2026 IL App (1st) 252439

No. 1-25-2439

Opinion filed September 15, 2026

Second Division

IN THE

APPELLATE COURT OF ILLINOIS

FIRST DISTRICT

In re MARRIAGE OF CYNTHIA HOWARD,	)	Appeal from the Circuit Court of Cook County.
Petitioner-Appellee,	)	
and	)	No. 20 D 4202
JEFFREY HOWARD,	)	Honorable Renee G. Goldfarb,
Respondent-Appellant.	)	Judge, presiding.

JUSTICE VAN TINE delivered the judgment of the court, with opinion.
Presiding Justice D.B. Walker and Justice Ellis concurred in the judgment and opinion.

OPINION

¶ 1 The trial court defaulted respondent Jeffrey Howard as a discovery sanction pursuant to Illinois Supreme Court Rule 219(c)(v) (eff. July 1, 2002), due to his refusal to produce complete and updated copies of his financial records in this divorce case. Following a default prove-up hearing under section 405 of the Illinois Marriage and Dissolution of Marriage Act (Act) (750 ILCS 5/405 (West 2024)), the court entered a default dissolution judgment. Jeffrey never attempted to vacate the Rule 219(c)(v) default finding, but he did move to vacate the default dissolution judgment, which the trial court denied. On appeal, Jeffrey challenges the trial court's denial of his motion to vacate the default dissolution judgment, denial of his motion to continue the default prove-up hearing, and division of the marital estate. We affirm.

¶ 2 I. BACKGROUND

¶ 3 The parties were married in 1995. They have two children who were teenagers when this case began but who are now adults.

¶ 4 On July 6, 2020, Cynthia filed a petition for dissolution of marriage citing irreconcilable differences. She alleged that Jeffrey abused alcohol and opioids at home and in front of the parties' children.

¶ 5 Litigation in the trial court spanned more than five years and was contentious. Four different attorneys represented Jeffrey, and he was a self-represented litigant for much of the case's final year in the trial court. Jeffrey's fifth and current attorney appeared at the very end of litigation in the trial court. The Honorable William S. Boyd presided over most of the proceedings and entered the Rule 219(c)(v) default finding, which Jeffrey did not challenge. The Honorable Renee G. Goldfarb presided over the default prove-up hearing and entered the default dissolution judgment. Jeffrey challenges Judge Goldfarb's rulings.

¶ 6 This appeal involves a default judgment resulting from discovery sanctions. Rule 219(c)(v) allows a trial court to default a party who unreasonably fails to comply with the supreme court's rules governing discovery or any trial court order regarding discovery. Ill. S. Ct. R. 219(c)(v) (eff. July 1, 2002). The first step in the default process is a default finding, which is different from a default judgment. *In re Haley D.*, 2011 IL 110886, ¶ 64. A default finding (sometimes called a default order) is an "interlocutory order that precludes the defaulting party from making any additional defenses to liability but in itself determines no rights or remedies." *Fidelity National*

Title Insurance Co. of New York v. Westhaven Properties Partnership, 386 Ill. App. 3d 201, 211 (2007). In a divorce case, once the court has entered a default finding, it "shall proceed to hear the cause upon testimony of petitioner taken in open court" at a default prove-up hearing. 750 ILCS 5/405 (West 2024). Following the default prove-up hearing, the court enters a default dissolution judgment. See *Venema v. Venema*, 74 Ill. App. 3d 416, 417 (1979); *In re Marriage of Cholach*, 2024 IL App (1st) 230618-U, ¶¶ 58-60; Ill. S. Ct. R. 23(e)(1) (eff. June 3, 2025) (we may cite unpublished Rule 23 orders issued on or after January 1, 2021, as persuasive authority).

¶ 7 A. First Contempt Proceedings

¶ 8 The first three years of litigation involved disputes about Jeffrey's misuse of marital assets. Below is a much-simplified history of these disputes.

¶ 9 On September 7, 2021, the trial court ordered Jeffrey to deposit his income into the parties' joint bank account, from which Cynthia would pay joint expenses such as the mortgage on the marital residence. On December 3, 2021, the court entered an agreed order prohibiting the parities from withdrawing or using marital assets without the other party's consent and requiring the parties to account for their income.

¶ 10 Jeffrey disobeyed both orders. In January 2022, he withdrew $100,000 from one of the parties' retirement accounts. In March 2022, he transferred $65,000 from the joint bank account to an account in his name only. On April 8, 2022, the court designated the $100,000 withdrawal as a pre-distribution to Jeffrey from the marital estate and prohibited him from using the remaining $65,000. Jeffrey still did not deposit his income into the joint bank account. Instead, he used that account to pay off his own credit cards. On July 22, 2022, the court entered an agreed order requiring Jeffrey to place the balance of the $65,000 withdrawal in escrow.

¶ 11 On July 27, 2022, the court entered an agreed order requiring Jeffrey to pay 70% of the parties' daughters' college expenses; Cynthia would pay 30%.

¶ 12 In emergency filings on September 15, 2022, and April 6, 2023, Cynthia alleged that Jeffrey had emptied the joint bank account to pay his own expenses. The court ordered Jeffrey to pay his personal and business expenses with his own credit cards.

¶ 13 On June 23, 2023, Cynthia filed a petition for a rule to show cause based on Jeffrey's failure to deposit his income in the joint bank account, provide an accounting of his income, and pay his portion of their daughters' college expenses.

¶ 14 On July 21, 2023, the court held Jeffrey in contempt and set a purge of $20,000. Jeffrey did not purge the contempt because he filed for Chapter 13 bankruptcy in Florida the following month. On May 3, 2024, the Florida bankruptcy court dismissed Jeffrey's case. On May 24, 2024, the trial court issued a body attachment against Jeffrey. On May 28, 2024, Jeffrey quashed the body attachment by paying $10,000, but the other half of the purge remained outstanding.

¶ 15 B. Second Contempt Proceedings and Default Sanctions

¶ 16 The fourth and fifth years of litigation primarily concerned Jeffrey's refusal to produce complete and updated financial records.

¶ 17 Cynthia served written discovery requests upon Jeffrey on December 4, 2020. On January 11, 2024, Cynthia sent Jeffrey a Illinois Supreme Court Rule 201(k) (eff. March 17, 2023) letter requesting that he supplement his production with 27 categories of updated financial records including his tax filings, bank statements, investment account records, payroll records, digital payment application data, credit card statements, and expense records. On February 22, 2024, Cynthia moved to compel those documents.

¶ 18 While Cynthia's motion to compel was pending, she sent Jeffrey a second Rule 201(k) letter concerning 16 of the 27 categories of documents her first Rule 201(k) letter addressed. This second Rule 201(k) letter reflected that as to all 16 categories, Jeffrey claimed he had already produced the documents, did not have any such documents, or would not produce documents because Cynthia could obtain them from third parties. On July 23, 2024, the court granted Cynthia's motion to compel and ordered Jeffrey to produce the 16 categories of documents by August 13, 2024.

¶ 19 On August 6, 2024, the court set the case for trial on December 2, 3, and 9, 2024.

¶ 20 On August 20, 2024, Cynthia filed a petition for a rule to show cause alleging that Jeffrey did not produce 12 of the 16 categories of documents at issue. Cynthia also requested that the court sanction Jeffrey pursuant to Rule 219(c) by finding him in default, barring him from presenting evidence at trial, and ordering him to pay her attorney fees and costs.

