWANSON,	)	Honorable
	)	Marcy L. Buick,
Respondent-Appellee.	)	Judge, Presiding.

JUSTICE ZENOFF delivered the judgment of the court.
Justices McLaren and Hudson concurred in the judgment.

ORDER

¶ 1 *Held*: An order requiring the petitioner-appellant to contribute toward the respondent-appellee's attorney fees was affirmed where such order did not constitute an abuse of discretion. Nevertheless, pursuant to Supreme Court Rule 366(a)(5) (eff. Feb. 1, 1994), the appellate court modified the order to correct an error on the face of the order.

¶ 2 Jason P. Swanson appeals *pro se* from an order of the circuit court of DeKalb County requiring him to contribute toward Melinda M. Swanson's attorney fees. We affirm as modified.

¶ 3 I. BACKGROUND

¶ 4 Jason and Melinda were married in 2009. They have no children together, although Melinda has children from a prior relationship. In January 2018, following a trial, the court entered a judgment for dissolution of marriage (JDOM). The court found that Melinda—who was 42 years old, unemployed, and the recipient of Social Security disability benefits in the amount of $19,056 per year—was "likely not employable." Jason, on the other hand, was a 44-year-old police officer who was in good health and, the court found, had many more years of working ahead of him. Jason's 2017 gross income was $60,720.40.

¶ 5 The court determined that there was no equity in the marital estate. The court awarded Jason the marital residence, a Chevrolet Tahoe, and a section 457(b) retirement account worth $22,540.03 (see 26 U.S.C. § 457(b) (2012)). He was solely responsible, however, for the accompanying mortgage, car loan, and certain loans taken against the 457(b) account. Jason was likewise awarded certain life insurance policies, but he was responsible for the loans that had been taken against the value of those policies. Jason was further responsible to pay approximately $1900 for a dental bill. The court awarded Jason all of the personal property located within the marital residence. Melinda was awarded personal property that was being held in a storage unit. The court assigned the parties any bank accounts and debts that were held in their respective names. The court ordered Jason to pay Melinda maintenance in the amount of $1071.24 per month for 36 months. The court reserved the issue of contribution between the parties toward attorney fees.

¶ 6 Jason appealed, challenging his maintenance obligation. In November 2018, we affirmed the judgment, holding that "the trial court's factual findings were not against the manifest weight of the evidence and the court properly calculated the parties' incomes." *In re Marriage of Swanson*, 2018 IL App (2d) 180257-U, ¶ 1 (*Swanson I*).

¶ 7 Meanwhile, on March 20, 2018, Melinda filed a petition seeking contribution toward her attorney fees and expenses pursuant to section 503(j) of the Illinois Marriage and Dissolution of Marriage Act (Act) (750 ILCS 5/503(j) (West 2016)). She alleged that she had incurred fees and costs in the amount of $10,414.19—$6728.84 of which remained unpaid (her attorney subsequently informed the court that the outstanding balance was actually $6578.84).

¶ 8 On April 12, 2018, Melinda filed a second petition, pursuant to section 508(a)(3) of the Act (750 ILCS 5/508(a)(3) (West 2016)), seeking contribution from Jason toward her fees in connection with Jason's then-pending appeal concerning the maintenance obligation.

¶ 9 A. Hearing on the Fee Petitions

¶ 10 On May 25, 2018, the court held a hearing on Melinda's two petitions for contribution. When Melinda's counsel mentioned that he intended to call Melinda as a witness, Jason's counsel objected to holding an evidentiary hearing. In light of that objection, instead of holding an evidentiary hearing on the petitions, the court simply entertained argument from counsel.

¶ 11 Melinda's counsel indicated that he charged Melinda $150 per hour for his work at the trial level, which he said was below the prevailing rate in the community. Melinda's counsel emphasized that Melinda had been forced to defend herself at trial against numerous issues raised by Jason. To that end, Melinda's counsel reminded the court that it had once commented about Jason having prolonged the litigation. According to Melinda's counsel, Melinda was supporting two children and she should not be required to jeopardize her financial situation to pay her attorney fees.

