

2012 IL App (2d) 110272-U
No. 2-11-0272
Order filed February 27, 2012

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IN THE
APPELLATE COURT OF ILLINOIS
SECOND DISTRICT

<u>In re</u> MARRIAGE OF)	Appeal from the Circuit Court
LEWIE ROBINSON, JR.,)	of De Kalb County.
)	
Petitioner-Appellee,)	
)	
and)	No. 09-D-49
)	
MARY A. ROBINSON,)	Honorable
)	William P. Brady,
Respondent-Appellant.)	Judge, Presiding.

JUSTICE BOWMAN delivered the judgment of the court.
Justices Schostok and Birkett concurred in the judgment.

ORDER

Held: The trial court did not err in awarding the parties equal shares of any remaining assets or debts held by a company that was marital property.

¶ 1 The marriage of petitioner, Lewie Robinson, Jr., and respondent, Mary A. Robinson, was dissolved on February 1, 2011. The trial court thereafter entered an order regarding a company owned by the parties, awarding them equal shares of any remaining assets or debts it held. On appeal, Mary argues that: (1) the trial court should have sanctioned Lewie and awarded her attorney

fees because Lewie failed to comply with court orders; (2) the trial court did not account for Lewie's dissipation of assets; and (3) her trial counsel was ineffective, warranting a reversal. We affirm.

¶ 2

I. BACKGROUND

¶ 3 According to evidence in the record, including trial testimony,¹ the parties met in January 2004 when Lewie purchased the home Mary owned on 111 North Hickory in Cortland. Lewie owned a business called Robinson Construction, Inc. (RCI), incorporated in 2001, that did roofing sales and installation. RCI was a "non-union company." At the time they met, Mary was working at a company called Driv-Lok, earning about \$45,000 per year. Mary started assisting Lewie with some "projects and computer work" for RCI in mid-2004. According to Mary, she spent about 20 hours per week for RCI from 2004 to 2006 but was not paid.

¶ 4 After Mary sold her home to Lewie, she moved into another house. Lewie used money from RCI to fix up Mary's house. Mary subsequently sold her home and moved in with Lewie in 2005. The \$10,000 Mary received from selling her house was put into RCI.

¶ 5 The parties married on January 12, 2007. In February 2007, they incorporated Robinson Roofing, Inc. (RRI), a "union company," which they co-owned. Later, all of the shares were transferred to Mary's name. RRI and RCI loaned money back and forth to each other. Mary worked full-time for Driv-Loc until June 2007, when she began working full-time for RRI. Mary did office work such as payroll, billing, scheduling, inventory, and taxes. Lewie was a licensed roofer, and he did the bids and supervised the crews. RRI primarily did commercial roofing.

¹We note that both parties' briefs include facts obtained from Lewie's deposition, which is included in the record. However, there is no indication that the deposition was entered into evidence at any of the hearings or at trial, so we do not consider it in respect to the trial court's rulings.

¶ 6 Prior to 2009, Lewie’s “take-home pay” from RRI was about \$1,200 per week. Mary was not paid for her work for RRI in 2007. She received \$8,000 from RRI for the end of 2008 and about \$40,000 for January to September 2009. In 2009, Mary also received about \$30,000 at her job as an assistant computer administrator for a hospital. Mary did not receive any money from RRI in 2010. In 2011, she was earning about \$53,000 per year at her hospital job.

¶ 7 The parties separated on November 17, 2008. RCI also stopped doing business in November 2008, and it filed for bankruptcy that year. Its debts were all discharged around March 2009. RRI took over RCI’s remaining business.

¶ 8 Lewie filed a petition for dissolution of marriage on February 18, 2009. At the same time, he filed a petition to stay, alleging that Mary had threatened to freeze RRI’s assets and deny him access to them.

¶ 9 On February 26, 2009, Lewie filed an emergency motion to allow him to exclusively run the day-to-day business of RRI. He alleged that Mary had, among other things: cut off his access to all of the company’s information, which was stored on-line; removed his access to e-mail and faxes; told all employees that they were fired; cancelled some of RRI’s phone and fax numbers; overdrawn the company’s bank account; and repeatedly threatened him. The same day, the trial court granted Lewie’s motion in part, ordering as follows in relevant part. Mary was to restore full access to Lewie to all of RRI’s business accounts and communications; Mary was to restore all company telephone numbers; both parties were to have access to the office; RRI was to run “in a normal day to day business manner with each party performing their usual and customary duties as in the past”; and the parties were mutually restrained from threatening or interfering with the personal liberty of the other.

