2026 IL App (2d) 230420-U
No. 2-23-0420
Order filed August 7, 2026

NOTICE: This order was filed under Illinois Supreme Court Rule 23(b) and is not precedential except in the limited circumstances allowed under Rule 23(e)(1).

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

In re MARRIAGE OF KARANN J. STEWARD, Petitioner-Appellee,

and

ROBERT F. OURY, Respondent-Appellant.

Appeal from the Circuit Court of Kane County.
Honorable René Cruz, Charles Petersen, and Keith A. Johnson, Judges, Presiding.
No. 19-D-1107

JUSTICE HUTCHINSON delivered the judgment of the court.
Justices McLaren and Mullen concurred in the judgment.

ORDER

¶ 1 *Held*: (1) The trial court did not err in voiding the prenuptial agreement between the parties, where enforcement of the agreement would place Steward in a condition of penury, and the agreement on the whole was not fair and reasonable; (2) The trial court's award of maintenance was not in error, even though it failed to make specific factual findings as required by Section 504(b-2) of the Illinois Marriage and Dissolution of Marriage Act. The record on appeal adequately allowed this court to review the propriety of the spousal maintenance order; (3) Oury's procedural due process rights were not violated in the proceedings below; and (4) The trial court's marital property classifications of certain property were not against the manifest weight of the evidence.

¶ 2 Appellant, Robert Oury, appeals the trial court's order finding the prenuptial agreement between the parties void and unenforceable; the divorce decree later entered that awarded appellee, Karann Steward, spousal maintenance and determined certain property to be marital property; and the order denying Oury's post-trial motions. For the following reasons, we affirm.

¶ 3 I. BACKGROUND

¶ 4 Karann Steward and Robert Oury were married on March 30, 1986. Steward filed a petition for dissolution of marriage on September 16, 2019. Oury filed his counter-petition on February 19, 2020, noting the existence of a prenuptial agreement between the parties. He requested the trial court enforce that agreement.

¶ 5 As the case progressed, Steward filed a petition to set temporary maintenance, which the trial court granted on October 7, 2020. Temporary maintenance was set at $2,400 per month, equivalent to $1,000 per month in 1986 dollars.

¶ 6 Additionally, Oury filed a complaint for declaratory judgment, seeking a court order finding that the prenuptial agreement was valid and enforceable. Steward responded, and additionally filed a "Petition for Declaration of Unconscionability (Maintenance Provision) Contained in Prenuptial Agreement Dated 28 March, 1986." It is does not appear as though Oury's complaint for declaratory judgment was ever ruled upon. However, on April 15, 2021, the trial court set Steward's petition for hearing on July 20, 2021. A trial on the merits of the underlying divorce was also scheduled for July 27 through 29, 2021. Steward filed an amended petition on April 20, 2021, seeking an order declaring the entirety of the prenuptial agreement unconscionable.[1] On April 28, 2021, Steward filed an "Amended Petition for Declaration of

[1]Although the amended petition was entitled "Amended Petition for Declaration of Unconscionability (Maintenance Provision) Contained in Prenuptial Agreement Dated 28 March 1986," the actual body of the petition sought a finding of unconscionability of the whole prenuptial agreement. See *In*

Unconscionability Per 735 ILCS 5/2-701 Prenuptial Agreement Dated 28 March, 1986." The April 20, 2021, amended petition was withdrawn, per the trial court's April 28, 2021, order. The order also set the newly filed amended petition (filed April 28, 2021) for hearing on July 20, 2021.

¶ 7 On July 20, 2021, the matter proceeded to hearing on Steward's second amended petition for declaration of unconscionability. Prior to testimony, there was some discussion of whether the trial court had previously ruled on the maintenance provision of the prenuptial agreement, as a court order dated October 7, 2020, indicated that Oury was to pay Steward maintenance $2,400 monthly. Ultimately, it was concluded that there had been no trial on that issue, and the hearing continued.

¶ 8 Steward first called Oury as an adverse witness. He testified that he and Steward were married on March 30, 1986. Prior to the marriage, they entered into a prenuptial agreement that had been prepared by Wayne Hannah, a friend of theirs who was an attorney. The prenuptial agreement was either Oury's idea, or Oury's attorney's idea. Oury could not remember exactly. At the time of the signing, Steward was pregnant with the parties' son. While Oury could not remember many details of the signing (where the signing took place, whether or not he was present while Steward was receiving legal advice regarding the agreement, when the signing took place), he testified that Steward's father was representing her, despite him not being an attorney. Additionally, while both parties disclosed their assets, his assets were significantly larger than Steward's.

¶ 9 The prenuptial agreement provides that in the event of divorce, Oury will pay Steward $1,000 per month. He believed that to be fair, both at the time the agreement was signed and now.

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re Marriage of Wendy S. and George D., 2020 IL App (1st) 191661, ¶ 18 ("It is the substance of a filing, not the title, that controls.").

At the time of the hearing, Oury believed Steward's property interests to include a 2006 Mercedes.

¶ 10 Regarding Oury's assets at the time of the hearing, Oury testified that he owns a company called Rotec, which pays him a $75,000 annual salary; two townhomes in Hampshire, Illinois, that were purchased on behalf of Rotec; 20 acres of farm property near Hampshire, Illinois; and a First American Bank account ending in 7402.

¶ 11 Rotec is a company that invents, manufactures, and supplies specialized construction equipment, primarily for placing concrete on dams. Oury started the business in 1966 and it has operated worldwide since then. Typically, Oury travels during installation of the equipment, to assist in "dealing with the customer[s]." During his travel, he will incur expenses for lodging, travel, and food that he pays for with three different credit cards. He will then submit his expenses to Rotec for reimbursement.

¶ 12 Currently, Rotec is experiencing financial difficulties. Three of its five large cranes, which would normally be leased out for $40,000 to $50,000 per month, are stuck in India and are not making the company any money. Additionally, a Chinese competitor has overtaken a lot of Rotec's business. Rotec also owes the Internal Revenue Service (IRS) an excess of 2.4 million dollars. The company is on a payment plan to resolve the tax debt, wherein it pays the IRS $6,500 a month. Lastly, Rotec owes the Illinois Department of Revenue (IDR) a significant amount of money and is paying $10,000 a month to resolve the debt.

