NOTICE
Decision filed 09/15/26. The text of this decision may be changed or corrected prior to the filing of a Petition for Rehearing or the disposition of the same.

2026 IL App (5th) 250503-U

NO. 5-25-0503

IN THE

APPELLATE COURT OF ILLINOIS

FIFTH DISTRICT

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

In re MARRIAGE OF	)	Appeal from the
	)	Circuit Court of
RYANN SAUL, n/k/a Ryann Watkins,	)	Madison County.
	)	
Petitioner-Appellee,	)	
	)	No. 21-D-988
and	)	
	)	
CHRISTOPHER SAUL,	)	Honorable
	)	Maureen D. Schuette,
Respondent-Appellant.	)	Judge, presiding.

JUSTICE SHOLAR delivered the judgment of the court.
Justices McHaney and Clarke concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court did not err in holding that the former husband's maintenance in gross obligation was nonmodifiable where the language in the parties' marital settlement agreement was clear and unambiguous as to that issue. Additionally, the court did not err in denying the former husband's requests to terminate and/or modify that obligation or for 2-1401 relief. The judgment of the trial court is affirmed.

¶ 2 Respondent, Christopher Saul, appeals *pro se*[1] from a June 3, 2025, order of the Madison County circuit court denying his petition for relief from judgment pursuant to section 2-1401 of the Code of Civil Procedure (Code) (735 ILCS 5/2-1401 (West 2024)). The petition sought to terminate his maintenance obligation to petitioner, Ryann Saul, n/k/a Ryann Watkins, in the

[1]As will be discussed, Saul was represented at times by counsel below.

parties' dissolution of marriage judgment. On appeal, Saul contends that the trial court (1) erroneously concluded his maintenance in gross obligation was nonmodifiable; (2) erred in denying his section 2-1401 petition where there was evidence of coercion, financial duress, and misrepresentation; (3) displayed judicial bias against him; (4) improperly denied his request to terminate the maintenance obligation, even though Watkins was cohabiting with another man; and (5) erroneously found that *res judicata* barred relief. As will be addressed below, Saul's arguments on appeal all essentially challenge the lower court's denial of his repeated requests to terminate and/or modify his maintenance in gross obligation to Watkins, and his last two arguments present the same requests, in a conclusory fashion, at the end of his brief. For the following reasons, we affirm the judgment of the trial court.

¶ 3 I. BACKGROUND

¶ 4 As there have been countless pleadings filed over the course of the parties' dissolution proceedings, we recite only those facts necessary for the resolution of this appeal. Saul and Watkins were married on September 28, 2013, in St. Louis County, Missouri. They had three children, M. Saul (born in 2012), L. Saul (born in 2015), and P. Saul (born in 2017). Watkins filed a petition for dissolution of marriage on December 17, 2021.

¶ 5 On May 9, 2022, the trial court entered an agreed judgment of allocation of parental responsibilities granting the parties joint decision-making authority with respect to education, healthcare, religion, and extracurricular activities. Additionally, the judgment provided, *inter alia*, that Saul would have parenting time on alternating weekends, every Wednesday after school until the following morning, and on certain holidays as set forth in the agreed schedule. All other parenting time was designated to Watkins.

¶ 6 On May 12, 2022, the trial court entered an order regarding temporary support, maintenance, and interim attorney fees. In the order, the court found that Saul's monthly income was approximately $41,288, while Watkins' income was $2,383. After considering all relevant statutory factors, the court ordered Saul to pay Watkins $8,692.17 per month in maintenance, and $2,244 per month in child support. Additionally, in a separate interim fee award order, the court ordered Saul to pay Watkins' counsel $10,000 in interim attorney fees within 45 days of the entry of the court's order. Meanwhile, on July 13, 2022, the trial court granted Saul's counsel leave to withdraw as Saul's attorney of record in the case.

¶ 7 On November 21, 2022, the trial court entered a judgment of dissolution of marriage that incorporated a marital settlement agreement (MSA) signed by both parties. In the dissolution order, the trial court stated that it had reviewed the MSA and found that it was entered into freely and voluntarily by the parties, that it was an equitable division of the property, and that it was not unconscionable. The dissolution order further stated,

> "The Marital Settlement Agreement between the Petitioner and Respondent, attached hereto as Exhibit 'A' is made a part of this Judgment of Dissolution of Marriage; and all of the provisions of said agreement are expressly ratified, confirmed, approved and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court; and each of the parties hereto shall perform under the terms of said agreements."

As relevant here, the MSA called for Saul to pay Watkins $2,044 per month in child support, beginning on December 1, 2022. The MSA indicated that the child support amount deviated from statutory guidelines based on Saul's maintenance obligation set forth in a later provision of the MSA. The MSA further stated that Saul's child support obligation would be reassessed upon the satisfaction of his maintenance obligation "pursuant to statutory guidelines, retroactive to the date of satisfaction of maintenance."

