2012 IL App (2d) 110519-U
No. 2-11-0519
Order filed June 29, 2012

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

In re MARRIAGE OF KRISTINA E. HAVENHILL, Petitioner-Appellee, and TIMOTHY G. HAVENHILL, Respondent-Appellant.	))))))))))	Appeal from the Circuit Court of McHenry County. No. 08-DV-1179 Honorable Michael T. Caldwell, Judge, Presiding.

JUSTICE SCHOSTOK delivered the judgment of the court.
Justices Bowman and Hudson concurred in the judgment.

ORDER

Held: (1) The trial erred in awarding wife a 100% interest in certain assets where parties had agreed that wife was to receive 60% of those assets; (2) in allocating marital debts, the trial court erred only in making husband responsible for wife's graduate school loan; and (3) the trial court erred in requiring the husband to pay for some of the children's expenses for which he was already paying via his child support payments.

¶ 1 The respondent, Timothy Havenhill (Tim), appeals from the June 1, 2011, order of the circuit court of McHenry County dissolving his marriage to the petitioner, Kristina Havenhill (Kay). On appeal, Tim argues that (1) the trial court erred in its division of the parties' marital assets and debts;

and (2) the trial court's ordering of certain payments on behalf of the children in addition to $9,000 a month in child support was excessive. We affirm in part as modified, and we vacate in part.

¶ 2 The parties were married on December 12, 1991. Two children were born to the marriage: Hudson (December 19, 1998) and Hope (September 25, 2000). On October 27, 2008, Kay filed a petition for dissolution of marriage. The trial court conducted a trial on the petition in January 2011.

¶ 3 Kay testified that she graduated in December 1991 from the University of Missouri with a bachelor's degree in educational science. A few days after graduation, she married Tim. At that time, the parties lived in Killeen, Texas, and Tim was in the United States Army. After 18 months in Killeen, they moved to Waco, Texas, where they lived for another year. They subsequently moved to New York City where Tim attended medical school at Columbia University. They subsequently lived in Oak Park for five years and St. Louis, Missouri, for one year. Thereafter, they moved to Crystal Lake.

¶ 4 After the parties married, Kay held numerous jobs to support herself and Tim while he was in school. She worked as a substitute teacher, K-Mart cashier, data-entry clerk, and a temporary worker selling perfume and cosmetics for Bloomingdale's, Lord & Taylor, and Macy's. In addition, Kay's parents and Tim's parents helped the couple financially while Tim was in medical school and until he was able to find work full time. Kay testified that the last time that she worked was when the children were toddlers. She ran a baby-blanket business out of the home. She sold the blankets at craft fairs and made approximately $2,000 per year from the business.

¶ 5 In August 2005, Kay began a doctorate program in psychology at the University of Chicago. Her school expenses have been funded by Tim's marital income. She anticipated completing her doctorate by July 2011. Upon receiving her doctorate, she would have to complete another 1,750

hours of post-doctoral, supervised clinical hours in order to become a licensed Illinois psychologist. Kay anticipated that she would be able to sit for her license examination in Autumn 2012. After that, she would like to continue doing research at the University of Chicago or enter private practice. Her field of specialization was eating disorders, self-injury, suicide, violence and aggression.

¶ 6 Kay testified that she and the children are completely financially dependent upon Tim for their support, as well as for her school expenses. During the divorce proceedings, Kay's personal income was zero and she lived on the monthly support that Tim paid. She further testified that her doctoral educational expenses were over $60,000. They were all paid except for about $2,000 for summer tuition and graduation expenses. She had been living in the marital home since the parties' separation, but she wanted to live in Buffalo Grove. She anticipated buying a home in the price range of $280,000 to $350,000. The mortgage payment plus taxes would be approximately $2,800 per month. She believed that it would cost less to live in Buffalo Grove.