¶ 13 The matter was continued to July 27, 2021, for continued hearing on Steward's amended petition for declaration of unconscionability. On that date, Steward was called to testify in the continued hearing on Steward's amended petition for declaration of unconscionability. At the beginning of her testimony, the following interaction occurred:

"MR. CHAPSKI [KARANN STEWARD'S ATTORNEY]: Judge, I think there's a stipulation that this proof can also be considered in the underlining [*sic*] divorce case as well because, otherwise, I will be repeating it twice. We'll have two trials within one.

THE COURT: Mr. Kuzniar.

MR. KUZNIAR [ROBERT OURY'S ATTORNEY]: Well, I mean, obviously, we're going to get into other issues that are beyond this, but a lot of the factual issues will remain the same.

THE COURT: All right. Very well."

¶ 14 Steward continued to testify as follows. She is 69 years old and currently resides in Gilberts, Illinois. The land on which she resides is divided into two parcels. Her home is approximately 480 square feet and is on the larger parcel of land, which is 24.24 acres. There is a second house on this parcel of land, where Robert resides. The parties' son, James, and his family also live on the parcel of land in a mobile home. Steward moved onto the land in 1983.

¶ 15 The parties used to own 190 acres of land across the highway, referred to as "Indian Hills." They ran a horse boarding operation there from 2001 until 2015. They land was foreclosed upon in 2014 or 2015.

¶ 16 Steward and Oury first met in 1974. They were never engaged. In March 1986, Oury presented the idea that the parties enter into a prenuptial agreement before marriage. Although the prenuptial agreement indicates that she consulted with her father prior to signing it, she testified that she did not do so. Further, her father was not an attorney. At the time she signed the agreement, she does not believe she consulted with anyone. At the signing, she met with Hannah for approximately 15 minutes at his office in the Sears Tower in Chicago, Illinois.

¶ 17 Steward believes there are several terms of the agreement that Oury has failed to comply with. For example, Oury agreed to obtain a life insurance policy with Steward as the beneficiary. He never did so, as far as Steward knows.

¶ 18 Under the prenuptial agreement, Steward would only be entitled to $1,000 per month, and her interest in the 24.24 acre parcel of land, which is encumbered by liens far exceeding the property's value. Additionally, under another provision of the agreement, many assets acquired by Oury during the marriage would be considered non-marital, as they were acquired in Oury's name only.

¶ 19 At the time she signed the prenuptial agreement, Steward was three months pregnant with the parties' son. She felt as though she had to sign the agreement if "[she] was ever going to get married." After his birth, she took on the role of homemaker and mother. Steward and Oury lived separately throughout the duration of their marriage, so he did not contribute towards cleaning, cooking, and shopping.

¶ 20 Regarding Steward's work history, she worked outside of the home at Indian Hills until 2015, paying herself a salary of $3,000 month for about five years. Prior to that, she worked full-time as a computer programmer from 1974 until 1986, when she married Oury. She then intermittently worked as a part-time computer programmer from 1986 until 2000. Steward used to own stock in Amoco, which was bequeathed to her by her father after his passing. She was forced to sell the stock in 2013 in order to pay property taxes on the Indian Hills property, as Oury had not paid it. She paid a total of $185,691 to bring the property taxes current and retain the property. Although Oury paid her back for this, she has since used the funds, as she was previously relying on the stock dividends for her daily expenses.

¶ 21 Currently, Steward is unable to work due to a serious heart issue. She receives social security in the amount of $1,129 per month. She has $10,000 in her checking account, no savings account, no retirement account, and a 2006 Mercedes valued at approximately $4,000. Should the prenuptial agreement be enforced, she could not afford her expenses.

¶ 22 On cross-examination, she testified that though she had the opportunity to speak with her father or outside counsel about the prenuptial agreement, she chose not to and simply signed the document anyway. She also confirmed that she had a college education and read the document before signing. At the signing, no one threatened her or forced her to sign the agreement. She signed it voluntarily.

¶ 23 On redirect examination, Steward testified that she and Oury were married just two days after the prenuptial agreement was signed. She felt pressured to sign it, as the only way they were going to get married was if she signed it. On re-cross, she testified that Oury never told her exactly that if she didn't sign the prenuptial agreement, he would refuse to marry her.

¶ 24 At this point, the matter was continued to the following day, July 28, 2021. Oury's attorney indicated that he would like to present Wayne Hannah as a witness but was having difficulty getting ahold of him. After some discussion, the parties agreed to reserve closing argument on Steward's amended petition for declaration of unconscionability, pending the availability of Hannah to testify. The trial court noted that it would allow proofs to be reopened should either party deem it necessary. The parties then proceeded on to the merits of the underlying divorce.

¶ 25 Steward was called as the first witness in the underlying divorce and testified as follows. She and Oury were married on Mach 30, 1986. During the marriage, they had one son, who at the time of the trial was a fully emancipated adult. Irreconcilable differences have caused an irretrievable breakdown of the marriage and future attempts at reconciliation would be futile. Steward and Oury have been living separately for a period well in excess of two years.

¶ 26 At the conclusion of Steward's testimony, the trial court found that it had jurisdiction over the parties and the subject matter and that the grounds of irreconcilable differences had been proven by competent evidence.

¶ 27 Oury was then called as the next witness in the underlying divorce. He testified as follows. Over the course of the litigation, he has had several lawyers, to whom he has paid significant sums. He hired Benedict Schwarz and paid him approximately $3,000 to $4,000. He hired Garret Malcolm and paid him approximately $3,000 to $5,000. He hired Tom Hartwell, though he could not recall how much he paid him. And he hired his current lawyer, and has paid him approximately $10,000 thus far.

¶ 28 Oury also testified regarding his bank accounts. He is an authorized signatory on Rotec's accounts. Petitioner's exhibit No. 28 was a bank statement dated June 20, 2021, belonging to Rotec Industries. It showed an ending balance of $200,535. Rotec Leasing also has a bank account with Fifth Third. However, Oury did not produce any documents associated with this account, despite his personal bank statements showing deposits from Rotec Leasing. His personal checking account also showed significant deposits from Rotec. Oury said these were likely expense reimbursements but could not say for sure.

¶ 29 Regarding the two townhomes in Hampshire, he does not know their value. One he bought for $60,000 and the other he bought for $150,000. He also listed "two antique cars" worth $10,000 in his financial statement. One is a "red half-ton Chevy pickup truck." He is unsure of the model, but he paid $7,500 for it. The other vehicle is an old Chevy El Camino that he bought for approximately $2,000.