¶ 12 Comparing the parties' most recent financial affidavits, Jason's counsel responded that Melinda's economic stability would not be undermined, and she would not be rendered "destitute," by paying her own attorney fees. Specifically, Jason's counsel noticed that

Melinda's financial affidavit of April 30, 2018, reflected a gross monthly income of $2819.24. The only deduction from that amount was a Medicare tax in the amount of $10.50. Melinda was also paying $100 per month to her own attorney and $100 per month to the guardian *ad litem* (GAL). Jason's counsel stressed that, even after Melinda's payments to her attorney and the GAL, she still had "a small amount of money left over" (Melinda's financial affidavit indicates that she had $22.74 in available income per month). Jason's counsel also believed that Melinda's obligation to pay her portion of the GAL's fees was nearly satisfied. Jason's counsel therefore suggested that Melinda would soon have an extra $100 per month to pay her own counsel. Moreover, Jason's counsel mentioned that Melinda was not paying for health insurance or a car, and Melinda purportedly had attorney fees that were "significantly lower" than Jason's.

¶ 13 Jason's counsel argued that Jason, on the other hand, was not in a position to contribute toward Melinda's attorney fees. Specifically, Jason's counsel noted that Jason's financial affidavit, which was filed on May 24, 2018, reflected a net income of $2997.25 per month ($5245.30 [gross income] - $1176.81 [deductions from his paycheck] - $1071.24 [maintenance obligation] = $2997.25). Jason's counsel reminded the court that Jason was also paying $976 toward his mortgage and $725.64 toward his car loan each month. That left Jason with $1295.61 "left to live on for the month" ($2997.25 - $976 - $725.64 = $1295.61). According to Jason's counsel, in light of the maintenance that Jason was paying and his other "court-ordered obligations" (the mortgage and the car loan), Melinda's net income was actually more than $600 per month higher than Jason's. Jason's counsel added that Jason should not have to pay Melinda's fees simply because his legal arguments at trial proved unsuccessful. In that respect, Jason's counsel noted that Melinda did not allege that Jason's arguments at trial were frivolous or sanctionable.

¶ 14 In his rebuttal argument in support of Melinda's petition for contribution toward her trial fees, Melinda's counsel urged the court to consider the parties' respective abilities to earn income in the future. Specifically, Jason had been employed as a police officer for 12 or 13 years, whereas Melinda was disabled.

¶ 15 Addressing Melinda's separate petition for contribution toward appellate fees, Melinda's counsel told the court that he was charging Melinda a flat fee of $3500 for the appeal. Jason's counsel responded by emphasizing that Melinda had "not been deprived of access to an attorney by reason of her financial situation." Additionally, Jason's counsel argued that Jason's financial position, for the time being, was inferior to Melinda's. Jason's counsel conceded, however, that Jason would have "a much greater income" than Melinda upon the termination of his three-year maintenance obligation.

¶ 16 The court indicated that it wanted to review the JDOM and the parties' financial affidavits. The court continued the matter to June 1, 2018, for ruling.

¶ 17 B. Court's Rulings on Fee Petitions

¶ 18 On June 1, 2018, the court ruled on Melinda's two petitions. The court indicated that it had "considered the record in this case, the arguments of counsel, Illinois case law, and the statutory authority." The court first addressed Melinda's request for fees incurred at the trial level, which was governed by sections 503 and 504 of the Act (750 ILCS 5/503, 504 (West 2016)). The court "readopt[ed] all the findings that it made" in the JDOM, and then made the following additional comments. The most relevant consideration, in the court's view, was the parties' respective incomes and property. To that end, while Melinda was currently enjoying a "temporary boost" of income by virtue of the maintenance that Jason was paying her, which brought her income to $31,910 per year, she remained disabled and unemployable. Melinda was

also the custodian of two minor children. Jason, in contrast, earned $60,720 per year, was not disabled, and did not have significant health issues. He also had many years of working ahead of him and "unlimited" employment prospects. The court noted that Jason did not dispute the reasonableness of Melinda's fees, and the court found that the fees were indeed reasonable. It would "significantly impact" Melinda to pay those fees, and Jason had the ability to contribute. Accordingly, the court ordered Jason to pay $5383.07,[1] 80% of Melinda's outstanding trial fees. Melinda would be responsible for the remaining balance.