¶ 7 Kay testified that the value of the marital home was less than the debt owed on it. She drove a 2006 Toyota van with a value of approximately $20,500, which was paid for, and a 2007 Mini-Cooper, which had a value of about $17,000 and on which $13,000 was owed. She has a $6,091 school loan that Tim had been paying and loans from her parents for attorney fees. There was $230 in her checking account; $76 in her savings account; and $6,000 in her American Funds IRA.

¶ 8 Kay submitted a financial affidavit that indicated that the children's monthly expenses were $3,123. Those monthly expenses included costs for Hebrew school, activities and camps, and uninsured medical expenses. Kay acknowledged that the parties had reached an agreement where she would receive $9,000 a month for child support and $4,500 a month for maintenance for six years. She was requesting that Tim be ordered to pay (1) all of the parties' debts; (2) the expenses

for the children's Hebrew school, Bar Mitzvah and Bat Mitzvah parties, activities and camps, and uninsured medical expenses; and (3) her attorney fees.

¶ 9 Tim testified that he graduated from the United States Military Academy at West Point, New York, in 1990. Upon graduation, he was commissioned as a second lieutenant in the U.S. Army. After leaving active duty in 1994, he taught high school science in Texas. From 1995 to 1999, he attended medical school at Columbia University. During that time, Kay did some acting and earned some money doing regional theater, television, and movie work.

¶ 10 While he was in medical school, it was not possible for him to work. He borrowed the cost of his medical education, books, and living expenses. The total amount of student loans for medical school was between $170,000 and $180,000. He still owed $160,000 of that amount. Tim testified that of that $160,000, $120,000 was for educational expenses and the other $40,000 was for living expenses. Tim acknowledged that he also received money from both Kay's parents and his parents while he was in medical school. In 1999, the parties moved to Oak Park, bought a house, and Tim began his five-year, orthopedic surgery residency at the University of Chicago Hospitals. After completing his residency, Tim accepted a hand-surgery fellowship at Washington University/Barnes-Jewish Hospital.

¶ 11 In 2005, the parties moved to Crystal Lake. Tim began working for McHenry County Orthopedics for a salary of $300,000 per year. In August 2007, he became a partner and acquired an ownership interest in McHenry County Orthopedics. He also did additional work for Algonquin Road Surgery Center in Lake in the Hills. Tim testified that, in 2006, his adjusted gross income was $365,784; in 2007, it was $523,636; in 2008, it was $651,847; and in 2009, it was $838,085. The

value of his 401(K) was $209,748.54. There is over $50,000 in each of the "529" educational savings accounts for the children, which he first established in 2007.

¶ 12 The parties separated in 2008. Since April 2009, Tim has been paying Kay $5,000 per month. Additionally, he has paid most of the family's regular bills and expenses of about $7,000 per month. Tim believed that the $9,000 a month he was paying in child support was sufficient to cover all of the children's expenses. He acknowledged that he had paid $13,000 for his son's Bar Mitzvah. He testified that he only paid that amount after he had received an e-mail from Kay that indicated she and their son had chosen a place for the party and he had six days to make the down payment.

¶ 13 At the conclusion of the trial, the trial court made its oral pronouncement of judgment. As to the debt on the parties' marital home, the trial court explained:

> "[T]he 800-pound gorilla in this room is the marital residence because we find ourselves dissolving the marriage at a time when the market value of the residential real estate is probably more impaired than it has been since the 1920s. ***
>
> And so starting with the marital home, what I am going to do is I am going to award the marital home to the husband, Tim[], as his sole and separate property subject to and with all of the attendant debt.
>
> * * *
>
> My rationale for doing this is [because Tim is] here [in Crystal Lake]. His business is here. He is in a situation where he can deal with it more conveniently than she can because she's going to be either in Chicago or on the South Side of Chicago with her externship, and

dealing with this real estate is going to be *** difficult for somebody who has these kinds of demands on her time.

If there is any profit on the sale of the home, it goes to the husband without contribution or reimbursement to the wife. He also absorbs any and all losses."