¶ 30 During the marriage, Oury also bought 19.56 acres of land off of I-90 which is currently being held in trust by First American Bank. On direct, he testified that he does not know the value of that land. On cross-examination, he testified that he bought the land for $400,000. The land was originally purchased because it was contiguous to the Indian Hills horse farm. Since that property was foreclosed on, the 19.56-acre property has been used by the parties' son to bale hay, as well as for equipment storage. Oury concluded his testimony and the matter was continued to the following day for another potential witness for Oury's case-in-chief and closing arguments.

¶ 31 On July 29, 2021, Oury's attorney indicated Wayne Hannah was unavailable to testify and therefore, he would not be putting forth Hannah's testimony. There was again some discussion about how to proceed. Steward's attorney noted: "We agreed the other day to take the divorce case proof with the proof on the vacature [*sic*] of the prenuptial agreement." (*Supra* ¶¶ 13, 24). Oury's attorney denied this. Ultimately, the parties continued with closing argument on Steward's second amended motion. Then, the matter was set for September 8 and 10 for the trial court's ruling on the validity of the prenuptial agreement and for continued trial on the merits of the underlying divorce.

¶ 32 Before those dates, Theodore Kuzniar withdrew as Oury's attorney. Michael Doyen entered his appearance on Oury's behalf on August 18, 2021.

¶ 33 On September 8, 2021, the matter was continued to September 10, 2021. No report of proceedings from September 8 was included in the record on appeal. Steward was called again to testify. She testified that she receives approximately $1,100 per month in Social Security, but it is being garnished 15%. Her monthly income after the garnishment is $960. Her income is being garnished due to a failure of the couple to pay personal taxes, which also resulted in a tax lien being placed on the 24.24-acre of land on which she lives. She spends about half her time on that property. She usually spends the winter in Arizona with her sister and also spends time in Texas with her brother. Steward requested the court award her all her furniture, collections, works of art, utensils, and other personal property currently contained in her home. She also requested to be awarded the equipment listed in petitioner's exhibit No. 35, the 24.24-acre parcel of land, and the 6-acre parcel of land. She does not want Oury to live on the property, as he tends to do whatever he wants. He has come to her home about once a week in the hours between 2 and 4 in the morning. After Steward's testimony, petitioner rested.

¶ 34 There was again some discussion on the record about how the case would proceed. Ultimately, the parties agreed that respondent would proceed with his case-in-chief after a short recess. Robert Oury was called again to testify. He testified as follows. In 1972, he began acquiring several properties in Gilberts, Illinois. His 24.24-acre homestead, which he still owns, was "like a jigsaw puzzle." It fit together with the other adjacent property in the area that he had acquired. At the time he started acquiring his property, it was at the beginning of the relationship with his wife. When he acquired the property, it was "in complete shambles." He spent the first couple of years cleaning up the land. This involved bulldozing buildings, picking up garbage, pruning trees, and taking down fences. Around 1980, Steward moved into one of the buildings on the land. From the time she moved in until the eventual breakdown of their marriage, they did not share a common bedroom. They lived in separate buildings on the same property and would visit each other.

¶ 35 Regarding the property listed in petitioner's exhibit No. 35, Oury testified that he believes he owned most of it before the marriage in 1986. He also denied that Steward paid the taxes on their properties, though he did not bring in any proof of payment showing he paid them.

¶ 36 On redirect examination, Oury testified that he lives on the property 100% of the time, whereas Steward is only there half the year. He also works near Gilberts.

¶ 37 Over the course of the hearing and trial, 36 exhibits were entered into evidence.[2] Exhibits relevant to this appeal are discussed in detail below.

¶ 38 Petitioner's exhibit No. 10A was a copy of the prenuptial agreement. It read, in relevant part, as follows:

> "3. The parties agree that all property acquired subsequent to the living commitment or marriage in the name of either party alone shall be excluded from the category of 'marital property' as defined in the 1977 Act, shall not be presumed to be such 'marital property' and shall be treated as 'non-marital property' for the purposes of the 1977 Act.
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> * * *
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> 7. If a decree, judgment or order of divorce, dissolution of marriage, declaration of invalidity of marriage, legal separation or separate maintenance shall be entered in a proceeding between the parties, or if the parties wilfully [*sic*] separate ~~while living together before marriage~~, Wife waives, renounces and relinquishes all rights to alimony, maintenance, support, property settlement, attorneys' fees, court costs and other payments and all property rights of every sort which may have arisen as a result of the marriage, including any rights of dower and homestead and rights in any marital or non-marital property except that Wife shall be entitled to receive (i) the sum of $12,000 per year, payable monthly in advance, (ii) the sum of $12,000 per year, payable in advance for each child, natural or adopted, of the marriage until such child or children reach the age of 21

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[2]We note that none of the admitted exhibits were retained by the clerk of the circuit court and therefore were not originally included in the record on appeal. On March 11, 2025, we granted Oury's motion to supplement the record with 29 of the 36 admitted exhibits. 7 of the exhibits were unavailable.

years, and (iii) any legal interest Wife may have in marital property as joint tenant or tenant in common.

> 8. If a decree, judgment or order of divorce, dissolution of marriage, declaration of invalidity of marriage, legal separation or separate maintenance shall be entered in a proceeding between the parties, Husband waives, renounces and relinquishes all rights to alimony, maintenance, support, property settlement, attorneys' fees, court costs and other payments and all property rights of every sort which may have arisen as a result of the marriage, including any rights of dower, curtesy and homestead and rights in any marital or non-marital property."

The agreement also contained the following handwritten sentence on the last page of the document: "Couple will own Gilbert's homestead *** jointly."

¶ 39 Petitioner's exhibit No. 10B was the parties' financial disclosures at the time of signing of the prenuptial agreement. It showed Oury's total assets to be $6,775,652 and his net worth to be approximately $5,234,140. It showed Steward's net worth to be approximately $35,800.

¶ 40 Petitioner's exhibit No. 35 is a list of equipment on the property: Allis-Chalmers 7040, Allis-Chalmers 200(6), Allis-Chalmers 7080(3), Allis-Chalmers 220(3), Allis-Chalmers 7045(2), Allis-Chalmers D21, Allis-Chalmers D19, Allis-Chalmers D17, Allis-Chalmers D15, Allis-Chalmers D14, 2 New Holland Hay mowers, 2 John Deere rakes, 2 Heston 4655 hay balers, Claas 1050T tedder, Allis-Chalmers 8550, Allis-Chalmers WD45, Allis-Chalmers 7020, Allis-Chalmers 7000, EZ Trail Hay Wagons, and Allis-Chalmers 7060 with batwing mower.

