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2020 IL App (5th) 190365-U

NO. 5-19-0365

IN THE

APPELLATE COURT OF ILLINOIS

FIFTH DISTRICT

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).

<i>In re</i> MARRIAGE OF GEORGETTE LOUBNAN,)	Appeal from the
)	Circuit Court of
Petitioner-Appellee,)	Williamson County.
)	
and)	No. 15-D-4
)	
LABIB EL KAHWAJI,)	Honorable
)	Brian D. Lewis,
Respondent-Appellant.)	Judge, presiding.

JUSTICE OVERSTREET delivered the judgment of the court.
Presiding Justice Welch and Justice Wharton concurred in the judgment.

ORDER

¶ 1 *Held:* The circuit court’s judgment is affirmed where the court did not abuse its discretion in dividing the parties’ marital property and awarding the petitioner temporary maintenance and its rulings allocating the parties’ parental responsibilities, granting the petitioner’s request to relocate, classifying the Arizona home that was purchased during the marriage as marital property, and finding that the respondent had dissipated marital assets are not against the manifest weight of the evidence.

¶ 2 The parties, Georgette Loubnan and Labib El Kahwaji, were married in September 2010. In January 2015, Georgette moved out of the marital home with the parties’ only child, Sophie, and filed a petition for dissolution of marriage in the circuit court of Williamson County. In April 2019, the circuit court entered a judgment order dissolving

the parties' marriage. In July 2019, the circuit court entered an order establishing a final parenting plan. On appeal, Labib challenges the propriety of the court's orders in multiple respects. For the reasons that follow, we affirm.

¶ 3

I. BACKGROUND

¶ 4 The parties are both naturalized American citizens from the Middle East. Labib was born in Jordan in 1977 and graduated medical school in Jordan in 2002. In 2008, after completing a residency in Lebanon and practicing nephrology in France for two years, he immigrated to the United States and began a hospital residency in Newark, New Jersey.

¶ 5 Georgette was born in Lebanon in 1984. In 2002, she immigrated to the United States to attend Cornell University in New York. In 2008, she graduated from Cornell with a master's degree in biological engineering. She then moved to California, where she worked for an information technology (IT) consulting firm.

¶ 6 In January 2010, the parties met online through an Arabic dating website. In February 2010, Georgette flew to New Jersey to visit Labib, and in March 2010, he flew to California to visit her. By June 2010, they were engaged, and in August 2010, Georgette quit her IT job in California.

¶ 7 In September 2010, the parties were married in Lebanon. After honeymooning in Jordan, they returned to the United States and lived in New Jersey. While Labib finished his residency in Newark, Georgette remotely worked on projects for two IT consulting firms. Although Georgette generally worked from home, the projects required her to occasionally travel. Georgette used most of the money that she earned working on the

projects to pay off her \$70,000 student loans and the \$20,000 that she owed on her car. She later testified that Labib had told her that paying off the debts would ensure that their marriage would “start on a strong foundation.”

¶ 8 After Labib completed his residency in Newark, he was offered a three-year contract position as a hospitalist for Southern Illinois Healthcare (SIH) in Carbondale. He formally accepted the offer in July 2011, and the parties moved to Illinois and rented a house in Marion. From July 2011 through April 2012, Georgette continued working on her IT projects before deciding that she no longer wanted to travel because she was pregnant with Sophie. In October 2011, Labib sent Georgette an email warning her that if her “mean attitude and lack of respect” continued, then the “quick and smooth” solution would be a divorce.

¶ 9 In September 2012, Sophie was born. Georgette subsequently stayed home and cared for Sophie for a year before accepting a position with SIH as a business intelligence manager.

¶ 10 In November 2012, Labib purchased a house in Gilbert, Arizona. On December 15, 2012, Georgette signed a notarized disclaimer deed purporting to relinquish her interest in the Arizona property. The record indicates that the deed was recorded in Maricopa County, Arizona on December 21, 2012. On December 25, 2012, Labib sent Georgette an email complaining about her physical appearance and the dress she had chosen to wear at a recent social event.

¶ 11 In 2013, the parties took Sophie on several trips throughout the United States, many of which coincided with professional certification conferences that Georgette

attended. In June 2013, the family traveled to Lebanon, and Sophie was baptized in the church where the parties were married. During the trips that the family took in 2013, pictures depicting the parties as happy were taken as souvenirs.

¶ 12 On August 3, 2013, Labib sent Georgette another email in which he again admonished her about her attitude and again referenced a divorce. In October 2013, Georgette began working for SIH, and Sophie began attending daycare.

¶ 13 In May 2014, the parties purchased the marital home in Herrin, but they also exchanged heated emails discussing divorcing or separating. In June 2014, Georgette met with a divorce attorney in Marion. The parties then traveled to Jordan to attend the wedding of one of Labib's cousins. After the wedding, the parties proceeded to Lebanon to visit Georgette's family. During the trip to Jordan and Lebanon, pictures depicting the parties as happy were taken.

¶ 14 In July 2014, Georgette and Sophie stayed in Lebanon, and Labib returned to Illinois and renewed his contract with SIH for another three years. While Georgette and Sophie were in Lebanon, Labib sent Georgette text messages suggesting that she stay there and tell her family that the parties were going to divorce.

¶ 15 In August 2014, Georgette and Sophie returned to Illinois, and Georgette consulted with a second divorce attorney. In September 2014, Georgette's mother and one of Georgette's sisters visited the parties and stayed at the marital home for approximately a week before traveling to Cincinnati. In October 2014, Georgette's mother visited again and stayed for another week before returning to Lebanon. In November 2014, Georgette's sister did the same.

¶ 16 On November 24, 2014, Labib transferred \$50,000 to his father's bank account in Canada. On December 1, 2014, Labib transferred \$75,000 to the same account. In December 2014, another of Georgette's sisters visited from Lebanon and stayed until January 6, 2015.

¶ 17 On January 1, 2015, the parties traveled to Nashville, Tennessee, with Sophie, Georgette's sister, and the family of another physician from SIH. They returned to Illinois on January 4, 2015. Consistent with their previous trips, pictures depicting the parties as happy were taken as souvenirs.

¶ 18 On January 6, 2015, Georgette left the marital home with Sophie, filed her petition for dissolution of marriage, and drove her sister to Lambert International Airport in St. Louis. After spending the night at a hotel, Georgette and Sophie moved in with the owner of Sophie's daycare. Georgette and Sophie resided with the owner for approximately a month before moving into a rental house in Carterville. On January 6, 2015, Labib transferred ownership of the Arizona property to his parents for \$10.

¶ 19 On January 9, 2015, Labib was served with Georgette's petition for dissolution while he was at work. He also transferred \$62,000 to his father's bank account in Canada. On January 13, 2015, Labib transferred an additional \$94,000 to the account.

