

No. 1-10-1648

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IN THE APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

<i>In re</i> THE MARRIAGE OF:)	Appeal from the
)	Circuit Court of
ROBERT H. BARTELS,)	Cook County.
)	
Petitioner-Appellant,)	
)	No. 05 D 8973
and)	
)	
STEPHANIE BARTELS,)	Honorable
)	Pamela E. Loza
Respondent-Appellee.)	Judge Presiding.

JUSTICE ROCHFORD delivered the judgment of the court.
Presiding Justice Hoffman and Justice Hall concurred in the judgment.

ORDER

¶ 1 **HELD:** In this action for the dissolution of the parties' marriage, the trial court was affirmed where: (1) the trial court's final dissolution order was in conformity with the parties' oral settlement agreement; and (2) the petitioner failed to provide a record sufficient to review trial court's refusal to require his respondent to pay for certain expenses related to the marital home.

¶ 2 This appeal arises out of an order entered by the circuit court dissolving the marriage of petitioner-appellant, Robert H. Bartels, and respondent-appellee, Stephanie Bartels. On appeal, Robert asserts that the trial court erred by entering an order that improperly: (1) ignored portions of

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the parties' oral agreement with respect to the division of their assets and liabilities; and (2) failed to require Stephanie to contribute costs associated with the marital home. For the following reasons, we affirm.

¶ 3

I. BACKGROUND

¶ 4 On August 18, 2005, Robert filed a petition to dissolve his marriage to Stephanie. Robert was 50 years old and self-employed at the time the petition was filed, and Stephanie was a 54-year-old physician. Robert's petition alleged that the parties were married in June of 1976 and had three children together. The parties' oldest child Brittany was an adult, while the two younger minor children – twin daughters Lindsay and Kelsey – still lived at home. The petition cited irreconcilable differences between the parties and asked the court to dissolve the marriage, award Robert sole custody of the children, divide the marital assets and liabilities equitably, and provide for the support of the minor children.

¶ 5 Following the filing of the petition for dissolution, Robert continued to live in the marital home with the two younger children while Stephanie lived in her own residence. The parties proceeded to litigate the issues of child support, valuation of the parties' assets, and attorney fees. On February 28, 2006, an agreed order was entered. In that order, the parties agreed to evenly distribute a \$22,000 line of credit secured by the marital home. Specifically, those funds were to be evenly distributed to the parties' attorneys for independent valuations of Robert's interests in a piece of commercial property and a small business, as well as to pay interim attorney fees. The order further provided, the agreed disbursements were "without prejudice to either party for reallocation by the court."

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¶ 6 The parties continued to litigate the terms of their divorce for a number of years, with trial dates being scheduled and stricken on a number of occasions. On March 19, 2009, an order was entered requiring Robert to pay 60% of the total balance due on the previously obtained \$22,000 line of credit and leaving Stephanie responsible for paying the remaining 40%. Again, these payments were to be "without prejudice as to the parties' right to further hearing regarding the division of the property and debts." In August of 2009, Robert filed a motion to sell the marital home. On that motion, it was alleged that the home was encumbered by a \$500,000 mortgage and a \$150,000 home equity line of credit. This motion was granted, the home was placed on the market, and the matter was set for trial in October of 2009.

¶ 7 At trial, the parties stipulated that a divorce was warranted as a result of irreconcilable differences, a prove-up of those grounds was conducted, and the trial court made a finding that the marriage would be dissolved on that basis. Robert's attorney also indicated to the trial court that the parties had reached an agreement "on most issues but for one" and sought to prove-up that agreement. The parties were thereafter sworn in as witnesses and examined as to the nature of their agreement and other issues.

¶ 8 Robert first testified the parties' twin daughters were no longer minors and were no longer living at home. One (Lindsay) was living on her own and working, while the other (Kelsey) was enrolled in college at Eastern Illinois University. He also testified he held a 60% interest in Safety Management Services, Inc. (hereinafter, SMS), the company he started and for which he was also employed as president and director. Robert also held a 50% interest in C&B Real Estate, LLC (hereinafter, C&B), which held a piece of commercial property as its sole asset.