¶ 41 Proofs were then closed and the trial court advised the parties it would have a ruling on Steward's second amended petition before the next court date of September 23, 2021.

¶ 42 On September 14, 2021, the trial court entered a written order, granting Steward's second amended petition thereby vacating the prenuptial agreement in its entirety:

> "By way of background, the parties have been married for 35 years. This prenuptial agreement was entered before the passage of the Illinois Uniform Premarital Agreement Act of 1990 so the current act does not apply. Currently, [Karann Steward] is 70 years old. She received $1000 per month which has been increased to $2400 per [month] after a hearing before Judge Cruz. Currently, she is not employable, owns a 2006 Mercedes worth $4000 and the remainder of an inheritance of $10,000.
>
> For the agreement to be enforced, it must meet 3 conditions. There must be full disclosure, there are unforeseeable events that occurred after the agreement, and the agreement was an <u>equitable financial settlement.</u>
>
> * * *
>
> I do not find Mr. Oury to be credible based on his evasive testimony and the manner in which he testified.
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> In this case, I find M's [*sic*] Steward to be a credible and convincing witness about these issues at the time of the Prenuptial Agreement where she was unrepresented. There was unrebutted testimony that the Husbands' [*sic*] lawyer gave her legal advice before the signing. That was clearly a conflict of interest. She was pregnant with Mr. Oury's child. To her the signing of the prenuptial agreement was a condition of getting married.
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> While her father was present, he was not an attorney and there is no testimony that he gave her any advice nor had any input as to whether she should sign the agreement. There was no showing that she had any knowledge about her husband's financial assets or financial affairs before signing the agreement.

> I find she has met her burden of proof to void the premarital agreement. It clearly reduces her to penury and it was not an equitable agreement in any fashion, then or now. There was no full disclosure and the breakdown of the relationship was unforeseeable.
>
> * * *
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> Accordingly, Mr. Chapski's Amended Motion to Vacate the Prenuptial Agreement is granted."

¶ 43 On September 23, 2021, the parties proceeded to closing argument on the merits of the divorce. The matter was then continued for decision on the merits of the divorce. The trial court instructed the parties to submit their proposed judgments by October 1, 2021. On October 4, 2021, a judgment of dissolution of marriage was entered. However, this was vacated on October 29, 2021, as it was entered inadvertently.

¶ 44 On October 14, 2021, Oury filed a "Motion for Clarification and Reconsideration, or in the Alternative to Re-Open Proofs." He argued that Steward's amended petition only sought a finding of unconscionability as to the maintenance provision of the prenuptial agreement, that the matter was never actually scheduled for a trial on the merits, that Steward cannot accept the benefits of the prenuptial agreement and then seek to void or vacate the agreement, and that Steward cannot factually or legally establish a condition of penury. He also filed a post-trial motion on October 19, 2021, stating that it appeared the judgment was entered inadvertently, and requesting it be vacated. As noted earlier, the trial court vacated the judgment on October 29, 2021, as it "was entered inadvertently."

¶ 45 The trial court re-entered the judgment of dissolution of marriage on November 9, 2021. It was exactly the same as the judgment inadvertently entered on October 4, 2021. It reads, in relevant part, as follows:

"The Court finds that Petitioner's income is approximately $890.00 net per month (see Petitioner's Exhibit 1 (Petitioner's Financial Affidavit)). Petitioner testified that as of September 10, 2021, her Social Security (monthly net take home of approximately $1,100.00 per month) is being garnished by approximately $210.00 per month. This results in a net monthly to Petitioner of $890.00 per month from Social Security. Petitioner's monthly expenses are approximately $5,300.00 per month leaving Petitioner approximately $4,410.00 per month short between her net income and her expenses.

The Court has examined bank statements for Respondent for his account at First American Bank ending in #6402. The Court finds that the average monthly deposits into First American Bank account ending in #6402 exceed what Respondent's has disclosed as his net monthly income on his Financial Affidavit (Petitioner's Exhibit #5). The Court further finds that Respondent utilizes the monies deposited into First American Bank account ending in #6402 for purposes of paying his monthly living expenses. On average from 2019 to at least the Spring of 2020, the deposits totaled in excess of $19,000.00 per month and exceed the income referenced in the Respondent's financial affidavit of gross $114,000.00 annually. The Court finds that Respondent's income is in excess of his stated income on his financial affidavit based on a review of these monthly deposits. On that basis, there is a sufficient reason to deviate (upward) from maintenance guidelines and, therefore, Respondent shall pay indefinite maintenance to Petitioner in the amount of $4,410.00 per month on the first day of each and every month commencing the first month subsequent to the date of the entry of the Judgment of Dissolution of Marriage. Respondent's maintenance obligation shall terminate upon the first of the triggering events to occur as set forth and described within 750 ILCS 5/510 of the Illinois Marriage and Dissolution of Marriage Act."

The trial court also determined the following to be marital property: the two townhomes located in Hampshire, Illinois; the 6.06 acres of land in northwest Kane County, tax assessment PIN #02-14-300-008; and "[a]ll tractors and machinery per and contained on Petitioner's ex. 35." The land, the tractors, and the machinery were awarded to Steward. The two townhomes were awarded to Oury.

¶ 46 Oury filed another post-trial motion on December 3, 2021. He argued, *inter alia*, that certain classifications of marital property were in error, that the trial court's calculation of maintenance was incorrect, and that his substantive due process rights were violated where the matter proceeded to a trial on the merits prior to the parties' having received a ruling on the validity of the prenuptial agreement. A hearing on the post-trial motions was held on December 28, 2021. The trial court took the matter under advisement and continued the case excessively over a lengthy period of time, until the motions were ultimately denied on October 19, 2023. In the time between when arguments were heard and a decision was made, a new judge was assigned to the case. The judge read the transcripts and reviewed the record before ruling. On October 20, 2023, Oury filed his notice of appeal.

¶ 47 II. ANALYSIS

¶ 48 On appeal, Oury raises four issues: (1) the trial court erred in vacating the prenuptial agreement; (2) the trial court erred in awarding maintenance as it failed to make specific findings of fact as required by Section 504(b-2) of the Illinois Marriage and Dissolution Act; (3) Oury was denied procedural due process when the trial court proceeded to a trial on the merits prior to ruling on the validity of the prenuptial agreement; and (4) the trial court erred in its classification of certain property as marital. Each of these issues will be addressed in turn, but ultimately, we affirm.