¶ 10 On March 5, 2009, Lewie filed a petition for rule to show cause. He alleged, *inter alia*, that Mary had not fully complied with the trial court's order and had used company money for personal expenses.

¶ 11 In April 2009, Lewie set up a sole proprietorship called Robinson Roofing (RR).

¶ 12 On October 2, 2009, Mary filed a petition for rule to show cause, alleging that Lewie had thwarted her access to accounts and records. On November 9, Lewie filed a petition for rule to show cause. He alleged that Mary had threatening/harassing communications with himself as well as employees and suppliers, had continued to cash paychecks while employee paychecks could not be cashed, and had caused worker's compensation insurance to lapse. Lewie filed a separate motion requesting that the trial court order Mary to stop interfering with RRI's business, and to terminate her payroll.

¶ 13 In November 2009, Lewie filed motions for contribution towards "marital bills" and towards attorney fees. He also filed notice of a dissipation claim.

¶ 14 On November 17, 2009, the trial court ordered that all checks to the business be given to Lewie's attorney, who would make the proper payouts to vendors and workers. No other money was to be disbursed without court order or the parties' agreement.

¶ 15 On December 1, 2009, Lewie filed a petition for rule to show cause, alleging that Mary had repeatedly taken away his access to business information. On December 4, 2009, Mary obtained an order of protection against Lewie. On December 8, 2009, Lewie filed another petition for rule to show cause, alleging, among other things, that Mary continued to block his access to business information, had changed the locks to the office's front door, and had harassed him.

¶ 16 On December 21, 2009, Lewie filed a motion to allow him to solely run the business. He alleged that Mary was minimizing the business's ability to function and be profitable and had instead maximized liabilities. Also on December 21, Lewie filed a motion to draw a salary, arguing that he had not been able to cash his paychecks for 20 weeks. He further filed a petition for rule to show cause, alleging that Mary had removed some business computers and had changed the company's website to say that it was closed as of December 14.

¶ 17 On December 29, 2009, the trial court held a hearing on Lewie's motion to solely run the business. Lewie testified as follows, in relevant part. RRI was an active corporation. However, it was unable to take on new business because it was a union business but had not paid union benefits that were due before the dissolution was filed. Therefore, it was unable to have the "bonding" required, and the union had filed suit against RRI for the failure to pay benefits. Lewie set up RR primarily so that he could undertake non-union work. He was RR's owner, but he recognized that it was set up during the marriage and that any income coming from that business was marital property. RR had been working as a subcontractor for Ledcor Corporation, primarily for building Super Wal-Marts. Ledcor had communicated to the parties that they should only contact it through its corporate attorneys, and it would not do further business with RR until the "organizational structure of the marital business" had been dealt with. Mary had disrupted Lewie's ability to run RRI and RR because she had turned off his access to "Quickbooks," removed records, threatened him, and posted on RRI's website that the business was closed. Mary had also been calling suppliers and builders and had a coworker question workers. Prior to the filing of the dissolution, he was primarily responsible for communicating with builders and workers.

¶ 18 Lewie further testified that he had not had a paycheck from RRI for over 20 weeks, whereas Mary had been paying herself during most of that time. Lewie had set up a separate bank account for RR for the non-union work, but Mary gained access to that account and withdrew money. She used that money to pay some of RRI's credit card bills, to hire a corporate attorney for RRI, and to cash her paychecks. RRI owed about \$80,000 to the union, about \$90,000 in payroll taxes, and \$50,000 to Allied Building Supply (Allied). Lewie believed that RCI had about \$150,000 in receivables, but he did not have access to those records.

¶ 19 Mary testified that RRI's secretary had given her access to RR's bank account. She used the money to pay RRI's company credit card expenses of about \$6,000 or \$7,000, and she also wrote one \$5,000 check. Mary hired the corporate attorney because the union was suing RRI, and she did not know what to do. Lewie last cashed a paycheck from RRI around September 2009. Lewie had signed her name to the Allied credit application without her permission, and RRI owed Allied \$70,000. She had contacted suppliers only to obtain open invoices on accounts, and she had contacted Ledcor to try to get a copy of a contract for a project to see which business it was assigned to. It turned out that RRI had two contracts with Ledcor but RR was awarded a third one. Around November 12, 2009, Lewie had deleted many records on "Quickbooks," so Mary put him on "read only access" and tried to restore the information he had deleted. Lewie had "always randomly deleted things," but never previously to this extent. Mary denied that she had done anything to impact Lewie's ability to generate income.

