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IN THE
APPELLATE COURT OF ILLINOIS
SECOND DISTRICT

<i>In re</i> MARRIAGE OF)	Appeal from the Circuit Court
STEVEN P. NOVAK,)	of Kane County.
)	
Petitioner and Counterrespondent-)	
Appellant,)	
)	
and)	No. 12-D-1744
)	
CYNTHIA J. NOVAK,)	
)	Honorable
Respondent and Counterpetitioner-)	Kevin Busch
Appellee.)	Judge, Presiding.

JUSTICE ZENOFF delivered the judgment of the court.
Justices Jorgensen and Birkett concurred in the judgment.

ORDER

¶ 1 *Held:* The judgment for dissolution of marriage was affirmed in part where the trial court did not abuse its discretion in (1) awarding permanent maintenance of \$22,000 per month, reviewable in three years; (2) ordering the parties to file a joint tax return for 2013; (3) ordering the petitioner to maintain his current life insurance policies; and (4) allocating \$63,664 of the parties' marital funds to pay the respondent's attorney fees prior to dividing the marital property between the parties; however, the judgment was reversed in part where the trial court abused its discretion in ordering, with respect to the 2013 joint income tax return, that "[a]ny taxes owed or refunds received shall be divided 65% to Steven and 35% to Cynthia." The cause was remanded for further proceedings.

¶ 2 Petitioner and counterrespondent, Steven P. Novak, appeals from the judgment dissolving his marriage to respondent and counterpetitioner, Cynthia J. Novak. He contends that the trial court erred in (1) awarding Cynthia permanent maintenance of \$22,000 per month, (2) ordering the parties to file a joint tax return for 2013, (3) ordering him to maintain his current life insurance policies, and (4) “equalizing” the parties’ attorney fees. We affirm in part, reverse in part, and remand for further proceedings.

¶ 3 I. BACKGROUND

¶ 4 Steven and Cynthia were married on August 5, 1983, in Solon, Ohio. They had two children during the marriage, both of whom are now emancipated. Steven is vice president of intermodal marketing at Interdom, LLC, in Palos Heights, Illinois, having earned a gross income of \$757,000 in 2013. Cynthia lacks a college degree and last worked outside of the home in 1990. Steven filed a petition for dissolution of marriage on October 22, 2012, and Cynthia filed a counterpetition for dissolution of marriage on January 15, 2013.

¶ 5 On February 25, 2013, the trial court ordered Steven to pay Cynthia temporary unallocated support of \$22,000 per month. Steven filed a motion to reconsider, which the trial court denied. However, in denying the motion, the trial court ordered that the unallocated support payments were to be deductible from Steven’s income for tax purposes.

¶ 6 Prior to trial, the parties entered into stipulations regarding the values of their marital and nonmarital property. The parties’ marital home in Batavia, Illinois, had a fair market value of \$377,000, while the home in Orland Park, Illinois, that Steven purchased following the parties’ separation had a fair market value of \$590,000. In total, the stipulated value of the marital estate was \$2,753,661. Steven had nonmarital property totaling \$208,901.

¶ 7 At trial, Steven testified as follows. He was 55 years old. He had worked for Interdom for 15 years and in the intermodal shipping industry for 30 years. Under his employment contract with Interdom, he received a base salary of \$159,000 per year, which included a \$675 monthly car allowance. He also received reimbursements for work-related travel, a cell phone, and entertainment expenses. He received a bonus for each \$500,000 in sales that he generated.

¶ 8 Steven testified that, in 2013, his gross income from Interdom was \$757,000; in 2012, it was \$792,000; and in 2011, it was \$692,000. His income had increased from prior years, because he had procured additional business from one of Interdom's existing clients. The shipping industry had experienced a downturn in 2009, but conditions had improved. However, there was "major consolidation happening in the industry," which was a threat to Steven's business. Interdom could "instantly lose a customer just by being gobbled up by another company." According to Steven, there was a possibility that his largest client, which accounted for two-thirds of his business, would be purchased by another company.