¶ 49 A. The Validity of the Prenuptial Agreement

¶ 50 We address Oury's first argument: that the trial court erred in vacating the prenuptial agreement. In support of this argument, he contends that: (1) the trial court's finding that the prenuptial agreement was not fair and reasonable was against the manifest weight of the evidence, and was beyond the relief requested in any pleading before the court; (2) the trial court erred in finding the enforcement of the prenuptial agreement would place Steward in a condition of penury; and (3) the trial court erred in not finding that because Steward had accepted the benefits of the prenuptial agreement, she was precluded from challenging its validity. He additionally notes that it is not clear from the record what exactly was before the trial court for hearing on July 20, 2021.

¶ 51 Before progressing further in our analysis, we must acknowledge the procedural complexities presented. A review of the record shows there were four documents filed addressing the prenuptial agreement. First, Oury's complaint for declaratory judgment filed March 16, 2020, wherein Oury sought a declaratory judgment finding the prenuptial agreement valid and enforceable. Second, Steward's "Petition for Declaration of Unconscionability (Maintenance Provision) Contained in Prenuptial Agreement Dated 28 March 1986," which was filed on March 23, 2020, and sought an order declaring the maintenance and property waiver provisions of the prenuptial agreement unconscionable and any further or different relief the court deemed appropriate. Third, Steward's "Amended Petition for Declaration of Unconscionability (Maintenance Provision) Contained in Prenuptial Agreement Dated 28 March, 1986," which was filed April 20, 2021, and sought an order finding the prenuptial agreement unconscionable and any further or different relief the court deemed appropriate. Fourth, Steward's "Amended Petition for

Declaration of Unconscionability Per 735 ILCS 5/2-701[3] Prenuptial Agreement Dated 28 March, 1986, which was filed April 28, 2021, and sought an order finding the prenuptial agreement unconscionable and any further or different relief the court deemed appropriate.

¶ 52 The record on appeal does not show that Oury's complaint for declaratory judgment was ever ruled upon. Generally, a subsequently filed notice of appeal following a litigant's failure to obtain a ruling on a motion renders the previously filed motion abandoned. *Rodriguez v. Illinois Prisoner Review Bd.*, 376 Ill. App. 3d 429, 433 (2007). Despite Oury's complaint for declaratory judgment not being a motion, the same logic applies. Oury failed to seek a ruling on his filing, so accordingly, he has abandoned it. It is immaterial whether this was an intentional abandonment, or an oversight related to the fact that Oury cycled through four different attorneys between the date the complaint for declaratory judgment was filed and the date when the hearing on Steward's amended petition took place.

¶ 53 Steward's petition filed April 20, 2021, amended the petition filed March 23, 2020. The April 20, 2021, was then withdrawn, per the trial court's April 28, 2021, order. The order also set the newly filed amended petition (filed April 28, 2021) for hearing on July 20, 2021. Therefore, despite Oury's contentions to the contrary, it *is* clear from the record that Steward's petition filed April 28, 2021, was before the trial court on July 20, 2021.

¶ 54 We do acknowledge that the trial court (and the parties, at various times) mistakenly refers to Steward's petition filed on April 28, 2021, as an amended motion to vacate the prenuptial agreement. The trial court's September 14, 2021, order indicates the matter "came on for hearing on an Amended Motion to Vacate the Prenuptial Agreement signed by the parties." However, it also indicates that Steward "filed the Amended Petition for Declaration of Unconscionability of

[3]This statute section is entitled "Declaratory judgments." 735 ILCS 5/2-701 (West 2020).

the Prenuptial Agreement." Based on this, it is clear that the trial court was aware of what filing it was ruling upon.

¶ 55 Returning to our analysis—first, we disagree with Oury's contention that the trial court awarded relief beyond what was requested in any pleading before the court. As Steward points out, in all filings addressing the prenuptial agreement, the parties' both sought any further or different relief the court deemed appropriate. "[T]he judgment of a court can be upheld if the relief [is] generally prayed for and [is] supported by the evidence." *In re Marriage of Hochleutner*, 260 Ill. App. 3d 684, 691 (1994). Because the parties generally prayed for relief related to the validity of the prenuptial agreement, the trial court did not award relief beyond what was requested. See *Jiffy Lube Intern., Inc. v. Agarwal*, 277 Ill. App. 3d 72, 726 (1996).

¶ 56 Next, as both parties note, because the agreement at issue here predates the Illinois Uniform Premarital Agreement Act (Act) (750 ILCS 10/1 *et seq*. (West 2020)), the common law will govern. *Berger v. Berger*, 357 Ill. App. 3d 651, 656 (2005). Prenuptial agreements are governed by the rules of contract construction. *In re Estate of Hopkins*, 166 Ill. App. 3d 652, 656 (1988). They are generally enforceable and the agreement is valid if it is entered into without fraud, duress, or coercion. *Id.* Prenuptial agreements that predate the Act are valid and enforceable so long as (1) an unforeseen condition of penury is not created due to lack of property resources or lack of employability; (2) the agreement is entered into with full knowledge and without fraud, duress, or coercion, and (3) the agreement is fair and reasonable. *In re Marriage of Murphy*, 359 Ill. App. 3d 289, 299 (2005); *Warren v. Warren*, 169 Ill. App. 3d 226, 230 (1988). Further, Illinois requires that prenuptial agreements guarantee both parties an equitable financial settlement in lieu of a waiver of their rights to property or maintenance. *Eule v. Eule*, 24 Ill. App. 3d 83, 87 (1974).

¶ 57 Oury contends that the trial court's finding that the entire prenuptial agreement was not fair and reasonable was against the manifest weight of the evidence. He argues that the determination of the validity and enforceability of the entire prenuptial agreement must be based on the circumstances that existed at the time the agreement was signed. He further contends that the term "unconscionability" has no place in the context of the common law standard for determining the validity and enforceability of a prenuptial agreement. While it may be true the Act codified a standard for finding a prenuptial agreement unenforceable which includes unconscionability, this does not mean unconscionability is not part of the common law analysis. The rules governing the interpretation of contracts *do* still apply to the interpretation of prenuptial agreements which predate the Act. *Kranzler v. Kranzler*, 2018 IL App (1st) 171169, ¶ 95. This includes unconscionability. *Id.* "The test for establishing an unconscionable contract is to determine whether the agreement is one which no reasonable person would make and no honest person would accept." *Id.* (quoting *In re Marriage of Drag*, 326 Ill. App. 3d 1051, 1055 (2002)). Nonetheless, we need not address unconscionability, as the trial court did not find the prenuptial agreement to be unconscionable. Rather, the trial court found that Steward had "met her burden of proof to void the premarital agreement" because it "reduced her to penury and it was not an equitable agreement in any fashion, then or now." Additionally, "[t]here was no full disclosure and the breakdown of the relationship was unforeseeable."

