

2011 IL App (1st) 102523 - U
No. 1-10-2523

NOTICE: This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

IN THE APPELLATE COURT
OF ILLINOIS
FIRST JUDICIAL DISTRICT

MARIA M. SOTO,)	Appeal from the
)	Circuit Court of
Petitioner-Appellee,)	Cook County
)	
v.)	No. 07 D 8548 consolidated
)	with 07 D 8955
EDWIN V. SOTO,)	
)	Honorable
Respondent-Appellant.)	Gerald Bender,
)	Judge Presiding.

JUSTICE STERBA delivered the judgment of the court.
Justices Fitzgerald Smith and Pucinski concurred in the judgment.

ORDER

- ¶ 1 *Held:* The trial court did not err in awarding to a spouse reimbursement of non-marital funds she spent to improve the other spouse's non-marital property. The trial court did not abuse its discretion in awarding interim and final attorney's fees because the fees incurred were reasonable and the spouse lacked financial resources to pay the fees. The trial court's maintenance award was not an abuse of its discretion because the spouse established that she lacked sufficient financial resources to pay for necessities and her income was not likely to increase whereas the other spouse earned significantly more annually and was likely to receive additional pay increases.
- ¶ 2 Respondent Edwin Soto (Edwin) appeals the trial court's rulings entered in the judgment

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for dissolution of marriage (judgment) awarding petitioner Maria Soto (Maria): (1) \$22,500 as reimbursement for her non-marital funds she spent improving Edwin's non-marital property; (2) \$18,000 in attorney's fees; and (3) \$900 per month as maintenance. Edwin contends that the trial court abused its discretion in ordering him to pay \$22,500 to Maria as reimbursement because she failed to establish that the \$22,500 existed and how it was spent. Edwin also contends that the trial court abused its discretion when it ordered him to pay for Maria's legal fees because she did not file a petition for contribution as ordered by the trial court, and she failed to attach invoices to her petition for interim fees. Edwin further contends that the trial court abused its discretion when it awarded to Maria \$900 per month as maintenance because she failed to establish the couple's standard of living during the marriage. For the reasons that follow, we affirm.

¶ 3

Background

¶ 4 Edwin and Maria were married on June 24, 2000. The couple lived at 1745 N. Keating, Chicago, Illinois (hereinafter referred to as “property”), which was a two unit apartment building. Edwin purchased the property with his parents in 1984 and he lived in the property before marrying Maria. After they were married, Maria and Edwin lived in the first floor apartment.

¶ 5 Maria filed a petition for dissolution of marriage (petition) on August 22, 2007, and Edwin filed a petition on September 4, 2007. The trial court consolidated the two petitions. When the trial court dissolved the marriage, Maria was 39 years old and Edwin was 46 years old.

¶ 6 On August 22, 2007, Maria filed a petition for temporary maintenance and other relief (petition for temporary maintenance). Maria requested \$1,000 per month as temporary

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maintenance. Maria also requested that Edwin pay for her attorney's fees and costs because she lacked sufficient income and assets to pay for the expense. Maria filed a disclosure statement pursuant to Rule 13.3.1(b) on September 21, 2007, which indicated that her net monthly income was \$449.09 and her monthly living expenses were \$623 creating a monthly shortfall of \$173.93.

¶ 7 On February 13, 2008, the trial court ordered Edwin to pay Maria \$300 per month as temporary maintenance. On December 2, 2008, Edwin filed a motion to terminate temporary maintenance and for other relief, which the trial court denied.

¶ 8 On January 7, 2009, Edwin filed a motion for exclusive possession of the marital residence and for other relief, which the trial court granted. Maria filed a petition for interim attorney's fees and costs on January 23, 2009 for an amount not less than \$6,000. On March 6, 2009, the trial court granted Maria's petition for interim attorney's fees and costs and ordered Edwin to pay \$6,000 in total with \$3,000 to be paid in 15 days and the remaining \$3,000 to be paid in 30 days.