¶ 20 In discussing RR, the trial court referred to it as a "shadow" company and stated:

"I'm not sure why there was a second business started. There's been some reasons tendered

as to why it started. Some of those reasons make sense. But the fact that the court was not made aware of this business before it all hit the fan, raises some concerns. Those concerns may be valid. Those concerns may be invalid.

Suffice to say I would have preferred that there was either cooperation or court order in the establishment of that business. There wasn't. Not the first time, won't be the last time. But it does create problems at this point in time in making sure that everybody believes the other side."

¶ 21 The trial court granted Lewie's motion to allow to him to solely run the businesses of RRI and RR. Mary was ordered to return all business property and give Lewie access to all business accounts. She was further ordered not to have any personal contact with anyone related to the business unless requested by Lewie. Lewie was ordered not to delete any business records or take any steps to hide income, assets, and liabilities. The trial court also ordered Lewie to not incur any further personal liability for Mary through lines of credit. The parties were to cooperate in minimizing liability to the overall marital estate.

¶ 22 Lewie filed an amended petition for rule to show cause on January 14, 2010. He alleged that Mary had not returned all of the computers, and two that she did were erased; Mary had not provided him with the passwords for all electronic accounts; Mary had sent e-mails stating that RRI was closed; Mary had not fully restored the company website; and Mary had attempted to have him falsely arrested. Lewie filed a motion to compel immediate compliance on the same date, with the same allegations.

¶ 23 On January 26, 2010, the trial court entered an agreed order appointing an independent accountant for RRI, RR, and the parties. It stated that its December 29 order requiring that the

parties cooperate in running the business remained in effect, subject to the accounting provisions in its current order.

¶ 24 Also on January 26, Mary filed: a counter-petition for rule to show cause, alleging that Lewie had been dissipating marital assets and creating liabilities; a petition for sanctions against Lewie's attorney based on his January 14 filings; and a petition for contribution to attorney fees.

¶ 25 On March 5, 2010, Mary filed a petition for rule to show cause, alleging that Lewie had not paid his portion of the accountant's fee.

¶ 26 On August 31, 2010, Mary filed an amended motion for a default judgment, alleging that Lewie's answers to interrogatories were "deceitful and untruthful," his responses to her notice to produce documents was unsigned, he had not sat for a deposition within the time-frame ordered by the court, and he had failed to appear for a scheduled deposition. She later withdrew this motion on September 14, 2010.

¶ 27 On December 13, 2010, the appointed accountant filed a motion to withdraw. He alleged that he had not received any payments for his retainer or invoice, the parties had not provided answers to all of his questions, and the parties had changed accounting records. The trial court granted the motion on December 28, 2010.

¶ 28 At the January 4, 2011, trial, Mary testified as follows, in relevant part. Mary continued doing some work for RRI until about October 2009. She did not sign any paperwork with Allied for the purpose of guaranteeing payment by RRI; Lewie signed the document, and now Allied had filed suit. RRI additionally owed about \$50,000 to Ameristate Insurance for workers compensation insurance policy; about \$250,000 to Insulation Plus for materials (which she was not previously aware of); and \$12,000 to the accountant. Mary testified that after the court gave full control of RRI

to Lewie, he deleted many financial records. She then limited his access to the online financial records to “read only” because he was court-ordered to not destroy any records, and the accountant needed access to them. The State dissolved RRI in the summer of 2010 because it did not file an annual report. Lewie left a truck belonging to the company in front of Mary’s house with the key inside, and Mary sold it for \$1,000. She used the money to reimburse herself for the company’s Quickbooks subscription. Mary had not received any compensation from RRI other than the payments she received in 2008 and 2009.

¶ 29 On cross-examination, Mary testified that she returned RRI’s roofing license to Lewie when she was ordered to by the court, and she did not send it back to the State. She agreed that she sent Lewie an e-mail stating that he was fired from RRI. However, Mary testified that Lewie “refused to be fired.”