¶ 9 Steven testified that he prepared a comprehensive list of all of the family's expenses from September 2010 to August 2012. The exhibit reported total spending of \$606,230 for the two-year period, or \$25,259 per month. According to Steven's calculations, once the one-time expenses and the expenses unique to him were deducted, the family expenses totaled only \$199,489, or \$8,312 per month. Included in the one-time expenses were payments for life insurance premiums that in the future would be paid from a trust, as well as \$109,000 for the purchase of a Ford F150 Raptor truck, an ATV, and a dirt bike for Steven, and a Jeep Wrangler for Cynthia.

¶ 10 Also included in the one-time expenses were amounts incurred in the final phases of the parties' remodeling of the marital home. Steven testified that, from 2004 to 2011, the parties

spent approximately \$400,000 remodeling their home. The parties undertook such extensive renovations because their plan was to finish upgrading the house prior to his early retirement at age 58, although Steven's retirement plans had changed in light of the divorce proceedings.

¶ 11 Asked to describe his spending habits during the marriage, Steven testified that they were "very frugal." He explained that he "tried to save as much money as [he] could, putting away towards the goal of retiring younger." Steven took care of the lawn, shoveled snow, and maintained the home himself. During the three years prior to their separation, the parties travelled to Las Vegas, New York, Rhode Island, and Ohio. Prior to that, they travelled to Hawaii. The parties never travelled internationally.

¶ 12 Called as a witness in Steven's case-in-chief, Cynthia testified as follows. She filed three financial affidavits. The first affidavit, dated January 24, 2013, listed total monthly living expenses of \$12,002, of which \$2,241 was attributed to expenses for the parties' son, who was not yet emancipated at the time of trial. The second financial affidavit, dated August 5, 2013, listed total monthly living expenses of \$14,897, of which \$2,797 was attributed to the parties' son. The third financial affidavit, dated February 7, 2014, listed total monthly living expenses of \$20,049, of which \$2,037 was attributed to the parties' son. Cynthia testified that, when preparing the third financial affidavit, she looked at bank and credit card statements from 2009 to 2011 and calculated the parties' actual spending. Because she had not been familiar with the parties' finances during the marriage, her earlier affidavits had consisted more of "guessing."

¶ 13 The third financial affidavit listed \$3,800 per month for hot tub, home maintenance, and remodeling expenses, as well as \$2,000 for furniture and appliance replacement and repair. Cynthia explained that there were items in the home that needed to be replaced, such as the driveway, and that other items required periodic maintenance, such as the 1,000 square foot

stone patio, which required sealing. The affidavit also listed \$2,563 per month for car payments and car replacement. Cynthia testified that she hoped to purchase a new car for her son when he graduated from high school in a few months, and that she planned to replace her two-year-old car in “another couple years.” According to Cynthia, the parties had purchased one new car each year from 2006 to 2012, some of which had been for the parties’ two children.

¶ 14 Cynthia testified that, during the 12 months that she had received temporary support payments of \$22,000 per month from Steven, the balance of her bank account increased by \$108,000, which was a rate of \$9,000 per month. Another bank account increased in value by \$31,000 during that time period. Cynthia admitted that the increase in value was attributable entirely to the support payments she received.

¶ 15 After Steven rested, Cynthia called him as a witness in her case-in-chief. He testified that, from January 1, 2014, to February 2, 2014, he had earned \$68,130 from Interdom. He further testified that, during the divorce proceedings, he had spent \$99,000 on attorney fees. The remainder of Steven’s testimony concerned areas that are not at issue on appeal.

¶ 16 Cynthia testified in her case-in-chief as follows. The last time she worked outside of the home was in 1990. At that time, she did clerical work in accounting, earning between \$11,500 and \$16,500 per year. It was Steven and Cynthia’s mutual decision for her to stay home once the parties’ first child was born. Although Cynthia had considered returning to work during the marriage, Steven told her that she did not need to, given his salary. Cynthia “[d]efinitely” and “[w]ithout a doubt” planned to return to work following the divorce. She had plans to start college classes in the summer.