¶ 20 On January 15, 2015, the circuit court ordered the parties to engage in mediation. On January 26, 2015, Labib filed a counterpetition for dissolution of marriage. On January 28, 2015, the circuit court entered an agreed order granting Labib parenting time with Sophie pursuant to a temporary parenting-time schedule.

¶ 21 In February 2015, Georgette returned to the marital home with a group of acquaintances and collected various items of personal and household property while Labib was present. The parties also filed a stipulation stating that irreconcilable differences had caused an irretrievable breakdown of the marriage and that future attempts to reconcile would be futile. The stipulation further stated that the parties had been living separate and apart as husband and wife for more than six months.

¶ 22 In April 2015, following a hearing, the circuit court entered an agreed order establishing a second temporary parenting-time schedule. The representations made at the hearing established that Georgette worked 8-hour day shifts Mondays through Fridays, that Sophie attended daycare in Carterville while Georgette was at work, and that Labib worked 12-hour shifts from 7 p.m. to 7 a.m. on a 7-day-on, 7-day-off rotational basis. The parties generally agreed that Labib would have custody of Sophie for extended weekends on his weeks off, that Sophie would remain in daycare Mondays through Fridays, and that the parties' custody exchanges would take place at the Dairy Queen in Carterville.

¶ 23 In May 2015, Georgette filed a verified petition for an order of protection and a motion to modify the parties' parenting-time schedule. Georgette's verified petition alleged that at the parties' previous custody exchange at the Carterville Dairy Queen, Labib had physically assaulted her in Sophie's presence before speeding away with Sophie in his car. The petition noted that as a result, Labib had subsequently been charged with misdemeanor domestic battery.

¶ 24 At the June 2015 hearing on Georgette’s petition for an order of protection, Labib disputed her account of the incident at the Dairy Queen and contended that she had assaulted him. He admitted, however, that the encounter had resulted in his arrest. Georgette testified that she had primarily been concerned for Sophie’s safety during the incident. Georgette further indicated that Labib had physically, mentally, and verbally abused her throughout their marriage and that she did not want Sophie to be raised in a hostile environment.

¶ 25 At the conclusion of the hearing, the circuit court admonished Labib that the behavior he had exhibited at the Dairy Queen was “not acceptable” and would not be “condoned or tolerated.” The court subsequently entered a mutual no-contact order prohibiting all communications between the parties other than those necessary for custody exchanges, emergencies, or court-related matters. The court continued the existing parenting-time schedule but ordered that all future custody exchanges take place at the Carterville police department.

¶ 26 From August 2015 through August 2017, the parties engaged in extensive discovery. In November 2016, Georgette gave notice that she would be raising claims that Labib had dissipated marital assets. The dissipated assets that Georgette identified included the money that Labib transferred to his father’s Canadian bank account from November 24, 2014, through January 13, 2015, and the Arizona property that he transferred to his parents on January 6, 2015.

¶ 27 In September 2017, Georgette filed a notice of her intent to relocate for employment purposes. In October 2017, Georgette filed a second notice of her intent to

relocate, advising that she had recently found employment at Barnes Jewish Hospital in St. Louis. In November 2017, the circuit court ordered the parties to mediate the issue of Georgette's intent to move. In December 2017, the mediator reported that the parties had reached a partial agreement as to the allocation of parental responsibilities and parenting time but not as to Georgette's relocation.

¶ 28 On January 26, 2018, January 28, 2018, and February 21, 2018, the circuit court held a hearing on the issues of the allocation of parties' parental responsibilities and Georgette's intent to relocate. On September 9, 2018, and September 25, 2018, the court held a hearing on the parties' financial matters. The record indicates that the trial on the issues was bifurcated due to the unavailability of one of Georgette's attorneys for the January and February settings. Collectively, the evidence adduced at both hearings included the following.

¶ 29 Georgette testified that after the parties' wedding, Labib became controlling and abusive and had remained so during the course of their marriage. Georgette testified that she eventually "broke" and ultimately "ran away" with Sophie. Georgette detailed numerous examples of the abusive behavior that led to her decision to leave.

¶ 30 Georgette testified that Labib had managed his own finances during the marriage, and she did not know how many bank accounts he had. Georgette testified that Labib had not allowed her to spend money during the marriage without his approval or supervision. Acknowledging that Labib made all the marital house payments, Georgette indicated that she had used her earnings and her own bank account to buy the groceries and household items that were needed. Georgette testified that her family had been assisting her

financially since the parties' separation and that she was still paying off various debts such as credit card bills.

¶ 31 Georgette testified that when Labib signed his initial contract with SIH in 2011, he had promised her that they would move to California or Arizona when the contract expired. She explained, however, that during the final year of his initial contract, Labib had a gross income of over \$500,000, and he wanted to stay for the money. Georgette testified that Labib's decision to renew his contract in July 2014 had been made unilaterally and that he had also chosen the marital home, which she did not particularly like.

¶ 32 Georgette testified that in December 2012, Labib had essentially forced her to sign the disclaimer deed to the Arizona property without letting her read it. She explained that Labib had also told her that the deed was associated with the loan that he had obtained to purchase the Arizona home. Acknowledging that the deed had been executed in the presence of a notary, Georgette indicated that she had not insisted on reading the document before signing it because she had not wanted to "make a scene." Georgette stated that she would not have voluntarily relinquished her interest in the Arizona property because it would have been a "stupid" thing to do.

¶ 33 Georgette testified that she had hoped that the parties' marriage would improve after Sophie's birth, but it worsened after Labib opted to renew his contract with SIH. Georgette testified that instances of physical and verbal abuse had occurred in Sophie's presence and that Sophie was "scared of the situation." Georgette acknowledged that shortly after filing her petition for dissolution, she had recorded a video of her and Sophie

talking about some of the “bad things” Labib had done. Georgette acknowledged that she had not reported any of Labib’s abuse prior to the incident at the Dairy Queen, explaining that she had wanted to protect his career and reputation.

¶ 34 Georgette testified that Labib had been extremely abusive during the trip that the parties took to Jordan in June 2014, which she described as “the worst trip of [her] life.” Georgette testified that during the Nashville trip that the family took in January 2015, Labib had screamed at her in public and in front of her sister. Georgette also testified that she, her sister, Labib, and Sophie had all stayed in the same hotel room.

¶ 35 When confronted with the various pictures depicting the parties as happy, Georgette indicated that she had smiled for the sake of appearances and had “played family” for Sophie’s sake. Georgette indicated that given the extent to which she and Labib had argued and discussed divorcing, he could have never gotten the false impression that things were well between them in 2014 or 2015. Georgette further indicated that Labib knew that she had spoken with a divorce attorney in June 2014. Georgette testified that Labib had previously told her that no matter what he did to her, he would never allow her to divorce him.

