

2012 IL App (2d) 110759-U
No. 2-11-0759
Order filed June 29, 2012

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IN THE
APPELLATE COURT OF ILLINOIS
SECOND DISTRICT

<i>In re</i> MARRIAGE OF SHARON R. REEVES,)	Appeal from the Circuit Court
)	of Du Page County.
Petitioner-Appellee,)	
)	
and)	No. 09-D-1642
)	
HAFEZ M. SAMI,)	Honorable
)	Timothy J. McJoynt,
Respondent-Appellant.)	Judge, Presiding.

JUSTICE HUTCHINSON delivered the judgment of the court.
Presiding Justice Jorgensen and Justice Burke concurred in the judgment.

ORDER

Held: The trial court did not abuse its discretion in awarding petitioner \$8,000 per month in maintenance, and the trial court did not commit reversible error when it ordered respondent to maintain a life insurance policy for petitioner's benefit during the course of his maintenance obligations. Further, the trial court did not err when it awarded petitioner 57% of the nonretirement marital assets or when it awarded petitioner 57% of the proceeds of an irrevocable trust in the event that trust the was terminated. We affirmed the judgment of the trial court.

¶ 1 In 2011, following 29 years of marriage, the trial court entered a judgment dissolving the marriage between petitioner, Sharon R. Reeves, and respondent, Hafez M. Sami. The trial court awarded petitioner 57% of the marital, nonretirement assets, 57% of the proceeds from an

irrevocable trust in the event assets from the trust are distributed, and \$8,000 per month in maintenance. The trial court also ordered respondent to maintain a life insurance policy for petitioner's benefit while his maintenance obligation remained in effect, and the policy to be divided 57% and 43 % in petitioner's favor in the event the life insurance policy is "cashed in." Respondent appeals, raising the following issues: (1) the trial court lacked valid grounds to award petitioner \$8,000 per month in maintenance; (2) the trial court erred in ordering respondent to maintain a life insurance policy for petitioner's benefit; (3) the trial court abused its discretion by awarding petitioner 57% of the marital nonretirement assets as well as 57% of the proceeds of an irrevocable trust in the event that the trust is terminated and assets are distributed. We affirm.

¶ 2

I. BACKGROUND

¶ 3 The record reflects that the parties were married on June 6, 1981. The parties had two children during the course of their marriage, one now deceased and the other presently an adult and emancipated. On August 6, 2009, petitioner filed a petition for dissolution of marriage, citing irreconcilable differences.

¶ 4 During trial, respondent testified that he was 59 years of age and a physician licensed to practice in Illinois. Respondent testified that he has been a shareholder at Du Page Valley Anesthesiologists (DVA) since February 1994 and is authorized to practice at Edward Hospital. Respondent testified that he is affiliated with the American Society of Anesthesiologists Global Humanitarian Outreach Committee and has performed work for For The Children Organization, a charitable organization in Palestine. Respondent further testified that, since 2006, he has taken four weeks off from DVA each year to teach physicians in Rwanda.

¶ 5 Regarding his employment at DVA, respondent testified that his salary is “adjusted up and down almost on a monthly basis, depending on how much production I’ve had.” Respondent testified that his pay is determined by the number of “units” he has earned. Respondent testified that, by way of example, a gallbladder surgery would have seven “start-up units,” or a base payment for the case. In addition, 1 hour of being in physical contact with a patient would equal 6 additional units—each unit equals 10 minutes—for a total of 13 units. Respondent testified that DVA assigned each unit a base sticker price and a contractual price that is negotiated with insurance companies, which is typically lower than the “sticker” price. At the end of each month, DVA’s billing department tallies the units generated by the physicians, along with the total revenue generated by DVA, to obtain a unit value for that month. Respondent testified that if, for example, the unit value for a particular month was \$37.92 and he generated 1,000 units, his gross earnings for that month would equal 1,000 multiplied by \$37.92. Respondent testified that he receives a salary, which underestimates the monthly units he should generate, and the difference is reconciled every three months in the form of a bonus. Respondent further testified that DVA has a schedule of physicians who are on call, but because he was approaching 60 years of age, it would not be “good medicine” for him to be on call in the middle of the night due to his decreasing cognitive function. Respondent testified that, as a result, in certain situations, he pays his way “out” of being on call by paying DVA \$3,500 for each call he does not take. Respondent testified that he was paying approximately \$60,000 per year to pay his way out of being on call. Respondent further testified that he expects newly enacted legislation will negatively affect DVA’s revenues by allowing insurance companies without a contract with DVA to apply their lowest rate. Respondent testified that, based on his calculations, this legislation will lead to a reduction of \$15,000 a year for each DVA physician.