¶ 9 On October 19, 2009, the trial court set the matter for trial on December 9, 2009. The trial court identified the issues set for trial as the division of marital property, maintenance and attorney's fees. The trial court ordered the parties to present courtesy copies on the day of trial of updated asset disclosures, witness lists, written stipulations, stipulated exhibits and petition(s) for contribution for attorney's fees. The trial court also stated that the "failure to submit appropriate fee petition(s) on the day of trial shall be deemed a waiver of contribution."

¶ 10 Maria filed a disclosure statement pursuant to Rule 13.3.1(b) on October 26, 2009. According to the disclosure statement, Maria's net monthly income was \$1,541.96 and her total monthly living expenses were \$2,000 resulting in a monthly deficit of \$458.04. On November

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20, 2009, Maria filed a second petition for interim attorney's fees and costs (second petition for interim attorney's fees) requesting not less than \$18,000 for interim attorney's fees and costs.

The second petition for interim attorney's fees also alleged that Edwin did not comply with the trial court's March 6, 2009 order requiring him to pay \$6,000 to Maria for interim attorney's fees and costs. Maria's attorney estimated that an additional 16 hours and \$4,800 in new costs and fees were required to complete the case. The parties' trial commenced on December 9, 2009.

During the trial, both Maria and Edwin testified.

¶ 11 Maria testified that prior to marrying Edwin, she was married to another man. When the trial court entered the judgment from Maria's first marriage, Edwin was present in court with her. As part of the settlement in that marriage, Maria received \$22,500. Maria deposited that money into an account at LaSalle National Bank at approximately the same time she married Edwin. Maria changed the account's title to include Edwin's name. Maria testified that she changed the title because "I was marrying Mr. Soto and I wanted him to be in the title of my - you know, have access to my account." Maria also testified that Edwin asked Maria for money to repair the property because it was a "little deteriorated." Maria further testified that she spent all of the settlement money to repair and renovate the property. Maria hired all of the contractors and paid those individuals, but she could not recall how much she paid for all of the services. Maria personally exerted effort in the actual remodeling of the property because she finished the wood trimming on the windows and painted areas of the property. Maria also paid \$1,000 towards the purchase of an outdoor pool installed in the property's backyard and gave Edwin a check for that amount. Maria testified that Edwin told her that he owned the property and if she would contribute towards the cost of the repairs, he would add her name to the property's title. Edwin,

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however, did not add her name to the title. No money is left from the \$22,500 that Maria had before marrying Edwin. In fact, Maria borrowed \$10,000 from her father to pay for the litigation fees and borrowed \$300 from her mother and \$200 from her sister. Maria stated that because she was short on money each month to pay her bills, she asked relatives for money.

¶ 12 Maria further described the renovation projects completed at the property. In 2007, siding was added to the property. Maria could not recall the cost of the siding project, but she stated that the money to pay for the siding came from her settlement. Maria also spent the money to help pay for a new roof, a garage and back porches. The apartment unit upstairs was renovated and work was performed on the whole apartment, including the walls, floors, carpeting, and adding one closet. The bedroom and bathroom were remodeled in the unit that Edwin and Maria lived in. Maria testified that all of these renovations were paid for with her settlement money. Maria noted that Honduras Construction Company did some of the work at the property on October 2, 2001, for a total cost of \$5,050.

¶ 13 On redirect, Maria testified that Edwin's statement that he knew nothing about the terms of her divorce was false. Maria stated that Edwin provided her with the divorce attorney's name that she hired to represent her during the dissolution proceedings from her first husband. Edwin also heard all of the dissolution settlement terms because he was present with her when the trial court entered the judgment. Maria also stated that she made contributions to the property and presented bills as proof.