¶ 36 Georgette stated that in July 2014, after Labib sent her the text messages suggesting that she stay in Lebanon and tell her family that the parties were going to divorce, she had advised her parents of the situation and had asked her father for permission to obtain a divorce. Georgette explained that her father had denied her request at the time but that she was still committed to dissolving the parties’ marriage. Georgette further indicated that when her mother and sisters visited from September 2014 through

December 2014 and saw firsthand how she was being treated, they agreed that she should “get out of the marriage.” They then “reported back” to Georgette’s father, and he subsequently granted her permission to divorce Labib.

¶ 37 Georgette indicated that in October and November of 2014, she and Labib had discussions during which she had advised him that the marriage was “over.” She further testified that the day before she left the marital home with Sophie, she had advised Labib that she was leaving and would be filing for divorce the next day. Georgette indicated that she filed her petition for dissolution because she did not want Sophie raised in a hostile environment.

¶ 38 Georgette testified that she still lived in Carterville and that she quit her job at SIH in November 2016 because her work environment turned “toxic” after she filed her dissolution petition. She stated that Labib had slandered her at work and had made unfounded complaints against her. As a result, the physicians and nurses she had previously associated with had stopped talking to her, and she was constantly in her manager’s office defending herself. When Georgette left SIH, she was given severance pay and was told that she could no longer enter the building.

¶ 39 In February 2017, Georgette accepted a contract position as an IT project manager with a bank in Effingham. The job required her to commute four hours a day during the week and ended in September 2017, when her contract ended. Georgette testified that she had subsequently tried to find IT work close to Carterville but had been unable to find any. She also presented evidence that she had interviewed for two suitable positions in Cape Girardeau, Missouri, but that neither interview had led to a job offer. Georgette

indicated that working in Cape Girardeau would have been ideal because the commute time to and from Carterville would have been reasonable.

¶ 40 In October 2017, Georgette began working for Barnes Jewish Hospital in St. Louis as its data governance consultant. Georgette testified that the position paid approximately \$91,000 per year and required her to commute up to five hours a day depending on traffic and road construction. Georgette indicated that she wanted to relocate to the St. Louis area because the commute and the associated costs were becoming exhausting and unbearable. Georgette testified that since her separation from Labib, she had obtained an online doctorate degree in business administration and managing engineering and technology, which was relevant to her job at Barnes. Georgette acknowledged that she did not have an established support network in St. Louis, but she stated that she was making friends and contacts through work and church and that her family visited her frequently and stayed for months at a time.

¶ 41 Georgette testified that she had primarily been responsible for taking care of Sophie since the child's birth. Georgette opined that she and Sophie had a relationship that was stronger than Sophie's relationship with Labib. Georgette believed that Labib gave Sophie little one-on-one time, as he generally used his parenting time to socialize with other families with children. Georgette indicated that Sophie sometimes returned from visits with Labib with a negative attitude that took several days to readjust.

¶ 42 Georgette testified that she wanted Sophie to have a positive relationship with Labib and that she encouraged Sophie to love, respect, and interact with him. Georgette wanted Sophie to have a "normal childhood" with both parents actively involved.

Georgette testified that she wanted to proceed in a manner that would avoid unnecessary conflicts and disagreements in the future. Georgette expressed concerns about Labib's inability to control his anger around Sophie, and she stated that she wanted him to continue the counseling he had been ordered to attend following the incident at the Dairy Queen.

¶ 43 Georgette indicated that she wanted Sophie to maintain a stable routine and not have to constantly “flip-flop” between houses. Georgette indicated that the custody arrangement that had been in place since April 2015 had been working well and that she wanted it to continue with summers, holidays, and breaks divided according to Labib's work schedule. Georgette indicated that she would be willing to give Labib additional parenting time when Sophie's schedule permitted.

¶ 44 Georgette indicated that she would feel more comfortable if Sophie were not allowed to leave the United States until she was at least 15 years old. With respect to Sophie's passport, Georgette stated that she was “going to play the mommy's card” and would either like to hold the passport or have it held by a third party. Georgette presented witnesses who testified that she was a devoted mother who was loving, caring, and organized.

¶ 45 Labib likewise presented witnesses who testified that he was a devoted and loving father. Labib also presented witnesses who testified that they would be willing to babysit Sophie whenever he needed them to do so.

¶ 46 Witnesses who helped Georgette collect her personal property from the marital home in February 2015 testified that the atmosphere had been tense, and one of them

stated that Labib had “actually grabbed [his] left shoulder.” Witnesses who testified on Labib’s behalf indicated that he was a very caring and competent physician.

¶ 47 Labib testified that he was still residing in the marital home in Herrin and was still working as a hospitalist for SIH. From 2014 through 2017, Labib’s average gross income was approximately \$437,000 per year. Labib testified that although he and Georgette originally intended to move to Arizona or California after his initial contract with SIH expired, they had mutually decided that he would renew his contract in 2014. Labib also stated that they had “definitely” chosen the marital home together after deciding to stay in southern Illinois.

¶ 48 Labib testified that after he and Georgette were married, they kept separate finances and were “separate financial entities.” Labib claimed that Georgette signed the disclaimer deed to the house that he purchased in Arizona after they had mutually decided that she did not need an interest in the property. Labib testified that he had since paid off the mortgage on the Arizona property.

¶ 49 Labib acknowledged that he transferred the Arizona property to his parents on January 6, 2015, for \$10. He further acknowledged that from November 2014 through January 2015, he transferred a total of \$281,000 to his father’s bank account in Canada. Labib testified that the transfers of the property and money were repayments for loans that his father had given him over the years.

¶ 50 Labib indicated that although he and Georgette had experienced difficulties throughout the course of their marriage, the marriage had generally been a “happy time all the time.” Labib explained that although he and Georgette had had numerous

arguments during which divorcing or separating had been discussed, he had viewed the discussions as mere threats that they had made to one another. Labib indicated that he could not recall telling Georgette that she should stay in Lebanon and tell her family that the parties were going to divorce but that if he had said it, he had not meant it. Labib acknowledged that Georgette had previously advised him that she was going to see a divorce attorney and file for divorce, but he did not believe that she would go through with it. Labib testified that he had never considered a divorce as a real possibility and that he was “shocked” when he was served with Georgette’s petition for dissolution on January 9, 2015. Describing the Nashville trip that the family took the week before as “nice,” Labib indicated that he and Georgette had been getting along well in the months preceding the filing of her petition.

¶ 51 Labib testified that he believed that it was in Sophie’s best interest that she remain in southern Illinois near her friends and support group. Labib indicated that he wanted to be able to see Sophie every day. Labib opined that since filing for divorce, Georgette had been trying to alienate him from Sophie. He further opined that the parties should divide Sophie’s parenting time equally so that he would have custody during his off-weeks. Labib acknowledged that caring for Sophie on a daily basis would be much different than caring for her on extended weekends.