¶ 58 Here, the trial court's order was proper. As noted above, prenuptial agreements that predate the Act are valid and enforceable so long as (1) an unforeseen condition of penury is not created due to lack of property resources or lack of employability; (2) the agreement is entered into with full knowledge and without fraud, duress, or coercion, and (3) the agreement is fair and reasonable. *Warren*, 169 Ill. App. 3d at 230. Although some of the reasoning the trial court included in its order is flawed[4], its ultimate conclusion to void the prenuptial agreement was correct. We can affirm a trial court's decision for any reason supported by the record, regardless of the trial court's reasoning. *Murphy*, 359 Ill. App. 3d at 299. The record is clear that the prenuptial agreement was neither fair nor reasonable. Similarly to *Warren*, the agreement provides virtually no financial settlement for Steward, despite years of benefitting from a lifestyle funded entirely by Oury, which Steward has no hope of continuing on her own. *Warren*, 169 Ill. App. 3d at 231. Further, as will be discussed below, enforcement of the agreement would place Steward in a condition of penury.

¶ 59 Oury's next contention is that the trial court erred in finding the enforcement of the prenuptial agreement would place Steward in a condition of penury, because she receives social security, maintenance, and a valuable property interest in the form of her interest in 24.24 acre homestead parcel. He relies on two cases: *In re Marriage of Burgess*, 138 Ill. App. 3d 13 (1985) and *Berger v. Berger*, 357 Ill. App. 3d 651 (2005). We will address each in turn.

¶ 60 Oury first states that the *Burgess* court explained that the circumstances rendering a party to penury "must be more than a mere change in economic fortune" and "[s]uch a condition of penury could arise because of a lack of property resources or because of a condition of unemployability such as a catastrophic illness or other severe physical or mental impairment." *Burgess*, 138 Ill. App. 3d at 15. He then states that Steward offered no evidence other than her financial affidavit to explain why she would be unable to subsist on her social security and $1,000 per month in maintenance. We disagree that *Burgess* supports Oury's position. In *Burgess*, the court found that the wife was not reduced to a condition of penury as she had a net worth of $412,000; her husband received none of her pre-marital assets; and since separating from her

[4]For example, the trial court's order states "[t]here was unrebutted testimony that the Husbands' lawyer gave her legal advice before the signing." This is unsupported by the record.

husband, she was able to spend $22,000 on furniture, drapes, and other household items. *Burgess*, 138 Ill. App. 3d at 15. Clearly, Steward's situation is distinguishable. Her net worth is less than $35,800, her net worth at the time she entered the marriage. The largest asset she would receive under the prenuptial agreement is her interest in the 24.24-acre parcel, which is encumbered with liens far exceeding the property's value. The record also shows no extravagant expenses since the separation. Accordingly, *Burgess* is distinguishable from the instant case.

¶ 61 Oury next broadly claims that the *Berger* court held that the wife's waiver of maintenance was fair and reasonable in the circumstances of that case. He does not go into the details of those circumstances, nor does he compare those circumstances to those of the instant case. Because he has failed to elaborate on this argument, he has violated Illinois Supreme Court Rule 341(h)(7) and has forfeited the argument. *Trilisky v. City of Chicago*, 2019 IL App (1st) 182189, ¶ 54. Forfeiture aside, the facts of *Berger* are easily distinguishable from the instant case. The *Berger* court found that the maintenance waiver did not leave the wife without a financial settlement, as she was entitled to one-half the value of the marital residence, valued at $2.8 million; her non-marital assets valued at $322,000; and an $800,000 home she purchased separately from her husband. *Berger*, 357 Ill. App. 3d at 657. Additionally, although her asset disclosure statement listed her monthly income as $5,883, she had listed her monthly income as $28,000 on a recent mortgage application. *Id.* at 658. Here, Steward's monthly income is much more modest. She receives social security, which is being garnished, and is unable to seek employment due to a heart condition. And although under the terms of the prenuptial agreement she would be awarded half the value of the 24.24-acre parcel of land, that land is encumbered by significant liens which exceed the value of the property. Given all that, we do not find error in the trial court's determination that enforcement of the prenuptial agreement would place Steward in a condition of penury.

¶ 62 Oury also notes that "it was Robert's position at trial that the $1,000.00 per month provision for maintenance had already been modified by the trial court by its Order entered October 7, 2020 increasing monthly maintenance from $1,000.00 per month to $2,400.00 per month. [citations] The trial court never ruled on this issue." He does not explain how this would constitute reversible error. Regardless, the October 7, 2020, order awarded *temporary* maintenance. Temporary maintenance is proper during the pendency of a dissolution of marriage case, where an existing prenuptial agreement contains a maintenance provision that becomes effectual upon dissolution of marriage or at the time of legal separation. *In re Marriage of Woodrum*, 2018 IL App (3d) 170369, ¶ 111. Here, the maintenance provision of the parties' prenuptial agreement only becomes effectual "[i]f a decree, judgment or order of divorce, dissolution of marriage, declaration of invalidity of marriage, legal separation or separate maintenance [is] entered in a proceeding between the parties[.]" As such, the trial court was correct to grant temporary maintenance, and this decision did not prevent it from later granting permanent maintenance.

¶ 63 Oury's final contention is that the trial court erred in failing to find that because Steward had accepted the benefits of the prenuptial agreement, she was precluded from challenging its validity. He specifically claims that the benefits Steward accepted were (1) Oury's obligation to maintain a life insurance policy naming Steward as the beneficiary; and (2) having her name added to the deed of the homestead property. In terms of the life insurance policy, Steward testified that she has never seen proof of a life insurance policy. Oury testified that he *thinks* he had it at one time but that he did not currently have an active policy. No exhibit was entered into evidence showing this alleged former policy. Further, at oral arguments, Oury's attorney indicated that at Oury's age, obtaining an insurance policy would be cost prohibitive. The life insurance policy is not a benefit that Steward accepted, when its existence is unclear from the record on appeal.