¶ 8 Regarding maintenance, the MSA provided that Saul agreed and was ordered to pay Watkins a "lump sum maintenance in gross in the amount of $290,688.00 payable in 48 monthly installments of $6,056.00 beginning April 1, 2022." Additionally, the MSA expressly stated,

> "This is a vested interest which shall be non-modifiable and, as in the nature of a property settlement, shall not terminate regardless of a change in circumstances for either party or the existence of any otherwise terminating events. Upon termination of maintenance, [Saul's] child support obligation shall be reassessed retroactive to the date maintenance ends as more fully set forth in paragraph 2 herein."

The MSA further provided that Saul could claim all three minor children "as tax credit for State and Federal Income Tax purposes," as long as he paid maintenance to Watkins. Following the termination of maintenance, Watkins could claim one child, P. Saul, as tax credit, while Saul could claim the other two children, L. Saul and M. Saul, as tax credit for state and federal income tax purposes each year. The MSA was signed by both parties on November 17, 2022.

¶ 9 On February 6, 2023, Watkins filed a motion to create a trust from Saul's bonus payments pursuant to section 503(g) of the Illinois Marriage and Dissolution of Marriage Act (Marriage Act) (750 ILCS 5/503(g) (West 2022)). In the motion, Watkins argued that a trust was necessary to ensure that Saul paid the previously court-ordered maintenance and child support as he had since claimed "under oath in court that he *could not pay* [the] Court Ordered sums including attorney fees, child support and maintenance ordered by the Court on November 21, 2022." (Emphasis in original.) The motion further alleged that Saul received a bonus of $30,000 to $40,000, in addition to a monthly salary of $30,000. Two days after the motion was filed, new counsel for Saul entered an appearance in the case.

¶ 10 On March 3, 2023, Saul filed a motion to vacate the maintenance provisions in the MSA on grounds of fraud and unconscionability under section 2-1401 of the Code. 735 ILCS 5/2-1401 (West 2022). In the motion, Saul argued the MSA in this case was unconscionable as "[n]o reasonable person would agree to non modifiable maintenance" and that the terms were "entirely one sided in favor" of Watkins. Saul emphasized that at the time the MSA was entered, he was acting *pro se* without the advice of counsel, as his attorney had previously withdrawn from the case. Saul further asserted that shortly after he signed the MSA, he learned that Watkins was in a conjugal relationship, "which under 750 ILCS 5/510 would be grounds for termination of maintenance." According to Saul, once he realized Watkins was in a relationship and that the MSA was unconscionable "on its face," he sought counsel to represent him in filing the vacatur motion.

¶ 11 On March 7, 2023, Watkins moved to dismiss Saul's motion to vacate the MSA's maintenance provisions, arguing, *inter alia*, that his motion failed to comply with the rules of civil procedure insofar as it did not include an affidavit in support of his claims, as required. The trial court agreed and dismissed Saul's motion on March 8, 2023. The same day, Saul filed an affidavit in support of his vacatur motion, attesting that he agreed with the allegations in his motion and reiterating that he was unaware of Watkins' cohabitation when he signed the MSA.

¶ 12 On April 18, 2023, a hearing was held on Watkins' motion to create a 503(g) trust, although Saul has not provided this court with a transcript or report of proceedings from that hearing, as will be discussed below. In any event, the trial court entered a written order following the hearing that day, stating that Saul reported he had been laid off and was receiving only unemployment without any severance package. The court continued the matter and ordered Saul to report any new employment or risk being held in indirect contempt of court. Finally, the court stated that "all orders remain in full force and effect."

¶ 13 On April 20, 2023, Watkins filed, as relevant here, a fifth petition for adjudication of indirect civil contempt, alleging that Saul had failed to pay the court-ordered maintenance and child support, totaling $13,218.96, and that he had also failed to report his unemployment to the trial court. Over the course of the next several months, Saul filed multiple motions, all seeking to either suspend or terminate his child support and maintenance obligations based on his employment status. In one of those motions filed on June 22, 2023, Saul stated that he had started a new job where he was making “substantially less” money than he did at his previous company, and therefore asked the trial court to modify his child support and maintenance obligations based on his new income. According to Saul, his new annual gross income was $200,000, but after taxes, child support, and maintenance were deducted, he was left with approximately $2,000 per month for living expenses. Saul claimed he could not live off that amount and was “likely to become homeless” since he could not even afford his rent.