¶ 52 Labib testified that although he and Sophie generally spent time with other families during his parenting time, they often spent time together at home. Labib acknowledged that he had once stated that he did not necessarily like to do things alone with Sophie, but he explained that what he meant was that he feared that Georgette might

falsely accuse him of physically or sexually abusing Sophie if no one else were around. Labib indicated that he hoped that once the divorce proceedings concluded, he would no longer feel threatened by Georgette, and he could “live just a normal life with [his] daughter.” Labib acknowledged that the parties’ custody exchanges at the Carterville police department had gone well and without incident.

¶ 53 In February 2018, the parties submitted written closing arguments on the parenting issues, and in November 2018, they presented written closing arguments on the financial issues. With respect to the former, Georgette argued that she should be granted the majority of the parenting time and that she and Sophie should be allowed to relocate to the St. Louis area. Arguing for equal parenting time, Labib suggested that Georgette was using “the St. Louis move as a steppingstone to removing the child much further away.”

¶ 54 With respect to the financial issues, Georgette argued that in addition to child support and 10 months of maintenance, she should be given a cash award of approximately \$574,000, which included half the value of the Arizona property, half the money that Labib transferred to his father from November 2014 through January 2015, and half the value of the marital bank accounts. In Labib’s closing argument, he denied Georgette’s dissipation claims with respect to the Arizona property and the monetary transfers that he made to his father prior to January 6, 2015. With respect to the former, Labib contended that Georgette had gifted him her interest in the Arizona property and that he no longer owned it. Labib argued that Georgette should receive a cash award of approximately \$330,000, which included half the value of the marital home and bank accounts. Labib further argued that Georgette should not be awarded any maintenance

given that the balances of the accounts had significantly increased since the parties' separation.

¶ 55 In April 2018, the circuit court entered an order denying Georgette's request to relocate to St. Louis "at this time." The court deferred ruling on the remaining parenting issues. When denying Georgette's request to relocate, the circuit court relied on facts that it later acknowledged were not in evidence and "made suppositions" as to Georgette's "future actions" that it later acknowledged should not have been made. In May 2018, Georgette filed a motion to reconsider her request to relocate, which the court held in abeyance until January 2019.

¶ 56 In January 2019, the circuit court entered an order on the parties' financial issues and Georgette's motion to reconsider her request to relocate. Finding that the money Labib transferred to his father from November 2014 through January 2015 had been conveyed with the intent to prevent its equitable division as marital property, the court awarded Georgette half of the \$281,000 that had been transferred during that time. Concluding that Labib's transfer of the Arizona property to his parents in January 2015 was part of the same "overall scheme," the court likewise awarded Georgette half of the Arizona property's fair-market value. The court rejected Labib's claim that the transfers of the property and money were repayments to his father for previous loans, finding that the claim was not credible and that the transfers were fraudulent. The court further found that Georgette had not voluntarily relinquished her interest in the Arizona property when she signed the disclaimer deed and that she had never intended to gift her interest to Labib. The court determined that the Arizona home's fair-market value was \$260,000.

¶ 57 When distributing the remainder of the marital estate, the circuit court awarded Georgette half the value of the marital home and half the value of the parties' banking and retirement accounts, minus one half the value of her retirement account. The court ordered Labib to pay child support and temporary maintenance pursuant to the statutory guidelines. The court ruled that the parties would assume responsibility for their own debts incurred since the separation and that each would pay their own attorney fees. The court instructed Labib's attorney to prepare a judgment order on the financial issues.

¶ 58 With respect to the parenting issues, the circuit court granted Georgette's request that she be allowed to relocate with Sophie to the St. Louis area and ordered Georgette's attorney to prepare a judgment order reflecting Georgette's proposed allocation of parenting time and responsibilities. As previously indicated, the court acknowledged that when previously denying Georgette's request to relocate, it had considered facts that were not in evidence and made suppositions regarding Georgette's "future actions" that should not have been made. The court further indicated that after "having heard significantly more evidence and testimony," it had been "better able to judge" the parties' credibility.

¶ 59 In April 2019, the circuit court entered a final judgment for dissolution of marriage incorporating the property division set forth in its previous order. Pursuant to the final judgment, Labib was ordered to pay Georgette a one-time cash award of \$497,152.64. Labib was further ordered to pay \$1068 per month in child support and for 10.24 months, \$4000 per month in maintenance.

¶ 60 In July 2019, the circuit court entered an order establishing a final parenting plan. The plan gave both parties the significant decision-making authority as to Sophie’s health and gave Georgette the authority as to Sophie’s education, religion, and extracurricular activities. Georgette was made Sophie’s primary custodian, and Labib was awarded parenting time every other weekend with additional Fridays and Mondays on weekends when Sophie is not in school. Parenting time on Sophie’s holidays and breaks was divided as previously agreed to by the parties. Custody exchanges were ordered to take place in Washington County. The parties were ordered to mediate any future issues that might arise with respect to the parenting plan. The plan specifically prohibited Sophie from traveling outside of the United States until age 16 and designated Georgette as the holder of Sophie’s passport. In August 2019, Labib filed a timely notice of appeal.

¶ 61

II. DISCUSSION

¶ 62 As previously indicated, Labib challenges the propriety of the circuit court’s judgment orders in several respects. He argues that the circuit court failed to consider all relevant factors when distributing the parties’ assets and awarding maintenance, that the court should not have awarded Georgette half the value of the Arizona property, and that the court erred in finding that the money that he transferred to his father in November 2014 and December 2014 constituted dissipated marital assets. He further contends that the circuit court should not have granted Georgette’s request to relocate and erred in allocating the parties’ parental responsibilities and parenting time. Having thoroughly reviewed the record on appeal, we reject all of these claims.

¶ 63

A. Financial Issues

¶ 64

1. Classification of the Arizona Property

¶ 65 Labib purchased the Arizona property in November 2012. The notarized disclaimer deed through which Georgette purportedly gifted him her interest in the property was executed and recorded in December 2012. Finding that the disclaimer deed was invalid and that Georgette had not voluntarily relinquished her interest in the property, the circuit court classified the Arizona property as marital property and accordingly awarded Georgette half its fair-market value. On appeal, Labib insists that Georgette gifted him her interest in the property and that the circuit court erred in concluding otherwise. We disagree.