¶ 14 Edwin testified that title to the property was not in his name alone and that his parents were also on the title. Edwin stated that in 2001, repair costs for the property were \$3,930 and supply costs were \$3,993, and that he and his father paid for those costs. Edwin admitted that he

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referred Maria's divorce lawyer to her, but he did not know that Maria received \$22,500 as a divorce settlement. Edwin stated that he never asked Maria for money to remodel the property in 2000 or 2001 and that Maria did not assist him with the remodeling projects. Edwin acknowledged that Maria kept the property clean, but she contributed nothing else. From 2000 to 2004, renovations included painting, installing new carpeting, and replacing the sink and vanities in the bathroom. A company also did patchwork on the roof. In 2002, repair costs were \$3,847 and supply costs were \$3,100. Edwin testified that he wrote-off the repair related costs on his tax return against rental income. In 2006, repair costs were \$3,490 and \$2,431 in supplies. In 2007, repairs cost were \$4,470 and supply costs were \$2,892. The repairs in 2007 consisted of placing concrete around the back of the property and installing plumbing on the second floor.

¶ 15 In addition to testifying that he was not aware that Maria received \$22,500 as a divorce settlement, Edwin further testified that Maria did not financially assist him with remodeling costs. Moreover, on redirect, Edwin testified that he was not present in court on the day that Maria's divorce became final.

¶ 16 During cross-examination, Edwin stated that he purchased the property with his parents on November 29, 1984. Title to the property has not changed and it has always been in his and his parents' name. Maria and Edwin started living together in the property in June of 1998. Edwin stated that Maria did not contribute to the property's repair costs because she was repaying her father and sister for money she borrowed from them. Edwin stated that he and his father paid for the property's repairs. Edwin denies that he had a conversation with Maria about adding her name to the property's title even though she alleged that the conversation occurred in 2003.

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¶ 17 On February 9, 2009, the trial court entered the judgment dissolving Edwin and Maria's marriage. The trial court found that Maria received \$22,500 as a settlement in her previous marriage. Maria deposited that money into an account before marrying Edwin and at his request, she used the money to make periodic improvements and upgrades to Edwin's property. The trial court noted that Maria added Edwin's name to the bank account, but did so later in the marriage and only after most of the money was exhausted. The trial court also noted that Maria testified that Edwin agreed to add her name to the property's title. The trial court stated that Maria's testimony was clear and convincing whereas Edwin's testimony on this issue was not credible. The trial court noted that Edwin "had convinced Maria Soto that he was going to convey a portion of the real estate to her in order to encourage her to use her money to fix the real estate."

¶ 18 The trial court also awarded to Maria \$900 per month as maintenance, subject to review after three years upon Edwin's petition for review. The trial court stated that Edwin earns \$60,000 per year and is likely to receive pay increases and Maria earns \$20,000 per year and is not likely to receive pay increases. The trial court further awarded to Maria \$18,000 for attorney's fees. The trial court found that the attorney's fees were reasonable and were incurred because Edwin wanted to litigate the issues of interim fees, maintenance and property distribution. Edwin filed a motion to reconsider, which the trial court denied on August 2, 2010. Edwin timely filed this appeal.

¶ 19 *Analysis*

¶ 20 Edwin first contends on appeal that the trial court abused its discretion when it awarded \$22,500 to Maria as reimbursement for her non-marital property that she spent improving Edwin's non-marital property. Edwin claims that Maria failed to establish that she had \$22,500

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before marrying Edwin and where that money was held during the marriage. Edwin also claims that Maria testified that she added Edwin's name to the account, which created a presumption of a gift to the marital estate. Edwin further claims that Maria failed to present sufficient evidence supporting her allegation that she spent the money to improve Edwin's non-marital property because she did not produce receipts for the materials used and services performed to improve the property.

¶ 21 As an initial matter, we note that the parties agree that the relevant standard of review is an abuse of discretion standard. In all marriage dissolution proceedings, the trial court's property division rulings will not be disturbed on review absent an abuse of the court's discretion. *In re Marriage of Pittman*, 212 Ill. App. 3d 99, 101 (1991). The relevant question in determining whether the trial court abused its discretion "is not whether we agree with the division, but whether the court acted arbitrarily without employment of conscientious judgment or, in view of all the circumstances, exceeded the bounds of reason and ignored recognized principles of law so that substantial prejudice resulted." *Id.* Simply put, a trial court abuses its discretion "only when no reasonable man would agree with the decision reached by the trial court." *Id.*