¶ 14 As to Tim's interests in McHenry County Orthopaedic and Algonquin Road Surgical Center, the trial court found that there had been a tacit agreement between the parties that they should be split at 60-40 based upon the valuations, with Kay receiving the larger amount. As McHenry County Orthopaedics was valued at $75,000, Kay would receive $45,000 of that amount. Algonquin Road Surgical Center was valued at $83,400; Kay was to receive $50,400 of that amount. Kay was also to receive 60% of the 401(k) ($120,000) and 60% of Tim's checking account ($36,000). The trial court ordered that Kay was to receive the Mini Cooper and the 2006 Sienna, subject to the existing debt.

¶ 15 The trial court further ordered that each party was to be responsible for their own credit card debts. Tim was to be solely responsible for the mortgages and his student loans. He was also to pay Kay's student loan. The trial court ordered that Tim pay Kay $116,911, the value of her interest in McHenry County Orthopaedic, Algonquin Road Surgical Center, and Tim's checking account.

¶ 16 The trial court found that the parties had reached an agreement as to maintenance. Kay was to receive $4,500 a month for 6 years. Each child was also to receive $4,500 per month in child support. Further, the parties were to pay equally for the children's activity fees and expenses. The trial court further ordered Tim was to pay the first $13,000 of the children's Bar Mitzvah or Bat Mitzvah expenses and that any expenses above that amount would be split 50-50 between the parties. Tim was also to pay the first $10,000 of the children's uninsured medical expenses and any expenses

above that amount would be split 50-50 between the parties. Tim was also ordered to pay $38,500 of Kay's attorney fees.

¶ 17 Tim subsequently filed a motion to reconsider. After the trial court modified part of its judgment order, Tim filed a timely notice of appeal.

¶ 18 At the outset, we note that the Kay argues that Tim's brief violates Illinois Supreme Court 341(h)(6) (eff. July 1, 2008) because its statement of facts contains argument and untrue claims. Specifically, Kay argues that Tim's brief does not properly summarize the record as to the nature of the parties' agreement to divide the marital estate and also the parties' agreement as to how much Tim would pay in child support. In response, Tim argues that Kay mischaracterizes his brief as his brief is an accurate reflection of the record. Having reviewed Tim's brief and the record, we believe that his brief sufficiently complies with Supreme Court Rule 341(h)(6), and we therefore decline to strike any portion of his brief.

¶ 19 Turning to the merits of the appeal, Tim's first contention on appeal is that the trial court improperly distributed marital property and debt. Specifically, Tim argues that the trial court erred in (1) ignoring the parties' agreement regarding property allocation; (2) ordering that he be responsible for the vast majority of the parties' debts and (3) finding that his student loans were solely attributed to educational expenses.

¶ 20 Section 503(d) of the Illinois Marriage and Dissolution of Marriage Act (750 ILCS 5/503(d) (West 2010)) requires a trial court to divide marital property "in just proportions considering all relevant factors." The touchstone of proper and just apportionment is whether it is equitable in nature, which does not require mathematical equality. *In re Marriage of Thornley*, 361 Ill. App. 3d 1067, 1071 (2005). Factors relevant in determining the just apportionment of marital property

include the contributions of each party, the duration of the marriage, the relevant economic circumstances of each spouse, and the reasonable opportunity of each spouse for future acquisition of assets and income. 750 ILCS 5/503(d)(1), (d)(4), (d)(5), (d)(11) (West 2010). Generally, this court will not disturb a trial court's division of marital assets unless it has clearly abused its discretion. *In re Marriage of Crook*, 211 Ill. 2d 437, 453 (2004). An abuse of discretion occurs when no reasonable person would take the view adopted by the trial court. *In re Marriage of Nelson*, 297 Ill. App. 3d 651, 658 (1998). However, if the parties have reached an agreement regarding the disposition of property, that agreement is binding on the court unless the court finds that the agreement is unconscionable. *In re Marriage of Hightower*, 358 Ill. App. 3d 165, 171 (2005).