¶ 21 While the petition for a rule to show cause was pending, Cynthia sent Jeffrey a third Rule 201(k) letter requesting updated production of 44 categories of documents and a Rule 214 affidavit of completeness. See Ill. S. Ct. R. 214(c) (eff. July 1, 2018) ("The producing party shall furnish an affidavit stating whether the production is complete in accordance with the request.").

¶ 22 On October 9, 2024, Cynthia filed a second motion to compel. She argued that Jeffrey continued to falsely insist that he had complied with his discovery obligations. Cynthia explained that Jeffrey's failure to produce his financial records prevented her from meeting the October 21, 2024, discovery closure date, submitting expert reports by the November 4, 2024, deadline, and proving the value of the marital estate at trial in early December 2024. Cynthia again requested that the court sanction Jeffrey under Rule 219(c). In the alternative, she requested that the court extend the discovery deadlines and reset the trial date.

¶ 23 On October 24, 2024, the trial court struck the December trial date. Jeffrey's attorney withdrew and he proceeded as a self-represented litigant beginning on October 28, 2024.

¶ 24 On February 13, 2025, Cynthia sent Jeffrey a fourth Rule 201(k) letter. The next day, the trial court ordered Jeffrey to produce the documents identified in that letter within 21 days.

¶ 25 The court heard Cynthia's petition for a rule to show cause on April 4, 2025. Jeffrey admitted that he did not produce documents such as Colorado state tax returns for one of his businesses, Salveo Partners (Salveo), or a current statement for his Scotiabank account in Mexico. But the hearing mostly consisted of Jeffrey arguing with Cynthia's counsel and the court. The following exchange, which concerned Jeffrey's credit card statements, illustrates how most of this hearing went:

> "THE COURT: It says missing January 21st, 2017 statement, closing state[ment] September 2018.
>
> MR. HOWARD: I provided that.
>
> THE COURT: September 24th to February 25th.
>
> MR. HOWARD: I have provided that.
>
> [CYNTHIA'S COUNSEL]: He has not.
>
> MR. HOWARD: I have.
>
> [CYNTHIA'S COUNSEL]: Prove it.
>
> MR. HOWARD: You will see when you get back to your computer."

Because Jeffrey did not bring any of the documents at issue to the hearing, he could not show that he had complied with the court's orders to produce them.

¶ 26 The court held Jeffrey in contempt, finding that his noncompliance with discovery was willful and contumacious. The court stayed Jeffrey's incarceration for two weeks so he could produce the outstanding documents to Cynthia and prove his compliance in court. The court continued the matter, including Cynthia's request for default sanctions, to April 18, 2025.

¶ 27 At the April 18, 2025, hearing, the parties again argued about whether Jeffrey had produced the outstanding discovery. The court found that Jeffrey admitted he had not contacted his financial institutions and that he had not even attempted to learn what a Rule 214 affidavit of completeness was. Therefore, the court took Jeffrey into custody, set a $5,000 bond, and continued the matter to April 21, 2025.

¶ 28 Jeffrey bonded out the following morning and appeared at the April 21, 2025, hearing. The court entered a default finding against Jeffrey as a Rule 219(c)(v) sanction for his failure to comply with discovery. The court's order stated that Jeffrey "ha[d] no objection to being held in default." The reports of proceedings reflect the following exchange:

> "MR. HOWARD: What does a default mean?
>
> THE COURT: It means that once I default you we can go to prove-up and prove the case up and you'll be divorced.
>
> MR. HOWARD: And then whatever assets are there she gets 100 percent?
>
> THE COURT: Not necessarily.
>
> MR. HOWARD: Okay.
>
> THE COURT: You're not objecting to a default?

MR. HOWARD: If it doesn't—I'm not—I don't really know what a default means.

THE COURT: I just explained it to you.

MR. HOWARD: If it just means we can get divorced today then I'm up for it. It if means that we—

THE COURT: No, you're not going to get divorced today.

MR. HOWARD: Okay.

THE COURT: I'm going to grant [the] Motion for Default."

The court instructed Cynthia to notice a prove-up hearing.

¶ 29 Jeffrey did not move to vacate or reconsider the default finding.

¶ 30 C. Prove-Up Hearing

¶ 31 1. Prehearing Proceedings

¶ 32 On July 15 and 16, 2025, Cynthia served Jeffrey with notices of a default prove-up hearing on July 29, 2025. Cynthia attached a proposed dissolution judgment to the notices and submitted it to the court.

¶ 33 On July 17, 2025, Jeffrey filed a motion to continue the default prove-up hearing. He acknowledged receiving the notices but claimed he did "not have sufficient time to review, respond to, or adequately prepare the documentation requested, which spans approximately five years." Jeffrey did not propose a new date for the default prove-up hearing.

¶ 34 On July 25, 2025, Jeffrey filed a "response and objection" to Cynthia's proposed dissolution judgment. This document was essentially Jeffrey's proposed dissolution judgment. It addressed his income and employment, business interests, investment and retirement accounts, marital debts, maintenance payments to Cynthia, his dissipation of marital assets, attorney fees, and sanctions. Even though Jeffrey was present when the court entered the default finding, he claimed that he "was unaware of the entry of the default order until July 15, 2025, when he received the Notice of Prove-Up."

¶ 35 2. Default Prove-Up Hearing

¶ 36 At the July 29, 2025, default prove-up hearing, the court stated that it had reviewed the case's procedural history. The court denied Jeffrey's request for a continuance, finding that it was not in good faith and was for the purpose of undue delay. The court explained that because Jeffrey was in default, he could observe the prove-up hearing but could not participate in it.

¶ 37 Cynthia was the only witness. She essentially read her proposed dissolution judgment into the record through a direct examination consisting of leading questions. Throughout the hearing, Cynthia and her attorney referred to the exhibits attached to her proposed judgment but did not formally move them into evidence.

¶ 38 Relevant here, Cynthia testified that she and Jeffrey had been married for 30 years as of 2025. They "enjoyed a nice lifestyle during the marriage." Jeffrey was employed by "Deel d/b/a Nonco" (Nonco). His annual salary was approximately $250,000, and in January 2025, he received a $143,916.67 bonus. Jeffrey also had a 50% interest in Kief Capital Management (Kief), from which he received management fees, and was a partial owner of Salveo, from which he received distributions. The parties' experts valued Jeffrey's interests in Kief and Salveo as of December 2021, which was the most recent valuation available due to his refusal to produce updated financial records. Cynthia's expert valued Jeffrey's business interests at $2,022,000 and Jeffrey's expert valued his interests at $2,247,557, resulting in an average value of $2,134,778.50. The parties had a joint investment in Cornerstone Opportunity Partners (Cornerstone) worth $20,000. Cynthia was the sole owner of Howard Design Group; her income in 2025 was approximately $60,000.

¶ 39 During the marriage, Jeffrey was the family's primary earner and Cynthia was chiefly a homemaker. Jeffrey had a master of business administration (MBA) degree and "significantly higher earning capacity" than Cynthia. Cynthia sought $7,634.50 per month in statutory maintenance.

¶ 40 The parties' marital residence had an appraised value of $1,550,000. The mortgage balance was $411,828.56 and the equity was $1,138,171.44. Jeffrey moved out of the marital residence in July 2020.

¶ 41 Cynthia requested that the court award her Jeffrey's Merrill Lynch individual retirement accounts (IRAs) as well as her own IRA. She requested that the court award Jeffrey his Fidelity 401(k) account. Cynthia requested that the court award her a Merrill Lynch bank account and two Wintrust checking accounts and that it award Jeffrey the accounts in his name, including two Chase checking accounts, a Scotiabank account, and his PayPal and Venmo accounts. She also requested that the court award Jeffrey all his own investment and cryptocurrency accounts.