¶ 17 Cynthia testified that, when she completed her first financial affidavit, she “didn’t know the finances.” After she had been on her own for a period of time and had examined the parties’

bank and credit card records, she “got a better understanding of it.” Based on her review of the records, she discovered that the parties withdrew an average of \$26,259 per month from their bank account in 2009. In 2010, the average was \$36,222; in 2011, it was \$75,313; and in 2013, prior to the parties’ separation, it was \$34,446. The parties’ credit card spending averaged \$6,197 per month in 2009, \$6,938 per month in 2010, and \$7,499 per month in 2011. Cynthia deducted Steven’s work-related expenses prior to calculating these averages.

¶ 18 Cynthia testified that, following the parties’ separation, she had not lived the same lifestyle that she had lived during the marriage. She had limited her spending, because she was unsure about the future and the outcome of the divorce. She had spent \$35,335 in attorney fees.

¶ 19 On April 2, 2014, the trial court entered its judgment for dissolution of marriage. The court found as follows. Steven earned an average of \$747,000 per year from 2011 to 2013 and was “projected to earn in excess of \$800,000” in 2014. The court found that, “[w]hile Cynthia will have significant assets awarded to her, her income will never come even remotely close to Steven’s or the household income enjoyed by the parties during the marriage.” Further, while Cynthia “should not be excused from her obligation to seek some form of employment, it would be difficult and impracticable to expect her to find the type of employment that would provide her with the level of income to which she is entitled.” Although Cynthia had “overstated her needs,” she was “entitled to receive an amount of maintenance that will allow her to live comfortably for as long as Steven is earning at the rate he currently is.” During the marriage, the parties had not “lived extravagantly” but had spent “considerable amounts” remodeling the marital home. Otherwise, they “lived very frugally saving significant sums of money” with the goal of enjoying an early retirement in “relative comfort.” The court awarded Cynthia

permanent maintenance of \$22,000 per month, reviewable in three years. The court found that the maintenance award amounted to “roughly 35%” of Steven’s after-tax income.

¶ 20 The court awarded Cynthia the marital home and Steven the home he purchased following the parties’ separation. The court also divided the parties’ bank, investment, and retirement accounts. Although the court did not specifically state the percentage of the marital estate that each party received, Steven calculates that Cynthia received 55% of the marital estate, or approximately \$1.6 million in assets, while he received 45%, or approximately \$1.3 million in assets. In addition, Steven received his nonmarital property valued at \$208,901.

¶ 21 The court also ordered Steven to “maintain the life insurance policies now in effect” until his maintenance obligation terminated and to name Cynthia as the sole beneficiary of the policies. In addition, the court ordered the parties to file a joint income tax return for 2013, allocating any taxes owed or refunds received 65% to Steven and 35% to Cynthia. Finally, the court awarded \$63,664 to Cynthia “from her Chase Account ending [in] x4683 prior to the asset division to equalize attorney fees paid by each party during these divorce proceedings.”

¶ 22

II. ANALYSIS

¶ 23 On appeal, Steven challenges the trial court’s maintenance award, its order that the parties file a joint income tax return for 2013, its order that he maintain his current life insurance policies, and its award of attorney fees to Cynthia. We address each issue in turn.

¶ 24

A. Maintenance

¶ 25 Steven contends that the trial court abused its discretion in awarding maintenance of \$22,000 per month, because the award exceeds Cynthia’s reasonable needs and provides her with a more lavish lifestyle than she enjoyed during the marriage. He contends that Cynthia improperly bolstered her financial affidavit with “one-time, extraordinary expenses” that were

not reflective of her reasonable needs. He further contends that Cynthia has the ability to earn income from employment and from the assets she received in the dissolution. He also argues that the trial court engaged in improper speculation when it estimated his income for 2014, and that it miscalculated the percentage of his income that would be used to pay maintenance.

¶ 26 Cynthia responds that the maintenance award was reasonable in light of Steven's income and the parties' standard of living during the marriage. She contends that, in awarding maintenance, the trial court properly considered her limited earning capacity. She further contends that the court took into account that she overstated her expenses in her financial affidavit, making reversal of the award on that basis improper.