¶ 19 The court then addressed Melinda's request for appellate fees, looking to section 501 of the Act (750 ILCS 5/501 (West 2016)). The court found as follows. Melinda's counsel had an agreement with Melinda to handle the pending appeal for a flat fee of $3500. That amount was reasonable, and Jason made no argument to the contrary. There was no evidence, meanwhile, of Jason's anticipated fees in connection with the appeal. The court again adopted its findings from the JDOM. Considering "the disparity in the parties' incomes, Melinda's inability to earn income through employment, [and] Jason's unlimited ability to earn income through employment," the court ordered Jason to pay $3150, which was 90% of Melinda's fees. Melinda would be responsible for the balance.

¶ 20 Jason's counsel then asked the court about a timeframe for repayment. The court indicated that Jason should contribute toward the appellate fees within 60 days and contribute toward the trial fees within 120 days. Jason's counsel objected that those timeframes did not

[1] This dollar amount appears only in the court's written order. It was calculated based on 80% of $6728.84, which was the outstanding balance that Melinda identified in her petition. As noted above, Melinda's counsel told the court at the hearing that the outstanding balance was actually $6578.84.

take into account Jason's other obligations under the JDOM. The court responded that the fees at issue in Melinda's petitions took priority over Jason's mortgage and car payment. Claiming that Jason would have "zero money to pay his other court-ordered obligations," his counsel asked the court to include in its order that Jason would not be held in contempt of court. The court declined to include such language in the order, but indicated that Jason could raise an argument along those lines in the event Melinda filed a petition for rule to show cause against him.

¶ 21 Jason moved the court to reconsider its June 1, 2018, order. On July 27, 2018, the court denied that motion. Jason timely appealed.

¶ 22 II. ANALYSIS

¶ 23 Jason argues that the court erroneously determined that Melinda lacked sufficient means to pay her fees while he had a corresponding ability to contribute toward those fees. We review an award of attorney fees for an abuse of discretion. *In re Marriage of Sobieski*, 2013 IL App (2d) 111146, ¶ 37. " 'A trial court abuses its discretion when it acts arbitrarily, without conscientious judgment, or, in view of all of the circumstances, exceeds the bounds of reason and ignores recognized principles of law, resulting in substantial injustice.' " *Sobieski*, 2013 IL App (2d) 111146, ¶ 37 (quoting *In re Marriage of Bradley*, 2011 IL App (4th) 110392, ¶ 26).

¶ 24 Generally, a party who incurs attorney fees is responsible for paying them. *In re Marriage of Micheli*, 2014 IL App (2d) 121245, ¶ 45. The Act, however, allows parties to seek contribution from one another in connection with both trial court proceedings and the defense of appeals. See 750 ILCS 5/508(a)(1), (3) (West 2016). Older case law, which Jason cites, typically identified the relevant test as whether (1) the spouse seeking contribution was unable to pay his or her own attorney fees and (2) the other spouse had a corresponding ability to pay those

fees. See, *e.g.*, *In re Marriage of Krivi*, 283 Ill. App. 3d 772, 780 (1996); *In re Marriage of Mantei*, 222 Ill. App. 3d 933, 941 (1991). The Act has been substantially re-written over the years, however, and it now contains more detailed provisions governing requests for contribution. Our supreme court has clarified that the various provisions in the statutes "are the tools used by the court to decide whether a party is unable to pay and whether the other party is able to do so." *In re Marriage of Heroy*, 2017 IL 120205, ¶ 30.