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¶ 9 Robert then testified regarding the parties' agreement, indicating that he and Stephanie had agreed: (1) Robert would retain his entire 50% interest in SMS, valued at \$143,000, and would pay Stephanie \$71,500 for that interest; (2) Robert would retain his entire 50% interest in C&B, valued at \$68,230, and would pay Stephanie \$34,115 for that interest; (3) Robert and Stephanie would evenly split the amounts in their respective retirement accounts and any proceeds from the sale of the martial home; (4) Robert and Stephanie would each retain possession of the automobiles, household items, and other personal property then in their respective possession; (5) Robert and Stephanie would each waive any right to maintenance and would be responsible for their own attorney fees; and (6) Robert would be responsible for two-thirds of Kelsey's college expenses, with Stephanie responsible for the remaining one-third of those expenses. Stephanie agreed that these were the terms of the parties' agreement.

¶ 10 The parties were then questioned further regarding a number of other issues. Robert testified that, while Stephanie had worked as a physician during their marriage, for a number of years prior to their separation she had stayed at home to care for the parties' children. In order to maintain their lifestyle despite the loss of Stephanie's income, the parties exhausted most of their savings and had spent nearly \$120,000 of a \$150,000 interest-only line of credit secured by the martial home. The parties accessed the remaining portion of that line of credit at the time of their separation, with Robert spending his share of those funds on household expenses and Stephanie using her funds to establish a new residence for herself. Stephanie returned to work after the separation, and began voluntarily paying Robert \$750 per month in child support. That amount was subsequently raised to \$1,250 per month by an agreed order entered in the trial court.

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¶ 11 Robert also testified regarding the \$22,000 line of credit the parties obtained to pay for expenses related to the divorce. He indicated that payments on that loan were a "mixed bag." Specifically, Stephanie "made some payments, then she didn't, and then we paid the line off." Robert testified that, in the years between the parties' separation and the trial, he paid over \$262,000 in household expenses including mortgage principal, interest, real estate taxes, and payments on the two lines of credit secured by the marital home. During that time, Robert claimed tax deductions for these expenses and also claimed the two younger children as dependants on his individual tax returns.

¶ 12 In response to questions about his income, Robert testified he was typically paid between \$160,000 and \$180,000 per year from SMS from 2005 through the time of trial. A significant exception to these amounts occurred in 2007, when Robert received approximately \$200,000 in combined base salary and a "directors' fee" for serving as the corporation's sole director. In addition, that year SMS also took out a loan and paid Robert an additional \$77,000. In explaining the purpose of this additional payment, Robert testified: "I had a financial situation at home with kids in college, lawyer's fees, and other household-related issues that I knew I was going to need some additional income to support that period of time." Robert further testified SMS held a "retained earnings account" to pay for various expenses. The balance of that account had increased from 2005 to 2008 by over \$100,000, though Robert testified this account had never been used to pay anything but salaries or operating expenses.

¶ 13 Finally, Robert was asked by Stephanie's attorney about various bank accounts set up for the parties' children. Robert testified that, while the two youngest children held accounts that contained

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their own personal funds, Stephanie's counsel was mistaken regarding an account for the parties' eldest daughter Brittany. That account contained \$33,000, and while Brittany had access to it in the case of an emergency, it was "not an account set up for her." When asked if this account was therefore, marital funds, Robert responded: "If any accounts that I currently have are marital funds, then yes, it is. It's an account I have."

¶ 14 Stephanie testified that, at the time she originally stopped working, she was earning approximately \$80,000 a year. When she returned to working as a physician shortly after the parties' separation, her annual income rose from approximately \$70,000 in 2006 to \$120,000 in 2007, and finally reached just over \$150,000 in 2008. Her base annual salary at the time of the trial was \$140,000, and she expected her total income in 2009 to again amount to roughly \$150,000. Stephanie confirmed that she voluntarily paid \$750 per month in child support until that amount was increased by agreement to \$1250 per month in July of 2007. She also testified she paid Robert \$75 per month until May of 2008 for debt service on the \$22,000 line of credit the parties used to pay for litigation expenses.

¶ 15 Following the parties' testimony, the trial court delivered its findings and an oral ruling. The trial court noted that the parties had reached a partial agreement, and stated: "This matter comes before the Court for trial on the issues of contribution – on the issues of the debt, essentially the contribution of the wife to the mortgage, mortgage interest, the past due mortgage paid, past due interest paid, past due real estate taxes paid, the \$150,000 line of credit paid, the \$22,000 line of credit paid past, present and future."