¶ 66 There is a rebuttable presumption that all property acquired by either spouse after the marriage and before a judgment of dissolution is marital property regardless of how title is held. 750 ILCS 5/503(b)(1) (West 2018). This presumption can be overcome by a showing through clear and convincing evidence that the property was acquired as a gift. *Id.* § 503(a)(1), (b)(1). A party claiming that property is nonmarital bears the burden of proof, and any doubts as to the nature of the property are resolved in favor of finding that the property is marital. *In re Marriage of Schmitt*, 391 Ill. App. 3d 1010, 1017 (2009). The circuit court's classification of property as marital or nonmarital will not be disturbed on appeal unless it is against the manifest weight of the evidence. *Id.*

¶ 67 There is also a rebuttable presumption that the recording of a notarized deed effectively passes the grantor's interests in the subject property to the grantee. *In re Estate of Kaminski*, 200 Ill. App. 3d 309, 312 (1990). A party seeking to rebut that

presumption on the grounds that the deed was procured through duress or undue influence must prove those grounds by clear and convincing evidence. *Heller v. Jonathan Investments, Inc.*, 113 Ill. 2d 60, 72 (1986). The undue influence necessary to void a facially valid deed must be connected to the deed's execution and be of such character that it deprived the grantor of his or her free agency. *Kasbohm v. Miller*, 366 Ill. 484, 497 (1937); *Udstuen v. Illk*, 291 Ill. 443, 448 (1920). "Undue influence means wrongful influence, which makes the grantor express the will of another, and not his own." *Udstuen*, 291 Ill. at 448. The circuit court's finding as to the existence of undue influence will not be reversed unless the finding is against the manifest weight of the evidence. *Sterling v. Dubin*, 6 Ill. 2d 64, 74 (1955).

¶ 68 A finding is against the manifest weight of the evidence only if the opposite conclusion is clearly evident or if the finding itself is arbitrary, unreasonable, or not based on the evidence presented. *Best v. Best*, 223 Ill. 2d 342, 350 (2006). "This deferential standard of review is grounded in the reality that the circuit court is in a superior position to observe the demeanor of the witnesses, determine and weigh their credibility, and resolve conflicts in their testimony." *In re Marriage of Baumgartner*, 237 Ill. 2d 468, 486-87 (2010). "In determining whether a judgment is contrary to the manifest weight of the evidence, the reviewing court views the evidence in the light most favorable to the appellee." *In re Marriage of Bates*, 212 Ill. 2d 489, 516 (2004). "Where the evidence permits multiple reasonable inferences, the reviewing court will accept those inferences that support the court's order." *Id.*

¶ 69 Here, the circuit court was presented with starkly different accounts of the circumstances surrounding the execution of Georgette’s disclaimer deed to the Arizona property. Labib claimed that Georgette had voluntarily signed the deed after they mutually decided that she did not need an interest in the property. Georgette indicated that Labib had essentially forced her to sign the document in the presence of the notary without first letting her read it. Georgette explained that she had not insisted on reading the deed because she had not wanted to “make a scene” in front of the notary. She further stated that Labib had told her that the deed was associated with the mortgage he obtained to purchase the Arizona home. Georgette testified that voluntarily relinquishing her interest in the Arizona property would have been “stupid.”

¶ 70 In finding that Georgette had not gifted her interest in the Arizona property to Labib, the circuit court obviously found that Georgette’s testimony regarding the execution of the disclaimer deed was credible and that Labib’s was not. “It has been held that the evidence most relevant in determining donative intent is the donor’s own testimony” (*In re Marriage of Simmons*, 221 Ill. App. 3d 89, 92 (1991)), and crediting Georgette’s testimony, the deed represented an expression of Labib’s will, not hers. Consequently, the circuit court’s findings that Georgette had proven that the deed was invalid on grounds of undue influence and that Labib had failed to prove that Georgette had gifted him her interest in the property are not against the manifest weight of the evidence.

¶ 71 Labib alternatively argues that because he conveyed the Arizona property to his parents in January 2015, the property was not marital property when the circuit court

awarded Georgette half its value. This argument ignores, among other things, the circuit court's finding that Labib's conveyance of the property was fraudulent and part of an overall scheme to dissipate marital assets. Moreover, given that the disclaimer deed was void, Labib could not have validly conveyed Georgette's interest in the marital property under the circumstances. See *City of Alton v. Fischback*, 181 Ill. 396, 399 (1899) (noting that "a person can convey or donate no more or greater title than he holds" (internal quotation marks omitted)).

¶ 72 2. Dissipation of Marital Assets

¶ 73 From November 2014 through January 2015, Labib transferred a total of \$281,000 to his father's bank account in Canada: \$50,000 on November 24, 2014; \$75,000 on December 1, 2014; \$62,000 on January 9, 2015; and \$94,000 on January 13, 2015. On January 6, 2015, Georgette filed her dissolution petition, and Labib transferred the Arizona property to his parents for \$10. When adjudicating Georgette's dissipation claims, the circuit court awarded her \$140,500 of the \$281,000 and half the value of the Arizona home. The court thus implicitly determined that the irreconcilable breakdown of the parties' marriage commenced no later than November 24, 2014.

¶ 74 On appeal, referencing the evidence that the parties had travelled and appeared happy together as late as January 4, 2015, Labib suggests that the circuit court should have concluded that the irreconcilable breakdown of the parties' marriage did not commence until January 6, 2015, when Georgette left the marital home and filed her dissolution petition. Labib thus suggests that Georgette should not have been awarded half of the \$125,000 that he transferred to his father prior to that date. By suggesting that

the transfers made prior to January 6, 2015, should be viewed in isolation, however, Labib ignores the circuit court's findings that all of the transfers in question were part of an overall scheme to dissipate marital assets and that Labib's claim that the transfers represented repayments to his father was not credible. Moreover, the evidence before the court demonstrated that although Georgette did not leave the marital home and file her dissolution petition until January 2015, the parties' marriage began undergoing an irreconcilable breakdown long before then.

¶ 75 “Dissipation is the use of marital assets for the benefit of one spouse for purposes unrelated to the marriage while the marriage is undergoing an irreconcilable breakdown.” *In re Marriage of Hamilton*, 2019 IL App (5th) 170295, ¶ 78; see also *In re Marriage of Tietz*, 238 Ill. App. 3d 965, 983 (1992). The time frame for calculating dissipation thus begins when the marriage begins to undergo an irreconcilable breakdown, not from the time the breakdown is complete. *Hamilton*, 2019 IL App (5th) 170295, ¶ 86. Dissipation can therefore be found from conduct occurring prior to the parties' separation or prior to the filing of a dissolution petition. *Id.*

¶ 76 To prevail on a dissipation claim, the party alleging dissipation must initially make a *prima facie* showing that dissipation has occurred. *Id.* ¶ 78. Once that showing is made, the burden shifts to the party charged with dissipation to show, by clear and specific evidence, how the funds were spent. *Id.* Whether to accept or reject the charged party's explanation as to how the funds were spent requires the circuit court to evaluate the party's credibility. *Tietz*, 238 Ill. App. 3d at 983-84. Because dissipation is a fact-specific inquiry, the circuit court's findings on a dissipation claim will not be reversed unless they

are against the manifest weight of the evidence. *Hamilton*, 2019 IL App (5th) 170295, ¶ 79.