¶ 25 Specifically, section 508(a) of the Act provides, in relevant portion:

> "The court from time to time, after due notice and hearing, and after considering the financial resources of the parties, may order any party to pay a reasonable amount for his own or the other party's costs and attorney's fees. Interim attorney's fees and costs may be awarded from the opposing party, in a pre-judgment dissolution proceeding in accordance with subsection (c-1) of Section 501 and in any other proceeding under this subsection. At the conclusion of any pre-judgment dissolution proceeding under this subsection, contribution to attorney's fees and costs may be awarded from the opposing party in accordance with subsection (j) of Section 503 and in any other proceeding under this subsection. Fees and costs may be awarded in any proceeding to counsel from a former client in accordance with subsection (c) of this Section." 750 ILCS 5/508(a) (West 2016).[2]

[2] "[S]ection 508(a) contemplates three distinct types of fee proceedings: (1) interim attorney fees and costs in accordance with section 501(c-1) [citation], (2) contribution to attorney fees and costs in accordance with section 503(j) [citation], and (3) fees and costs to counsel from a former client in accordance with section 508(c)." *In re Marriage of Kane*, 2018 IL App (2d) 180195, ¶ 17. The trial court referenced section 503(j) when ruling on Melinda's request for contribution toward her accrued trial fees. In ruling on Melinda's request for contribution

Section 503(j)(2) of the Act, in turn, indicates that "[a]ny award of contribution to one party from the other party shall be based on the criteria for division of marital property under this Section 503 and, if maintenance has been awarded, on the criteria for an award of maintenance under Section 504." 750 ILCS 5/503(j)(2) (West 2016). Because the trial court in this case awarded maintenance to Melinda, both sections 503 and 504 apply.

¶ 26 Section 503(d) instructs a court to consider 12 factors:

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toward her appellate fees, however, the court mentioned section 501, which governs requests for temporary relief in the nature of interim fees. An award of interim fees is, by definition, "without prejudice to any final allocation" and is generally deemed to be merely an advance from the marital estate. 750 ILCS 5/501(c-1)(2) (West 2016). Given that the JDOM had already been entered, and the marital estate distributed, by the time Melinda filed her fee petitions, both of Melinda's petitions should have been determined by reference to section 503(j) of the Act, not 501(c-1). On appeal, Jason does not complain about the trial court's mention of the provisions governing interim fees. Any argument that he could have made along those lines has been forfeited. Ill. S. Ct. R. 341(h)(7) (eff. May 25, 2018). Nevertheless, it is clear that the court's primary reasons for requiring Jason to contribute toward Melinda's trial and appellate fees were that Jason had a greater potential for earning income than Melinda, along with superior prospects for maintaining employment. Those considerations would be relevant irrespective of whether the order related to interim fees or, as here, a final allocation of fees. Compare, *e.g.*, 750 ILCS 5/501(c-1)(1)(A), (C), (D) (West 2016) with 750 ILCS 5/504(a)(1), (3), (5) (West 2016). Indeed, the trial court stated that "[t]he same analysis applie[d]" to both of Melinda's petitions.

"(1) each party's contribution to the acquisition, preservation, or increase or decrease in value of the marital or nonmarital property ***; (2) the dissipation by each party of the marital property ***; (3) the value of the property assigned to each spouse; (4) the duration of the marriage; (5) the relevant economic circumstances of each spouse ***; (6) any obligations and rights from a prior marriage of either party; (7) any prenuptial or postnuptial agreement of the parties; (8) the age, health, station, occupation, amount and sources of income, vocational skills, employability, estate, liabilities, and needs of each of the parties; (9) the custodial provisions for any children; (10) whether the apportionment is in lieu of or in addition to maintenance; (11) the reasonable opportunity of each spouse for future acquisition of capital assets and income; and (12) the tax consequences of the property division upon the respective economic circumstances of the parties." 750 ILCS 5/503(d) (West 2016).

¶ 27 Section 504(a) lists additional factors, many of which are similar to the factors in section 503(d):

"(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; (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).