¶ 42 In his Florida bankruptcy case, Jeffrey claimed to owe the IRS $130,000 in back taxes. Both parties had incurred post-separation debts, including $330,348 that Cynthia borrowed from her parents to pay her attorney fees and $113,372 the parties jointly borrowed from Cynthia's parents to pay for their daughters' high school education. Cynthia requested that Jeffrey "be solely responsible for the debts listed in the proposed judgment" "in consideration of the taxes and penalties incurred by [him] from the liquidation of his retirement accounts, as well as the dissipation claims." Cynthia proposed that she be responsible for her parents' loan to pay her attorney fees.

¶ 43 Cynthia testified that Jeffrey did not deposit $128,971.63 into the parties' joint bank account as the court ordered. He did not pay $57,793.55 for their daughters' college expenses. Jeffrey spent $115,769.42 more than what the court allowed for his housing costs, $26,496.13 more than what the court allowed for his pet expenses, and $116,099.95 in unapproved business and furniture expenses. In addition, Jeffrey had not paid $10,000 to purge the first contempt order. Cynthia requested that the court enter judgment as to all the above amounts.

¶ 44 3. Default Dissolution Judgment

¶ 45 Immediately following the default prove-up hearing, the court entered Cynthia's proposed dissolution judgment with a few handwritten changes.

¶ 46 Relevant here, the court awarded Cynthia $7,634.50 in monthly maintenance, which would terminate upon either party's death, Cynthia's remarriage or *de facto* remarriage, or further court order. The court also awarded Cynthia the marital residence.

¶ 47 As to retirement accounts, the court awarded Cynthia her own Merrill Lynch IRA as well as Jeffrey's two Merrill Lynch IRAs. Jeffrey received his Fidelity 401(k). The court awarded Cynthia a Merrill Lynch bank account and two Wintrust checking accounts and awarded Jeffrey his Chase checking accounts, Scotiabank account, and PayPal and Venmo accounts. In addition, the Court awarded Jeffrey all his own investment accounts, cryptocurrency accounts, and Nonco stock. The court awarded Cynthia her interest in Howard Design Group and Jeffrey his interests in Kief and Salveo, as well as the parties' interest in Cornerstone.

¶ 48 The court allocated all marital debt to Jeffrey except for Cynthia's loan from her parents to pay her attorney fees. The court explained that it allocated debt to Jeffrey

> "[i]n consideration of the taxes and penalties incurred by Jeffrey from his liquidation of the retirement accounts which were previously award[ed] to Jeffrey as a pre-distributions of marital funds and in consideration of Cynthia's dissipation claims against Jeffrey in the sum of $115,769.42 in excess housing costs pursuant to the November 16, 2021 court order; the sum of $26,496.13 in excess pet related costs pursuant to the November 16, 2021 [court order]; the sum of $116,099.95 pursuant to the September 28, 2022[,] [o]rder, whereby Jeffrey continued to erroneously pay business expenses from his bank accounts and failed to reimburse same or charge same to the separately designated credit card and Jeffrey's withdrawal of marital assets during the irretrievable breakdown of the marriage while failing to account for same and significant and excessive funds on furniture/furnishings and Jeffrey's unilaterally incurring *** debts since the parties' separation."

¶ 49 Finally, the court entered three monetary judgments against Jeffrey: $10,000 for the outstanding contempt purge, $128,971.63 for his failure to deposit his income in the parties' joint bank account, and $57,793.55 for his failure to contribute to the children's college expenses.

¶ 50 The dissolution judgment included 11 exhibits marked A through K. Five exhibits are attached to the judgment: (A) an Illinois maintenance worksheet, (B) a July 27, 2022, agreed order regarding the parties' children's educational expenses, (C) a September 7, 2021, agreed order regarding housing expenses, (D) an October 7, 2022, order regarding distributions of marital funds from escrow, and (J) an April 8, 2022, order enjoining Jeffrey from unilaterally withdrawing marital funds and designating $100,000 he had already withdrawn as a "pre-distribution from the marital estate." The other six exhibits are "by reference only," meaning that the documents themselves are not attached to the judgment. The cover sheets for these exhibits indicate that they were (E) a "Spreadsheet of Monies Owed from Jeff['s] Income," (F) "College Expenses Owed," (G) "Dissipated Housing Costs," (H) "Dissipated Pet Expenses," (I) a "Dissipation Spreadsheet," and (K) a "Marital Balance Sheet."

¶ 51 D. Motion to Vacate

¶ 52 On August 25, 2025, Jeffrey's current counsel appeared and moved to vacate the default judgment pursuant to sections 2-1203(a) and 2-1301(e) of the Code of Civil Procedure (735 ILCS 5/2-1203(a), 2-1301(e) (West 2024)). Jeffrey's motion did not claim that he had or would comply with discovery, and it did not challenge the Rule 219(c)(v) default finding. Rather, it challenged the trial court's (1) denial of his motion to continue the prove-up hearing, (2) handling of evidentiary issues at the default prove-up hearing, (3) division of the marital estate, (4) maintenance order, and (5) money judgments related to the first contempt proceedings.

¶ 53 On October 12, 2025, Cynthia filed a response to Jeffrey's motion to vacate. She argued that Jeffrey did not even acknowledge his noncompliance with discovery much less offer an excuse for it. Cynthia also contended that because Jeffrey was in default, he had no right to present evidence at the prove-up hearing. Cynthia concluded that the trial court properly relied on her unopposed testimony in entering the default dissolution judgment.

¶ 54 The court heard Jeffrey's motion to vacate on October 30, 2025. Jeffrey emphasized that he was not an "inactive non-participant" during this case; rather, he had "been deeply involved in the litigation on an ongoing basis." Jeffrey contended that he was entitled to "a trial on the merits" because Cynthia's testimony at the default prove-up hearing did not support the default dissolution judgment. Cynthia contended that although Jeffrey demanded a "trial on the merits," such a trial was impossible because he never produced the discovery that would be necessary to try the case. The court denied Jeffrey's motion to vacate.

¶ 55 On November 25, 2025, Jeffrey filed a notice of appeal challenging the default dissolution judgment and the trial court's denial of his motion to vacate it.

¶ 56 Litigation continued in the trial court. While the parties were briefing Jeffrey's motion to vacate, Cynthia filed a petition for a rule to show cause based on Jeffrey's failure to pay maintenance and reimburse her for their daughters' college expenses. That petition remained pending after Jeffrey filed his notice of appeal. The electronic docket indicates that the trial court held Jeffrey in contempt on January 9, 2026. See *TCF National Bank v. Richards*, 2016 IL App (1st) 152083, ¶ 50 (we take judicial notice of the trial court's electronic docket). Cynthia filed a petition for attorney fees and costs on March 13, 2026, and Jeffrey responded on May 12, 2026. On July 30, 2026, the trial court ordered Jeffrey to pay Cynthia's attorney fees and struck the case from the call.

¶ 57 II. ANALYSIS

¶ 58 Jeffrey challenges the trial court's denial of his motion to vacate the default dissolution judgment, denial of his motion to continue the default prove-up hearing, and division of the marital estate.

¶ 59 A. Jurisdiction

¶ 60 The parties do not contest our jurisdiction, but we have an independent duty to consider whether we have jurisdiction over this appeal. See *In re Marriage of Duggan*, 376 Ill. App. 3d 725, 727 (2007).