¶ 21 Here, both parties acknowledge that they reached an agreement as to the disposition of certain marital assets. However, they are in dispute as to what that agreement was. Kay argues that the agreement only provided that she was to receive 60% of certain marital assets while Tim maintains that the agreement pertained to the entire marital estate, that being both the marital assets as well as the marital debts. We note that our review of this issue is made more difficult because the agreement is not part of the record. Rather, in seeking to establish what that agreement was, both parties point to the arguments that their attorneys made in closing arguments at trial as well as to the hearing on Tim's motion to reconsider. Based on this limited record, we cannot conclude that the parties had an agreement to divide both their marital assets and debts. We therefore reject Tim's argument that the trial court erred in not adhering to the parties' agreement when it divided the parties' debts.

¶ 22 We note that Tim raises the alternate argument that, if the agreement did not apply to debts, then the trial court erred in deviating from the parties' agreement regarding the division of certain marital assets. Tim points out that Kay's attorney stated in closing argument that the parties had

agreed to a "60/40 split of the assets" which included "the automobiles, Kay's IRA, Tim's checking account, Tim's 401K and the value of the businesses." The parties' 2007 Mini Cooper S had a value of $5,372. Kay's IRA had at value of $6,655. The trial court awarded a 100% interest in both of those assets to Kay. Tim argues that, based on the parties' agreement, he should have been awarded a 40% interest in those assets. Kay does not make any response to this argument. Accordingly, we find that the trial court erred in not adhering to the parties' agreement regarding the division of those assets. *See Hightower*, 358 Ill. App. 3d at 171. We therefore modify the trial court's judgment to reflect that Tim be given a $4,810.80 credit against the amount he is obligated to pay Kay, which represents a 40% interest in the 2007 Mini Cooper S and a 40% interest in Kay's IRA.

¶ 23 We next turn to Tim's argument that the trial court erred in ordering that he be responsible for the vast majority of the parties' debts. Tim contends that because Kay was awarded a larger share of the marital estate, a substantial award of maintenance, and a large contribution to her attorney fees, the trial court's order as to debt allocation constituted an abuse of discretion.

¶ 24 It is well settled that marital debts, just like marital assets, are to be divided equitably. *In re Marriage of Awan*, 388 Ill. App. 3d 204, 212-13 (2009). A trial court may equitably award one party debts that are greater than the assets awarded to that party. *Thornley*, 361 Ill. App. 3d at 1072. In *Thornley*, the trial court awarded the wife $30,000 in marital assets and the husband $5,000 in assets. The trial court also ordered that the husband be responsible for $13,863 in credit card debt as well as over $140,000 in student loans that he had incurred to attend chiropractic college. The trial court found that the husband had relied on the wife's support while he attended school and that the wife had paid for some of his college expenses. Further, the trial court found that the husband anticipated that his income would increase "$10,000 to $50,000" per month once he received his license. On

appeal, the reviewing court affirmed, finding that the trial court's decision did not constitute an abuse of discretion. *Id.*

¶ 25 Here, the trial court ordered that Kay be responsible for a loan from her parents ($11,500), the car loan on the 2007 Mini Cooper S ($13,000) and a credit card debt ($9,000). In conjunction with the marital assets she received ($293,500), the value of Kay's assets after her liabilities was approximately $260,000. The trial court ordered that Tim be responsible for a loan to his father ($42,000), a credit card debt ($8,000), the amount by which the mortgage on the parties' marital home exceeded its fair market value ($74,000), his educational loans ($160,687) and Kay's educational loan ($6,091). In conjunction with the marital assets he received ($182,530), Tim's liabilities exceeded his assets by over $100,000. Although Tim complains that the trial court's decision was unfair because the value of Kay's assets exceeded her liabilities and his did not, that in itself does not establish that the trial court's decision constituted an abuse of discretion. See *Thornley*, 361 Ill. App. 3d at 1072.