¶ 6 During questioning by his attorney, respondent testified that DVA requires him to take eight weeks of unpaid vacation per year. Respondent testified that, beginning in 2011, he will take 12 weeks off from DVA to teach in Rwanda and Palestine because, at this point in his life, he deems his volunteer work “more important” than earning income. Respondent clarified that his salary was not paid irrespective of production, but rather, is adjusted every month. The salary could be as low as \$0 and later reconciled with the quarterly bonus. Respondent further clarified how he pays his way “out” of being on call. Respondent testified that each call list contains six physicians, with one anesthesiologist for obstetrics and five for general operating rooms. The latter five are arranged in positions one through five, with the first position being the first in line to be called. Respondent testified that, while he pays his way out of being on call for obstetrics or when he is assigned the number one position for the general operating rooms, he does not pay his way out of positions two through five for the general operating room because the likelihood of him being called in is not as high. Respondent further clarified that, while he has no problem working until 11 p.m. at night, he has problems with judgment once he has fallen asleep and is awakened.

¶ 7 Pursuant to respondent’s W-2 statement, he earned \$264,121.50 in 2010. In addition, the parties’ joint federal tax returns for 2006, 2007, 2008, and 2009 reflected a total income of \$442,047, \$525,310, \$388,099, and \$331,091, respectively.

¶ 8 Petitioner testified that she graduated from San Francisco State University in 1966 with a nursing degree. Petitioner testified that she worked in the nursing industry from 1966 until 1987 and went on to receive master’s degrees in nursing and public health. Petitioner testified that she stopped working in 1986 because they had two young children and she was busy rearing them. Petitioner testified that she resumed working in the early 1990s as a nurse in the health office at the College

of Du Page. Petitioner testified that she worked three to four days a week for approximately five hours a day, until the position was eliminated in June 2009.

¶ 9 Petitioner testified that she was currently employed as a nursing faculty member at the College of Du Page. Petitioner testified that she began working in the nursing faculty while still employed in the health office, and she continued working in the nursing faculty after her position in the health office dissolved. Petitioner testified that she was currently working 2 days a week for approximately 12 hours total, earning \$53 per hour. Petitioner's W-2 tax statement reflected that she earned \$16,265.43 in 2008; \$26,279.27 in 2009; and \$27,855.10 in 2010. Petitioner testified that she also collects \$1,1017 from social security, not including medicare deductions. Petitioner's comprehensive financial statement indicated that she earned \$2,511.60 per month.

¶ 10 Petitioner further testified that she was diagnosed with multiple sclerosis in 1993. Petitioner testified that, as a result, she suffers from fatigue, muscle spasms, bowel and bladder problems, and migraine headaches.

¶ 11 On March 24, 2011, the trial court entered a judgment of dissolution of marriage. The trial court found that petitioner was 66 years old and her gross monthly income equaled \$2,511. The trial court found that, in addition to her income, petitioner received approximately \$1,250 in social security benefits. The trial court further found that respondent, who was 59 years old, earned a gross monthly income of \$24,000. The trial court awarded petitioner exclusive possession of the marital residence until the residence was sold. The trial court ordered the parties to split real estate taxes and any necessary major repairs, with petitioner being responsible for 57%% of such costs and respondent being responsible for the remaining 43%.

¶ 12 With respect to the marital bank accounts and investment funds, the trial court ordered petitioner's Brandies Merrill Lynch Account, containing \$444,870.28, to be divided evenly between the parties. The trial court ordered all other marital nonretirement accounts, totaling \$652,471.66, to be distributed 57% to petitioner and 43% to respondent. The trial court ordered that the marital retirement accounts, totaling 946,732.45, be divided evenly between the parties and that the parties prepare a qualified domestic relations order to evenly split petitioner's interest in a pension from the College of Du Page. The trial court concluded it was without authority to order the parties to break their irrevocable trust; however, if any distributions from the trust were made, it ordered that the proceeds were to be divided by petitioner receiving 33%, respondent receiving 33%, and the parties' child receiving 33%.