¶ 64 Regarding the purported benefit of having her name added to the deed of the homestead property, this is distinguishable from the benefits in *Grot v. First Bank of Schaumburg*, 292 Ill. App. 3d 88, and *Wasserman v. Autohaus on Edens, Inc.*, 202 Ill. App. 3d 229. First, as both parties note, the prenuptial agreement is not clear as to the obligations regarding the homestead property. The only reference in the agreement is a handwritten addition: "couple will own Gilberts homestead *** jointly." Second, property rights are an ancillary benefit of marriage. *Obergefell v. Hodges*, 576 U.S. 644, 670 (2015).

¶ 65 In *Grot* and *Wasserman*, the benefits accepted were labor and capital. In *Grot*, a bank executed a note and a mortgage in the amount of $70,000 per the alleged written instructions of plaintiff and his business partner. *Grot,* 292 Ill. App. 3d at 89. He later filed suit against the bank, alleging that the execution of the loan documents constituted a breach of its fiduciary duty. *Id.* The court found that plaintiff directly benefited from the loan, as he applied the proceeds to satisfy obligations on which he was personally liable. *Id.* at 93.

¶ 66 In *Wasserman*, the defendants actively solicited Wasserman's participation in the business. *Wasserman*, 202 Ill. App. 3d at 239. Wasserman worked in the business as a manager for five years, in which time the business became increasingly profitable. *Id.* Wasserman also contributed financially to the business. *Id.* In other words, the benefits received by defendants were Wasserman's labor and capital.

¶ 67 These benefits in *Grot* and *Wasserman* are fundamentally different than the purported benefit of Steward's name being added to the deed of the homestead property. For that reason, we reject Oury's contention that the trial court erred in not finding that because Steward had accepted the benefits of the prenuptial agreement, she was precluded from challenging its validity.

¶ 68 B. Maintenance

¶ 69 Next, Oury argues that the trial court erred in its maintenance award as it failed to make specific findings of fact as required by Section 504(b-2) of the Illinois Marriage and Dissolution of Marriage Act. Steward, in response, argues that Oury cites to no case law in support of his argument, and that generally, so long as the basis of the maintenance award is established in the record, explicit findings are not required.

¶ 70 A trial court's maintenance award will not be disturbed absent an abuse of discretion. *In re Marriage of Brunke*, 2019 IL App (2d) 190201, ¶ 32. An abuse of discretion occurs where no reasonable person would take the view of the trial court. *Id.* To the extent our analysis requires statutory interpretation, our review is *de novo*. *In re Marriage of Dynako*, 2021 IL 126835, ¶ 14. Additionally, "[a] trial court's award of maintenance is presumed to be correct." *In re Marriage of Wojcik*, 2018 IL App (1st) 170625, ¶ 31.

¶ 71 Section 504(b-2) of the Act reads as follows:

> "Findings. In each case involving the issue of maintenance, the court shall make specific findings of fact, as follows:
>
> (1) the court shall state its reasoning for awarding or not awarding maintenance and shall include references to each relevant factor set forth in subsection (a) of this Section;
>
> (2) if the court deviates from applicable guidelines under paragraph (1) of subsection (b-1), it shall state in its findings the amount of maintenance (if determinable) or duration that would have been required under the guidelines and the reasoning for any variance from the guidelines; and
>
> (3) the court shall state whether the maintenance is fixed-term, indefinite,

reviewable, or reserved by the court." 750 ILCS 5/504(b-2) (West 2020).

Under the plain language of section 504(b-2) of the Act, the trial court *is* required to make specific findings where it deviates from the guidelines. However, "[w]here the record on appeal adequately allows the court to review the propriety of a spousal maintenance order, the order will not be reversed solely because specific findings of fact are not made." *In re Marriage of Galowich*, 2019 IL App (1st) 162270-U (citing *Blum v. Koster*, 235 Ill. 2d 21, 37-38 (2009)). Here, the record on appeal does allow us to review the propriety of the maintenance order, and it was not an abuse of discretion. The trial court made proper findings regarding the parties' disparate income. It also made findings regarding Steward's monthly expenses, noting a difference of $4,410 between her income and her expenses. It did not find Oury to testify credibly regarding his income. It is well established that it is for the trier of fact to determine witness credibility. *People v. Wells*, 2019 IL App (1st) 163247, ¶ 24. As such, we will not disturb this finding. The trial court goes on to note that it reviewed Oury's bank statements, and found deposits averaging $19,000 per month, which he used for his living expenses. Given Oury's lack of credibility and the disparity of the parties' incomes, we do not find the trial court's award of maintenance to be an abuse of discretion, even without section 504(b-2) specific findings.

¶ 72 Oury has made no other argument attacking the maintenance. As such, we affirm the trial court's award of maintenance.

¶ 73 C. Procedural Due Process

¶ 74 Oury next argues that he was denied procedural due process where the trial court proceeded to a trial on the merits prior to ruling on the validity of the prenuptial agreement. He contends that he was denied due process because (1) the validity of the premarital agreement had not yet been ruled on at the time of the trial, he had no burden of proof regarding the status of property held in his name as being marital or non-marital, and the presumption that property acquired during the marriage was marital was not applicable due to provision 3 of the prenuptial agreement (*Supra* ¶ 38); (2) the extensive delay of the decision on his post-trial motions prevented him from being heard at a meaningful time and in a meaningful manner; and (3) Steward's counsel routinely disparaged Oury.

¶ 75 We disagree with Oury's first contention. As Steward notes in her brief, Oury's attorney stipulated that evidence on both the validity of the prenuptial agreement and the merits of the underlying divorce was to be heard simultaneously. He also agreed to proceed with the merits of the underlying divorce before having a ruling on the validity of the prenuptial agreement. Under the invited error doctrine, a party may not induce the trial court to proceed in one manner and later contend on appeal that the course of action was in error. *166 Symphony Way, LLC v. U.S. Property Investments Group, LLC*, 2025 IL App (2d) 240040, ¶ 32. The record is clear. When Steward's attorney stated on the record that "there's a stipulation that this proof can also be considered in the underlining [*sic*] divorce case as well," Oury's attorney did not object. Nor did he object on July 28, 2021, when Steward's attorney inquired about getting a ruling on the motion prior to proceeding with the merits of the underlying divorce, and the trial court stated he should proceed to the merits but he would allow proofs to reopen should either party deem it necessary. Additionally, at no time did Oury's attorney make an offer of proof indicating the nature of evidence he would have explored had the validity of the prenuptial agreement been ruled upon. In short, Oury's knowingly and affirmatively acquiesced to the procedure he now challenges. We will not entertain his argument that it was in error on appeal.