¶ 26 Further, as to the specific debts that he was assigned, Tim does not complain about being required to pay the debt to his father. However, he contends that the trial court should not have ordered that he be solely responsible for the $8,000 credit card loan, the mortgage on the marital residence, and Kay's educational loan. Moreover, as to the $160,000 in his student loans, Tim concedes that he should be responsible for that amount that is attributable to his education ($120,000). See *In re Marriage of Weinstein*, 128 Ill. App. 3d 234, 241 (1984) (spouse should be entitled to a form of compensation for the financial efforts and support provided to the student spouse in the expectation that the marital unit would prosper in the future as a direct result of the couple's previous sacrifices). However, he contends that the trial court abused its discretion in

ordering that he also be responsible for paying all of the loans that were attributable to the living expenses that the parties incurred while he was earning his education ($40,000).

¶ 27 We do not believe that the trial court abused its discretion in its allocation of debts, other than in one regard, which we will discuss below. The trial court's decision reflects that it considered the relevant statutory factors, particularly that (1) Tim had the ability to pay the vast majority of the parties' debts and Kay did not, and (2) the loans that the parties took out for Tim's medical school clearly enhanced his ability to obtain capital assets and income. See 750 ILCS 5/503(d)(5), (11) (West 2010). Although Tim argues that the trial court should have placed greater weight on other factors, the trial court's failure to do so does not constitute an abuse of discretion.

¶ 28 Moreover, although the trial court could have ordered that Kay be responsible for a portion of the liabilities described above as to the martial residence or the parties' living expenses while Tim was in medical school, we cannot say that no reasonable person would take the view adopted by the trial court. See *Nelson*, 297 Ill. App. 3d at 658. As to the marital residence, the trial court's decision was not unreasonable since Tim continued to work in Crystal Lake while Kay did not. It would be easier for him to live at the home or manage the home in the event he decided to sell or rent the house. As to the living expenses associated with his student loans, Tim necessarily needed to incur such expenses in order to earn his medical degree. In that regard, the expenses he incurred were not different than the ones he used to pay for his medical education as all of those expenses and loans helped him launch his financially successful medical career. Thus, it was not improper for the trial court to rule that he be responsible for all of the loans associated with his medical school education. See *Thornley*, 361 Ill. App. 3d at 1072. As such, we also reject Tim's argument that the trial court

erred in treating all of his student loans as if they were only for educational expenses, even though some of them were not.

¶ 29 Relying on *In re Marriage of Calisoff*, 176 Ill. App. 3d 721 (1988) and *In re Marriage of Dunseth*, 260 Ill. App. 3d 816 (1994), Tim argues that the trial court abused its discretion in ordering him to be responsible for the vast majority of the party's debts because, ordinarily, each of the parties should be required to shoulder the marital debt. We believe that Tim's reliance on those cases is misplaced. In *Calisoff*, the husband's income was steadily declining as he tried to sustain his failing law practice. He had borrowed over $90,000 from his parents and his paralegal. The trial court awarded the wife property valued at $168,900 while the husband was awarded $37,390 in assets. The reviewing court reversed, finding that the trial court's assignment of debts and expenses in light of the husband's current diminished financial condition made it impossible for him to meet his own personal obligations, including overdue tax obligations and substantial loan payments, and to start his life anew. *Id.* at 726. Here, in contrast, Tim's substantial annual income allows him meet his personal obligations, repay the debts assigned him, and start his life anew.

¶ 30 In *Dunseth*, the trial court ordered that the husband be responsible for the parties "staggering" $324,000 tax debt that the parties had incurred due to the irresponsible, overindulgent, and lavish lifestyle established during the marriage. 260 Ill. App. 3d at 826. The reviewing court found that the trial court had abused its discretion in allocating all of the debt to the husband. *Id.* at 832. The reviewing court noted that the husband's current financial condition made it difficult for him to pay all those debts. *Id.* Further, the reviewing court found that the wife was also responsible for the debts. *Id.* Here, as stated above, Tim does have the ability to pay the debts assigned to him. Further, the debts that the parties incurred were not due to an "irresponsible lifestyle" but rather were incurred

primarily so that Tim could receive a medical degree, a degree that enabled him to earn over $800,000 in 2009. As such, *Dunseth* does not suggest that the trial court abused its discretion in ordering that Tim be responsible for the vast majority of the parties' debts.