¶ 61 "Every final judgment of a circuit court in a civil case is appealable as of right." Ill. S. Ct. R. 301 (eff. Feb. 1, 1994). To appeal a final judgment, a party must file a notice of appeal "within 30 days after the entry of the order disposing of the last pending postjudgment motion directed against th[e] judgment." Ill. S. Ct. R. 303(a) (eff. July 1, 2017). Jeffery filed a notice of appeal within 30 days of the denial of his motion to vacate the default dissolution judgment.

¶ 62 But after Jeffrey filed that notice of appeal, contempt and attorney fee proceedings continued in the trial court. Those postdissolution proceedings were "claims" separate from the petition for dissolution of marriage. See *In re Marriage of Crecos*, 2021 IL 126192, ¶ 45; *In re Marriage of Teymour*, 2017 IL App (1st) 161091, ¶ 41; *Sachdev v. Sachdev*, 2026 IL App (1st) 241431-U, ¶¶ 16-21; When an action involves multiple claims, a party may appeal from a final judgment that disposes of some but not all the claims only if the trial court finds that there is no just reason to delay enforcement or appeal or if some other exception applies. Ill. S. Ct. R. 304 (eff. Mar. 8, 2016). In a divorce case, if a party tries to appeal a final judgment as to one claim when other postdissolution claims are still pending, the appellate court lacks jurisdiction unless the trial court included Rule 304(a) language. *Crecos*, 2021 IL 126192, ¶ 45. In this case, the trial court did not include Rule 304(a) language in either the default dissolution judgment or its order denying Jeffrey's motion to vacate. Therefore, Jeffrey's notice of appeal was premature. See *id.*

¶ 63 Illinois Supreme Court Rule 303(a)(2) (eff. July 1, 2017) "acts to save appeals that would otherwise be premature." *Duggan*, 376 Ill. App. 3d at 727-28. It provides that

> "When a timely postjudgment motion has been filed by any party, whether in a jury case or a nonjury case, a notice of appeal filed before the entry of the order disposing of the last pending postjudgment motion, or before the final disposition of any separate claim, becomes effective when the order disposing of said motion or claim is entered." Ill. S. Ct. R. 303(a)(2) (eff. July 1, 2017).

Jeffrey filed a timely postjudgment motion within 30 days of the default dissolution judgment. The trial court denied that postjudgment motion, and Jeffery filed a notice of appeal "before the final disposition of any separate claim," namely, the postdissolution contempt and attorney fee claims. See *id.* On July 30, 2026, the trial court disposed of those separate postdissolution claims. Jeffrey's notice of appeal became effective on that date. See *id.* We have jurisdiction over this appeal pursuant to Rule 303(a)(2).

¶ 64 B. Motion to Vacate Default Judgment

¶ 65 Jeffrey did not challenge the Rule 219(c)(v) default finding in the trial court, and he does not challenge it on appeal. He does not, for example, claim that he complied with the trial court's discovery orders or properly withheld documents pursuant to privilege or discovery objections. Jeffrey's brief vaguely notes that he produced *some* documents, most of which occurred long before the issues that led to the Rule 219(c)(v) default finding. Tellingly, Jeffrey is careful to avoid claiming that he complied with the discovery orders that led to the default finding. We take that as a tacit admission that Jeffrey did not comply with those discovery orders and that the Rule 219(c)(v) default finding was proper.

¶ 66 Jeffrey challenges only the statutorily required consequences that resulted from the Rule 219(c)(v) default finding: the default prove-up hearing and default dissolution judgment. See 750

ILCS 5/405 (West 2024). Essentially, Jeffrey claims that even though the trial court properly defaulted him as a Rule 219(c)(v) discovery sanction, the case should have proceeded to a full dissolution trial as if he had never been defaulted. That is illogical. Accepting Jeffrey's position would render default sanctions meaningless.

¶ 67 We review the trial court's ruling on a motion to vacate a default judgment for an abuse of discretion. See *Wells Fargo Bank, N.A. v. Hansen*, 2016 IL App (1st) 143720, ¶ 14. "An abuse of discretion occurs only when no reasonable person could find as the trial court did." (Internal quotation marks omitted.) *In re Marriage of Betsy M.*, 2015 IL App (1st) 151358, ¶ 61.

¶ 68 1. Section 2-1301(e)

¶ 69 Section 2-1301(e) provides that "[t]he court may in its discretion, before final order or judgment, set aside any default, and may on motion filed within 30 days after entry thereof set aside any final order or judgment upon any terms and conditions that shall be reasonable." 735 ILCS 5/2-1301(e) (West 2024). Under section 2-1301(e), Jeffrey could have moved to set aside the Rule 219(c)(v) default *finding* before the court entered a default dissolution *judgment* (see *id.*) by showing that "his failure to comply with discovery orders was justified by extenuating circumstances" and "a willingness to comply with discovery orders in the future." See *Koppel v. Michael*, 374 Ill. App. 3d 998, 1004 (2007). But he did not. Jeffrey sought only vacatur of the default dissolution judgment without challenging the underlying basis for that judgment: the Rule 219(c)(v) default finding. Despite this unusual approach, Jeffrey's section 2-1301(e) motion was timely because the trial court entered the default dissolution judgment on July 29, 2025, and Jeffrey moved to vacate it within 30 days, on August 25, 2025. See *id.*

¶ 70 When a party seeks to vacate a default judgment under section 2-1301(e), "the overriding consideration is simply whether or not substantial justice is being done between the litigants and whether it is reasonable, under the circumstances, to compel the other party to go to trial on the merits." *Haley D.*, 2011 IL 110886, ¶ 57. To determine whether substantial justice has been achieved, a court may consider the movant's diligence or lack thereof, whether the movant has a meritorious defense, the severity of the penalty, and the relative hardships on the parties. *In re Marriage of Harnack*, 2014 IL App (1st) 121424, ¶ 45. We review the trial court's ruling on a section 2-1303(e) motion for an abuse of discretion. 735 ILCS 5/2-1301(e) (West 2024); *Draper & Kramer, Inc. v. King*, 2014 IL App (1st) 132073, ¶ 26.

¶ 71 a. Diligence and Meritorious Defense

¶ 72 The first substantial justice factor considers the movant's diligence or lack thereof in presenting the motion itself and any defense he attempts to raise. *McNulty v. McNulty*, 2022 IL App (1st) 201239, ¶ 45. Jeffrey timely filed his section 2-1301(e) motion, but he was not diligent in presenting it. Jeffrey did not even notice the motion to be heard. Rather, Cynthia requested a hearing on September 30, 2025, more than a month after Jeffrey filed the motion to vacate.

¶ 73 Nor was Jeffrey diligent in presenting a defense. This consideration overlaps with the second substantial justice factor, which is whether the movant demonstrated a meritorious defense. *Harnack*, 2014 IL App (1st) 121424, ¶ 45. Jeffrey's brief insists that he raised "meritorious defenses" but does not explain what they were. He claims that he included these "defenses" in his "response and objection" to Cynthia's proposed dissolution judgment. But that filing did not identify anything as a defense.

¶ 74 Jeffrey's motion to vacate did not identify any defenses either. On the contrary, it argued that he was not required to show a meritorious defense to obtain vacatur of the default judgment. It is true that a party seeking vacatur under section 2-1301(e) does not *have* to show a meritorious defense; rather, it is simply one factor in the substantial justice analysis. *Haley D.*, 2011 IL 110886, ¶ 57. But if Jeffrey actually had a meritorious defense, we expect that he would have clearly identified it by this point. He has not.