¶ 14 In another motion filed on October 26, 2023, Saul asked the trial court to modify his child support obligations by reducing the amount of child support he had to pay Watkins for the parties’ three minor children. He also asked the court to reduce the amount he had to pay for the children’s uninsured healthcare expenses from 100% to 50%, and to terminate his obligation to pay for their cell phone plans, vehicles once they reached the age of 16, and automobile insurance. Alternatively, he asked the court to reduce his payment of those expenses from 100% to 50%.

¶ 15 The following year, on May 1, 2024, Saul filed a *pro se* emergency motion for financial relief, even though he was represented by counsel at the time, wherein he alleged that Watkins was making over $190,000, and had been cohabiting with her fiancé, Nick Rockwell, since May of 2022. The trial court struck that motion six days later since Saul had “an attorney of record” in the case. On May 14, 2024, the trial court granted Saul’s counsel leave to withdraw from the case and continued the matter to June 12, 2024.

¶ 16 Meanwhile, Saul refiled his *pro se* emergency motion for financial relief on May 14, 2024, setting forth the same allegations that Watkins made over $190,000, and had been living with her fiancé since May of 2022; therefore, he requested a review and reconsideration of the child support and maintenance order. Two weeks later, Watkins moved to dismiss the emergency motion, arguing, among other things, that Saul had failed to state a claim for which relief could be granted since his maintenance obligation was nonmodifiable under the MSA. Additionally, she argued that while Saul alleged his income was reduced to $200,000 annually, a subpoena revealed that his annual gross income was actually $325,000.

¶ 17 On June 4, 2024, Watkins filed a petition for contempt against Saul for failing to pay his court-ordered child support and maintenance obligations. She later amended the petition to include Saul's failure to pay for the children's uncovered medical expenses and half of their educational and extracurricular costs, as required under the MSA. On June 12, 2024, the trial court dismissed all of Saul's motions seeking to modify his maintenance obligation, but the court noted that his motions seeking to modify child support and decision-making authority, as well as his motion for contempt, remained pending.[2]

¶ 18 On September 9, 2024, Watkins filed a position statement, alleging that she was employed by Prime Health Centers, earning approximately $191,000 per year. Saul was employed by Bluerock Capital Markets, earning approximately $350,000 per year. At that time, their three children were 12 years of age and younger. Watkins further alleged that pursuant to the parties' MSA, Saul was required to pay $2,044 per month in child support, as well as a lump sum of $290,688 for a property settlement in lieu of maintenance over the course of 48 months. That amounted to $6,056 per month. As of August 31, 2024, Saul's outstanding child support balance

[2]In the trial court's June 12, 2024, order, it appears the court mistakenly referred to Saul as the "petitioner," rather than the "respondent." However, a review of the record indicates that the court was referring to Saul's motions to modify maintenance and child support, as well as his May 14, 2024, motion seeking to hold Watkins in contempt of court for allegedly violating the parties' parenting plan.

was $7,409.50, plus $337.26 in interest. Additionally, he was in arrears on his maintenance, or property settlement payments, "in the amount of $25,760.46 plus $1,226.18."

¶ 19 To the extent Saul claimed his income had been significantly reduced, Watkins alleged that tax documentation provided by Saul showed that his total gross income in 2023 was $387,684, or $32,307 per month. Consequently, Watkins argued that Saul should not be granted a reduction in child support for 2023, and, in fact, his child support obligation should have been increased. Watkins further argued that Saul should be held in direct civil contempt of court for his willful failure to comply with the MSA, and she asked that a judgment be entered against him in the amount of $34,733.40. Watkins also asked the trial court to order Saul to pay her reasonable attorney fees incurred in pursuing his compliance with the court-ordered obligations. The next day, the trial court entered a written order stating that Saul withdrew all pending motions regarding support, Watkins' motion to modify child support remained pending, all other issues were reserved, and all orders remained in effect.[3]

¶ 20 On October 17, 2024, Saul, acting *pro se*, filed another motion to modify maintenance and child support payments. Saul alleged that his salary had decreased by 40%, he was left with $3,158 per month after paying Watkins maintenance and child support, and that he lived with his partner and a minor child in a rental unit, which he could not afford after the maintenance and child support payments, "leading to potential homelessness for all three." Additionally, his car had been repossessed in July 2024 due to financial hardship, and thus he was currently without a vehicle, while he paid Watkins nearly $800 per month for her vehicle. Finally, he alleged that Watkins

[3]Watkins previously filed a petition to modify child support on August 1, 2024, alleging that Saul's salary had increased, contrary to his allegations otherwise, and therefore, his child support obligation should have been increased by approximately $700 per month.

made approximately $190,000 per year, had been living with her fiancé since at least June 2023 and was expecting a baby with him, and that her fiancé had “multiple sources of income.”