¶ 22 Here, the trial court did not abuse its discretion when it awarded \$22,500 to Maria as reimbursement for the depletion of her non-marital funds she used to improve Edwin's non-marital property. Maria and her first husband executed a marital settlement agreement dated January 22, 1999. According to the agreement, Maria agreed to accept from her first husband \$22,500 paid by either certified or cashier's check in lieu of maintenance payments, and the amount was to be paid on April 27, 1999. Maria deposited the settlement funds in her bank account before she married Edwin. During the marriage, Maria withdrew funds from the

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account at Edwin's request and used the funds to pay for improvements to the property. Maria acknowledged that she added Edwin's name to the account and she testified that Edwin agreed to add her name to the property's title. Edwin denied having any knowledge of the \$22,500 that Maria received as a settlement from her first marriage. In the judgment, the trial court stated its finding that Maria's testimony regarding the \$22,500 was clear and convincing, and Edwin's testimony was not credible.

¶ 23 The trier of fact is charged with the responsibility of determining the credibility of witnesses because it is “in the position to see the witnesses, observe their demeanor, and assess the relative credibility of witnesses where there is conflicting testimony on issues of fact.” *In re Marriage of Kaplan*, 149 Ill. App. 3d 23, 28 (1986). A trial court's credibility findings will be reversed only if they are against the manifest weight of the evidence. *Id.* A trial court's findings are against the manifest of the evidence “if a review of the record clearly demonstrates that the proper result is the one opposite that reached by the trial court.” *In re T.W.*, 313 Ill. App. 3d 890, 892 (2000). The record includes the judgment from Maria's first marriage, which clearly states that she agreed to accept \$22,500 as a settlement of the dissolution proceedings and her first husband was to pay the amount to Maria on the day the judgment was entered with either a cashier's or certified check. Also, Maria testified that she received the check and deposited it into her bank account. Edwin denied having any knowledge of the settlement Maria received from her first husband. Based on the evidence in the record, we cannot say that the trial court's finding regarding the existence of the \$22,500 was against the manifest weight of the evidence or in finding Maria's testimony to be credible and Edwin's testimony lacking in credibility.

¶ 24 Maria concedes that the property is Edwin's non-marital property and is not disputing that

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classification of the property. Maria alleged that she spent \$22,500 of her non-marital funds improving Edwin's non-marital property during the course of their marriage, and the trial court agreed. Edwin contends that the trial court abused its discretion in ordering him to reimburse Maria the \$22,500 of her non-marital funds that she spent during the marriage to improve his non-marital property.

¶ 25 Section 503(c) of the Illinois Marriage and Dissolution Act (Act) (750 ILCS 5/503(c)(2) (West 2011)) addresses a spouse's right to reimbursement and commingling of marital and non-marital property. Section 503(c) states in relevant part:

"(c) Commingled marital and non-marital property shall be treated in the following manner, unless otherwise agreed by the spouses:

(2) When one estate of property makes a contribution to another estate of property, or when a spouse contributes personal effort to non-marital property, the contributing estate shall be reimbursed from the estate receiving the contribution notwithstanding any transmutation; provided, that no such reimbursement shall be made with respect to a contribution which is not retraceable by clear and convincing evidence, or was a gift, or, in the case of a contribution of personal effort of a spouse to non-marital property, unless the effort is significant and results in substantial appreciation of the non-marital property. Personal effort of a spouse shall be deemed a contribution by the marital estate. The court may provide for reimbursement out of the marital property to be divided or by imposing a lien against the non-marital property which received the contribution." 750 ILCS 5/503(c)(2) (West 2011).