¶ 13 Finally, the trial court ordered respondent to pay petitioner \$8,000 per month in maintenance. In awarding maintenance, the trial court found that petitioner had health problems affecting her ability to obtain future full-time employment, while respondent had the ability to continue working in a manner consistent with his work history. The trial court noted that respondent's claims of business reductions resulting from paying "out" of on-call duty were "speculative at best," and that his ability to earn a gross income of \$300,000 "was apparent." In addition, while the trial court noted that respondent's volunteer medical missions abroad were "truly wonderful," such trips could not be used to claim less income and less maintenance to petitioner after respondent established their lifestyle. Further, the trial court acknowledged that petitioner received more than half of the assets from the marital estate, but concluded that she was not required to exhaust those assets to support herself. The trial court noted that, due to respondent's \$300,000 potential gross income, equalization of income could result in a maintenance award of \$9,500 per month, but that amount would be

excessive. The trial court also ordered respondent to maintain an existing life insurance policy for petitioner's benefit, with a benefit of \$452,091 and cash value of \$229,709, as long as maintenance remained due to petitioner. The trial court ordered that, if maintenance was terminated, all monies from the life insurance policy would be distributed with petitioner receiving 57% and respondent receiving 43%.

¶ 14 On April 25, 2011, respondent filed a motion to reconsider. Respondent raised several arguments, including that the trial court's maintenance award was excessive; the trial court abused its discretion in dividing the marital nonretirement assets 57% to 43% in petitioner's favor; the trial court erred in ordering respondent to maintain a life insurance policy in petitioner's benefit; and that the trial court erred by holding that it did not have the authority to order the parties to liquidate the trust because, according to respondent, the trial court had the authority to order the parties to take "reasonable steps" to terminate the trust. On July 5, 2011, the trial court entered an order amending its prior judgment. The trial court held that "it does have the authority to order the parties to make reasonable efforts to terminate or 'break' the trust." Therefore, the trial court ordered the parties to undertake such steps and that, in the event the trust was terminated and assets became available, petitioner would receive 57% of those assets and respondent would receive 43%.

¶ 15 Respondent filed a timely notice of appeal.

¶ 16 **II. DISCUSSION**

¶ 17 **A. Maintenance**

¶ 18 Respondent's first contention is that the trial court abused its discretion when it awarded petitioner \$8,000 per month in maintenance that can be reviewed in five years. In support of this contention, respondent argues that the maintenance award was excessive in light of the trial court

also awarding petitioner 57% of the nonretirement marital assets along with her \$3,760 monthly income from her part-time job and social security benefits. Respondent further maintains that, because petitioner expressed in her comprehensive financial disclosure a \$5,828.95 deficiency between her monthly income and living expenses, “a more reasonable and equitable maintenance award *** would have been closer to \$6,000 per month instead, if not less.”

¶ 19 “As a general rule, ‘a trial court’s determination as to the awarding of maintenance is presumed to be correct.’” *In re Marriage of Heroy*, 385 Ill. App. 3d 640, 650 (2008) (quoting *In re Marriage of Donovan*, 361 Ill. App. 3d 1059, 1063 (2005)). Therefore, the amount of a maintenance award lies within the sound discretion of the trial court and will not be reversed absent an abuse of discretion. *In re Marriage of Nord*, 402 Ill. App. 3d 288, 292 (2010). The party seeking reversal of a maintenance award bears the burden of showing the trial court abused its discretion, which occurs when “no reasonable person would take the view adopted by the trial court.” *Id.*