¶ 21 On October 25, 2024, Watkins moved to dismiss Saul’s motion to modify maintenance and child support payments and for sanctions against him. She attached an affidavit in support of her motion. In the motion, Watkins alleged, *inter alia*, that Saul’s maintenance obligation was nonmodifiable under the MSA; that the “rental unit” he was living in was a five-bedroom house with an inground swimming pool that cost approximately $4,000 per month; that at the time the MSA was entered, Saul was awarded his BMW “free and clear,” but he nevertheless chose to purchase a Range Rover after the agreement was entered; and that Saul’s girlfriend received child support for the minor child, had purchased a new Tesla, and was in the process of opening her own business. Watkins further alleged that in June of 2024, Saul had received a check for over $50,000, yet he did not “pay a dime” of that to Watkins, despite owing her “nearly $40,000.00.” Watkins argued that notwithstanding the above, and that Saul’s maintenance obligation was nonmodifiable, he continued to file frivolous pleadings regarding that obligation, leading her to incur unnecessary attorney fees. Accordingly, Watkins asked the trial court to dismiss Saul’s motion to modify maintenance and child support payments, sanction him for filing a frivolous pleading with the court, and to award her reasonable attorney fees.

¶ 22 The trial court set Watkins’ motion to dismiss for a hearing on November 6, 2024. However, Saul has not included a report of proceedings or transcripts from that hearing. In any event, on November 6, 2024, the trial court entered a written order granting Watkins’ motion to dismiss as it related to the maintenance portion of Saul’s motion to modify, and ordered Saul to pay $700 in attorney fees directly to Watkins’ counsel within 30 days of the entry of the court’s order.

¶ 23 On November 8, 2024, Watkins filed a petition to modify tax exemption provisions, alleging that Saul had refused to pay child support as ordered and was $5,365.50 in arrears on his child support obligation, plus $157.13 in statutory interest. Additionally, Saul had refused to make his maintenance, or property settlement, payments to Watkins, and was $37,249.78 in arrears on that obligation, plus $1,569.27 in statutory interest. Watkins thus asked the trial court to modify the tax exemption provisions consistent with statutory guidelines and to award her reasonable attorney fees. On January 8, 2025, the trial court entered an order that, *inter alia*, granted Watkins' petition to modify the tax dependent exemptions, allowing her to claim the children for tax purposes, and granted her motion asking the court to hold Saul's bonuses and place them in escrow.

¶ 24 On May 23, 2025, Saul filed a *pro se* petition for relief from judgment pursuant to section 2-1401 of the Code (735 ILCS 5/2-1401 (West 2024)). In the petition, he alleged that (1) Watkins was cohabiting with her fiancé in a "continuing conjugal relationship"; (2) Watkins had a child with her fiancé in 2025 and they maintained a shared household; (3) those facts constituted new, material evidence that was not previously available; (4) Watkins' income had increased from $30,000 annually at the time of the parties' divorce to approximately $190,000 annually; and (5) Saul's income had decreased from $400,000 at the time of the divorce to less than $300,000 annually. According to Saul, these facts warranted termination of his maintenance obligation.

¶ 25 On June 2, 2025, Watkins moved to dismiss Saul's section 2-1401 petition, alleging the petition (1) was untimely as it did not set forth any new or undiscoverable facts, (2) failed to allege a meritorious defense, (3) failed to demonstrate due diligence in either discovering the facts as alleged or in presenting his petition, and (4) was barred by *res judicata*. Watkins further alleged, as relevant here, that she began living with her fiancé prior to the entry of the MSA and that Saul was aware of that fact. Additionally, Watkins argued that Saul failed to support his petition with an affidavit, as required. In sum, Watkins argued that Saul had failed to establish the necessary factors entitling him to postjudgment relief to allow the trial court to vacate and/or modify the MSA provisions. Accordingly, Watkins asked the court to dismiss Saul's petition and to award her reasonable attorney fees.

¶ 26 Saul filed a response the same day, asserting, in the main, that (1) Watkins' cohabitation and the birth of her new child constituted new facts that had not been previously litigated or addressed by the trial court; (2) the maintenance obligation was modifiable and was not actually a property settlement, despite being labeled as such; (3) his petition was not barred by *res judicata* since none of the new facts and circumstances were previously litigated by the trial court; (4) he acted with due diligence upon learning of the new facts and circumstances; and (5) he suffered financial hardships as a result of his maintenance obligation.