¶ 27 Section 504(a) of the Illinois Marriage and Dissolution of Marriage Act (Act) (750 ILCS 5/504(a) (West 2012)) authorizes a trial court in dissolution proceedings to award spousal maintenance in amounts and for periods of time as the court deems just. The Act provides a nonexhaustive list of twelve factors relevant to determining maintenance, including, among other factors, the parties' income, property, needs, earning capacities, and standard of living during the marriage. 750 ILCS 5/504(a) (West 2012). Courts have wide latitude in setting maintenance and are not limited to the factors listed in the statute. *In re Marriage of Brankin*, 2012 IL App (2d) 110203, ¶ 10. A reviewing court will not disturb a maintenance award absent an abuse of discretion, which occurs when no reasonable person would take the view adopted by the trial court. *In re Marriage of Arjmand*, 2013 IL App (2d) 120639, ¶ 32.

¶ 28 The record reveals that the trial court reasonably and appropriately considered the section 504(a) factors in addressing the issue of maintenance. The court found that, although Cynthia's needs were overstated in her financial affidavits, she nevertheless was entitled to maintenance in an amount that allowed her to approximate the standard of living during the marriage, as long as

Steven continued earning his present income. The court found that, although their standard of living was not “extravagant,” the parties spent “considerable amounts” on remodeling their home. The parties also saved a significant portion of their income, with the goal of enjoying an early retirement in “relative comfort.” The court took into consideration Cynthia’s earning capacity, which the court found would never approach Steven’s earnings. The court also considered the 30-year duration of the marriage and the fact that Cynthia stayed at home to raise the parties’ children. As we explain below, Steven has not established that the court abused its discretion in balancing the section 504(a) factors and determining the amount of maintenance.

¶ 29 Steven’s argument that the maintenance award exceeds Cynthia’s reasonable needs and provides her with a more lavish lifestyle than she enjoyed during the marriage misses the mark. Steven contends that Cynthia’s financial affidavit was improperly based on “one-time, extraordinary expenses,” and that the court should have disregarded these expenses in calculating maintenance. One problem with this argument is that the record does not indicate that the court based its maintenance award on the specific amounts listed in Cynthia’s affidavit. Rather, the court recognized that Cynthia overstated her expenses, but nevertheless determined that \$22,000 was an appropriate award. This was not improper, as the trial court was not required to make specific findings regarding the individual categories of expenses listed in Cynthia’s financial affidavit. *In re Marriage of Heroy*, 385 Ill. App. 3d 640, 654 (2008). To conclude that the trial court improperly relied on specific categories of expenses listed in Cynthia’s affidavit would be speculative. See *Heroy*, 385 Ill. App. 3d at 654 (“David’s argument that the trial court’s maintenance award was based on its acceptance of the specific amounts *** regarding travel, dining, and other expenses is based on pure speculation.”).

¶ 30 Furthermore, many of the expenses that Steven identifies in arguing that Cynthia overstated her reasonable needs actually support the trial court's maintenance award, because they are relevant to assessing the parties' standard of living during the marriage. Simply because the parties had a history of one-time expenditures does not make those expenses irrelevant to the issue of maintenance. "The benchmark for determining the amount of maintenance is the recipient's reasonable needs in light of the standard of living established during the marriage." *In re Marriage of Culp*, 341 Ill. App. 3d 390, 398 (2003). Steven focuses on the nonrecurring nature of the expenses in arguing that the maintenance award exceeded Cynthia's reasonable needs, but he ignores that the expenses were relevant to establishing the parties' standard of living during the marriage, which was appropriate for the court to consider.

¶ 31 For instance, the one-time expenses that Steven contends the trial court improperly considered included amounts the parties spent finishing the renovations to their home. Steven spends two full pages of his brief detailing the high-end upgrades that the parties made to nearly every room of the marital home, apparently in an effort to show that Cynthia will not incur additional remodeling expenses in the future. While Steven may be correct that these were nonrecurring expenses, he ignores that they elevated the parties' standard of living. The trial court properly considered these expenditures when it found that, although the parties had not "lived extravagantly," they had spent "considerable amounts" on their home. Steven's contention that the court was required to disregard the expenses because they were nonrecurring is without support in case law or the Act.