¶ 16 Turning to its substantive findings, the trial court noted that Robert had consistently made

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more annual income than Stephanie during the pendency of the divorce proceedings. Indeed, the trial court specifically noted that in 2006 and 2007, Robert's income was roughly twice that of Stephanie. Moreover, the trial court found that Robert's income from SMS did not reflect the total benefits he either did receive or could have received from his employment and majority-ownership of that company. The trial court noted that the evidence indicated that SMS paid for Robert's health insurance, a company car, and various other expenses. Additionally, the trial court cited to evidence that, while SMS gave its other employees raises in recent years, Robert has not recently received a raise or a director's fee. In light of the fact that the SMS retained earnings account continued to grow over that time period, the trial court found that Robert could have taken a larger salary. These findings were made only after the trial court was presented with a number of documentary exhibits at trial.

¶ 17 In light of these findings, the trial court found that Robert would not be entitled to any contribution from Stephanie with respect to expenses for the marital home. The trial court based this decision on the evidence of Robert's income and assets, as well as the fact that he had and will continue to have the benefit of living in the home and claiming any tax deductions for his expenses in maintaining the home. The only exception to this ruling was the ongoing debt service on the \$150,000 line of credit. The trial court ordered Stephanie to pay one-third of the continuing interest costs for that loan, with the loan itself to be paid off once the marital home was sold.

¶ 18 With respect to the \$22,000 line of credit, the trial court also found that it had been paid off and that Robert was not entitled to any reimbursement for his prior payments. With respect to this decision the trial court stated that "[g]iven the husband's income and assets, I believe this is

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equitable." Finally, the trial court held that the \$33,000 bank account originally thought to belong to Brittany was actually marital property. As such, it would be evenly divided by the parties.

¶ 19 On December 29, 2009, the trial court entered a written judgment of dissolution in this matter. That written judgement generally conforms to the parties' agreement and the trial court's oral rulings. However, the written judgment contained several relevant additions, including requirements that: (1) Robert continue to provide health insurance to Lindsay and Kelsey so long as either daughter was both a full-time student and under age 23, with the parties evenly dividing the costs of any medical expenses not covered by insurance; and (2) Robert pay Stephanie for his interest in SMS within 60 days of the entry of final judgment and pay her for his interest in C&B within 90 days.

¶ 20 Robert filed a timely posttrial motion to reconsider this ruling. In that motion, Robert asserted that the trial court improperly ignored the parties' agreement by requiring him to pay Stephanie 50% of the \$33,000 bank account and imposing a time limit on his payments for his interests in SMS and C&B. Robert also contended that the parties' agreement to be responsible for their own attorney fees mandated that Stephanie reimburse him for any overpayment he made on the \$22,000 line of credit. Finally, Robert asserted that the evidence established that Stephanie had the ability and obligation to contribute to the expenses related to the martial home after the parties separated, and that the trial court erred by not requiring her to reimburse Robert for those expenses. The trial court denied Robert's motion to reconsider, and he now appeals.

¶ 21

II. ANALYSIS

¶ 22 On appeal, Robert reiterates the arguments that he raised in his posttrial motion. We address

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each issue in turn.

¶ 23 A. Standard of Review and Statutory Framework

¶ 24 "It is well settled that marital debts as well as marital assets must be distributed equitably.' [Citation.]" *In re Marriage of Awan*, 388 Ill. App. 3d 204, 212-13 (2009) (quoting *In re Marriage of Underwood*, 314 Ill. App. 3d 325, 328 (2000)). "[D]ecisions concerning the distribution of marital property lie within the sound discretion of the trial court and will not be disturbed on appeal absent an abuse of that discretion." *In re Marriage of Polsky*, 387 Ill. App. 3d 126, 135 (2008). Similarly, the amount a parent must pay for child support and educational expenses are issues that are also left to the trial court's discretion. *In re Marriage of Thurmond*, 306 Ill. App. 3d 828, 832 (1999); *In re Marriage of Olson*, 223 Ill. App. 3d 636, 653 (1992). An abuse of discretion is to be found only when no reasonable person would take the view adopted by the trial court. *Marriage of Polsky*, 387 Ill. App. 3d at 135.

¶ 25 However, section 502 of the Illinois Marriage and Dissolution of Marriage Act (hereinafter, the Act) allows for the parties to come to a mutual agreement in divorce proceedings, providing in relevant part:

"a) To promote amicable settlement of disputes between parties to a marriage attendant upon the dissolution of their marriage, the parties may enter into a written or oral agreement containing provisions for disposition of any property owned by either of them, maintenance of either of them and support, custody and visitation of their children.

(b) The terms of the agreement, except those providing for the support, custody and visitation of children, 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, on their own motion or on request of the court, that the agreement is unconscionable.