¶ 27 Also on the same day, Watkins filed a third petition for contempt and sanctions, alleging, *inter alia*, that Saul had not turned over any bonuses he received in violation of the trial court's January 8, 2025, order; that he had received two $5,000 bonuses on March 14, 2025, which he had failed to account for; that he had received another $5,000 bonus on May 15, 2025, which he had not turned over; that as of April 30, 2025, Saul had an outstanding child support arrearage in the amount of $5,365.50, plus $318.09 in interest; and that as of April 30, 2025, Saul had an outstanding property settlement, or maintenance, arrearage in the amount of $38,895.39, plus $3,270.89 in interest. Watkins asked the trial court to hold Saul in indirect civil contempt for his failure and refusal to comply with the court's January 8, 2025, order requiring his bonuses to be held in escrow, and to sentence him to the Madison County jail for a period not exceeding six months. Alternatively, she asked the court to issue a body attachment for Saul's arrest, with a bond set at the amount he currently owed her. Finally, she asked the court to award her reasonable attorney fees.

¶ 28 On June 3, 2025, Saul submitted a supplemental brief in support of his section 2-1401 petition, citing various cases he believed supported his argument that the maintenance obligation was not a property settlement. He then repeated the argument in his petition that Watkins was living "in a marital-like relationship with her fiancé" and that the birth of their child occurred after the MSA was entered, thereby constituting a new material fact that could not have been addressed by the court earlier. Finally, he asserted that the $6,056 monthly maintenance obligation, totaling $260,000 over time, "could not reasonably represent a legitimate property division" since "the parties did not have $260,000 in assets to divide at the time of divorce." Saul thus asked the trial court to deny Watkins' dismissal motion.

¶ 29 Also on June 3, 2025, the trial court entered a written order denying Saul's section 2-1401 petition. In its order, the court stated that Saul's section 2-1401 petition, seeking to vacate the terms of the MSA, had already been litigated and his prior requests were denied. The court noted the "relief requested has already been denied by this court and that order was a final order."

¶ 30 On June 9, 2025, Saul filed a motion for leave to file supplemental submissions in support of his section 2-1401 petition. The supplemental submissions essentially set forth the same arguments concerning the maintenance obligation being mischaracterized as a property settlement and that Watkins' cohabitation with her fiancé should result in the modification and/or termination of that obligation. Two days later, the trial court denied Saul's motion.

¶ 31 On June 17, 2025, Watkins filed a petition for a temporary restraining order (TRO) and/or preliminary injunction. Watkins asserted that she learned, by way of subpoena, that Saul had received multiple bonuses, yet he had not turned over any of them to her counsel, in violation of the trial court's January 8, 2025, order. Additionally, she alleged that Saul was in the process of purchasing a "half a million-dollar home" and was intending to use his "bonus and/or commission to effectuate same." Consequently, Watkins alleged that she would suffer irreparable harm if Saul was not enjoined from spending said funds.

¶ 32 Meanwhile, Saul filed his notice of appeal from the trial court's June 3, 2025, order denying his section 2-1401 petition, along with all prior court orders concerning the MSA's nonmodifiable maintenance provision, the termination of that maintenance, enforcement actions involving the TRO and escrow orders, and the contempt findings. On June 24, 2025, Saul filed a motion "to stay enforcement of maintenance, including bonuses and commissions, pending appeal." The next day, a hearing on that motion, along with Watkins' motion for a TRO and/or preliminary injunction, commenced.

¶ 33 At the hearing, Saul, during cross-examination, acknowledged that he was required to pay child support and a property settlement, or "lump sum maintenance," under the terms of the MSA. Saul further acknowledged that the trial court had ordered him to turn over any bonuses he received to be held in escrow, but that he had not turned them over. Following the hearing, the trial court denied Watkins' motion for a TRO and/or preliminary relief, since there was already a final court order in place providing that Saul had to turn over his bonuses. The court also denied Saul's motion to stay enforcement pending appeal. The court then continued the matter as to Watkins' third contempt petition to July 8, 2025.

¶ 34 On July 8, 2025, the trial court entered a written order finding Saul in willful indirect civil contempt of court for failing to comply with the court's January 8, 2025, order requiring him to turn over his bonuses. The order also stated that Saul could purge said contempt by turning over his $15,000 bonus to Watkins' attorney within 21 days of the entry of the court's order. The matter was then continued to August 13, 2025, for further sentencing and sanctions, and a final case management call and mandatory settlement conference. On July 9, 2025, Saul filed a motion to reconsider or clarify the "purge provision" in the court's July 8, 2025, order. The trial court denied his motion the next day.

¶ 35 This appeal followed.

¶ 36 II. ANALYSIS

¶ 37 On appeal, Saul argues that the trial court (1) erroneously concluded his maintenance in gross obligation was nonmodifiable; (2) erred in denying his section 2-1401 petition because there was evidence of coercion, financial duress, and misrepresentation; (3) displayed judicial bias against him; (4) improperly denied his request to terminate the maintenance obligation since Watkins was cohabiting with another man; and (5) incorrectly found that *res judicata* barred his requested relief.