¶ 30 Lewie testified as follows, in relevant part. Around fall 2008, Mary stopped payment on a check of about \$40,000 he had sent to the union employees’ pension fund, a check of about \$10,000 to ABC Supplies, and a check to an insurance company. Mary did not return the roofing license to him. Rather, she sent it back to the State with a request not to renew it; Lewie saw Mary’s letter in the Secretary of State’s office. Therefore, the roofing license was canceled, and Lewie had to go to Springfield to resolve the problem. Lewie subsequently got a second roofing license, but Mary sent in papers terminating that as well. Lewie again had to go to Springfield to resolve that problem. Lewie further testified that he owed about \$225,000 on his house. He had not paid the property taxes for 2008 and 2009, and he did not believe that there was any equity in the house’s value.

¶ 31 On cross-examination, Lewie agreed that he opened a separate bank account under RR to try to keep Mary from interfering and to salvage RRI. RR was “the same business” as RRI. He paid

his mother \$8,195 from either RRI or RR in January 2010 to pay off a debt for his 2006 van. RR did not exist anymore. Lewie believed that Mary was the sole owner of RRI because all of the shares were in her name. He did not know how much RRI grossed in 2007, 2008, or 2009 because Mary had all of the records and did the taxes. Lewie currently worked for Robinson Roofing and Sheet Metal, Inc. (RRSMI). It was owned by Brandy Kelm, whom he had met through a friend. Lewie denied that Kelm was his girlfriend.

¶ 32 In discussing the issue of RRI with the attorneys, the trial court stated:

¶ 33 “over the course of the past almost two years both of them [the parties] have been in front of me many times and I’ve struggled many times trying to get straight answers regarding certain issues [,] *** most of which neither one of you were present for. And I’m trying to see through that and making [*sic*] sure that I try to be fair to both of them. I know they probably believe what they’re saying is going to help them persuade me that the other side is the bad actor here and that’s just not going to be the case.

*** Here is what I’m going to do. I want to take a look at that issue [of corporate debt] and see if it makes any difference what I do as far as the division of an asset which I clearly think is a marital asset. And if it does and if I come to the conclusion that it does, I think I would be obligated just in being fair to let you know why I think it’s a difference so that either of you can put on additional evidence to persuade me one way or the other.

If I come to the conclusion that it doesn’t make a difference whether I allocate it all to him or all to her or split it, and I’m going to do one of those things ***.”

Mary's attorney cited *Blackstone v. Blackstone*, 288 Ill App. 3d 905, 915 (1997), for the proposition that debts incurred by a corporation owned by a party do not belong to the marital estate.

¶ 34 The trial court entered a judgment dissolving the parties' marriage on February 1, 2011. At a hearing that day, the trial court stated the following on the subject of RRI:

"I think this is a marital asset that is divisible asset-wise and debt-wise between the parties. Now, admittedly the debt is a corporate debt and therefore it shouldn't become a personal liability or at least I would think it would be very difficult for it to become a corporate [sic] or personal liability. Likewise, however, the asset is a corporate asset and that would go to pay off corporate debts, I would assume."

¶ 35 On March 1, 2011, it entered an order awarding the house on 111 Hickory Street to Lewie. The trial court found that RRI was marital property that had benefitted both parties during its existence. The trial court ruled that each party would be liable for 50% of any of the company's indebtedness "which exists or survives" and would receive 50% of any existing "benefits" from the company. The parties were ordered to cooperate to minimize corporate liability and to file the necessary tax documents. Mary timely appealed.

¶ 36

II. ANALYSIS

¶ 37 Mary first argues that the trial court erred in failing to find Lewie in contempt for violating the November 2009 order prohibiting the parties from removing money from RRI and the February 2009 order prohibiting the parties from interfering with each other's liabilities. Mary argues that the trial court "was right in noting [Lewie] had created a 'shadow corporation' to circumvent its orders," but it was wrong to do nothing about it. Mary argues that the trial court was obligated to enforce its orders, stop the depletion of RRI, and sanction Lewie.

¶ 38 Mary cites section 508(b) of the Illinois Marriage and Dissolution of Marriage Act, which provides:

“In every proceeding for the enforcement of an order or judgment when the court finds that the failure to comply with the order or judgment was without compelling cause or justification, the court shall order the party against whom the proceeding is brought to pay promptly the costs and reasonable attorney's fees of the prevailing party.” (Emphasis added.)
750 ILCS 5/508(b) (West 2008).

Mary argues that because Lewie was in contempt per section 508(b), the trial court was required to sanction him and award her attorney fees.