¶ 28 We determine that the court did not abuse its discretion in ordering Jason to contribute toward Melinda's trial and appellate fees. Jason focuses on comparing his financial affidavit to Melinda's. Although financial affidavits are undoubtedly relevant when evaluating requests for contribution, raw numbers may not always tell the whole story. That is why the Act directs courts to consider all of the circumstances presented by the given case before deciding whether to order contribution and in what amount. See *Sobieski*, 2013 IL App (2d) 111146, ¶ 49 (section 508(a) of the Act "provides for an *ad hoc* approach" to evaluating requests for contribution). In *Sobieski*, we rejected an argument that was very similar to the one that Jason advances here. Specifically, the husband in *Sobieski* essentially proposed that, when ruling on a request for contribution, the court's analysis should be limited to comparing the parties' net incomes in light of the support obligations in place. See *Sobieski*, 2013 IL App (2d) 111146, ¶¶ 45-50. We

rejected that argument, explaining that a trial court must instead consider all of the statutory factors. *Sobieski*, 2013 IL App (2d) 111146, ¶¶ 47-49. Among the factors weighing in favor of requiring the husband in *Sobieski* to contribute toward his wife's attorney fees were that the wife had health problems and "less promising financial prospects" than her husband. *Sobieski*, 2013 IL App (2d) 111146, ¶ 48.

¶ 29 As in *Sobieski*, the trial court here was entitled to consider the totality of the circumstances. The court was well aware of the information in the parties' financial affidavits. Those affidavits showed that Melinda presently had almost no income available to her each month ($22.74), while Jason indicated that he had a monthly deficit of $919.39. The court correctly recognized, however, that the affidavits reflected a temporary boost to Melinda's income, and an accompanying temporary decrease in Jason's income, occasioned by Jason's three-year maintenance obligation. Irrespective of any short-term financial struggles that Jason may face, his long-term prospects are unquestionably far superior to Melinda's. As we explained in our decision in *Swanson I*, the evidence adduced at trial showed that Melinda "had been out of the workforce since 2012" and was "likely unable to work" due to "a long history of physical and mental health concerns." *Swanson I*, 2018 IL App (2d) 180257-U, ¶ 59. Jason, by contrast, is employed as a police officer and earns approximately $60,000 per year. Even Jason's own counsel acknowledged at the hearing on Melinda's fee petitions that Jason "will have a much greater income than [Melinda]" in the future. The court was not required to ignore that reality. Additionally, we note that Jason received the marital residence, a vehicle, and other property as part of the divorce. Melinda received only certain personal property and any bank accounts that happened to be in her name. Although Jason may not have much equity, he was awarded the bulk of the marital assets.

¶ 30 Jason nevertheless insists that Melinda did not demonstrate an inability to pay her own fees. He emphasizes, for example, that she was already paying $100 per month toward her attorney fees and that she would have access to an additional $100 each month once she finished paying her portion of the GAL fees. Jason also declares that Melinda received "ongoing financial support" from third parties. He criticizes Melinda for failing to list on her April 2018 financial affidavit certain income and benefits that she had been receiving as of the 2017 trial, including (1) $65 in child support from the father of her children and (2) her food stamps.

¶ 31 Contrary to what Jason argues, the court properly took into account that Melinda was capable of contributing toward her own fees. The court ordered her to pay 20% of the fees that she incurred at the trial level and 10% of her appellate fees. Nevertheless, the record justified a conclusion that, in light of all of the relevant statutory factors, requiring Melinda to pay the entirety of her own fees would "undermine *** her financial stability." *Heroy*, 2017 IL 120205, ¶ 19. Additionally, although Jason mentions that Melinda may have received gifts from third parties in the past, we held in *Swanson I* that the value of any such gifts was not includable in her gross income. *Swanson I*, 2018 IL App (2d) 180257-U, ¶¶ 45-50. Jason may not relitigate that issue in this appeal. See *Radwill v. Manor Care of Westmont, IL, LLC*, 2013 IL App (2d) 120957, ¶ 8 (" 'Questions of law that are decided [in] a previous appeal are binding on the trial court on remand as well as on the appellate court in subsequent appeals.' " (quoting *Long v. Elborno*, 397 Ill. App. 3d 982, 989 (2010))). With respect to Jason's contention that Melinda failed to list child support or food-stamp benefits in her financial affidavit, Jason did not bring those purported deficiencies to the court's attention at the May 25, 2018, hearing. He has thus forfeited his arguments on these points. See *In re Marriage of Schneeweis*, 2016 IL App (2d) 140147, ¶ 46 ("A party may not raise on appeal arguments never raised in the trial court.").