¶ 32 In arguing that the maintenance award exceeds Cynthia's reasonable needs, Steven also ignores Cynthia's tax obligation. Steven emphasizes that maintenance in the amount of \$22,000 exceeds Cynthia's "overstated" monthly living expenses of \$20,049. However, the monthly

living expenses listed in Cynthia's third financial affidavit do not include state and federal income tax. According to Cynthia, once taxes are taken into account, she will have a net monthly income of approximately \$14,740. Thus, Cynthia will not have sufficient income to meet the "overstated" living expenses listed in her financial affidavit.

¶ 33 Steven relies on *Brankin* to support his contention that the trial court should have discounted the expenses listed in Cynthia's affidavit. In that case, the trial court found that the petitioner's reasonable needs were "in the area of \$6,000 to \$6,500 per month" and fashioned a maintenance award based on that amount, rather than on the \$7,434 figure listed in her financial affidavit. *Brankin*, 2012 IL App (2d) 110203, ¶ 16. On appeal, the court rejected the respondent's argument that the petitioner's expenses were inflated, reasoning that the court had lowered the expenses to an amount it believed was reasonable. *Brankin*, 2012 IL App (2d) 110203, ¶ 17. Steven contends that the trial court should have done the same here.

¶ 34 The decision in *Brankin* actually supports the maintenance award in this case. As we have discussed, nothing in the record suggests that the court accepted the specific expenses listed in Cynthia's affidavit. Rather, the court found that the expenses were overstated. Once taxes are taken into account, the maintenance award leaves Cynthia with approximately \$14,470 per month to meet her living expenses. Thus, contrary to Steven's argument, the trial court did not award Cynthia maintenance in an amount that exceeded her "inflated expenses."

¶ 35 We also agree with Cynthia that the parties' standard of living during the marriage is not defined by spending alone. Rather, the parties' standard of living was based in part on the after-tax income that Steven earned. See *In re Marriage of Dunlap*, 294 Ill. App. 3d 768, 774 (1998) (analyzing the parties' standard of living based on their after-tax income). For a period of years, the parties chose to spend a significant portion of Steven's income on remodeling their home and

purchasing new cars, a motorcycle, and an ATV. As the trial court found, the parties also saved a significant portion of their income. Simply because the parties' marriage has been dissolved does not mean that Cynthia is not entitled to continue this pattern of expenditures. "A spouse should not be required to lower the standard of living established in the marriage as long as the payor spouse has sufficient assets to meet his needs and the needs of his former spouse." *In re Marriage of Walker*, 386 Ill. App. 3d 1034, 1044 (2008). Here, the court found that Cynthia was "entitled to receive an amount of maintenance that will allow her to live comfortably for as long as Steven is earning at the rate he currently is." Clearly, the trial court believed that Steven had the ability to pay Cynthia \$22,000 per month in maintenance without reducing his own standard of living. Based on the record before us, this was not an abuse of discretion. We note that, excluding his maintenance payments, Steven's financial affidavit dated February 7, 2014, listed monthly living expenses of \$14,490 per month. Given his average monthly income for the prior three years of \$62,250, Steven will have sufficient resources to pay taxes, maintenance, and his monthly living expenses, while still having discretionary income remaining.

¶ 36 Steven also argues that the maintenance award of \$22,000 was excessive because, while receiving temporary support in the same amount, Cynthia saved more of the support payments than she spent. We disagree that this was evidence that the award was excessive. Cynthia testified that, during the dissolution proceedings, she did not live the same lifestyle that she had lived during the marriage. She limited her spending, because she was unsure about the future and the outcome of the divorce. Thus, the trial court was not required to reduce the maintenance award simply because Cynthia saved a portion of the temporary support she received.

¶ 37 We also disagree with Steven that the trial court failed to consider the income Cynthia could earn from employment or from the assets awarded to her in the dissolution. Although one

of the policies underlying the Act's maintenance provisions is to enable dependent former spouses to become financially independent, that " 'goal is often not achievable in light of the dependent former spouse's entitlement to maintain the standard of living established during the marriage.' " *In re Marriage of Selinger*, 351 Ill. App. 3d 611, 618 (2004) (quoting *In re Marriage of Lenkner*, 241 Ill. App. 3d 15, 25 (1993)). Here, the trial court found that, while Cynthia "should not be excused from her obligation to seek some form of employment, it would be difficult and impracticable to expect her to find the type of employment that would provide her with the level of income to which she is entitled." This finding was appropriate in light of the testimony that Cynthia lacked a college degree and had last worked outside of the home in 1990, doing clerical work for between \$11,500 and \$16,500 per year. Furthermore, Cynthia testified that she planned to begin taking college courses in the summer, which suggests that she would be pursuing an education as opposed to finding employment in the near future. The trial court reasonably decided to make maintenance reviewable in three years, which will permit the court to reassess the parties' circumstances at that time.