¶ 75 Jeffrey also argues that in denying his motion to vacate, the trial court overemphasized his history of disobeying the court's orders. We disagree; that consideration was proper. "In determining whether substantial justice is being done under section 2-1301, a court should consider all the events leading up to the judgment." *Wolkowitz v. Jamison*, 2024 IL App (1st) 230455, ¶ 39. The diligence and meritorious defense factors weigh in favor of finding that the trial court's denial of Jeffrey's motion to vacate accomplished substantial justice.

¶ 76 b. Severity

¶ 77 A default judgment is a drastic sanction that a trial court should impose only when a party's actions show a deliberate, contumacious, or unwarranted disregard of the court's authority, and only after all other enforcement powers have failed. *Shimanovksy v. General Motors Corp.*, 181 Ill. 2d 112, 123 (1998). Yet in this case, even default sanctions did not compel Jeffrey's compliance with discovery. He chose to spend the night in jail rather than produce his own financial records, and he never moved to vacate the default finding by showing a willingness to comply with discovery going forward. See *Koppel*, 374 Ill. App. 3d at 1004 (To justify setting aside a default sanction resulting from a party's refusal to comply with court ordered discovery, the movant must establish "that his failure to comply with discovery orders was justified by extenuating circumstances and must show a willingness to comply with discovery orders in the future." (Internal quotation marks omitted.)). This factor also weighs in favor of denying Jeffrey's motion to vacate.

¶ 78 c. Relative Hardships

¶ 79 When the trial court ruled on Jeffrey's motion to vacate, this case had been pending for more than 5 years and was almost 11 months past the December 2024 trial date. Granting Jeffrey's motion to vacate and resetting the trial would have further delayed this case and forced Cynthia to incur more attorney fees and costs. "It would be unreasonable to subject petitioner to further delays and expense in reaching an end to this litigation, or to reward respondent for his wilful refusal" to comply with discovery. (Internal quotation marks omitted.) *In re Marriage of Drewitch*, 263 Ill. App. 3d 1088, 1097 (1994). Vacating the default dissolution judgment also would have undone the court's detailed division of the parties' substantial assets, which would have harmed Cynthia's financial stability and ability to plan for the future. Hardship to Cynthia favored denying Jeffrey's motion to vacate.

¶ 80 Jeffrey contends that vacating the default dissolution judgment would have caused little hardship to Cynthia because she "is an in-county, in-state resident, and thus would not incur travel expenses or be forced to be away from her home during additional proceedings." But the fact that a party lives in Illinois does not, on its own, warrant reversing a trial court's denial of a motion to vacate a default judgment in a divorce case. *Id.* Jeffrey also claims that he could have reimbursed Cynthia for lost work and additional attorney fees a reset trial would have caused. This argument illustrates Jeffrey's unreasonable approach to this case: he would rather spend more money to prolong the litigation than resolve this case as the law requires.

¶ 81 Jeffrey also argues that not vacating the default judgment caused him hardship because it resulted in a dissolution judgment based solely on Cynthia's testimony at the default prove-up hearing. But that is exactly what the Act requires: "If the respondent is in default, the court shall proceed to hear the cause upon testimony of petitioner taken in open court ***." 750 ILCS 5/405 (West 2024). The balance of hardships favored leaving the default judgment intact. The court's denial of Jeffrey's section 2-1301(e) motion to vacate accomplished substantial justice and was not an abuse of discretion.

¶ 82 2. Section 2-1203(a)

¶ 83 In addition to vacatur pursuant to section 2-1301(e), Jeffrey sought reconsideration under section 2-1203(a). He complains that the trial court did not address this section, which provides that:

> "[i]n all cases tried without a jury, any party may, within 30 days after the entry of the judgment or within any further time the court may allow within the 30 days or any extensions thereof, file a motion for a rehearing, or a retrial, or modification of the judgment or to vacate the judgment or for other relief." See 735 ILCS 5/2-1203(a) (West 2024).

The purpose of a section 2-1203(a) motion "is to alert the trial court to errors it has made and to afford an opportunity for their correction." *In re Marriage of King*, 336 Ill. App. 3d 83, 87 (2002). "Specifically, the intended purpose is to bring to the court's attention: (1) newly discovered evidence, (2) changes in the law, or (3) errors in the court's previous application of existing law." *Wolkowitz*, 2024 IL App (1st) 230455, ¶ 42. Whether to grant or deny such a motion is within the sound discretion of the trial court. *King*, 336 Ill. App. 3d at 87.

¶ 84 Jeffrey's motion to vacate did not identify any newly discovered evidence or changes in the law, nor did it raise any errors in the trial court's application of existing law that would render the Rule 219(c)(v) default finding invalid. Jeffrey did not establish that he was entitled to reconsideration of the default itself under section 2-1203(a). To the extent Jeffrey's motion sought reconsideration of the trial court's denial of his motion for a continuance or its division of the marital estate, we address those arguments below.

¶ 85 Jeffrey argues that the trial court did not analyze his motion to vacate under section 2-1203(a). Even if that is true, it is not a basis for reversal. We may affirm the trial court's order on any basis in the record regardless of whether the trial court relied on that basis and even if the trial court's reasoning was incorrect. *Valent Bio Sciences Corp. v. Kim-C1, LLC*, 2011 IL App (1st) 102073, ¶ 34. We affirm the trial court's denial of defendant's motion to vacate the default dissolution judgment.

¶ 86 C. Continuance

¶ 87 Jeffrey next contends that the trial court abused its discretion in denying his motion to continue the default prove-up hearing.

¶ 88 "Litigants do not have an absolute right to a continuance, and the grant or denial of a motion for a continuance lies in the sound discretion of the trial court." *Somers v. Quinn*, 373 Ill. App. 3d 87, 96 (2007). "The decisive factor in assessing the merits of a motion for a continuance is whether the moving party has exercised due diligence in proceeding with the case." *Id.*

¶ 89 Jeffrey did not exercise due diligence in proceeding with this case. He did not comply with the trial court's discovery orders, which he does not dispute. He was unprepared for discovery hearings and treated them as opportunities to bicker with Cynthia's counsel and the court. He chose to spend the night in jail rather than produce his own financial records. Jeffrey's obstructionism delayed the case by at least 11 months as it was set for trial in early December 2024 but dissolution proceedings ended in late October 2025. Jeffrey's lack of diligence is precisely why the trial court sanctioned him under Rule 219(c)(v) and held the default prove-up hearing Jeffrey sought to continue. The trial court did not abuse its discretion in denying his request for a continuance.

¶ 90 Jeffrey argues that the trial court should have granted a continuance because he did not have enough time to prepare for the default prove-up hearing. But Jeffrey was defaulted, meaning that he could not participate in the prove-up hearing. See *Venema*, 74 Ill. App. 3d at 418 (a default finding "foreclose[s] any further participation in the proceedings" by the respondent); see also *Cholach*, 2024 IL App (1st) 230618-U, ¶ 59 (a defaulted respondent may not cross-examine the petitioner at the prove-up hearing in a divorce case). Jeffrey could not participate in the prove-up hearing, so there was nothing for him to prepare.

¶ 91 Even if Jeffrey needed to prepare for the prove-up hearing, he did the same amount of preparation as Cynthia: he drafted a proposed dissolution judgment and submitted it to the court. Four days before the prove-up hearing, Jeffrey filed a 12-page single-spaced "response and objection" to Cynthia's proposed dissolution judgment, which addressed almost every aspect of the marital estate along with Jeffrey's procedural complaints. If Jeffrey had enough time to prepare such a filing, he had enough time to prepare for the prove-up hearing.