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¶ 26 Although the above statutory section addresses the commingling of non-marital and marital assets, this court in *In re the Marriage of Snow*, 277 Ill. App. 3d 642, 649 (1996), held that this section also applies to the commingling of the non-marital assets of one spouse with the non-marital assets of the other spouse. Accordingly, Maria is entitled to reimbursement of her non-marital funds that she spent to improve Edwin's non-marital property if the funds are retraceable by clear and convincing evidence and not intended to be a gift. *Id.* The tracing of funds permits a "court to find that property which would otherwise fall within the definition of marital property is actually non-marital property under one of the statutory exceptions." *In re Marriage of Jelinek*, 244 Ill. App. 3d 496, 504 (1993).

¶ 27 Maria established by clear and convincing evidence that she received \$22,500 from her first husband as a settlement and she deposited those funds in her bank account at LaSalle National Bank before marrying Edwin. Included in the record are numerous receipts from Menards, Home Depot, Advanced On-Site Concrete, HOBAS, as well as other similar stores and suppliers. Many of the items on these receipts would have been used to remodel or make repairs to real property. The record does not reveal that Maria independently owned other real property. Also, many of the receipts indicate that the items were purchased with cash. Included in the record are numerous LaSalle National Bank statements from 2002 to 2004 that demonstrates multiple customer withdrawals during that period, which signifies the withdrawal of cash. Based on a review of the record, the trial court did not abuse its discretion in finding that Maria spent her non-marital funds to assist with the property's remodeling and renovation.

¶ 28 Maria testified that she did in fact add Edwin's name to the bank account, but the trial court noted that Maria added his name only after most of the money was spent making

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improvements to the property. Thus, it was not the marital estate that paid for most of the improvements, but Maria's non-marital estate. The trial court also noted that Maria testified that Edwin told her that he would add her name to the property's title to convince Maria to spend her own funds to improve his property. Regardless of when Maria added Edwin's name to the account, her testimony rebuts a presumption that she intended to gift her non-marital funds to Edwin to improve his non-marital property. Again, the trial court found Maria's testimony credible and her testimony establishes that she spent her funds in reliance on Edwin's statement that he would add her name to the property's title. Apart from spending her non-marital funds to improve Edwin's property, Maria also expended personal effort to improve the property by painting, staining wood and hiring workers to perform improvements and renovations. The trial court noted that Maria's efforts were significant and resulted in a substantial appreciation of Edwin's property. In light of these facts, we conclude that the trial court did not abuse its discretion in awarding \$22,500 to Maria as reimbursement for her non-marital funds she expended to improve Edwin's non-marital property.

¶ 29 Edwin next claims on appeal that the trial court erred in awarding Maria interim and final attorney's fees. Edwin contends that Maria failed to comply with the trial court's October 19, 2009 order that required her to file "petition(s) for contribution for attorney's fees." Edwin claims that Maria's second petition for interim attorney's fees failed to include specific information regarding the work performed or the amounts charged for the work. Edwin also claims that the trial court's judgment incorrectly stated that both interim and final attorney's fees were awarded when the judgment did not award interim fees.

¶ 30 Section 508(a) of the Act entitled "Attorney's Fees" states in relevant part that:

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"Interim attorney's fees and costs may be awarded from the opposing party, in a pre-judgment dissolution proceeding in accordance with subsection (c-1) of Section 501 and in any other proceeding under this subsection. At the conclusion of any pre-judgment dissolution proceeding under this subsection, contribution to attorney's fees and costs may be awarded from the opposing party in accordance with subsection (j) of Section 503 and in any other proceeding under this subsection." 750 ILCS 5/508(a) (West 2010).

"Interim attorney's fees and costs" is statutorily defined in section 501(c-1) of the Act as "attorney's fees and costs assessed from time to time while a case is pending, in favor of the petitioning party's current counsel, for reasonable fees and costs either already incurred or to be incurred, and 'interim award' means an award of interim attorney's fees and costs." 750 ILCS 5/501(c-1) (West 2010). Based on the plain language of sections 508(a) and 501(c-1) of the Act, a trial court awards *interim* attorney's fees pre-judgment and while a case is pending, whereas the trial court awards the *contribution* to attorney's fees at the conclusion of pre-judgment proceedings. Here, Maria filed two petitions for interim attorney's fees with the most recent one filed on November 20, 2009. The trial court's October 19, 2009 order stated that the trial date was December 9, 2009 and that the parties on that date shall present courtesy copies of "petition(s) for contribution for attorney's fees." The October 19, 2009 order also stated that "failure to submit appropriate fee petition(s) on the day of trial shall be deemed a waiver of contribution." Although Maria did not file a petition for contribution for attorney's fees, she filed a second petition for interim attorney's fees on November 20, 2009, which was prior to the December 9, 2009 trial date. Contrary to Edwin's claim, Maria's filing of a petition labeled