¶ 77 Here, Georgette indicated that the parties' marriage began to significantly deteriorate after Labib unilaterally decided to renew his contract in 2014. In May 2014, the parties exchanged heated emails discussing divorcing or separating, and in June 2014, Georgette spoke with a divorce attorney. Georgette testified Labib knew that she had consulted with an attorney and that he had been extremely abusive during the trip that the family subsequently took to Jordan.

¶ 78 In July 2014, Labib suggested that Georgette and Sophie remain in Lebanon and advise Georgette's family that the parties were going to divorce. Georgette subsequently spoke with her family about the situation and asked her father's permission to obtain a divorce. Georgette indicated that although her father had denied her permission at the time, she remained committed to dissolving the relationship.

¶ 79 In August 2014, Georgette returned to Illinois and consulted with a second divorce attorney. From September 2014 through December 2014, Georgette's mother and sisters frequently visited the marital home before advising Georgette's father that Georgette should "get out of the marriage." Georgette's father subsequently granted her permission to divorce Labib. On January 6, 2015, two days after the family returned from Nashville, Georgette left the marital home and filed her dissolution petition before dropping her sister off at the airport and spending the night at a hotel.

¶ 80 Georgette testified that during the trip to Nashville, Labib had screamed at her in public and in front of her sister. Georgette further testified that she, her sister, Labib, and

Sophie had all stayed in the same hotel room. Georgette indicated that given the extent to which she and Labib had previously argued and discussed divorcing, he could never have gotten the false impression that things were well between them. Georgette further indicated that in October and November of 2014, she and Labib had discussions during which she had advised him that the marriage was “over.” Georgette testified that the day before she “ran away” with Sophie, she had advised Labib that she was leaving and would be filing for divorce the next day. Georgette indicated that the photographs depicting the parties as happy were illusory.

¶ 81 Labib’s depiction of the parties’ marriage in 2014 and 2015 was quite different than Georgette’s. Labib suggested that none of the discussions the parties had about divorcing or separating had been serious and that if he had told Georgette to stay in Lebanon and tell her family that the parties were going to divorce, he had not meant it. Labib testified that although Georgette had advised him that she was going to consult with an attorney and file for a divorce, he did not believe that she would go through with it.

¶ 82 Labib indicated that he never believed that a divorce was a real possibility. Labib suggested that the pictures showing that the parties were happy as late as January 2015 belied any suggestion that there had ever been significant marital problems. Labib testified that he was “shocked” when he was served with Georgette’s dissolution petition on January 9, 2015. He acknowledged, however, that on January 6, 2015, he transferred the Arizona property to his parents for \$10 and that between November 24, 2014, and January 13, 2015, he transferred \$281,000 to his father’s bank account in Canada. Labib

claimed that the transfers were repayments for loans that his father had given him over the years.

¶ 83 Under the circumstances, the circuit court's implicit determination that the irreconcilable breakdown of the parties' marriage began no later than November 24, 2014, is not against the manifest weight of the evidence. Crediting Georgette's testimony, in light of the series of events that commenced after Labib unilaterally decided to renew his contract with SIH, he could not have believed that the parties' marriage was fine in the fall of 2014. Moreover, Labib began transferring funds to his father's account during the time when Georgette had advised Labib that the marriage was "over" and her mother and sister had been frequently visiting. Labib also transferred the Arizona property to his parents the same day Georgette left the marital home and filed her dissolution petition. The circuit court found that Labib's claim that the transfers of the money and property were repayments to his father was not credible and obviously found that Labib's suggestion that he was surprised by Georgette's decision to divorce him was not credible either. We note that although Georgette continued to reside in the marital home until the day she filed her dissolution petition, the circuit court could have concluded that she only did so because she had been awaiting her father's permission to divorce Labib before she "ran away." Moreover, proof that the parties' marriage was undergoing an irreconcilable breakdown did not require proof that they had stopped living in the same house. See *In re Marriage of Dowd*, 214 Ill. App. 3d 156, 158-59 (1991).

¶ 84 When a party inexplicably transfers substantial marital assets to a parent shortly before the parties' separation but after events signaling significant marital deterioration,

value of Georgette’s retirement account. Using the statutory guideline formulas (see 750 ILCS 5/504(b-1) (West 2018)), the court further ordered Labib to pay Georgette \$4000 per month in maintenance for a period of 10.24 months.

¶ 87 On appeal, in addition to his contention that the circuit court should have rejected Georgette’s dissipation claims, Labib argues that the court abused its discretion by both equally dividing the parties’ bank accounts and awarding Georgette maintenance for 10.24 months. Labib suggests that doing both resulted in an unjust and inequitable distribution of the parties’ assets given that the balances of his accounts significantly increased from the date of the parties’ separation to the date of the parties’ trial. We disagree. We further note that to the extent that Labib complains about the length of time that it took for the cause to proceed to trial, the record supports Georgette’s observation that the majority of the delay was due to Labib’s “continuing failure to complete discovery.”

¶ 88 In a dissolution proceeding, the circuit court must divide the parties’ marital property into just proportions considering all relevant factors including each party’s contribution to the acquisition of the property, the parties’ relevant economic circumstances, the amount and sources of each of the parties’ income, the value of the property assigned to each spouse, the reasonable opportunity of each spouse to acquire future capital assets and income, and whether the apportionment is in addition to a maintenance award. 750 ILCS 5/503(d) (West 2018). “Equal distribution of marital property is generally favored, unless application of the statutory factors demonstrates an

equal division would be inequitable.” *In re Marriage of Minear*, 287 Ill. App. 3d 1073, 1083 (1997).

¶ 89 Unless otherwise ordered or agreed to, the date used to value the marital estate is the date of the trial. 750 ILCS 5/503(k) (West 2018). The division of marital property is ultimately a matter within the circuit court’s sound discretion, which will not be disturbed absent an abuse of that discretion. *Hamilton*, 2019 IL App (5th) 170295, ¶ 34. “[A]n abuse of discretion occurs only where no reasonable person would take the view adopted by the court.” *In re Marriage of Hall*, 278 Ill. App. 3d 782, 785 (1996).

¶ 90 Whether to award a party maintenance is also a matter within the circuit court’s discretion. *Hamilton*, 2019 IL App (5th) 170295, ¶ 103. When determining whether a maintenance award is appropriate, the circuit court must consider all relevant factors, including the income and property of each party, the needs and realistic earning capacity of each party, any contributions or services made by the party seeking maintenance to the education, career, and career potential of the other spouse, and 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 employment or career opportunities due to the marriage. 750 ILCS 5/504(a) (West 2018). If the court determines that a maintenance award is warranted, the duration and amount of the award are calculated using the statutory guideline formulas unless the court makes a specific finding that there is a reason to depart from the guidelines. See 750 ILCS 5/504(b-1), (b-2) (West 2018); see also *In re Marriage of Harms*, 2018 IL App (5th) 160472, ¶ 1.