¶ 20 Section 504(a) of the Illinois Marriage and Dissolution of Marriage Act (the Marriage Act) provides that, in a proceeding for dissolution of marriage, a trial court “may grant a temporary or permanent maintenance award for either spouse in amounts and for periods of time as the court deems just ***.” 750 ILCS 5/504(a) (West 2008). Section 504 lists the factors that a trial court should consider when determining a maintenance award, including the income of each party, the marital property apportioned and nonmarital property assigned to the spouse seeking maintenance; the present and future earning capacity of each party; any impairment of present and future earning capacity due to a party devoting time to domestic duties or delaying career opportunities due to the marriage; the time necessary to enable a party seeking maintenance to acquire appropriate training, education, and employment; the standard of living established during the marriage; the age, physical,

and emotional condition of each party; the tax consequences of property division; contributions by the party seeking maintenance to the education, training, or career potential of the other spouse; any valid agreement between the parties; and any other factor that a trial court expressly finds to be just and equitable. 750 ILCS 5/504(a)(1)-(12) (West 2008). In awarding maintenance, courts have wide latitude in considering which factors should be used in determining reasonable needs, and a trial court is not limited to the factors listed in the statute. *In re Marriage of Brankin*, 2012 IL App (2d) 110203, ¶ 10. When determining an award of maintenance, the trial court must balance the ability of the spouse to support herself or himself in some approximation to the standard of living she or he enjoyed during the marriage, and further, no one factor is dispositive once it has been determined that an award is appropriate. *Id.* Stated differently, “the benchmark for a determination [of maintenance] is the reasonable needs of a spouse in view of the standard of living established during the marriage as well as the duration of the marriage, the ability to become self-supporting, and the lack of an income-producing spouse.” *In re Marriage of Selinger*, 351 Ill. App. 3d 611, 620 (2004).

¶ 21 In the current matter, the trial court did not abuse its discretion in awarding petitioner \$8,000 per month in maintenance. The record reflects that, in awarding maintenance, the trial court considered the parties’ high standard of living during the course of their 30-year marriage. The trial court further noted that respondent, who was 59 years old at the time trial, had the ability to continue earning in excess of \$300,000 as an anesthesiologist, whereas petitioner, who was 66 years old, had health issues related to multiple sclerosis and earned approximately \$43,000 per year from a part-time job and social security benefits. Thus, the trial court’s order reflects its careful consideration of the factors listed under sections 504(a)(1) through 504(a)(12) of the Marriage Act. We hold that

the trial court did not abuse its discretion in awarding petitioner \$8,000 per month in maintenance. See *In re Marriage of Nord*, 402 Ill. App. 3d 288, 303 (2010).

¶ 22 We are not persuaded by respondent's argument that petitioner is receiving a "windfall" of \$24,000 annually because she currently has a \$3,760 monthly income while listing a \$5,828.95 shortage in her monthly obligations. Although we are cognizant that the Marriage Act directs maintenance be awarded in relationship to the needs of the spouse seeking maintenance and the other spouse's ability to pay, "[t]his does not necessarily mean minimum needs, since the court is also directed to consider the standard of living established during the marriage." See *In re Marriage of Gunn*, 233 Ill. App. 3d 165, 175 (1992) (holding that the trial court did not abuse its discretion in awarding wife monthly maintenance that, combined with her other sources of monthly income, resulted in a \$884.69 monthly surplus after payment of federal and state income taxes). As noted, considering the length of the marriage, the disparity of income between petitioner and respondent, petitioner's age compared to respondent, and petitioner's multiple sclerosis diagnosis, the trial court did not abuse its discretion in awarding petitioner maintenance at \$8,000 per month.

¶ 23 We further reject respondent's argument that the trial court erred in concluding that he has the potential to earn \$300,000 per year in light of his unrebutted testimony that he is winding down his anesthesiology practice by opting out of being on call and that he is choosing to increase his volunteer work abroad. The parties' 2009 joint tax return reflected an income of \$331,091. Moreover, it was within the purview of the trial court, as the trier of fact, to assess the credibility of the witnesses, and the trial court could have reasonably found respondent's testimony that his income potential was decreasing not credible. See *In re Marriage of Strum*, 2012 IL App (4th) 110559, ¶ 6 (stating that questions of witness credibility and conflicting evidence are matters for the trial court

to resolve as the trier of fact, because it observes and hears the witnesses, it is in a position superior to a reviewing court for assessing their demeanor, judging their credibility, and weighing the evidence).