¶ 38 Regarding Cynthia's ability to earn income from her share of the marital property, the trial court found that, "[w]hile Cynthia will have significant assets awarded to her, her income will never come even remotely close to Steven's or the household income enjoyed by the parties during the marriage." Thus, it is clear that the trial court considered the "significant assets" Cynthia would be awarded in the dissolution. The court was not required to apply various rates of return or make specific findings regarding the amount of income that Cynthia's assets could produce. *In re Marriage of Nord*, 402 Ill. App. 3d 288, 295 (2010). Furthermore, "[a] spouse seeking maintenance should not be required to sell assets or impair capital to maintain herself in a manner commensurate with the standard of living established in the marriage as long as the

payor spouse has sufficient assets to meet both his needs and the needs of his former spouse.” *In re Marriage of Drury*, 317 Ill. App. 3d 201, 207 (2000). As we discussed above, Steven will be able to afford the maintenance payments while still maintaining his own standard of living.

¶ 39 We also reject Steven’s argument that the trial court improperly speculated when it projected his income for 2014. The court found that Steven earned an average of \$747,000 per year from 2011 to 2013 and was “projected to earn in excess of \$800,000” in 2014. It appears that the finding with respect to Steven’s 2014 income was based on his testimony that he earned \$68,130 during the first month of 2014. Multiplied by 12 months, this would total \$817,560 in annual income. However, even assuming that it was improper to project Steven’s 2014 income in this manner, nothing in the record suggests that the trial court relied on its projection of Steven’s 2014 income in setting the amount of maintenance. Rather, the record establishes that the court balanced all of the relevant section 504(a) factors and set maintenance at an amount that was reasonable in light of Steven’s average income from recent years. We decline to reverse the award based on the court’s projection of Steven’s 2014 income, which did not significantly differ from his recent annual income or from the gross income listed in his financial affidavit, which was \$66,269 per month, or \$795,228 per year.

¶ 40 Steven also contends that, in estimating his 2014 income, the court ignored his testimony that the intermodal shipping industry is suffering a downturn due to consolidations and that his largest client could be bought out by another company. However, Steven testified only to his fears about consolidations in the industry affecting his income. He did not testify that his income had already been affected. In fact, Steven testified that his income in recent years had increased due to acquiring additional business from an existing client. Furthermore, as we discussed, the

trial court made maintenance reviewable in three years, which will permit the court to reevaluate maintenance at that time and to reduce the award if Steven's income does in fact decline.

¶ 41 Finally with respect to maintenance, we disagree with Steven that the trial court's finding that the maintenance award amounted to "roughly 35%" of his after-tax income requires reversal. Steven correctly points out that, using the \$747,000 figure for his income, \$22,000 per month amounts to 35% of his gross income, not his after-tax income. However, we decline to reverse on this basis. Stephen has not explained why a maintenance award equal to 35% of his gross income necessarily was an abuse of discretion. As we discussed above, the maintenance award was reasonable, in that it will permit Cynthia to maintain the standard of living established during the marriage without impairing Steven's ability to maintain his own standard of living. Under the facts of this case, a maintenance award equal to 35% of Steven's gross income was not an abuse of discretion.

¶ 42 **B. Joint Tax Return**

¶ 43 Steven next contends that the trial court abused its discretion in ordering the parties to file a joint income tax return for 2013. Steven points out that, when it ordered him to pay temporary unallocated support of \$22,000 per month, it imposed the tax obligation for the support payments on Cynthia. However, in the judgment of dissolution, the court reversed its prior order, requiring the parties to file a joint tax return and to allocate any taxes owed or refunds received 65% to Steven and 35% to Cynthia. According to Steven, the trial court's order "imposes unfair and adverse tax consequences" on him.