¶ 92 Jeffrey also contends that the trial court prejudged his motion for a continuance because, before he orally argued the motion, the court found that it was not in good faith and was for the purpose of undue delay. But that does not mean the court prejudged the motion. The court read

Jeffrey's written motion before finding that it was for the purpose of undue delay. In addition, immediately after stating that the motion was for the purpose of undue delay, the court allowed Jeffrey to argue in support of the motion, reviewed the case's procedural history, and further explained its denial of his motion. The trial court gave Jeffrey's motion for a continuance appropriate consideration.

¶ 93 Relatedly, Jeffrey argues that the trial court "disclaimed its authority" to consider his motion for a continuance and did not exercise any discretion. This argument, like the one before it, is based on a strained and contextless interpretation of the trial court's words:

> "[THE COURT]: We're going forward [with the prove-up hearing]. If [Cynthia] want[s] to go forward, we're going forward today. If they said fine[*sic*], but I can't stop it. That's the law. You're defaulted.
>
> And it's another judge's—I can't do anything with it. It's another judge's order. It's not my order.
>
> So I am going to go forward, but you're welcome to stay here to listen to what they're saying, but your Motion to Continue the Prove-Up hearing is denied."

The court was simply explaining that there was no basis for delaying a default prove-up hearing in a five-year-old case. We doubt that this experienced trial court judge actually thought she had no authority to consider Jeffrey's motion just because a different trial court judge entered a default finding against him or just because Cynthia had noticed a default prove-up hearing.

¶ 94 Jeffrey argues that he was entitled to a continuance because Cynthia did not provide notice of the default finding pursuant to section 2-1302(a), which provides that "[u]pon the entry of an order of default, the attorney for the moving party shall immediately give notice thereof to each party who has appeared, against whom the order was entered, or such party's attorney of record." 735 ILCS 5/2-1302(a) (West 2024). The trial court entered the default finding on April 21, 2025. It does not appear that Cynthia gave notice of that order to Jeffrey. But section 2-1302(a) also provides that "the failure of the attorney to give the notice does not impair the force, validity or effect of the order." *Id.*

¶ 95 More importantly, Jeffrey was present in court when the trial court entered the default finding. He personally discussed that finding with the trial court. Jeffrey's claim that he did not have notice of the default finding is frivolous because it is not well grounded in fact. See Ill. S. Ct. R. 375(b) (eff. Feb. 1, 1994).

¶ 96 In any event, Cynthia providing written notice of a default finding that Jeffrey personally heard the court enter would serve no practical purpose. Section 2-1302(a)'s notice requirement applies to situations in which a party is defaulted for not appearing, and it allows such a party to promptly appear and avoid a final default judgment. By contrast, Jeffrey had been litigating this case for almost five years, was defaulted for disobeying discovery orders, and undisputedly knew that the case was proceeding to a default prove-up hearing.

¶ 97 Jeffrey has never clearly explained what a continuance of the prove-up hearing would have accomplished. He certainly has not claimed that a continuance would have allowed him to comply with discovery. In addition, Jeffery has never identified how long of a continuance he sought. Like the trial court, we can only conclude that Jeffrey's motion for a continuance was a delay tactic. We affirm the trial court's denial of that motion.

¶ 98 D. Default Dissolution Judgment

¶ 99 Jeffrey contends that the trial court erred in (1) valuing the parties' business interests, (2) dividing the marital assets, (3) allocating marital debt, (4) awarding Cynthia maintenance, and (5) entering money judgments arising from the first contempt proceedings.

¶ 100 1. Evidentiary Issues

¶ 101 Before we turn to the default dissolution judgment, we address evidentiary issues regarding the default prove-up hearing that Jeffrey has mentioned sporadically throughout this case.

¶ 102 a. Section 405

¶ 103 Jeffrey complains that the trial court entered the dissolution judgment based on "a single, unopposed proceeding" "without the benefit of adversarial testing, cross-examination, or meaningful evidentiary scrutiny;" *i.e.*, the default prove-up hearing. Section 405 of the Act governs a "Hearing on Default" and provides that "[i]f the respondent is in default, the court shall proceed to hear the cause upon testimony of petitioner taken in open court." 750 ILCS 5/405 (West 2024). That is what the trial court did. After the court defaulted Jeffrey, it held a prove-up hearing at which Cynthia, the petitioner, testified. The trial court found Cynthia credible. That was a sufficient basis to enter the default dissolution judgment.

¶ 104 As explained above, a default finding "foreclose[s] any further participation in the proceedings" by the respondent. *Venema*, 74 Ill. App. 3d at 418. Therefore, Jeffrey had no right to present evidence, cross-examine Cynthia, argue, or object at the default prove-up hearing. When the respondent in a divorce case has been defaulted, the prove-up hearing consists of the petitioner testifying to the parties' marital and employment histories, lifestyle during the marriage, income and earning capacity, finances, and expenses, as well as any dissipation of marital assets. See, *e.g.*, *In re Marriage of Kalis*, 2022 IL App (2d) 210434-U, ¶¶ 23-26. In entering the default dissolution judgment, the court may adopt the petitioner's testimony and grant her requests as to the division of the marital estate. *Id.* ¶ 27. That is exactly what happened in this case. The trial court properly entered the default dissolution judgment based on Cynthia's testimony at the default prove-up hearing.

¶ 105 b. Exhibits

¶ 106 Cynthia's proposed dissolution judgment included certain documents attached as exhibits. Jeffrey complains that during the prove-up hearing, Cynthia and her counsel referred to these documents but did not formally move them into evidence.

¶ 107 Section 405 requires the petitioner "to introduce proof of her grounds for divorce with practically the same formality as if no default order had been entered." *Venema*, 74 Ill. App. 3d at 417-18. But it requires only the petitioner's testimony, not exhibits or other evidence. See 750 ILCS 5/405 (West 2024); see also *Cholach*, 2024 IL App (1st) 230618-U, ¶ 59 (only the petitioner testifies at a default prove-up hearing in a divorce case). Cynthia's testimony was sufficient to support the default dissolution judgment. Her not moving documents into evidence certainly does not mean there was *no* evidence before the trial court, as Jeffrey suggests. Cynthia testified about these exhibits, and testimony is evidence. See *Aich v. City of Chicago*, 2013 IL App (1st) 120987, ¶ 17.

¶ 108 To the extent Jeffrey raises admissibility objections to Cynthia's testimony, he has forfeited them because he did not raise them in the trial court. See *Guski v. Raja*, 409 Ill. App. 3d 686, 698 (2011) (not objecting to evidence at trial generally forfeits the issue on appeal). We acknowledge that Jeffrey could not raise evidentiary objections at the prove-up hearing, but not participating in the prove-up hearing is one of the consequences of default. See *Venema*, 74 Ill. App. 3d at 418.

Therefore, we review the trial court's division of the marital estate based on Cynthia's unrebutted and unobjected to testimony. See *In re Marriage of Vancura*, 356 Ill. App. 3d 200, 203 (2005) (When a defaulted respondent challenges the sufficiency of the evidence supporting the trial court's dissolution findings, we "consider only the evidence presented to the trial court at the default prove up.").

¶ 109 2. Valuation of Business Interests

¶ 110 The trial court valued Jeffrey's interests in Kief and Salveo at $2,134,778.50 as of December 2021. This figure was the average of the parties' experts' valuations: $2,022,000 by Cynthia's expert and $2,247,557 by Jeffrey's expert.

