

No. 1-25-1730

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

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

<i>In re</i> MARRIAGE OF:	)	Appeal from the
JENNIFFER BARRIENTOS DE VASQUEZ,	)	Circuit Court of
	)	Cook County.
Petitioner-Appellee,	)	
	)	
v.	)	Nos. 20 D 2649,
	)	20 D 6907 (cons.)
	)	
RAUL VASQUEZ ARGUETA,	)	Honorable
	)	Marita Sullivan,
Respondent-Appellant.	)	Judge, presiding.

PRESIDING JUSTICE QUISH delivered the judgment of the court.
Justices Lampkin and Rochford concurred in the judgment.

ORDER

- ¶ 1 *Held:* The circuit court’s orders dissolving the parties’ marriage are affirmed.
- ¶ 2 Raul Vasquez,¹ *pro se*, appeals from the circuit court’s orders after a bench trial on the consolidated petitions for dissolution of marriage filed by Vasquez and Jenniffer Barrientos De Vasquez (“Barrientos”). On appeal, Vasquez argues that the circuit court erred by (1) finding that

¹ Vasquez is referred to as both “Raul Vasquez Argueta” and “Raul Vasquez” in the circuit court.

the parties' prenuptial agreement was unenforceable; (2) deciding his motion to reconsider the denial of his motion for substitution of judge for cause without notice or a hearing; and (3) entering a "default judgment" and proceeding to trial when he was not properly served under his legal name. For the following reasons, we affirm.²

¶ 3 Barrientos and Vasquez were married in 2015 in El Salvador and later moved to Chicago. They share one minor child, A.V., born in 2017. In April 2020, Barrientos filed a petition for dissolution of marriage under case number 20 D 2649, naming Vasquez as "Raul Vasquez Argueta." In September 2020, Vasquez filed a separate petition for dissolution under case number 20 D 6907. Vasquez's petition alleged that "the parties entered into a valid and enforceable Prenuptial Agreement in which [Barrientos] waived her right to assert a claim for maintenance from [Vasquez], and, as a result, she should be barred from seeking maintenance." The two cases were later consolidated.

¶ 4 In early 2023, Vasquez's counsel was granted leave to withdraw. Barrientos filed a motion to hold Vasquez in default because he missed several court dates. The court granted the motion, finding that Vasquez failed to appear on several court dates despite being ordered to do so. Vasquez, through new counsel, then filed an appearance and a motion to vacate the default, which the circuit court granted. Vasquez's second attorney later withdrew and Vasquez proceeded *pro se*.

² Based on Vasquez's docketing statement, this matter qualifies for an accelerated disposition under Illinois Supreme Court Rule 311(a) (eff. Jul. 1, 2018) because it involves a final order in an allocation of parental responsibilities case. As such, a decision in this case was originally due on February 9, 2026. However, Vasquez requested an extension of time in which to file the record on appeal, and filed five motions for an extension of time to file his brief, extending the deadline a total of six months. Additionally, after the deadline for the appellee's brief passed, this court entered an order taking the case on Vasquez's brief only. Based on the foregoing, we find good cause to extend the deadline for disposition of this case. See Ill. S. Ct. R. 311(a)(5).

¶ 5 The day before the scheduled trial date, Vasquez filed an “emergency motion” for substitution of judge for cause, asserting that the judge overseeing the case, Judge Sullivan, expressed prejudice and animosity towards him. A different judge held a hearing on Vasquez’s motion in which Barrientos, Barrientos’ counsel and Vasquez appeared and participated, but no transcript of that hearing appears in the record. That judge denied Vasquez’s motion in a written order, finding that he failed to establish bias or prejudice to warrant substitution of judge for cause.