¶ 44 Cynthia responds that, generally, filing a joint tax return results in a lower tax obligation than filing separate tax returns. In addition, Cynthia argues that allocating the tax liability or refund 65% to Steven and 35% to Cynthia was appropriate, given that Cynthia's support

payments amounted to 35% of Steven's income. Furthermore, Cynthia argues that the trial court acted within its authority by modifying its prior order, which was a nonfinal interlocutory order.

¶ 45 We agree with Cynthia that the trial court was permitted to modify its prior order. "Generally, a trial court may review, modify or vacate its interlocutory orders at any time before final judgment." *In re Marriage of Herrick*, 267 Ill. App. 3d 131, 135 (1994). Here, the court's order concerning the tax consequences of the temporary support payments was interlocutory, and it had the authority to modify the order when it entered the judgment for dissolution.

¶ 46 Furthermore, we agree with Cynthia that the trial court did not abuse its discretion in ordering the parties to file a joint tax return for 2013. Although Steven asserts that filing a joint tax return results in greater tax liability for him, he fails to explain how or why separate tax returns would decrease his tax liability. We decline to speculate as to the tax consequences of the two scenarios.

¶ 47 However, we agree with Steven that the trial court abused its discretion in ordering that "[a]ny taxes owed or refunds received shall be divided 65% to Steven and 35% to Cynthia." The problem with the trial court's order is that, because of its wording, it causes the ultimate allocation of the parties' tax obligation to depend on the amount of taxes that Steven prepaid during 2013 either through withholding or otherwise. For example, if Steven's withholdings exceeded the taxes owed, then Steven will pay 100% of the parties' taxes and, on top of that, pay 35% of the resulting refund to Cynthia. Or, if Steven's withholdings were less than the taxes owed, then Cynthia will owe to Steven 35% of the remaining taxes due, with Steven paying less than 100% of the parties' taxes. We conclude that no reasonable basis exists for allocating the parties' tax obligation in this manner. See *Arjmand*, 2013 IL App (2d) 120639, ¶ 32 (an abuse of discretion occurs where no reasonable person would take the view adopted by the trial court).

Therefore, we reverse the provision of the judgment of dissolution ordering that “[a]ny taxes owed or refunds received shall be divided 65% to Steven and 35% to Cynthia.” We remand to the trial court for entry of an order that allocates the parties’ total tax obligation for 2013 in a manner consistent with this opinion.

¶ 48

C. Life Insurance

¶ 49 Steven maintains that the trial court abused its discretion in ordering him to maintain his current life insurance policies as security for Cynthia’s maintenance payments. He points out that, in dividing the parties’ marital property, the court awarded him the \$170,076 cash value of one of the life insurance policies. He argues that, because he is required to maintain the policy, he “receives no economic benefit” from the policy’s cash value. According to Steven, this results in Cynthia receiving 60% of the marital estate, instead of 55%. He contends that “this shift in the property allocation thereby affects the maintenance award,” and he asks this court to reverse and remand for a reevaluation of maintenance. In addition, Steven contends that the court failed to make the statutory findings concerning life insurance that are outlined in section 504(f)(1) of the Act (750 ILCS 5/504(f)(1) (West 2012)).

¶ 50 Cynthia responds that Steven receives an economic benefit from the insurance policy’s cash value, because he is obligated to maintain life insurance only as long as his maintenance obligation continues. She points out that his maintenance obligation would end if she died or remarried. Regarding the trial court’s alleged failure to make the statutory findings, Cynthia argues that the evidence with respect to life insurance was not in dispute.

¶ 51 Section 504(f) of the Act provides that a court may order that a maintenance award “be reasonably secured, in whole or in part, by life insurance on the payor’s life.” 750 ILCS 5/504(f) (West 2012). It further provides:

“With respect to existing life insurance, provided the court is apprised through evidence, stipulation, or otherwise as to level of death benefits, premium, and other relevant data and makes findings relative thereto, the court may allocate death benefits, the right to assign death benefits, or the obligation for future premium payments between the parties as it deems just.” 750 ILCS 5/504(f)(1) (West 2012).