(c) If the court finds the agreement unconscionable, it may request the parties to submit a revised agreement or upon hearing, may make orders for the disposition of property, maintenance, child support and other matters." 750 ILCS 5/502(a), (b), (c) (West 2008).

Pursuant to this statutory language, in dissolution proceedings "most provisions in settlement agreements bind the court." *In re Marriage of Sheetz*, 254 Ill. App. 3d 695, 698 (1993). The court has an obligation to protect the best interests of any children involved in a dissolution proceeding, however, and therefore, "[e]ven when the parties have agreed to a resolution of child custody and support issues, the court must consider the best interests of the children in deciding whether to approve the settlement." *Id.*

¶ 26

B. The Parties' Agreement

¶ 27 Robert first asserts that the trial court both ignored and altered the parties' agreement in several respects, generally arguing that it was improper for the trial court to alter that agreement where the parties "proceeded to trial on the contested issues based on the understanding that they had an oral agreement and that their oral agreement was accepted by the Trial Court." We disagree with these assertions.

¶ 28

1. The \$33,000 Bank Account

¶ 29 Robert's initial contention is that the trial court erred by declaring his \$33,000 bank account to be marital property and requiring the parties to split the funds in that account evenly. Robert argues that this ruling violated the parties' agreement because this account was disclosed in

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discovery, was titled in his name, and was therefore, subject to that portion of the oral agreement indicating that the parties had "already separated any and all – except for the house, any and all other property" and that each party would retain any such "property in [their] possession." We disagree.

¶ 30 First, it is not clear from the record before this court how and when the existence of this account was in fact disclosed to Stephanie, as those disclosures are not contained in the record on appeal. It certainly was not disclosed or included in the schedule of assets attached to Robert's 2008 pretrial memorandum, as in response to a request for information about Robert's "Cash, Bank Accounts and Equivalent" he listed only "INCOME FROM BUSINESS MONTHLY, NO SAVINGS."

¶ 31 Nevertheless, it is clear that Stephanie was made aware of this account by the time of trial. However, it does not appear that she was aware of its exact nature. Indeed, her counsel's questioning of Robert at trial indicates that it was assumed that this account was one of a number of accounts set up for the parties' children. Robert's response to questioning at trial, however, revealed that while this account contained \$33,000 and the parties' eldest daughter Brittany had access to it in the case of an emergency, it was "not an account set up for her." In fact, Robert testified: "[i]t's an account I have."

¶ 32 "Illinois law is clear that rules of contract construction are applicable to the interpretation of provisions in a marital settlement agreement, and the primary objective is to effectuate the intent of the parties." *In re Marriage of Hall*, 404 Ill. App. 3d 160, 166 (2010). As such:

"While it is clear that an oral agreement to settle property rights, if fairly made and in good faith, will be enforced [citation], the burden of proving the existence of such an

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agreement rests upon the person who asserts the agreement [citation]. The party who asserts the existence of a contract must establish it by clear, convincing and satisfactory evidence. [Citation.] Moreover, binding and enforceable oral agreements cannot arise unless the terms of the alleged agreement are sufficiently definite and certain. [Citation.]" *In re Marriage of Parr*, 103 Ill. App. 3d 199, 203-04 (1981).

¶ 33 In this case, confusion surrounding the \$33,000 bank account was expressed at the very same hearing where the parties attempted to prove-up the nature of their oral agreement, with Stephanie apparently learning for the first time that the funds in this account belonged to Robert and not Brittany. Furthermore, we note that in general the parties' oral agreement called for their financial assets to be divided evenly while their physical personal property – having already been separated – would be divided on the basis of possession at the time of trial. The record therefore, does not provide clear evidence of exactly how, if at all, the parties actually intended the \$33,000 bank account to be accounted for in their oral agreement. See *Bruzas v. Richardson*, 408 Ill. App. 3d 98, 105 (2011) (purported oral agreement is not enforceable where the court cannot ascertain the nature of the parties' agreement).

¶ 34 In the absence of a sufficiently definite and certain oral agreement with respect to the funds contained in the \$33,000 account, the binding language of section 502 does not apply (*Marriage of Sheetz*, 254 Ill. App. 3d at 698) and the trial court was free to distribute that marital asset equitably (*Marriage of Awan*, 388 Ill. App. 3d at 212-13). In light of the record before us, we find no error in the trial court's ultimate decision to split the funds in this account evenly between the parties.