¶ 6 Vasquez filed two motions to reconsider the denial of his motion for substitution of judge, largely rehashing the same arguments raised in his original motion and adding additional allegations about alleged bias during a hearing in August 2024. Vasquez later filed an amended motion. None of Vasquez’s motions requested a hearing. On the date Vasquez’s amended motion was scheduled for presentment, the case was transferred to the same judge who heard the motion for substitution of judge. A few weeks later, that second judge, after considering the motions, exhibits, affidavit and common law record and relevant statutes and case law, denied the motions to reconsider in a written order, finding that Vasquez failed to bring the court’s attention to new evidence or any error of law that would warrant granting the motion.

¶ 7 The matter proceeded to a multi-day bench trial before Judge Sullivan. There is no transcript of the trial proceedings in the record. After trial where the court heard evidence and testimony of the parties, the circuit court entered an allocation judgment and parenting plan and a separate judgment for dissolution. Relevant to this appeal, the court found Barrientos to be a credible and believable witness and that her testimony was “authentic and genuine.” The court found Vasquez “not to be a credible witness” and his testimony was “lacking in veracity and truthfulness.” The court also found that Vasquez’s testimony relating to the prenuptial agreement

was “completely unbelievable, not plausible, and lacking credibility.” The court found that many paragraphs in the agreement were “incomprehensible.” The court held that the agreement was unenforceable because the document submitted at trial did not contain either of the referenced property and income disclosures, and it was unconscionable at the time it was executed because Barrientos was not provided a fair and reasonable disclosure of Vasquez’s property or financial obligations, did not voluntarily and expressly waive, in writing, her right to such a disclosure, and was not otherwise aware of Vasquez’s property or financial obligations. Vasquez appealed.

¶ 8 On appeal, Vasquez argues that the circuit court (1) erred by determining that the prenuptial agreement was unenforceable based on circumstances at the time of trial rather than at the time of execution of the agreement; (2) erred by denying his motion to reconsider the denial of his motion for substitution of judge for cause without a hearing or notice; and (3) by “continuing to trial and making a default judgment without proper service under [Vasquez’s] legal name.” Barrientos did not file an appearance or a brief, so this court entered an order taking the case on Vasquez’s brief only. See *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976).³

¶ 9 We first observe that the record on appeal lacks multiple components which impact our review. First, we have no report of proceedings from trial or any substitute under Supreme Court Rule 323. Ill. S. Ct. R. 323 (eff. Jul. 1, 2017). Second, we do not have any exhibits admitted into evidence at trial, including the prenuptial agreement. “[A]n appellant has the burden to present a sufficiently complete record of the proceedings at trial to support a claim of error, and in the absence of such a record on appeal, it will be presumed that the order entered by the trial court was

³ Vasquez did not request oral argument in this case. See Ill. S. Ct. R. 352.

in conformity with law and had a sufficient factual basis.” *Foutch v. O’Bryant*, 99 Ill. 2d 389, 391-92 (1984).

¶ 10 While Vasquez filed multiple motions in this court to supplement the record, we denied the motions because he never provided a certified supplemental record from the circuit court. See Ill. S. Ct. R. 329 (eff. Jul. 1, 2017). While we are mindful that Vasquez is *pro se* on appeal, this does not excuse him from the requirement of providing an adequate record for this court’s review. See *King v. Find-A-Way Shipping, LLC*, 2020 IL App (1st) 191307, ¶¶ 29-30. Therefore, “[a]ny doubts that may arise from the incompleteness of the record” will be construed against Vasquez. *Foutch*, 99 Ill. 2d at 392.

¶ 11 Vasquez first argues that “the circuit court erred as a matter of law by enforcing the premarital agreement without applying the statutory ‘unconscionability at execution standard under 750 ILC[S] 10/7.” He argues that the Uniform Premarital Agreement Act (750 ILCS 10/1 *et seq.* (West 2024)) does not permit the circuit court to invalidate an agreement based on circumstances arising years later, and that the court erred by finding the agreement unconscionable based on circumstances at the time of trial.