¶ 38 Initially, we note that Saul has not included transcripts or a report of proceedings from most of the hearings below, or an appropriate alternative under Illinois Supreme Court Rule 323(c), (d) (eff. July 1, 2017), such as a bystander's report or an agreed statement of facts. As the appellant, Saul bears the burden of presenting a sufficiently complete record of the proceedings below to support his claims of error, and any doubts arising from the record's inadequacies will be resolved against him. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984). Moreover, without a complete record, we must presume that the trial court acted in conformity with the law and had a sufficient factual basis for its ruling. *Id.* at 392.

¶ 39 We now turn to Saul's argument on appeal that the trial court erred in concluding his maintenance in gross obligation under the parties' MSA was nonmodifiable. In this case, the parties' MSA was incorporated into their judgment of dissolution of marriage. It is well settled that courts construe a judgment of dissolution and an MSA as a single agreement. *In re Marriage of Farrell*, 2017 IL App (1st) 170611, ¶ 12. "Interpreting a marital settlement agreement is a matter of contract construction." *In re Marriage of Michaelson*, 359 Ill. App. 3d 706, 711 (2005). Additionally, courts seek to effectuate the parties' intent at the time the agreement was executed. *Id.* Where, as here, the MSA is complete and unambiguous, courts look to the language of the agreement itself to determine the parties' intent. *Id.* Like all contracts, the terms of the agreement must be given their plain and ordinary meaning. *Id.* We review a trial court's interpretation of an MSA *de novo*. *Farrell*, 2017 IL App (1st) 170611, ¶ 12.

¶ 40 Before interpreting the MSA in this case, we must first examine whether maintenance in gross is nonmodifiable. Our supreme court has held that a trial court can award maintenance in gross payable periodically or in a lump sum. *Blum v. Koster*, 235 Ill. 2d 21, 42 (2009) (citing *In re Marriage of Freeman*, 106 Ill. 2d 290, 295 (1985)). The *Freeman* court stated,

> "If maintenance in gross were no different than periodic maintenance, the amendment stating that maintenance may be in gross would have added nothing to the meaning of section 504(b). We believe this requires us to give the phrase 'maintenance in gross' the meaning which 'alimony in gross' has traditionally had in Illinois, a non-modifiable sum certain to be received by the former spouse regardless of changes in circumstances." 106 Ill. 2d at 298.

Moreover, "maintenance in gross" is in the nature of a property settlement and therefore creates a vested interest in the recipient. *Michaelson*, 359 Ill. App. 3d at 712 (citing *Freeman*, 106 Ill. 2d at 296).

¶ 41 Likewise, section 502(f) of the Marriage Act, governing agreements in dissolution proceedings, provides, as relevant here, that,

> "The parties may provide that maintenance is non-modifiable in amount, duration, or both. If the parties do not provide that maintenance is non-modifiable in amount, duration, or both, then those terms are modifiable upon a substantial change in circumstances. Property provisions of an agreement are never modifiable. The judgment may expressly preclude or

> limit modification of other terms set forth in the judgment if the agreement so provides." 750 ILCS 5/502(f) (West 2024).

Also relevant here, section 502(b) of the Marriage Act provides that those terms "are binding upon the court unless it finds, after considering the economic circumstances of the parties and any other relevant evidence produced by the parties, *** that the agreement is unconscionable." *Id.* § 502(b).

¶ 42 In this case, as set forth, the parties' MSA stated that Saul agreed and was ordered to pay Watkins a "lump sum maintenance in gross in the amount of $290,688.00 payable in 48 monthly installments of $6,056.00 beginning April 1, 2022." The MSA then expressly stated,

> "This is a vested interest which shall be non-modifiable and, as in the nature of a property settlement, shall not terminate regardless of a change in circumstances for either party or the existence of any otherwise terminating events. Upon termination of maintenance, [Saul's] child support obligation shall be reassessed retroactive to the date maintenance ends as more fully set forth in paragraph 2 herein."

This language could not be clearer that the maintenance was not only nonmodifiable but was also to be treated as a property settlement. Moreover, the trial court reviewed the MSA and found that it was entered into freely and voluntarily by the parties, that it was an equitable division of the property, and that it was not unconscionable.

¶ 43 To the extent Saul argues in his appellate brief that the maintenance award was not a property settlement because the trial court ordered it to be paid over a period of 48 months, rather than all at once, this ignores our supreme court's holding that a maintenance in gross award can be payable periodically. See *Blum*, 235 Ill. 2d at 42. Saul further argues that these periodic payments "show maintenance, not property." Saul, however, is trying to distinguish maintenance in gross from a property settlement when maintenance in gross is in the very nature of a property settlement. See *Michaelson*, 359 Ill. App. 3d at 712 (citing *Freeman*, 106 Ill. 2d at 296). In other words, the two are not mutually exclusive, as he has suggested.