¶ 91 Here, Labib essentially argues that by dividing the marital estate equally, the circuit court failed to adequately consider that his monetary contributions to the estate were far greater than Georgette's and that her apportionment award was made in addition to her maintenance award. Those were just two factors to consider, however, and neither were controlling. The parties' economic circumstances, incomes, and opportunities to acquire future assets were also relevant, and the evidence before the court demonstrated that Labib's income and earning capacity far exceeded Georgette's.

¶ 92 The disparities in the parties' incomes and earning potentials were likewise relevant with respect to the circuit court's decision to award Georgette maintenance. The court's decision to award maintenance was further supported by the evidence that Georgette had made personal and professional sacrifices that ultimately worked to advance Labib's career.

¶ 93 Considering all the relevant factors, we cannot conclude that the circuit court abused its discretion in equally distributing the marital assets and awarding Georgette maintenance for 10.24 months pursuant to the statutory guidelines. See *In re Marriage of Haas*, 215 Ill. App. 3d 959, 961, 963-64 (1991) (finding that where the husband's earning capacity was substantially greater than the wife's, the circuit court did not abuse its discretion in awarding the wife maintenance in addition to a property award that was greater than the husband's). We accordingly deny Labib's request that we reverse the court's judgment.

¶ 94

B. Parenting Issues

¶ 95

1. Allocation of Parental Responsibilities

¶ 96 The circuit court's order establishing a final parenting plan gave both parties the significant decision-making authority as to Sophie's health and gave Georgette the authority as to Sophie's education, religion, and extracurricular activities. In allocating the parties' parenting time, the court made Georgette Sophie's primary custodian and awarded Labib parenting time every other weekend with additional Fridays and Mondays on weekends when Sophie is not in school. Parenting time on Sophie's holidays and breaks was divided as previously agreed to by the parties. The parties were ordered to mediate any future issues that might arise with respect to the parenting plan.

¶ 97 On appeal, Labib argues that the circuit court erred in allocating the parties' parenting time and decision-making responsibilities. With respect to the court's allocation of the decision-making responsibilities, Labib presents no discernable argument as to how the court erred and has thus waived consideration of the issue. See *In re Marriage of James*, 2018 IL App (2d) 170627, ¶ 37 (citing Ill. S. Ct. R. 341(h)(7) (eff. Nov. 1, 2017)). With respect to court's allocation of the parties' parenting time, Labib argues that the court failed to properly consider and weigh the applicable factors. We disagree.

¶ 98 The circuit court was required to allocate the parties' parenting time in accordance with the best interests of the child. See 750 ILCS 5/602.7(a) (West 2018). In determining the child's best interests for the purpose of allocating parenting time, courts must consider all relevant factors including the amount of time each parent spent performing

caretaking functions with respect to the child in the 24 months preceding the filing of any petition for allocation of parental responsibilities, any prior course of conduct between the parents relating to the caretaking functions, the interaction and interrelationship of the child with each parent, evidence of physical violence or threats of physical violence, the willingness and ability of each parent to place the needs of the child ahead of 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, the occurrence of abuse against the child or other members of the household, and the child's adjustment to his or her home and community. *Id.* § 602.7(b). Although the circuit court is required to consider and weigh all relevant factors when determining the best interests of the child, the court is not required to make an explicit finding or reference to each factor. *In re Custody of G.L.*, 2017 IL App (1st) 163171, ¶ 43. We note that the circuit court did not make specific findings as to factors that it weighed and considered in the present case.

¶ 99 The circuit court's determination regarding the child's best interests will not be reversed unless it is clearly against the manifest weight of the evidence. *In re Marriage of Eckert*, 119 Ill. 2d 316, 328 (1988). Such deference is appropriate because the circuit court had the opportunity to observe both parents, evaluate their credibility, and assess their temperaments, personalities, and capabilities. *Id.* at 330; *In re Marriage of Whitehead*, 2018 IL App (5th) 170380, ¶ 21. Consequently, "[t]he presumption in favor of the result reached by the trial court is always strong and compelling in this type of case." (Internal quotation marks omitted.) *In re Marriage of Fatkin*, 2019 IL 123602,

¶ 32. In determining the best interests of the child, the circuit court must consider the particular facts and circumstances of each case. *Id.*

¶ 100 Here, emphasizing that Sophie has an established support network in the Carbondale-Herrin area through his professional and personal connections, Labib suggests that the circuit court failed to consider that Sophie was well-adjusted to her community. Sophie's adjustment to her community must be considered in terms of her young age, however, and the evidence suggested that Sophie is a precocious child who is generally happy and well-behaved in all settings. To Georgette's credit, she acknowledged that she did not yet have a support network in St. Louis, but she stated that she was making friends and contacts through work and church and that her family frequently visited and stayed for months at a time.

¶ 101 Referencing events and disagreements that occurred during the months immediately following the parties' separation, Labib suggests that the circuit court should have concluded that Georgette had demonstrated an unwillingness to foster a close and continuing relationship between him and Sophie. The circuit court was well aware of the events and disagreements, however, and it heard each party's explanations for the same. We also note that the parties' dispositions seemingly improved after the court entered the second temporary parenting-time schedule and the mutual no-contact order. Those considerations aside, Georgette testified that she wanted Sophie to have a positive relationship with Labib and that she encouraged Sophie to love, respect, and interact with him. Georgette further testified that she wanted Sophie to have an ordinary childhood with both parents actively involved. Crediting Georgette's testimony, the circuit court

could have readily concluded that Georgette was willing to facilitate and encourage a close and continuing relationship between Sophie and Labib.

¶ 102 Labib argues that the circuit court failed to adequately consider that he and Sophie have a strong, loving relationship. The evidence demonstrated that both parties have a strong, loving relationship with the child, however, and that she interacts positively with both. That both parties are devoted parents who want the best for Sophie has never been disputed.

¶ 103 Ultimately, although Labib complains that the circuit court should have weighed some of the relevant factors in his favor, the factors he references were essentially neutral in that they were not necessarily favorable or unfavorable to either party. Moreover, the court could have found that several other factors strongly weighed in favor of awarding Georgette the majority of the parties' parenting time. Most notably, the evidence demonstrated that Georgette had been primarily caring for Sophie since the child's birth and that the parenting-time schedule that was ultimately adjudicated had been working well since April 2015. Sophie's adjustment to her home was also a relevant factor, and the evidence suggested that she was well-adjusted and accustomed to living with Georgette. The court also heard evidence of abuse and domestic violence, which were also factors that the court could have considered. In any event, determining the child's best interests in the present case required the court to make credibility determinations that we cannot "second-guess" on appeal. *Fatkin*, 2019 IL 123602, ¶ 34. Accordingly, we cannot conclude that the circuit court's determination that it was in Sophie's best interest

that Georgette be awarded the majority of the parties' parenting time was against the manifest weight of the evidence.