Jason also explicitly waived his right to an evidentiary hearing, voluntarily forgoing his opportunity to cross-examine Melinda regarding her financial affidavit.

¶ 32 Jason further argues that he cannot comply with the court's order, and he says that he will inevitably be held in contempt of court. He adds that the timeline for payment was unreasonable and arbitrary. Apart from what we have already said about the parties' respective financial positions and prospects for the future, we have no way of predicting whether Jason will ultimately be held in contempt of court. The trial court said that, if Melinda sought to hold Jason in contempt, the court would entertain Jason's arguments about having "zero money to pay his other court-ordered obligations." As for the deadlines for contribution, Jason never proposed any alternative deadlines or asked the court for more time to comply with the order.

¶ 33 Jason next complains that Melinda's counsel failed to prove that the fees were reasonable and necessary. Jason even suggests that it was unnecessary for Melinda to procure counsel to defend herself against Jason's appeal in *Swanson I*. Aside from the fact that this is the first time Jason questions the reasonableness of Melinda's fees, the record shows that Melinda's counsel charged her only $150 per hour for trial proceedings and a flat fee of $3500 for the appeal. Melinda's counsel represented to the court that his rate was below the prevailing rate in the community.

¶ 34 Jason finally objects to the court's order on three procedural grounds. He asserts that (1) Melinda violated section 501(a)(1) of the Act (750 ILCS 5/501(a)(1) (West 2016)) by failing to provide certain documentation to support her financial affidavit; (2) Melinda's attorney failed to submit the detailed billing information required by 23rd Judicial Circuit Court Rule 5.65(a) (Dec. 3, 2012);[3] and (3) the court failed to review Melinda's counsel's engagement agreement, in

[3] Although Jason refers to a rule 5.56 in his brief, he quotes from rule 5.65.

violation of section 508(c)(3) of the Act (750 ILCS 5/508(c)(3) (West 2016)). Jason did not raise these arguments either in his answers to Melinda's petitions or during the May 25, 2018, hearing. Jason has thus forfeited his contentions, and we need not consider them. See *Schneeweis*, 2016 IL App (2d) 140147, ¶ 46. At any rate, Jason is in no position to dispute the sufficiency of the documentation that Melinda or her counsel provided to the court, given that Jason objected to holding an evidentiary hearing on the petitions. See *McMath v. Katholi*, 191 Ill. 2d 251, 255 (2000) ("A party cannot complain of error which he induced the court to make or to which he consented.").

¶ 35 Although the court did not abuse its discretion, we note that there is an error on the face of the June 1, 2018, order that affects the amount that Jason was required to contribute toward Melinda's trial fees. In her March 20, 2018, petition, Melinda's counsel represented that Melinda owed him attorney fees for trial work in the amount of $6728.84. At the hearing on May 25, 2018, Melinda's counsel told the court that, after correcting some "billing rate errors," the actual amount outstanding was $6578.84. When the court made its ruling on the record on June 1, 2018, the court said that "Melinda is ordered to pay 20 percent of her attorneys' fees, [and] Jason is ordered to pay the remaining balance." Based on that oral ruling, and in light of Melinda's counsel's updated representation as to the amount of fees outstanding, Jason would have been required to contribute $5263.07 toward Melinda's trial fees. The written order that was entered that day, however, stated that "Jason Swanson shall pay 80% of $6728.84 = $5383.07." Although the parties do not address this discrepancy in their briefs, pursuant to Supreme Court Rule 366(a)(5) (eff. Feb. 1, 1994), we exercise our authority and discretion to correct this error. The court's June 1, 2018, order is hereby modified to provide that Jason's

contribution obligation with respect to Melinda's trial fees shall be "80% of $6578.84 = $5263.07." All remaining portions of the order remain in effect.

¶ 36 III. CONCLUSION

¶ 37 For the reasons stated, we affirm the court's judgment but, pursuant to our authority under Rule 366(a)(5), we modify the judgment to reflect that Jason's contribution obligation with respect to Melinda's trial fees shall be "80% of $6578.84 = $5263.07."

¶ 38 Affirmed as modified.