¶ 44 Additionally, Saul sets forth a number of arguments claiming that because other aspects of the parties' MSA were modifiable, and, in some cases actually modified, this shows that the maintenance in gross provision of the agreement was also modifiable. For example, Saul points to the MSA's language stating that "[u]pon termination of maintenance, [his] child support obligation shall be reassessed," or potentially modified. He also points to the fact that the trial court modified the MSA's tax exemption provision to allow Watkins to claim all three children for tax purposes. However, these other provisions have no bearing on whether the maintenance in gross award was nonmodifiable.

¶ 45 While we recognize that an MSA, like all contracts, must be read as a whole, those other provisions did not contain the same express language stating they were "a vested interest which shall be non-modifiable," like the maintenance provision. See, *e.g.*, *BMO Harris Bank, N.A. v. Porter*, 2018 IL App (1st) 171308, ¶ 61 ("A contract must be read as a whole, and all parts construed together."). Moreover, the other MSA provisions did not render the maintenance provision meaningless or superfluous. See *In re Estate of Tacher*, 2024 IL App (1st) 231016, ¶ 16 (noting that courts must construe an MSA so as to give effect to each of its provisions and avoid construction which would render a provision meaningless or superfluous). It is also important to note that the only reason the trial court modified the tax exemption provision in favor of Watkins was because Saul had failed to comply with the court's January 8, 2025, order requiring him to turn over his bonuses. Based on the plain language of the parties' MSA in this case, we agree with the trial court that Saul's maintenance in gross obligation was nonmodifiable and in the nature of a property settlement. Therefore, Saul was not entitled to a modification of that provision, regardless of whether his personal circumstances had changed.

¶ 46 Next, we turn to Saul's challenge to the trial court's denial of his section 2-1401 petition, which sought to vacate and/or modify the maintenance in gross provision in the parties' MSA on the basis of coercion, financial duress, and fraud. "Section 2-1401 of the Code provides a statutory mechanism by which a final order or judgment may be vacated or modified more than 30 days after its entry." *Cavitt v. Repel*, 2015 IL App (1st) 133382, ¶ 45 (citing 735 ILCS 5/2-1401 (West 2010)). A petition brought under this section is not a continuation of the original proceeding; rather, it is a commencement of a new cause of action with the purpose of bringing to the lower court's attention new facts not of record, which, if had been known by the court at the time judgment was entered, would have prevented its rendition. *In re Marriage of Streur*, 2011 IL App (1st) 082326, ¶ 30. Additionally, a section 2-1401 petitioner bears the burden of alleging and proving facts sufficient to justify relief. *Cavitt*, 2015 IL App (1st) 133382, ¶ 45.

¶ 47 To be entitled to relief under section 2-1401, the petitioner must affirmatively set forth specific factual allegations supporting each of the following elements: (1) the existence of a meritorious claim or defense, (2) due diligence in presenting that claim or defense in the original action, and (3) due diligence in presenting the section 2-1401 petition. *Id.* ¶ 46. Where, as here, a trial court enters a judgment on the pleadings or a dismissal in a section 2-1401 proceeding, our review is *de novo*. *Streur*, 2011 IL App (1st) 082326, ¶ 30.

¶ 48 Here, it is undisputed that Saul's section 2-1401 petition was filed on May 23, 2025, more than two and a half years after the trial court entered the parties' dissolution of marriage judgment and accompanying MSA on November 21, 2022. Thus, he had to allege specific facts supporting each of the above elements, a burden that he fell manifestly short of fulfilling. As set forth, Saul's alleged defense was that he signed the MSA under coercion, financial duress, and fraud. Saul, however, did not set forth any facts in his petition involving coercion, financial duress, or fraud.

¶ 49 Even assuming, *arguendo*, that Saul did present sufficiently specific factual allegations to support his so-called defense, he cannot satisfy the two remaining elements to entitle him to section 2-1401 relief. Saul asserted that Watkins was cohabiting with her fiancé and that the two of them had a child together, and those facts constituted new, material evidence that was not previously available to the trial court. However, in his vacatur motion filed on March 3, 2023, Saul alleged that shortly after he signed the MSA, he discovered that Watkins was in a conjugal relationship, "which under 750 ILCS 5/510 would be grounds for termination of maintenance." What is more, in his emergency motion for financial relief filed on May 1, 2024, Saul alleged that Watkins had been cohabiting with her fiancé "since May 2022." And later that year, in his motion to modify maintenance filed on October 17, 2024, Saul alleged that Watkins had been living "with her fiancé as of June 2023, and [Saul] believes this has been the case for a long period." In these pleadings, Saul admitted that he knew of Watkins' cohabitation shortly after he signed the MSA, or at least as early as May of 2022. Yet he waited three years to file his section 2-1401 petition.