¶ 104 2. Georgette's Request to Relocate

¶ 105 When deciding whether to grant a parent's request to relocate, the paramount question is whether the move would be in the child's best interests. *Eckert*, 119 Ill. 2d at 325. The party seeking the relocation must therefore establish by a preponderance of the evidence that the relocation is in the child's best interests. *In re Marriage of Kavchak*, 2018 IL App (2d) 170853, ¶ 65. The determination as to whether a requested relocation should be allowed is made on a case-by-case basis, and the circuit court's conclusion will not be reversed unless it is against the manifest weight of the evidence. *Id.*

¶ 106 Here, as previously noted, in April 2018, the circuit court initially denied Georgette's request to relocate to St. Louis and deferred ruling on the remaining parenting issues. In May 2018, Georgette filed her motion to reconsider her request to relocate, which the court granted when it entered its final order in January 2019. When finding that it was in Sophie's best interests that Georgette be allowed to move to St. Louis, the court indicated that when previously denying the request to relocate, it had considered facts that were not in evidence and made suppositions regarding Georgette's "future actions" that should not have been made. The court further indicated that after "having heard significantly more evidence and testimony," it had been "better able to judge" the parties' credibility.

¶ 107 On appeal, Labib not only challenges the circuit court's finding that it was in Sophie's best interests that Georgette's request to relocate be granted, he suggests that the

court should not have considered the testimony that it heard in September 2018 when ruling on Georgette’s motion to reconsider its earlier denial of the request. Labib maintains that the court erred in failing to “conduct the evidence as agreed and approved.” We disagree.

¶ 108 As previously noted, the record indicates that the trial in the present case was bifurcated due to the unavailability of one of Georgette’s attorneys for the January and February settings. While the parties agreed that the presentations of their cases would be bifurcated, however, they never agreed that the circuit court would be precluded from considering the testimony from both hearings when ultimately ruling on the relevant issues. Moreover, even assuming *arguendo* that the parties had made such an agreement, the circuit court would not have been bound by it. “The court is obligated in marital dissolution proceedings to protect the best interests of the children and is not bound by agreements between the parties which would circumvent judicial protection of the children’s interests.” *In re Marriage of Ealy*, 269 Ill. App. 3d 971, 975 (1995). We additionally emphasize that when granting Georgette’s motion to reconsider, the circuit court explained, *inter alia*, that it had previously relied on facts that were not in evidence and made improper suppositions that should not have been made. The purpose of a motion to reconsider is to give the circuit court an opportunity to correct its mistakes (*In re Marriage of King*, 336 Ill. App. 3d 83, 87 (2002)), and here, the court acknowledged that its initial denial of Georgette’s request to relocate was ill-advised.

¶ 109 Turning to the merits of the issue, the parties agree that when deciding whether to grant or deny Georgette’s request to relocate, the relevant factors for the circuit court to

consider included the circumstances and reasons for the intended relocation, the other party's reasons for objecting to the move, the history and quality of each parent's relationship with the child, the differences in the child's educational opportunities, the anticipated impact of the relocation on the child, whether the court would be able to fashion a reasonable allocation of parental responsibilities between the parents if the relocation is allowed, and minimization of the impairment to a parent-child relationship caused by the relocation. 750 ILCS 5/609.2(g) (West 2018). As with the circuit court's ruling allocating the parties' parenting time, the court did not make specific findings as to factors that it considered, and Labib suggests that the court failed to properly weigh the relevant ones.

¶ 110 Referencing Sophie's educational opportunities, Labib notes that the evidence before the circuit court failed to demonstrate that the parochial school that Sophie would attend in St. Louis was necessarily better than the one she would attend in Herrin. Labib thus argues that Georgette failed to present any evidence that Sophie would truly benefit by the proposed relocation. Referencing Georgette's reasons for moving to the St. Louis area, Labib further argues that Georgette made no efforts to find suitable employment in southern Illinois. These arguments, however, ignore significant facts.

¶ 111 Georgette testified that after her contract position in Effingham expired and before she secured her job at Barnes, she had unsuccessfully attempted to find IT work in southern Illinois and had unsuccessfully interviewed for two suitable positions in Cape Girardeau. Moreover, before Georgette was allowed to relocate to St. Louis, she had been commuting up to five hours a day for well over a year. Georgette explained that the

commute was becoming exhausting and expensive. In granting Georgette's request to relocate, the circuit court obviously found that Georgette's reasons for relocating were legitimate and that Sophie would clearly benefit if Georgette were not required to make a lengthy commute to work during the week. Labib's primary objection to the move, on the other hand, was his apparent desire to see Sophie every day. As Georgette observed below, however, "Absent the parties getting back together, it is unrealistic to believe that either party would see Sophie every day."

¶ 112 As for the remaining factors, the circuit court could have concluded that they either weighed in favor of a finding that it was in Sophie's best interest to allow the relocation or were otherwise neutral. As previously indicated, the evidence showed that although both parties enjoy a quality relationship with Sophie, Sophie was well-adjusted and accustomed to living with Georgette, who has historically been the child's primary caregiver. The evidence further established that the parenting-time schedule that had been in place since April 2015 had been working well, thus making the circuit court's ability to fashion a reasonable allocation of parenting time a nonissue. Although the parties' custody exchanges now occur in Washington County rather than Williamson County, there was no evidence suggesting that Georgette's relocation would negatively impact Sophie or impair Sophie's existing parent-child relationship with Labib. As Georgette notes on appeal, by allowing her to relocate, the circuit court apparently recognized that whether Georgette resided in Carterville or St. Louis, Labib's parenting time would ultimately remain the same.

¶ 113 As previously indicated, as a reviewing court, we give significant deference to the circuit court’s best interests determinations because the circuit court had the opportunity to observe the parties, evaluate their credibility, and assess their temperaments, personalities, and capabilities. “It is not the function of this court to reweigh the evidence or assess the credibility of testimony,” and we cannot set aside a circuit court’s judgment “merely because a different conclusion could have been drawn from the evidence.” *In re Marriage of Pfeiffer*, 237 Ill. App. 3d 510, 513 (1992). Here, the evidence presented for the circuit court’s consideration supported a finding that Georgette established by a preponderance of the evidence that her requested relocation was in Sophie’s best interests, and we will not disturb the court’s judgment granting the request.

¶ 114

III. CONCLUSION

¶ 115 For the foregoing reasons, the judgment of the circuit court of Williamson County is hereby affirmed.

¶ 116 Affirmed.