¶ 31 Although we cannot say that the trial court abused its discretion in ordering Tim be responsible for his own student loans and the mortgage on the marital residence, we believe that the trial court abused its discretion in ordering that Tim also be responsible for Kay's student loans. The principles set forth above in *Weinstein* and *Thornley* that apply to Tim apply equally to Kay. In her brief, Kay aptly summarizes the principles of *Thornley* and *Weinstein* as being: "a [spouse] cannot simply obtain a professional education and be supported by [the other spouse's] earnings during that time and expect not to have [the other spouse's sacrifice] go uncompensated in an equitable division, much less have [the other spouse] pay for [the spouse's] student loans." Here, however, that is essentially what the trial court did when it ordered that Tim be responsible for Kay's student loan. We further note that there were no other factors that warranted Tim being responsible for those loans instead of Kay. The amount of the outstanding loans was relatively small and Kay's substantial maintenance award allowed her to pay that debt. Accordingly, we vacate that portion of the trial court's order that provided that Tim was to be responsible for Kay's student loan of $6,091.

¶ 32 In so ruling, we reject Tim's argument that Kay should be responsible for more of the marital debt because over $50,000 of marital assets were used during the marriage to pay for her advanced degree. Tim contends that some of the money that was used to pay Kay's graduate school expenses could have been used to pay his medical school debts, debts for which he is now solely responsible. Although Tim's argument has some merit, the issue remains whether any reasonable person would have ruled the way the trial court did in dividing the parties' assets. See *Nelson*, 297 Ill. App. 3d at

658. Here, Tim had the benefit of earning his advanced degree before Kay. Tim is already enjoying substantial income because of his advanced degree. Kay is not. Further, nothing in the record suggests that even with her advanced degree Kay will ever be able to earn as much as Tim. As such, we cannot say that the trial court abused its discretion as to this issue. See *id.*

¶ 33 Tim's next contention on appeal is that the trial court erred in ordering child support beyond the $9,000 per month that the parties had stipulated to. Specifically, Tim complains that the trial court erred in ordering him to pay: (1) 50% of the children's activity and camp expenses; (2) 50% of religious school expenses; (3) the first $10,000 of uncovered health expenses, plus 50% of any amount over that sum and (4) the first $13,000 towards each child's Bar Mitzvah or Bat Mitzvah expenses, plus 50% of any amount over that sum. Tim argues that the $9,000 per month in child support is already in excess of the children's needs or lifestyle. Tim points out that, in her financial affidavit, Kay listed the children's monthly expenses as being $3,123. This amount included expenses for clubs/summer camps ($77); Hebrew School ($165); uninsured medical expenses ($710); lessons and supplies ($528); vacation ($225); allowance ($80); and entertainment ($150). Tim insists that the trial court's award of extra support for camp, activities, Hebrew school, and medical expenses is unrelated to any proper consideration regarding the needs or standard of living of the children that is not already covered by the stipulated amount of child support. He therefore argues that the trial court abused its discretion in awarding child support that was based on a double-counting of the children's expenses.

¶ 34 In response, Kay argues that Tim forfeited this issue by not raising it in his posttrial motion. However, in his posttrial motion, Tim did argue that the trial court erred in ordering that his child support obligation exceed $9,000 a month. Thus, Kay's forfeiture argument is without merit.

Alternatively, Kay argues that the trial court did not abuse its discretion in ordering Tim to pay the additional child support because Tim has the ability to pay and the additional payments are "hardly onerous."