¶ 39 We first note that while the trial court referred to RR as a “shadow” company, it also said that some of the reasons given for starting the company “made sense,” and its concerns about the business “may be valid” or “invalid.” Thus, the trial court did not conclusively find that Lewie created RR to circumvent its orders, and its comments cannot be labeled as a finding “that the failure to comply with the order or judgment was without compelling cause or justification,” which is required to implicate section 508(b). We further note that Mary filed numerous petitions for rule to show cause, but she does not identify which one or ones that the trial court erred in failing to enter a finding of contempt. More problematic is that she does not identify a particular order finding that Lewie was or was not in contempt of court. A party bringing a motion has the responsibility to obtain a court ruling on the motion to avoid the issue being forfeited on appeal. *City of Springfield v. West Koke Mill Development Corp.*, 312 Ill. App. 3d 900, 909 (2000). As Mary did not obtain a ruling resolving the issue of contempt, she has forfeited the issue for review.

¶ 40 Mary cites *In re Marriage of Davis*, 292 Ill. App. 3d 802, 811-12 (1997), for the proposition that a finding of contempt is sufficient to require an award of fees under section 508(b), but that such a finding is not necessary. *Davis* in turn cites *In re Marriage of Young*, 200 Ill. App. 3d 226, 230-31 (1990), which still requires that the trial court make a determination that the failure to comply with the prior order was without cause or justification before the requirements of section 508(b) come into play. Again, the trial court did not make such a finding here.

¶ 41 Anticipating such reasoning, Mary cites *In re Marriage of Berto*, 344 Ill. App. 3d 705, 719 (2003), where this court stated that a “trial court’s failure to make an express finding [that a violation of an order was without cause or justification] does not preclude this court from reviewing the record and determining whether the trial court erred.” However, in *Berto* the trial court conducted a hearing on the wife’s return of the rule to show cause for indirect civil contempt, it specifically declined to find the husband in contempt, and it dismissed the wife’s section 508 fee petition. *Id.* at 708-710. Here, in contrast, Mary failed to ensure and obtain a ruling (and arguably even a hearing) on her petitions, thereby forfeiting the issue for review.

¶ 42 Next, Mary argues that the trial court failed to account for Lewie’s dissipation of assets. Dissipation takes place when (1) a party uses marital property (2) to solely benefit himself for a purpose unrelated to the marriage (3) at a time there is an irreconcilable breakdown in the marriage. *In re Marriage of Daebel*, 404 Ill. App. 3d 473, 490 (2010). “Once a *prima facie* case of dissipation is made, the charged spouse has the burden of showing, by clear and convincing evidence, how the marital funds were spent.” *In re Marriage of Tabassum & Younis*, 377 Ill. App. 3d 761, 779 (2007). The trial court’s factual findings of whether dissipation has occurred is reviewed under the manifest

weight of the evidence standard, but we review its final property distribution under an abuse of discretion standard. *Id.*

¶ 43 Mary cites testimony from Lewie’s deposition allegedly indicating that he used money from RRI for his own personal benefit. However, as the deposition transcript was not admitted into evidence at trial, it cannot be used to support Mary’s allegation of dissipation. Mary does refer to her trial testimony that a “business that [they] owned” made an initial down payment of \$6,000 on a van in “early 2007,” and Lewie titled it in his name. However, the parties were married in February 2007 and did not separate until November 2008, so the alleged wrongful conduct did not take place at a time there was an irreconcilable breakdown in the marriage, as required for a finding of dissipation. *See Daebel*, 404 Ill. App. 3d at 490.

¶ 44 Mary further argues that Lewie incorporated RR in violation of the trial court’s orders. As mentioned, the trial court stated that some of the reasons given for starting RR made sense, and that its concerns about RR could be valid or invalid. In any event, Mary argues that Lewie admitted that the expenses of labor and materials for contracts obtained through RRI remained with RRI, but that RR collected the receivables, and Lewie also commingled RR assets with personal funds. Mary cites Lewie’s deposition in support, which for the reasons mentioned, we do not consider. Mary also cites a prior hearing, but there Lewie testified only that when RCI was in business, “some of the debts for services [were] provided to” RRI. In other words, RR was not mentioned. We further note that Lewie admitted at trial that RR was marital property, so transfers between the two companies alone would not represent dissipation.