¶ 111 Section 503(k) of the Act provides that

> "[i]n determining the value of assets or property under this Section, the court shall employ a fair market value standard. The date of valuation for the purposes of division of assets shall be the date of trial or such other date as agreed by the parties or ordered by the court, within its discretion." 750 ILCS 5/503(k) (West 2024).

"[A]s long as the court's valuation is within the range testified to by the expert witnesses, it ordinarily will not be disturbed on appeal unless it is against the manifest weight of the evidence." *In re Marriage of Grunsten*, 304 Ill. App. 3d 12, 17 (1999).

¶ 112 The trial court's valuation of Jeffrey's business interests was the exact middle of the experts' valuations. We acknowledge that the parties' experts did not testify at the prove-up hearing. Rather, Cynthia testified to the experts' valuations. In a full dissolution trial, conflicting asset valuations must be based on admissible evidence supported by a proper foundation. *In re Marriage of Cutler*, 334 Ill. App. 3d 731, 737 (2002); *In re Marriage of Blackstone*, 288 Ill. App.

3d 905, 910 (1997); *In re Marriage of Head*, 273 Ill. App. 3d 404, 410-11 (1995). But we doubt that principle applies to a default prove-up hearing at which only the petitioner testifies. See 750 ILCS 5/405 (West 2024). Regardless, by being defaulted, Jeffrey forfeited admissibility objections. In this context, the trial court's valuation of Jeffrey's business interests is not against the manifest weight of the evidence.

¶ 113 Jeffrey argues that instead of adopting one of the two expert valuations, the trial court arbitrarily chose their average, which no evidence supported. But case law is clear that a trial court may select a value "somewhere between the opposing values in evidence." *Head*, 273 Ill. App. 3d at 410.

¶ 114 Jeffrey also contends that the trial court erroneously valued the business interests as of December 2021 instead of July 2025, when the default prove-up hearing occurred. The trial court explained that it used December 2021 as the valuation date because the "parties were not able to update said valuations as a result of Jeffrey's noncompliance with discovery." Section 503(k) gave the trial court discretion to take that approach. See 750 ILCS 5/503(k) (West 2024) (The date of valuation may be "ordered by the court, within its discretion.").

¶ 115 Jeffrey insists that the trial court should have used a more recent valuation and claims that that "a review of the recording [*sic*] shows that voluminous records were, in fact, produced by Jeffrey and were available to Cynthia at the time of the default proveup." Yet he cites nothing in the record to support this claim. See Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020) (the appellant's arguments shall contain "citation of *** the pages of the record relied on"). Once again, Jeffrey vaguely suggests that he produced *some* documents while being careful to avoid claiming that he complied with the trial court's discovery orders. This sort of semantic tightrope-walking is unpersuasive. We affirm the trial court's valuation of the parties' business interests.

¶ 116 3. Division of Marital Assets

¶ 117 Section 503(d) of the Act requires the trial court to "divide the marital property without regard to marital misconduct in just proportions considering all relevant factors, including": (1) the parties' contributions to the acquisition, preservation, or increase or decrease in value of the marital or nonmarital property; (2) dissipation of marital property; (3) the value of the property assigned to each party; (4) the duration of the marriage; (5) the parties' economic circumstances; (6) the parties' respective obligations from prior marriages; (7) any prenuptial or postnuptial agreements; (8) each party's age, health, occupation, amount, and sources of income, employability, job skills, liabilities, and needs; (9) custodial provisions for the parties' children; (10) whether the apportionment is in lieu of or in addition to maintenance; (11) the parties' opportunities for future income; and (12) tax consequences. 750 ILCS 5/503(d) (West 2024). A trial court's division of marital property must be equitable but need not be mathematically equal between the parties. *In re Marriage of Evanoff*, 2016 IL App (1st) 150017, ¶ 30.

¶ 118 We review the trial court's division of marital property for an abuse of discretion. *In re Marriage of Benkendorf*, 252 Ill. App. 3d 429, 433 (1993). An abuse of discretion occurs "only when no reasonable person would take the view adopted by the court." *Id.*

¶ 119 The dissolution judgment shows that the trial court considered the section 503(d) factors. For example, the court considered that the parties had been married for approximately 30 years (see 750 ILCS 5/503(d)(4) (West 2024)); the agreed orders regarding the parties' contributions toward their daughters' college expenses (see *id.* § 503(d)(7)); the parties' ages, occupations, incomes, education, and job skills (see *id.* § 503(d)(8)); and the parties' future earning potential (see *id.* § 508(d)(11)). We find no abuse of discretion in the trial court's division of the marital estate.

¶ 120 Jeffrey contends that the trial court "made no oral findings addressing the statutory factors at the default prove up and included [the factors] nowhere in [its] 32-page Default Judgment." This argument conflates two different concepts. While the trial court must consider each section 503(d) factor, it need not make specific findings regarding each factor. *Benkendorf*, 252 Ill. App. 3d at 433.

¶ 121 Jeffrey argues that, aside from the business interests it awarded to him, the trial court "awarded Cynthia nearly all liquid and retirement assets, as well as the entirety of the equity in the marital residence, while leaving Jeffrey with a small fraction of the remaining estate and the majority of the debt." We reject this argument. There is no reason to ignore the trial court awarding Jeffrey his interests in Kief and Salveo plus the parties' interest in Cornerstone. According to Jeffrey's own expert, his interests in Kief and Salveo are worth at least $2.2 million. In addition, the trial court found that Salveo pays Jeffrey $87,000 annually in management fees. Jeffrey's business interests are significant income-producing assets.

¶ 122 We reject Jeffrey characterizing the marital residence and retirement accounts the trial court awarded to Cynthia as "readily available for support and liquidity." While Cynthia could sell her home and liquidate her retirement accounts, that would defeat the goal of "plac[ing] the parties in a position from which they can begin anew." See *id.* "[T]he trial court has broad discretion to apportion marital property in just proportions, and that discretion is abused only when no reasonable person would take the view adopted by the court." (Internal quotation marks omitted.)

Id. Jeffrey has not met the high bar of establishing an abuse of discretion. We affirm the trial court's distribution of the marital estate pursuant to section 503(d)

¶ 123 4. Debt and Dissipation

¶ 124 "Debts incurred by one party following separation may be considered marital, and it is within the trial court's discretion to order that the debts be paid by the other party." *Evanoff*, 2016 IL App (1st) 150017, ¶ 45. Dissipation is "the use of marital property for the sole benefit of one of the spouses for a purpose unrelated to the marriage at a time that the marriage is undergoing an irreconcilable breakdown." *Id.* ¶ 37.

¶ 125 Jeffrey claims that "[i]n total, the trial court allocated $226,727.75 in marital debt to [him]" " 'in consideration of Cynthia's dissipation claims,' " quoting page 27 of the dissolution judgment. We cannot tell how Jeffrey reached this figure. The dissolution judgment identifies three amounts that Jeffrey dissipated: "$115,769.42 in excess housing costs," "$26,496.13 in excess pet related costs," and "$116,099.96" in improper business expenses. These amounts total $258,365.50. Pages 27 and 28 of the dissolution judgment list 10 credit card, personal loan, medical, and tax debts, which the trial court allocated to Jeffrey. These amounts total $254,937.75. Neither figure matches Jeffrey's figure of $226,727.75.