¶ 35

2. Deadline for Payments

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¶ 36 Robert next argues that it was an abuse of the trial court's discretion to "arbitrarily" set a schedule requiring him to pay Stephanie for his interest in SMS within 60 days of the entry of final judgment and pay her for his interest in C&B within 90 days. Robert asserts that this requirement went well beyond the parties' agreement because they "never agreed when and how the payments for Stephanie's interest in [SMS] and [C&B] would be paid." We disagree.

¶ 37 As discussed above, section 502 provides only: "[t]he terms of the agreement, except those providing for the support, custody and visitation of children, are binding upon the court." 750 ILCS 5/502(b) (West 2008). That section further provides: "[u]nless the agreement provides to the contrary, its terms shall be set forth in the judgment, and the parties shall be ordered to perform under such terms." 750 ILCS 5/502(d) (West 2008). Nowhere in the Act is the trial court's authority with respect to issues of property distribution *not* included in an agreement reached by the parties restricted in the manner Robert suggests. Indeed, section 530(I) of the Act generally provides: "[t]he court may make such judgments affecting the marital property as may be just." 750 ILCS 5/503(I) (West 2008).

¶ 38 Here, Robert expressly maintains that "when and how the payments for Stephanie's interest in [SMS] and [C&B] would be paid" was *not* included in his oral agreement with Stephanie. We agree. However, because the trial court had the authority to include additional requirements which do not violate the terms of the parties' agreement, and because Robert has not indicated any way in which the payment schedule was otherwise unjust, we find that the trial court's inclusion of a time frame for these payments in the final judgment order was not an abuse of discretion.

¶ 39 3. Health Insurance and Medical Expenses

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¶ 40 Next, we address Robert's challenge to the requirement that he maintain health insurance for the parties' two youngest non-minor children and pay 50% of any medical expenses not covered by insurance, so long as either daughter was both a full-time student and under age 23. Robert again contends that, including this requirement in the final judgment order, was an abuse of discretion because the parties did not present this issue to the trial court and it was not included in their oral agreement.

¶ 41 As discussed above, the trial court has an independent obligation to protect the best interests of any children involved in a dissolution proceeding. *Marriage of Sheetz*, 254 Ill. App. 3d at 698. As such, any settlement agreements "do not relieve the trial court of the responsibility for ordering child support in accord with the best interests of the children." *Id.* Section 513 of the Act provides, in certain circumstances, the trial court "may award sums of money out of the property and income of either or both parties or the estate of a deceased parent, as equity may require, for the *support* of the child or children of the parties who have attained majority." (Emphasis added.) 750 ILCS 5/513(a) (West 2008). Of relevance here, section 513 of the Act specifically provides the trial court may "make provision for the educational expenses of the child or children of the parties, whether of minor or majority age." 750 ILCS 5/513(a)(2) (West 2008). Furthermore, those "educational expenses may include, but shall not be limited to, room, board, dues, tuition, transportation, books, fees, registration and application costs, *medical expenses including medical insurance, dental expenses*, and living expenses." (Emphasis added.) *Id.*

¶ 42 Here, the parties came to an agreement with respect to only Kelsey's college expenses while she attended Eastern Illinois University. Furthermore, the agreement specifically stated that the

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college expenses covered by this agreement "shall be defined as tuition, room, board, books, lab and related college fees." The agreement, therefore, made no provision for Kelsey's medical expenses or health insurance costs. Nor did it address the issue of health insurance for Lindsay, should she return to school as a full-time student prior to turning 23 years old. We reiterate, "[e]ven when the parties have agreed to a resolution of child custody and support issues, the court must consider the best interests of the children in deciding whether to approve the settlement." *Marriage of Sheetz*, 254 Ill. App. 3d at 698. In light of the parties' failure to even address the issue in their agreement, we find that the trial court was well within its statutory authority to make provision for the medical expenses of their two youngest daughters while either daughter was both a full-time student and under age 23. Moreover, we find no abuse of discretion in its decision to require Robert to provide health insurance in such a situation, with the parties jointly responsible for any medical expenses not covered by insurance.

¶ 43

4. \$22,000 Line of Credit

¶ 44 Robert final challenge to the trial court's handling of the parties' oral settlement agreement concerns the \$22,000 line of credit. Robert contends that because this loan was clearly obtained to pay for attorney fees and costs related to these divorce proceedings, and because the parties' agreement called for them to be responsible for their own attorney fees and costs, the trial court erred by refusing to require Stephanie to reimburse him for any prior principal and interest payments he made on that loan in excess of 50%. We again disagree.