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"petition for interim attorney's fees" instead of a "petition for contribution for attorney's fees" does satisfy the trial court's order and does not result in a waiver of attorney's fees, especially since Maria filed the second petition prior to both the trial date and conclusion of pre-judgment proceedings. Thus, no waiver of attorney's fees resulted.

¶ 31 When deciding whether to award attorney's fees, the trial court shall consider the following statutory factors to the extent applicable:

- "(A) the income and property of each party, including alleged marital property within the sole control of one party and alleged non-marital property within access to a party;
- (B) the needs of each party;
- (C) the realistic earning capacity of each party;
- (D) any impairment to present earning capacity of either party, including age and physical and emotional health;
- (E) the standard of living established during the marriage;
- (F) the degree of complexity of the issues, including custody, valuation or division (or both) of closely held businesses, and tax planning, as well as reasonable needs for expert investigation or expert witnesses, or both;
- (G) each party's access to relevant information;
- (H) the amount of the payment or payments made or reasonably expected to be made to the attorney for the other party; and
- (I) any other factor that the court expressly finds to be just and equitable."

750 ILCS 5/501(c-1) (West 2010).

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¶ 32 Turning to the second petition for interim attorney's fees, we note that Maria's and her attorney's affidavits were attached to the petition. Maria stated that her hourly wage was \$9 and that she cannot afford her monthly expenses or legal fees. Her attorney stated in his affidavit that he reduced his rates for Maria and that his rates are reasonable and customary of the rates charged by lawyers of similar experience and expertise. Maria's attorney also stated that her account balance was \$20,845.17 and Edwin failed to pay the \$6,000 the trial court ordered as interim attorney's fees. Maria's attorney estimated that, at a minimum, an additional 16 billable hours were required to complete the proceedings.

¶ 33 In the judgment, the trial court awarded Maria \$18,000 for attorney's fees because Edwin earns three times Maria's salary. The trial court also noted that Edwin paid approximately \$30,000 in his own attorney's fees to three different attorneys. The trial court found that Maria had no marital or non-marital property to pay for the legal fees apart from the money awarded to her and that her attorney's fees were reasonable. The trial court stated that it awarded attorney's fees to Maria to level the playing field. In rendering its decision, the trial court considered the relevant statutory factors, which included each party's income, property and the fees Edwin paid to his attorneys. The trial court also considered it necessary to level the playing field for the two parties. Because Maria's second petition for interim attorney's fees included the necessary affidavits that incorporated facts supporting the pertinent statutory factors, the trial court's award of \$18,000 as attorney's fees to Maria was not an abuse of discretion.

¶ 34 Lastly, Edwin contends that the trial court abused its discretion by awarding Maria \$900 per month maintenance subject to review in three years and placing on Edwin the burden of seeking review of the maintenance award. Edwin claims that Maria was required to establish the

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parties' standard of living during the marriage and she failed to present evidence to meet that burden. Edwin also claims that Maria's debt after she moved from the marital home did not increase, which demonstrated that she was self-supporting and maintenance in excess of \$300 was not required.