We review a court’s decision to require life insurance as security for a maintenance obligation for an abuse of discretion. *Brankin*, 2012 IL App (2d) 110203, ¶ 34.

¶ 52 We reject Steven’s contention that the court’s life insurance award resulted in a “shift in the property allocation,” which thereby requires reversal of the maintenance award. In making this argument, Steven assumes that the trial court intended to award Cynthia only 55% of the marital property and that the amount of maintenance would have been different had the court awarded Cynthia 60% of the marital property. The problem with this assumption is that the court did not explicitly state that it was awarding Cynthia 55% of the marital property. Rather, it awarded specific accounts and specific items of property to each party. We decline to speculate that the trial court intended to award Cynthia exactly 55% of the marital property or that it failed to consider the effects of requiring Steven to maintain his current life insurance policies.

¶ 53 Furthermore, we agree with Cynthia that the trial court’s failure to make the findings discussed in section 504(f)(1) of the Act does not require reversal given that the evidence concerning the life insurance policies was undisputed. As Cynthia discusses, the parties stipulated to the value of the two life insurance policies Steven owned. One was a term life insurance policy with no cash value. The other was a variable life insurance policy with a cash value of \$170,076. In his financial affidavit, Steven reported that he paid premiums for the policies totaling \$1,200 per month. Steven testified that he was the insured on both policies.

Cynthia testified that the life insurance death benefit at the time of trial was \$2,000,000. Neither party disputed any of the evidence offered with respect to the policies.

¶ 54 Notably, Steven does not argue that it was improper for the trial court to require him to maintain his life insurance policies. He simply argues that the court's failure to "make the requisite statutory findings" requires reversal. Because the evidence concerning the life insurance policies was undisputed, and because Steven has not articulated any way in which he was prejudiced by the court's failure to make specific findings, we decline to reverse on this basis. See *In re Marriage of Connors*, 303 Ill. App. 3d 219, 230 (1999) ("Reviewing courts have consistently held that, where the record is adequate to provide a basis upon which to review the propriety of the decision and the decision is supported by the evidence, the reviewing court will not reverse solely because specific findings are lacking.").

¶ 55 D. Attorney Fees

¶ 56 Steven's final argument is that the trial court abused its discretion in "equalizing" the parties' attorney fees. He contends that section 508(a) of the Act permits the court to order a party to contribute to his own or the other party's attorney fees only "after due notice and a hearing" and "after considering the financial resources of the parties" (750 ILCS 5/508(a) (West 2012)). He argues that the court's order "effectively required Steven to contribute to Cynthia's fees," without giving Steven notice, conducting a hearing, or considering the parties' financial resources. He further contends that the attorney fee award "further distorted the already disproportional share" of the marital property that Cynthia received.

¶ 57 We disagree that the court's order "effectively required Steven to contribute to Cynthia's fees" or "further distorted" the division of property. The court did not order Steven to contribute to Cynthia's attorney fees. Rather, the court ordered that, because Steven had used \$99,000 of

the parties' marital funds to pay his attorney fees, while Cynthia had used only \$35,335 to pay her fees, Cynthia was entitled to use an additional \$63,664 of the parties' marital funds to pay her attorney fees. In substance, this was an equitable allocation of the parties' marital property, not an order under section 508(a) for either party to contribute to the other party's fees.

¶ 58 Furthermore, if the trial court had not "equalized" the parties' attorney fees in the manner it did, then the court would have acquiesced in Steven's use of \$63,664 more in marital funds to pay his attorney fees than Cynthia had used to pay her attorney fees. The effective result would have been Cynthia contributing to Steven's attorney fees. See *Heroy*, 385 Ill. App. 3d at 668 (holding that, where the trial court failed to account for the portion of the marital debt used to pay the petitioner's attorney fees prior to allocating the marital debt between the parties, "the court inadvertently required [the respondent] to contribute to [the petitioner's] attorney fees"). The trial court did not abuse its discretion in treating attorney fees in the manner it did.

¶ 59

III. CONCLUSION

¶ 60 For the reasons stated, we reverse in part and affirm in part the judgment of the circuit court of Kane County, and we remand for further proceedings.

¶ 61 Affirmed in part; reversed in part; remanded.