

Nos. 1-25-0504, 1-25-0506 (cons.)

NOTICE: This order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

<i>In re</i> MARRIAGE OF	)	
DEMITA JACKSON,	)	Appeal from the
Petitioner-Appellee,	)	Circuit Court of Cook County
	)	
and	)	No. 2021 D 006724
	)	
LATISHA JACKSON,	)	The Honorable D. Renee Jackson,
Respondent-Appellant.	)	Judge, presiding.

JUSTICE OCASIO delivered the judgment of the court.
Presiding Justice Navarro and Justice Quish concurred in the judgment.

ORDER

¶ 1 *Held:* The dissolution judgment was affirmed where appellant's claims of error were either foreclosed by appellant's failure to provide a complete record on appeal, premature, or defeated by the doctrines of forfeiture or invited error.

¶ 2 LaTisha Jackson appeals from a judgment dissolving her marriage to Demita Jackson. For the following reasons, we affirm.

¶ 3 I. BACKGROUND

¶ 4 The parties were married on April 15, 2018. In August 2021, Demita filed the petition for dissolution giving rise to this appeal. The matter proceeded to trial, which was held across various dates in 2023. The record on appeal does not include a transcript of the trial or any other proceedings.

¶ 5 On April 3, 2024, the court found that the elements for dissolution had been satisfied, ordered the parties to meet with a hearing officer on the issue of maintenance, and ordered counsel for LaTisha to submit a proposed judgment to the court.

¶ 6 On July 25, 2024, the trial court entered a dissolution judgment. The judgment identified two marital homes, one on South Loomis Street, the other on South Parnell Avenue. It noted that, per a previous order, the parties had already divided the proceeds from selling the Loomis home. It awarded the Parnell home to Demita. It awarded LaTisha a 2020 Nissan Altima and Demita a 2022 Chevrolet Malibu LT. It ordered Demita to pay LaTisha \$1700, representing LaTisha's share of a refund Demita had received from a furniture store. Both parties had 401(k) accounts. To ensure that the amounts were split equally, the court ordered Demita to transfer \$2771.52 from her account to LaTisha. Each party would retain the bank accounts in their name and any other items of personal property in their possession. Finally, the court accepted the recommendation of the hearing officer to deny maintenance, ordered each party to bear her own costs and attorney fees, and denied Demita's request for a plenary order of protection.

¶ 7 LaTisha filed a timely motion to clarify the dissolution judgment. The court denied the motion on February 20, 2025.

¶ 8 LaTisha filed two notices of appeal on March 10, 2025. The first notice of appeal (No. 1-25-0504) indicated that she was appealing from the April 3, 2024 preliminary dissolution order, the July 25, 2024 dissolution judgment, and a judgment or order dated March 3, 2025.¹ The second notice of appeal (No. 1-25-0506) indicated that she was appealing from the July 25, 2024 dissolution judgment and the February 20, 2025 order denying her motion to clarify. We consolidated the appeals at LaTisha's request, and the parties have filed their briefs *pro se*.

¶ 9 II. ANALYSIS

¶ 10 Initially, LaTisha has not included any transcripts of the trial or other proceedings in the record on appeal. As the appellant, she has the burden of presenting us with a sufficiently complete

¹ The record does not reflect the entry of a judgment or order on March 3, 2025.

record to support her claims of error. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391 (1984). In the absence of a complete record, we presume that the trial court's judgment "was in conformity with law and had a sufficient factual basis." *Id.* at 392. Any doubts that arise from the absence of a transcript are resolved against the appellant. *Id.*

¶ 11 Before the reaching the merits, we also note that LaTisha's *pro se* brief violates both Illinois Supreme Court Rule 341(h) (eff. Oct. 1, 2020) and the instructions printed on the form that she used to prepare her brief. Her arguments, such as they are, are found primarily in her statement of facts, which is not proper. See Ill. S. Ct. R. 341(h)(6) (eff. Oct. 1, 2020) (requiring the facts to be set out "without argument or comment"). The argument section itself contains little actual argument and, aside from individual references to the criminal fraud statute (which is not applicable here) and Rule 137, contain only a vague reference to section 503 of the Illinois Marriage and Dissolution of Marriage Act (the Act) (750 ILCS 5/503 (West 2024)). It does not, as it should, "contain the contentions of the appellant and the reasons therefore with citation of the authorities and the pages of the record relied on." Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020). These violations would justify striking her brief and dismissing her appeal. See *Global Research Distribution, Inc. v. One Stop Mailing LLC*, 2025 IL App (3d) 240298, ¶ 23. Nevertheless, it seems clear that LaTisha is attempting to raise the six issues set forth in her statement of facts, so we choose to overlook her noncompliance with the rules and address her arguments as best we can.

¶ 12 A. The Parnell Home

¶ 13 LaTisha first argues that, because the Parnell home was purchased during the marriage, it qualifies as marital property and she has an interest in it. She asks us to order a buyout of that interest or a sale of the home. The trial court addressed the Parnell home in the dissolution judgment, finding that it was marital property and awarding it solely to Demita.

¶ 14 Under the Act, the court is empowered to "divide the marital property *** in just proportions considering all relevant factors." 750 ILCS 5/503(d) (West 2024). This does not require a mathematically equal division of assets. *In re Marriage of Katsap*, 2022 IL App (2d) 210706,

¶ 137. Instead, the court should divide the marital property equitably. *Id.* We review the trial court's distribution of marital property for an abuse of discretion. *In re Marriage of McLean*, 2025 IL App (5th) 250094, ¶ 49. An abuse of discretion may be found where the court's decision was clearly against logic, arbitrary, made without conscientious judgment, beyond the bounds of reason, or ignorant of the law. *Id.*

¶ 15 Here, the record does not allow us to determine whether the trial court abused its discretion. The dissolution judgment does not disclose the trial court's reason for awarding the Parnell home solely to Demita, and without a transcript, we cannot determine whether that would be a reasonable outcome given the evidence before the court at trial. We therefore presume that the court's decision was legally sound and adequately supported by fact. *Foutch*, 99 Ill. 2d at 392.