¶ 45 The record indicates that the \$22,000 interest-only line of credit was originally distributed to the parties' attorneys for litigation expenses pursuant to an agreed order entered on February 28,

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2006. That order specifically provided the agreed payments were "without prejudice to either party for reallocation by the court." On March 19, 2009, when that loan was due to be paid, another order was entered requiring Robert to pay 60% of the balance due with Stephanie to pay the remaining 40%. Again, these payments were to be "without prejudice as to the parties' right to further hearing regarding the division of the property and debts." When this matter came up for trial, the trial court noted the parties had reached a partial oral agreement, but went on to note: "This matter comes before the Court for trial on the issues of contribution – on the issues of the debt, essentially the contribution of the wife to the mortgage, mortgage interest, the past due mortgage paid, past due interest paid, past due real estate taxes paid, the \$150,000 line of credit paid, the \$22,000 line of credit paid past, present and future." The trial court ultimately found that this line of credit had been previously paid off, and that Robert was not entitled to reimbursement for any of his prior payments as "[g]iven the husband's income and assets, I believe this is equitable."

¶ 46 It is clear from this record that, whatever agreement the parties had generally reached with respect to attorney fees, that agreement did not include any redistribution of the parties' prior expenditures associated with the \$22,000 line of credit. All of the parties' prior payments on that loan were specifically made "without prejudice" to a future reallocation in the overall division of the parties' assets and liabilities. While this line of credit was originally used to pay for attorney fees and other litigation costs, at the time of trial the parties' prior payments on this loan were treated simply as another marital liability subject to division. Indeed, at that time the trial court recognized, without any apparent objection, that although the parties had reached a partial oral agreement, there remained "issues of contribution – on the issues of the debt, essentially the contribution of the wife to *** the

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\$22,000 line of credit." As in the case of the \$33,000 bank account discussed above, in the absence of any specific agreement with respect to the \$22,000 line of credit, the trial court was free to determine Robert's right to reimbursement for his payments on this loan along with its equitable division of the rest of the parties' assets and liabilities not subject to the oral agreement. *Marriage of Awan*, 388 Ill. App. 3d at 212-13.

¶ 47 As such, we reject Robert's contention that the trial court ignored the parties' agreement when it determined that he was not entitled to any such reimbursement.

¶ 48 C. Expenses Related to the Marital Home

¶ 49 Finally, Robert challenges the trial court's refusal to require Stephanie to pay a portion of Robert's past, present, and future expenses related to the marital home, which included mortgage payments, real estate taxes, and payments on the \$150,000 line of credit. Robert contends that the trial court's determination on this issue was improper because the court incorrectly: (1) found that Robert could have taken a larger salary from SMS or tapped into that company's retained earnings account to pay his expenses; and (2) failed to find that Stephanie's income could support a payment of her share of these expenses. We find that we are unable to address this issue due to Robert's failure to provide a sufficient record on appeal.

¶ 50 It is the appellant's burden to provide the reviewing court with a sufficiently complete record to allow for meaningful appellate review. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984). Indeed, Supreme Court Rule 321 (eff. Feb. 1, 1994) provides the record on appeal should contain the entire common law record, including "documentary exhibits offered and filed by any party." In the absence of a sufficiently complete record, a reviewing court will resolve all insufficiencies apparent therein

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against the appellant and will presume that the circuit court's ruling had a sufficient legal and factual basis. *Foutch*, 99 Ill. 2d at 391-92.

¶ 51 In this case, the trial court's ruling on this issue was made only after considering and specifically relying upon a number of exhibits entered into evidence at trial. These exhibits included a number of Robert's individual tax returns and profit and loss statements from SMS. The trial court was also presented with individual summaries of SMS' retained earnings, Stephanie's child support payments, and Robert's expenditures for household expenses, mortgage payments, and payments on the \$150,000 line of credit. None of these exhibits, however, have been included in the record before this court. Without the benefit of this evidence we have no basis upon which to evaluate the trial court's decision, and we must presume this decision had a sufficient legal and factual basis. *Lah v. Chicago Title Land Trust Co.*, 379 Ill. App. 3d 933, 938-39 (2008) (trial court ruling upheld, pursuant our supreme court's ruling in *Foutch*, where appellant failed to include trial exhibits in the record on appeal); *In re K.S.*, 317 Ill. App. 3d 830, 832-33 (2000) (same).

¶ 52

III. CONCLUSION

¶ 53 For the foregoing reasons, the judgment of the circuit court is affirmed.

¶ 54 Affirmed.