¶ 50 Accordingly, Saul did not, and cannot, show that he acted with due diligence in presenting his section 2-1401 petition. Given that Saul alleged he believed that Watkins had been cohabiting with her fiancé since around the time the MSA was signed, an allegation that was confirmed by Watkins (see *supra* ¶ 25), we also cannot say that he acted with due diligence in presenting that defense in the original action. Because Saul did not satisfy the three elements needed to entitle him to section 2-1401 relief, the trial court did not err in denying his petition.

¶ 51 We also reject Saul's argument on appeal that the trial court displayed judicial bias against him. According to Saul, the trial court selectively considered evidence of his income, excluded him from off-the-record conferences with Watkins' counsel, and allowed Watkins' first counsel to participate in the proceedings, despite having a conflict of interest.

¶ 52 As Watkins has correctly observed in her appellate brief, in cases of alleged judicial bias, it is incumbent upon the party making the charge of prejudice, here Saul, to present evidence of the judge's personal bias, such as through a petition for substitution of judge. See, *e.g.*, *Eychaner v. Gross*, 202 Ill. 2d 228, 280 (2002); *People v. Cummings*, 2023 IL App (1st) 220520, ¶ 50 (noting that the party claiming bias "must present evidence of prejudicial trial conduct and evidence of the judge's personal bias, which can stem from an extrajudicial source and also the facts/events at trial"). Saul did not file such a petition below, and has not argued on appeal, let alone shown, that he suffered prejudice from the trial judge's supposed bias against him in this case. Instead, Saul has simply presented conclusory allegations claiming judicial bias. Therefore, we have no basis on which to find the trial court acted with bias or partiality against him in this case.

¶ 53 Additionally, as mentioned above, Saul has not provided us with a sufficient record of the proceedings below to properly evaluate this claim, much less decide it in his favor. While we have written orders from the trial court, we do not have a report of proceedings from most of the hearings below to ascertain the reasoning behind the court's rulings. Without a complete record, we must presume the trial court acted in conformity with the law and had a sufficient factual basis for its ruling. *Foutch*, 99 Ill. 2d at 392. Moreover, it is well established that a judge's rulings alone almost never constitute a valid basis for a claim of judicial bias or partiality. *Eychaner*, 202 Ill. 2d at 280. "Allegedly erroneous findings and rulings by the trial court are insufficient reasons to believe that the court has a personal bias for or against a litigant." *Id.* "Rather, the party making the charge of prejudice must present evidence of prejudicial trial conduct and evidence of the judge's personal bias." *Id.*

¶ 54 Here, Saul's claims of bias predominantly stem from the trial court's allegedly erroneous evidentiary rulings, as well as its adverse rulings on Saul's pleadings. This is insufficient to show a valid claim of judicial bias against Saul. It should be noted, however, that a review of the record reveals the trial court made unfavorable rulings on both parties' untold pleadings, many of which were repetitive.[4] Regardless, Saul did not file a motion for substitution of judge with evidence of bias and prejudicial conduct to allow the lower court to address those claims. We therefore have no basis on which to find that the trial court judge displayed judicial bias against him or to remand with evidentiary instructions, as he has requested.

¶ 55 Saul next contends that Watkins' cohabitation with her fiancé requires termination of his maintenance obligation. We disagree. As we have addressed this issue above, we need not revisit it at length here. We determined that Saul's maintenance in gross obligation was nonmodifiable based on the express language of the parties' MSA. This is the case regardless of a change in circumstances, like Watkins' cohabitation. See *Freeman*, 106 Ill. 2d at 298. Because the trial court did not find the MSA to be unconscionable, the terms therein "are binding upon the court." See 750 ILCS 5/502(b) (West 2024). Accordingly, we conclude that Watkins' cohabitation with her fiancé did not require, or allow, termination of Saul's maintenance in gross obligation.

¶ 56 Finally, Saul contends that *res judicata* does not bar his requested relief. However, as Watkins has aptly observed, Saul has not developed any legal argument or cited any relevant authority to support this claim of error. Once again, he has merely set forth allegations in a conclusory fashion, like "[t]he merits should be reached; *res judicata* does not bar Appellant's claims." Additionally, under this section of his brief, Saul has reasserted his prior arguments regarding whether maintenance could be characterized as property; whether he was entitled to section 2-1401 relief based on fraud, coercion, and duress; and whether the trial court exhibited

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[4]As the trial court astutely noted, "we get motions about every day in this file."

unfair bias against him. As we have already addressed these arguments, we need not do so again here.

¶ 57 For the reasons set forth above, the trial court did not err in denying Saul's petition for postjudgment relief under section 2-1401 of the Code. The judgment of the trial court is affirmed.

¶ 58 Affirmed.