¶ 126 Jeffrey's argument on this point is muddled. He frames the issue as the trial court's allocation of debt but actually challenges the evidence supporting the trial court's dissipation findings. Because Jeffrey has not made a coherent argument supported by the record, he has forfeited this issue. See Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020). To the extent Jeffrey suggests that a trial court cannot remedy dissipation by allocating debt to the dissipating party, he cites no authority in support of that claim.

¶ 127 Forfeiture aside, this argument is meritless. Pages seven and eight of the default dissolution judgment explain that the court based these figures on spreadsheets that Cynthia submitted with her proposed dissolution judgment and that she testified about during the prove-up hearing. Jeffrey does not dispute that he dissipated marital assets, nor does he challenge the trial court's calculation of how much he dissipated. Jeffrey has not shown an abuse of discretion. Accordingly, we affirm the trial court's rulings regarding dissipation and allocation of debt.

¶ 128 5. Maintenance

¶ 129 The trial court ordered Jeffrey to pay Cynthia $7,634.50 per month in guideline maintenance pursuant to section 504 of the Act.

¶ 130 Section 504(a) allows a trial court to "grant a maintenance award for either spouse in amounts and for periods of time as the court deems just, without regard to marital misconduct, and the maintenance may be paid from the income or property of the other spouse." 750 ILCS 5/504(a) (West 2024). That section lists factors the trial court must consider in determining whether maintenance is appropriate. *Id.* § 504(a)(1)-(14). Once the court finds that maintenance is warranted, it either calculates the amount of maintenance using the guidelines set forth in section 504(b-1)(1) or awards nonguideline maintenance pursuant to section 504(b-1)(2). *Id.* § 504(b-1)(1)-(2). Here, the trial court awarded guideline maintenance under section 504(b-1)(1).

¶ 131 "As a general rule, a trial court's determination as to the awarding of maintenance is presumed to be correct." (Internal quotation marks omitted.) *Evanoff*, 2016 IL App (1st) 150017, ¶ 49. "The amount of maintenance award lies within the sound discretion of the trial court, and this court must not reverse that decision unless it was an abuse of discretion." *Id.*

¶ 132 The dissolution judgment explains why the trial court found that maintenance was appropriate:

> "Throughout the marriage and to date, Jeffrey has been the breadwinner for the family while Cynthia has mostly been a homemaker and the primary caretaker of the children. Pursuant to the factors delineated in 750 ILCS 5/504 an award of maintenance from Jeffrey to Cynthia is appropriate. Specifically, Cynthia is in need of maintenance from Jeffrey given her income and the lifestyle established by the parties during their marriage; Jeffrey has a significantly higher earning capacity th[a]n Cynthia; Cynthia has been out of the work force [*sic*] as a result of her duties as the primary caretaker of the children and homemaker; Jeffrey is highly educated with [an] advanced degree (MBA) whereas Cynthia has a Bachelor of Fine Arts degree; the parties[ ] maintained a very nice lifestyle including *** owning and establishing businesses, the purchase of the marital residence (worth in excess of $1,000,000)."

The trial court addressed section 504(a) factors such as the parties' relative incomes and earning capacities (see 750 ILCS 504(a)(1), (3) (West 2024)); Cynthia's employability and earning capacity due to her educational background and being out of the workforce for a significant amount of time (see *id.* § 504(a)(4), (9)); and the standard of living established during the marriage (see *id.* § 504(a)(7)). Cynthia testified to these factors at the default prove-up hearing. The court's decision to award Cynthia maintenance was not an abuse of discretion.

¶ 133 Jeffrey argues that the trial court did not consider "marital property apportioned and non-marital property assigned to the party seeking maintenance." See *id.* § 504(a)(1). Specifically, he complains that the trial court awarded Cynthia maintenance in addition to most of the marital estate, while allocating marital debt to Jeffrey and entering money judgments against him. His implication is that the trial court adequately provided for Cynthia through its division of the marital estate, so awarding maintenance on top of that was unnecessary. In some cases, a large award of marital assets can eliminate the need for maintenance. See, *e.g.*, *In re Marriage of Bratcher*, 383 Ill. App. 3d 388, 388-89 (2008) (reversing the trial court's maintenance award to a party who was awarded approximately $1,634,000 in marital assets, including a home, a rental property, and a lump-sum payment of $876,759).

¶ 134 This is not such a case. The trial court awarded maintenance to address the parties' disparity in income and earning potential. As the trial court explained, Cynthia likely is "not employable at an income that would enable her to maintain her previous standard of living." See *In re Marriage of Brankin*, 2012 IL App (2d) 110203, ¶ 20. The marital assets she received did not remedy that issue. Cynthia was not awarded any income-producing property other than her own design business. See *In re Marriage of Carbone*, 2023 IL App (4th) 220983, ¶ 30. The largest asset she received was the marital home, which had equity worth approximately $1,138,171.44. Cynthia "is not required to sell her assets or impair her capital in order to maintain herself in the manner established during the marriage." (Internal quotation marks omitted.) See *In re Marriage of Nord*, 402 Ill. App. 3d 288, 304 (2010). By contrast, Jeffrey was awarded income-producing assets such as his interests in Kief, Salveo, and the parties' interest in Cornerstone. His annual income of at least $337,000 ($250,000 base salary plus $87,000 in management fees from Kief) is sufficient to meet his needs while paying Cynthia maintenance.

¶ 135 Jeffrey also argues that Cynthia did not expressly testify that she required maintenance. She did not have to. The trial court, not the petitioner, determines whether maintenance is appropriate or “required” as Jeffrey puts it. 750 ILCS 5/504(a) (West 2024). Cynthia properly testified to facts supporting the trial court’s conclusion that maintenance was warranted.

¶ 136 Jeffrey complains that Cynthia did not testify she had been out of the workforce due to her duties as a homemaker. Rather, she testified that she operated a design business and earned approximately $60,000 in 2025. These two facts are not mutually exclusive. Cynthia was out of the workforce for many years due to her duties as a homemaker, which affects her employability and earning potential. After the parties separated and their children were adults, Cynthia opened a design business that provided a relatively modest amount of income. We affirm the trial court’s maintenance order.

¶ 137 5. Monetary Judgments

¶ 138 The trial court entered three monetary judgments against Jeffrey: (1) $10,000 to purge the first contempt order; (2) $128,971.63 for failing to deposit his income in the parties’ joint bank account; and (3) $57,793.55 for failing to contribute to the parties’ children’s college expenses.

¶ 139 Jeffrey argues that the “evidence and testimony presented at the default proveup hearing does not support the entry of these monetary [j]udgments.” But the trial court based all three of these judgments on its own prior orders, of which it can take judicial notice. See *In re M.D.*, 2022 IL App (4th) 210288, ¶ 80 (“[I]t is well established that a court may properly consider matters of record in its own proceedings, including its own orders.”). At the prove-up hearing, the trial court stated that it took judicial notice of and incorporated into the default dissolution judgment “any order *** that has been filed in this court.” The dissolution judgment detailed the procedural history of these orders and how the trial court calculated the money judgments. These judgments were simply the court enforcing orders it had already entered. We affirm the trial court's monetary judgments against Jeffrey.

¶ 140 III. CONCLUSION

¶ 141 For the foregoing reasons, we affirm the judgment of the circuit court of Cook County.

¶ 142 Affirmed.

***In re Marriage of Howard*, 2026 IL App (1st) 252439**

Decision Under Review:	Appeal from the Circuit Court of Cook County, No. 20-D-4202; the Hon. Renee G. Goldfarb, Judge, presiding.
Attorneys for Appellant:	William McSurley, Laude Hartrum, and Nicole Fagin, of Merel Family Law, of Chicago, for appellant.
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