¶ 35 The amount of child support is within the discretion of the trial court and will not be disturbed absent an abuse of discretion. *In re Marriage of Scafuri*, 203 Ill. App. 3d 385, 391 (1990). Nevertheless, a trial court's discretion is limited to an award of child support that would enable the children to continue to enjoy the standard of living they would have enjoyed had the marriage not been dissolved; any award in excess of such an amount would be an abuse of discretion. *In re Marriage of Henry*, 156 Ill. 2d 541, 548 (1993). Children are not entitled to a windfall just because one of their parents earns a high income. *In re Marriage of Singleteary*, 293 Ill. App. 3d 25, 36 (1997).

¶ 36 We believe that the trial court abused its discretion in ordering Tim to essentially pay some of the children's expenses twice. Kay's financial affidavit indicated that she was already budgeting for the children's Hebrew school and activity and camp expenses. The $9,000 a month in child support that Tim was paying adequately covered these expenses. Thus, to order Tim to pay for those expenses again that he was already paying through his child support would constitute a windfall to the children, which would be improper. See *id.* We therefore vacate that portion of the trial court's order making Tim responsible for the children's Hebrew school and activity and camp expenses, which were already encompassed in the amount that he was paying in child support.

¶ 37 As to the uninsured health expenses, Kay's financial affidavit indicated that she anticipated paying $8,520 on a yearly basis for those expenses. Thus, ordering Tim to pay an additional $10,000 for uninsured health expenses duplicated payments that he was already paying through his regular

child support. Further, as there was a substantial difference between the children's stated monthly needs ($3,123) and what Tim was paying in child support ($9,000), we believe that Kay had ample child support to pay for those expenses if in fact they were closer to $10,000 rather than $8,520. As such, the trial court abused its discretion in ordering Tim to pay the first $10,000 of uninsured medical expenses because Tim was already making these payments through his child support payments. See *id*. However, in ordering that Tim be responsible for 50% of the uninsured medical expenses beyond the first $10,000 incurred, it appears that the trial court was persuaded by Kay's argument that she could be at risk of financial disaster if she were to be solely responsible for the children's uninsured medical expenses. As we cannot say that no reasonable person would adopt the decision of the trial court to have the parties equally share those expenses beyond $10,000 should they arise, we decline to disturb that portion of the trial court's judgment. See *Nelson*, 297 Ill. App. 3d at 658.

¶ 38 Finally, as to the trial court's order regarding the children's Bar Mitzvah and Bat Mitzvah expenses, there was no specific reference in Kay's financial affidavit regarding these expenses. This is likely because they are one-time expenses that would not occur on a monthly basis. Thus, unlike the expenses listed above, the trial court's ordering Tim to pay part of the Bar Mitzvah and Bat Mitzvah expenses in addition to child support did not result in the double-counting of expenses.

¶ 39 Tim argues that the trial court nonetheless erred in ordering that he be responsible for a significant portion of those expenses because Kay did not present evidence that such expenses were reasonable or necessary. However, our review of the record reveals that Kay testified that those expenses were necessary for the children to be raised in the Jewish faith, something that the parties had agreed to do. Tim acknowledged that he had already spent $13,000 for his son's Bar Mitzvah,

an event that was scheduled for February 2012. We believe that the trial court could reasonably conclude that the children's Bar Mitzvah and Bat Mitzvah expenses were necessary for the parties' children to continue to enjoy the standard of living had the parties' marriage not been dissolved. As such, we cannot say that the trial court's order as to this issue constituted an abuse of discretion. See *id.*

¶ 40 For the foregoing reasons, we modify the trial court's judgment to reflect that Tim is required to pay Kay $112,100.20 for her portion of the marital assets, instead of $116,911. We vacate that portion of the trial court's order requiring Tim to pay Kay's graduate school loan of $6,091. Kay shall be solely responsible for that loan. We also vacate the trial court's order requiring Tim to pay for the Hebrew school expenses, the camp and activity fees, and to cover the first $10,000 of the children's uninsured medical expenses. The remainder of the trial court's judgment is affirmed.

¶ 41 Affirmed as modified in part; vacated in part.