¶ 35 In a dissolution of marriage proceeding, the trial court may award temporary or permanent maintenance in an amount and for a period the court deems just. The following statutory factors set forth in section 504(a) of the Act must be considered in determining the award of maintenance:

- "(1) the income and property of each party, including marital property apportioned and non-marital property assigned to the party seeking maintenance;
- (2) the needs of each party;
- (3) the present and future earning capacity of each party;
- (4) any impairment of the present and future earning capacity of the party seeking maintenance due to that party devoting time to domestic duties or having forgone or delayed education, training, employment, or career opportunities due to the marriage;
- (5) the time necessary to enable the party seeking maintenance to acquire appropriate education, training, and employment, and whether that party is able to support himself or herself through appropriate employment or is the custodian of a child making it appropriate that the custodian not seek employment;
- (6) the standard of living established during the marriage;
- (7) the duration of the marriage;

- (8) the age and the physical and emotional condition of both parties;
- (9) the tax consequences of the property division upon the respective economic circumstances of the parties;
- (10) contributions and services by the party seeking maintenance to the education, training, career or career potential, or license of the other spouse;
- (11) any valid agreement of the parties; and
- (12) any other factor that the court expressly finds to be just and equitable." 750 ILCS 5/504(a) (West 2011).

¶ 36 In the judgment, the trial court expressly stated that it considered all of the section 504(a) factors. The trial court found that Edwin currently earned over \$60,000 per year and his salary would likely increase on a yearly basis. Maria, on the other hand, earned less than \$20,000 per year and that it was unlikely that her ability to earn income in the future would increase significantly.

¶ 37 We reject Edwin's contention that the trial court erred in awarding \$900 a month as maintenance because Maria did not present evidence regarding her standard of living while married to him. Maria did not testify that she needed maintenance to sustain a lifestyle similar to that she had when she was married to Edwin. Rather, Maria testified only to the expenses that she incurs, which did not incorporate lavish trips or other similar lifestyle interests. The basis that Maria sought maintenance for was not to maintain or improve upon the standard of living she enjoyed during the marriage, which Edwin acknowledges on appeal was meager, but to meet basic financial obligations as they become due.

¶ 38 Moreover, consideration of the parties' standard of living is only one statutory factor in a

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long list of factors to consider when awarding maintenance to a spouse. Illinois law is well established "that an award of maintenance is warranted when the trial court finds that the spouse seeking maintenance lacks sufficient property to provide for her reasonable needs and is unable to support herself, or is otherwise without sufficient income." *In re the Marriage of Anderson*, 409 Ill. App. 3d 191, 204 (2011). In Maria's disclosure statement, her total gross monthly income was \$1,780, which included Edwin's \$300 a month temporary maintenance payment. In the disclosure statement, Maria listed the following monthly expenses: (1) household: \$1,332, which included a \$900 rent expense; (2) transportation: \$285; (3) personal: \$386.59; and (4) miscellaneous: \$190. Maria's total monthly expenses were \$2,193.59, but her total monthly gross income was only \$1,780, which resulted in a monthly deficit of \$651.63. Increasing the temporary maintenance amount of \$300 by an additional \$600 would assist in eliminating Maria's monthly income deficit. Based on Maria's testimony and review of the disclosure statement, the trial court's award of \$900 a month as maintenance was not an abuse of discretion, or even against the manifest weight of the evidence.

¶ 39 Edwin also contends that the trial court erred in placing on him the burden to seek review of the maintenance award at the end of three years, and that the maintenance payment period should be two and not three years and be non-renewable. Edwin does not cite to authority to support his contentions or fully develop his claims. In fact, Edwin only devotes a single sentence to this contention in his opening brief and reply brief. Regarding an appellant's brief, Illinois Supreme Court Rule 341(h)(7) (145 Ill. 2d R. 341(e)(7)) clearly states that the brief "shall contain the contentions of the appellant and the reasons therefor, with citation of the authorities and the pages of the record relied on." Edwin's failure to cite to authority to support

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his claims results in a waiver of those claims on appeal. *Village of Riverwoods v. BG Ltd.*

Partnership, 276 Ill. App. 3d 720, 729 (1995). Moreover, Edwin's one sentence discussion of his claims was "cursory and lacking in legal foundation, rendering any further discussion of this issue by this court unnecessary." *Id.*

¶ 40 Accordingly, the judgment of the trial court is affirmed.

¶ 41 Affirmed.