¶ 16 B. The \$1700 Award to LaTisha

¶ 17 In the dissolution judgment, the court ordered Demita to pay a sum of \$1700 to LaTisha, and it directed Demita to pay this sum by making 17 monthly payments of \$100 to LaTisha's attorney, who would then tender the payments to LaTisha. LaTisha does not challenge this distribution, but she alleges on appeal that she never received those payments from her attorney.

¶ 18 This claim of error is not properly before us in this appeal. If LaTisha has reason to believe that Demita is not complying with the dissolution judgment, she should first raise the matter in the circuit court, which retains jurisdiction for the purpose of enforcing its decrees. *In re Marriage of Klose*, 2023 IL App (1st) 192253, ¶ 41; see 750 ILCS 5/511 (West 2024) (setting out procedure for enforcing dissolution judgments).

¶ 19 C. Retirement Accounts

¶ 20 The dissolution judgment required Demita to pay LaTisha \$2771.52 out of her 401(k) account to equalize each party's share of their respective retirement accounts. LaTisha alleges on appeal that Demita has not made the required payment. She also alleges that, before the dissolution judgment was entered, Demita's 401(k) account was transferred to another financial institution and she failed to provide notice of that to either LaTisha or to the court.

¶ 21 Once again, these matters are not properly before us. To the extent LaTisha believes that Demita is not complying with the dissolution judgment, she may seek to enforce the judgment in the trial court. See *Klose*, 2023 IL App (1st) 192253, ¶ 41; 750 ILCS 5/511 (West 2024). Similarly, if any of the judgment’s terms need to be modified to reflect changes in circumstances, LaTisha can ask the trial court to make those changes in a modification petition. *In re Marriage of Seffren*, 366 Ill. App. 3d 628, 635 (2006); see 750 ILCS 5/511 (West 2024). Unless and until she raises these issues in the trial court, we are not in a position to review them on appeal.

¶ 22 D. Rehabilitative Maintenance

¶ 23 In the dissolution judgment, the trial court accepted the recommendation of the hearing officer and denied maintenance to both parties. On appeal, LaTisha asks us to “revisit rehabilitation” and “award rehabilitation maintenance.”

¶ 24 We find that LaTisha has forfeited her request for rehabilitative maintenance. In her opening brief, she does not even try to explain why she is entitled to maintenance. See *People v. Williams*, 267 Ill. App. 3d 82, 86 (1994) (“A contention on appeal will be [forfeited] when it is supported only by conclusory statements, with no citation to authority.”). She does address the issue to an extent in her reply brief, but that is too late. See Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020) (“Points not argued [in the opening brief] are forfeited and shall not be raised in the reply brief.”).

¶ 25 Forfeiture aside, any argument that LaTisha was entitled to rehabilitative maintenance is defeated by the absence of a transcript. Whether to order maintenance and, if ordered, selecting the appropriate amount and duration of a maintenance obligation are all questions committed to the trial court’s discretion, so our review is only for an abuse of that discretion. *In re Marriage of Harms*, 2018 IL App (5th) 160472, ¶ 24. The record shows that LaTisha’s motion to clarify asked the court, among other things, to specifically address rehabilitative maintenance. The order denying the motion to clarify specifies that the court’s denial was made “[f]or the reasons stated in open court.” Without a transcript, we do not know what those reasons were; we have no way to

review them. We must therefore presume that the trial court's decision to deny maintenance was legally sound and adequately supported by fact. *Foutch*, 99 Ill. 2d at 392.

¶ 26 E. Attorney Fees

¶ 27 LaTisha next asks us to order Demita to pay 60% of LaTisha's attorney fees. The Act does contemplate awards of attorney fees in dissolution proceedings. See 750 ILCS 5/508(a) (West 2024). The record shows, however, that LaTisha submitted a proposed dissolution judgment to the trial court expressly providing that she would pay her own attorney fees and waiving her right to a hearing on attorney fees. Thus, we do not need to consider whether the trial court should have awarded attorney fees to LaTisha: any error the court may have made in this regard was invited by LaTisha. See *Givens v. City of Chicago*, 2023 IL 127837, ¶ 77 ("[A] party forfeits his right to complain of an error where to do so would be inconsistent with the position taken by that party in an earlier court proceeding.").

¶ 28 F. Life Insurance Benefits

¶ 29 Finally, LaTisha appears to assert that she is entitled to some unspecified amount of benefits in connection with a life insurance policy. The dissolution judgment says nothing about a life insurance policy. To the extent that there was testimony or other evidence about the supposed policy at trial, the lack of a transcript means we must presume that the trial court did not err. See *Foutch*, 99 Ill. 2d at 392.

¶ 30 We acknowledge that LaTisha has included a handful of materials that appear to relate to this claim in the appendix to her brief. However, these materials are not part of the record on appeal, so we may not consider them. *Kilpatrick v. Baxter Healthcare Corp.*, 2023 IL App (2d) 230088, ¶ 11 ("[A]ttachments to appellate briefs that are not contained in the certified record on appeal cannot be used to supplement the record and are not properly before a reviewing court.").

¶ 31 III. CONCLUSION

¶ 32 For the foregoing reasons, we affirm the judgment of the trial court.

¶ 33 Affirmed.