¶ 45 Mary also argues that we should reverse and remand the case because no valuation of RRI was ever made. Mary argues that the trial court appointed an accountant to determine RRI’s value,

but the accountant withdrew on the eve of trial “because [Lewie] refused to provide the accountant with the necessary documentation.” Mary argues that, therefore, a proper valuation of RRI was never complete, and the trial court’s *ad hoc* approach of dividing RRI’s liabilities and assets equally warrants reversal. She also argues that Lewie was responsible for the purchases made from Allied, and her liabilities “are endless” because of the multiple lawsuits against RRI.

¶ 46 Although Mary attempts to put the responsibility on the trial court to obtain evidence on which to value RRI, the parties to a dissolution action are the ones that have the burden to provide the trial court with sufficient evidence to evaluate and distribute marital property. *See In re Marriage of Heroy*, 385 Ill. App. 3d 640, 663 (2008). Further, contrary to Mary’s argument, the evidence does not indicate that the accountant withdrew solely because Lewie failed to provide him with the necessary documentation. Rather, his motion to withdraw alleged that he had not received any payments for his retainer or invoice, and “the parties” had changed accounting records and not answered all of his questions. Also, upon learning at trial that the accountant withdrew, Mary did not request additional time to have a new accountant appointed, but rather proceeded with trial. She has therefore forfeited for review the argument that a valuation was required. *See In re Marriage of Minear*, 181 Ill. 2d 552, 564 (1998) (issues not raised in the trial court are forfeited and cannot be raised for the first time on appeal). We further note that, at trial, the parties clearly agreed that RRI’s debts exceeded its assets, and that the debts should fall under corporate, rather than personal, debt.

¶ 47 In the end, we find no abuse of discretion in the trial court’s equal division of any of RRI’s remaining assets or debts. The evidence supports the trial court’s finding that both parties benefitted from RRI. Lewie was paid about \$1,200 per week from RRI before 2009, and Mary presumably

benefitted from the money when they were both living together. Mary further paid herself \$8,000 from RRI in 2008 and \$40,000 in 2009. The record also contains evidence that both parties contributed to the company's inability to function and ultimate demise. Mary and Lewie both filed a plethora of petitions and motions alleging wrongdoing by the other party in operating the company. While Mary focuses on appeal on Lewie's alleged improprieties, the trial court ordered Mary to restore all company telephone numbers and ordered her more than once to give Lewie full access to RRI's business accounts. The trial court further allowed Lewie to solely run the business, and it ordered Mary to not contact anyone related to the business unless Lewie requested. Lewie testified at trial that Mary stopped payment on various checks and sent the roofing license back to the State with a request not to renew it. Mary even admittedly tried to fire Lewie even though he was the one who obtained the contracts and supervised crews. Therefore, the trial court acted within its discretion of equally dividing any residual assets or debts of RRI between the parties.

¶ 48 Last, Mary argues that her trial counsel was ineffective, warranting reversal of the trial court's decision. Mary argues that her attorney failed to: call Kelm, the purported owner of RRSMI, as a witness; present key evidence of Lewie's depletion of RRI's assets; preserve her rights by seeking another accountant or method of valuing RRI when he was informed the appointed accountant withdrew; and "mention that [Lewie] violated the court's [o]rders."

¶ 49 Mary cites *Person v. Benhnke*, 242 Ill. App. 3d 933 (1993), for the proposition that the criminal standard of *Strickland v. Washington*, 466 U.S. 668 (1984), applies in a dissolution proceeding. However, *Person* used the *Strickland* standard "as the criteria for judging whether an attorney's alleged malpractice in representation of that attorney's client in a divorce proceeding can serve as the basis for the client's subsequent claim that he lost custody or visitation of his child as

a direct result of the attorney's alleged malpractice." *Person*, 242 Ill. App. 3d 933. In other words, *Person* used *Strickland* to evaluate an attorney's actions in a legal malpractice case; *Person* does not hold that a party may claim ineffective assistance of counsel to obtain a reversal in a dissolution proceeding. To the contrary, a claim for ineffective assistance of counsel exists, at a minimum, only where a person had the statutory right to counsel in the first place (*see Coleman v. Akpakpan*, 402 Ill. App. 3d 822, 829-30 (2010)), which is not true of a dissolution proceeding. Accordingly, Mary's argument is devoid of merit.

¶ 50

III. CONCLUSION

¶ 51 For the reasons stated, we affirm the judgment of the De Kalb County circuit court.

¶ 52 Affirmed.