¶ 12 The determination of whether a valid marital agreement exists is reviewed *de novo*, and the circuit court’s findings of fact regarding an agreement are reviewed for whether they are against the manifest weight of the evidence. *Kranzler v. Kranzler*, 2018 IL App (1st) 171169, ¶ 39. The circuit court’s findings are against the manifest weight of the evidence only if the opposite conclusion is clearly apparent. *Id.*

¶ 13 First, the circuit court found the prenuptial agreement unenforceable, and not enforceable, as Vasquez contends. Second, the record establishes that the court expressly followed the proper

procedures within the Uniform Premarital Agreement Act when it found the agreement to be unconscionable. The court held that the agreement “was unconscionable at the time it was executed” and was not enforceable because Barrientos was not provided with a fair and reasonable disclosure of Vasquez’s property and financial obligations, did not expressly waive her right to such a disclosure, and did not have adequate knowledge of Vasquez’s property or financial obligations. These findings align with section 10/7(a)(2) of the Uniform Premarital Agreement Act. 750 ILCS 10/7(a)(2) (West 2024).

¶ 14 Further, as we have no record of the evidence presented at trial, we must presume that the circuit court’s credibility findings and conclusion that the prenuptial agreement was unenforceable had a sufficient factual basis. *Foutch*, 99 Ill. 2d at 392. Therefore, we reject this argument.

¶ 15 Next, Vasquez contends that the circuit court erred by denying his motion to reconsider the denial of his motion for substitution of judge without a hearing or notice. He argues that *People v. Tate*, 2016 IL App (1st) 140598, requires strict compliance with the procedures governing motions for substitution of judge, and that due process required that he receive notice and an opportunity for a hearing on his motion to reconsider.

¶ 16 It is unclear from the record whether the circuit court held a hearing on the motion to reconsider. However, even assuming there was no hearing, Vasquez’s motions to reconsider largely reiterated the same arguments he was able to present at the initial hearing on the motion for substitution of judge. Thus, the court did not abuse its discretion by denying the motions without a hearing. See *In re County Treasurer of Cook County*, 2024 IL App (1st) 230090-U, ¶¶ 26-28 (finding no abuse of discretion in denying a motion for reconsideration without a hearing

when the motion “presented no newly discovered evidence or arguments, no changes in existing law, and no errors in the circuit court’s application of existing law.”).

¶ 17 Vazquez does not cite any relevant authority to support his assertion that the circuit court was required to hold a hearing on his motion to reconsider, or that the failure to do so constitutes a due process violation. *Tate*, his sole cited case, does not mandate a different result, as *Tate* involved the denial of a motion for substitution of judge as untimely in a criminal case. *Tate*, 2016 IL App (1st) 140598, ¶ 16. *Tate* did not involve a motion to reconsider, nor does it suggest that a motion to reconsider requires a hearing. We find no abuse of discretion and reject Vasquez’s argument.

¶ 18 Vasquez’s third and final argument, in its entirety, is that the circuit court “made a mistake by continuing to trial and making a default judgement without proper service under [Vasquez’s] legal name.” He does not elaborate on this argument or cite any valid authority in support. Therefore, this argument is forfeited. Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020) (The argument portion of a brief “shall contain the contentions of the appellant and the reasons therefor, with citations to authorities * * *.”); *Velocity Investments, LLC v. Alston*, 397 Ill. App. 3d 296, 297 (2010).

¶ 19 Forfeiture aside, the record refutes his argument. First, no default judgment was ever entered against Vasquez. Rather, the court defaulted Vasquez after he failed to appear at several court appearances, despite being ordered to do so. The court vacated that default upon Vasquez’s motion. Further, Vasquez never contested service in the circuit court and filed his own petition for dissolution of marriage which was consolidated with Barrientos’s petition. The record also

establishes that Vasquez attended and testified at the multi-day trial in which he represented himself. Accordingly, we reject his argument.

¶ 20 For the foregoing reasons, we affirm the orders of the circuit court of Cook County.

¶ 21 Affirmed.