¶ 76 Oury also claims that he was never put on notice that the validity and enforceability of the entire prenuptial agreement were at issue. However, Steward's second amended petition clearly states that "[e]nforcement of the Prenuptial Agreement will leave Petitioner in a state of penury and without <u>any</u> assets after being married to the Respondent for thirty-five (35) years" and "[t]he Prenuptial Agreement is unconscionable and unenforceable." Steward then sought a finding that the Prenuptial Agreement be declared unconscionable. Therefore, Oury had sufficient notice.

¶ 77 Oury's second contention is that the extensive delay of the decision on his post-trial motions prevented him from being heard at a meaningful time and in a meaningful manner. While we agree that the decision on his post-trial motions was delayed excessively, the record is unclear as to why these delays occurred. The orders continuing the decision do not provide an explicit reason for the numerous continuances, but they do show that defense counsel actively participated in the proceedings and apparently did not object to these continuances. There is no record of proceedings or bystander's reports from any of the interim court dates. An appellant has the burden to present a sufficiently complete record on appeal. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-392 (1984). "Any doubts which may arise from the incompleteness of the record will be resolved against appellant." *Id.* at 392. We also note that Oury does not fully analyze his procedural due process claim in his brief. See *Matthews v. Eldridge*, 424 U.S. 319 (1976). By failing to provide a sufficiently complete record and by failing to conduct a full analysis, he has forfeited his argument. *Foutch*, 99 Ill. 2d at 391-392; *Trilisky*, 2019 IL App (1st) 182189, ¶54.

¶ 78 Lastly, Oury contends that Steward's counsel routinely disparaged Oury. While this contention is included in his overarching due process argument, he does not make clear how this alleged disparagement resulted in a violation of his due process rights. As such, he has accordingly forfeited the argument. *Trilisky*, 2019 IL App (1st) 182189, ¶54. Assuming, *arguendo*, Oury is claiming that a due process violation stemmed from damage to his reputation because of counsel's disparaging statements, this argument fails. "Damage to one's reputation alone is insufficient to claim deprivation of a due process liberty interest[.]" *Lyon v. Department of Children and Family Services*, 209 Ill. 2d 264, 273 (2004).

¶ 79 D. Marital Property Classifications

¶ 80 Oury lastly argues that the trial court erred in classifying the following as marital property: the two townhomes located in Hampshire, Illinois; the 6.06 acre parcel of land in northwest Kane County, tax assessment PIN #02-14-300-008; and the farm equipment listed in Exhibit 35. We will not disturb a trial court's classification of property as marital or non-marital unless it is against the manifest weight of the evidence. *In re Marriage of James and Wynkoop*, 2018 IL App (2d) 170627, ¶ 20. A decision is against the manifest weight of evidence where the opposite conclusion is apparent or when the court's findings appear to be unreasonable, arbitrary, or not based on the evidence. *Id.* There is a rebuttable presumption that all property acquired by either spouse during the marriage is marital property, regardless of how title is held. *In re Marriage of Schmitt*, 391 Ill. App. 3d 1010, 1017 (2009). Any doubts as to the nature of the property are resolved in favor of finding that the property is marital. *Id.*

¶ 81 The two townhomes were undisputedly purchased by Oury during the marriage. There was no testimony that non-marital funds were utilized to purchase the townhomes. Given the rebuttable presumption that all property acquired by either spouse during the marriage is marital property, it was not against the manifest weight of evidence to conclude the two townhomes were marital property.

¶ 82 The 6.06 parcel of land *is* titled in GD Land Corporation's name. However, GD corporation was incorporated during the marriage[5]. See *Schmitt*, 391 Ill. App. 3d at 1019 (Business interests

[5]Petitioner's exhibit No. 33, a screenshot of the Illinois Secretary of State website showing an LLC search for GD Land Corp., was not included in the record on appeal. However, this court may take judicial

acquired after marriage are presumed to be marital property unless they were purchased with non-marital funds). The trial court correctly noted that because of this, any assets of GD Land were marital property. Oury failed to produce any evidence showing that GD Land was acquired with non-marital funds. As such, the company and its assets are considered marital funds, and the trial court's classification was correct.

¶ 83 Lastly, we address the farm equipment listed in petitioner's exhibit No. 35. In support of his claim that this equipment is non-marital, Oury states "Karann testified that the equipment listed on her Exhibit 35 is all 30 to 70 years old. [S]he cannot say when any of the equipment was purchased. Robert testified the majority of the items on Exhibit 35 were acquired before the marriage." The trial court found Oury's testimony not credible, and as previously noted, it is for the trier of fact to determine witness credibility. *Wells*, 2019 IL App (1st) 163247, ¶ 24. Steward's testimony that the equipment was 30 to 70 years old allows for the possibility that the equipment was obtained during the marriage. Any doubts as to the nature of the property are resolved in favor of finding that the property is marital. *Schmitt*, 391 Ill. App. 3d at 1017. Given that, we do not find the trial court's classification of the farm equipment as marital to be against the manifest weight of the evidence.

¶ 84 As a closing note, Oury's opening brief was single-spaced from pages 46 to 47, in violation of Illinois Supreme Court Rule 341(a), which indicates a brief's text must be double-spaced, with

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notice of matters that are readily verifiable from sources of indisputable accuracy. *People v. Alvarez-Garcia*, 395 Ill. App. 3d 719, 726 (1st Dist. 2009). A search conducted on the Illinois Secretary of State website indicates that GD Land Corp. was incorporated on December 8, 1998. Ill. Sec'y of State Bus. Entity Search, *GD Land Corp.*, https://apps.ilsos.gov/businessentitysearch/businessentitysearch [https://perma.cc/BV4H-L5MR] (last visited July 16, 2026). We take judicial notice of this information.

the exception of headings, quotations of two or more lines, and footnotes. Ill. S. Ct. R. 341(a) (eff. Oct. 1, 2020). It appears as though this was done in an effort to comply with the 50-page length limitation outlined in Illinois Supreme Court Rule 341(b). Ill. S. Ct. R. 341(b) (eff. Oct. 1, 2020). Oury's attorney is advised that the proper procedure is to seek leave to file a brief in excess of the 50-page limit, as denoted in Rule 341(b). *Id.* In the future, such action may result in the striking of his brief or the imposition of additional sanctions under Illinois Supreme Court Rule 375(a) (eff. Fe. 1, 1994). *In re Marriage of Chapa*, 2022 IL App (2d) 210772, ¶ 30-31.

¶ 85 III. CONCLUSION

¶ 86 For the reasons stated, we affirm the judgment of the circuit court of Kane County.

¶ 87 Affirmed.