¶ 24 Finally, we reject respondent's argument that the trial court failed to consider petitioner's future income and retirement benefits. Respondent stresses that, even if we assume petitioner will earn 3% interest on the marital assets awarded to her, that would equal an additional \$43,000 per year, or \$3,600 per month in income. According to respondent, the "[t]he trial court gave no such indication that it considered any future income from retirement benefits, before ordering maintenance." Although the trial court did not specifically reference petitioner's potential income from retirement assets, the trial court's comprehensive order reflected that is considered both the income of the parties and the division of marital assets. Specifically, in addition to concluding that petitioner's approximate gross annual income was \$43,000 while respondent had the potential to earn in excess of \$300,000, the trial court expressly noted that, although petitioner received more than half of the marital estate, she was not required to exhaust those assets. See *Heroy*, 385 Ill. App. 3d at 656 ("Although the trial court did not specifically reference future income that [the wife] could receive from various retirement assets, the trial court's comprehensive ordered reflected that it considered the income of the parties in fixing the maintenance award.").

¶ 25 B. Life Insurance

¶ 26 Respondent next contends that the trial court erred when it ordered him to maintain life insurance for petitioner's benefit, and further, dividing that policy by awarding petitioner 57% of the cash value if respondent's maintenance obligation terminates. The gravamen of respondent's argument is that the trial court erred by not following this court's holding in *In re Marriage of*

Feldman, 199 Ill. App. 3d 1002 (1990), where we held that, absent an agreement between the parties, a trial court does not have the authority to order security of a spouse's unallocated maintenance by requiring the paying spouse to maintain life insurance for the other spouse's benefit. *Id.* at 1007. Respondent argues that, even if the Marriage Act was amended subsequent to the trial court's order to allow a trial court to order a party to maintain a life insurance policy to secure a maintenance award, this issue "should be viewed on appeal in terms of the correctness of the trial court's judgment *at that time.*"

¶ 27 In *Brankin*, 2012 IL App (2d) 110203, this court recently revisited *Feldman*. In *Brankin*, the petitioner argued on appeal that the trial court erred by following *Feldman* and denying her request that her maintenance award be secured by a life insurance policy maintained by her husband. *Id.*, ¶ 30. The reviewing court in *Brankin* began its analysis by acknowledging that, in *Feldman*, this court rejected the argument that a maintenance award could be secured by life insurance. *Id.*, ¶ 31 (citing *Feldman*, 199 Ill. App. 3d at 1007). The reviewing court in *Brankin* further discussed the Fourth District's holding in *In re Marriage of Walker*, 386 Ill. App. 3d 1034 (2008), which departed from a prior holding within that appellate district and concluded that, although the Marriage Act prohibited maintenance payments after a payor's death, the Marriage Act did not prohibit payments during a payor's life that had an effect after the payor's death. *Brankin*, 2012 IL App (2d) 110203, ¶ 32 (citing *Walker*, 386 Ill. App. 3d at 1049). The reviewing court in *Brankin* further noted that, effective January 1, 2012, the Illinois General Assembly had modified that Marriage Act to specifically afford trial courts discretion to order a maintenance award to be secured by life insurance. *Brankin*, 2012 IL App (2d) 110203, ¶ 33 (citing Pub. Act 97-608, § 5 (eff. Jan. 1, 2012)). Thus, the reviewing court in *Brankin* concluded:

“Although the trial court was bound to follow this court’s decision in *Feldman*, we are not. *** [W]e find the *Walker* court’s decision to be the best reasoned. The [Marriage Act] gives the court wide discretion in awarding maintenance and dividing marital property in ‘just proportions.’ [Citation.] As the [Marriage Act] is to be liberally construed [citation], we believe that the trial court having the discretion to award a form of security, such as life insurance, for a maintenance obligation is consistent with the purposes of the [Marriage Act]. Further, we believe that the General Assembly’s recent amendment to the [Marriage Act] does not change a court’s ability to order that a maintenance award be secured by a life insurance policy; rather, the General Assembly’s amendment clarifies that the court does have that power. *** We therefore depart from this court’s decision in *Feldman*.” *Brankin*, 2012 IL App (2d) 110203, ¶ 34.

¶ 28 Here, although the trial court failed to follow *Feldman* at the time it entered its judgment, it did not commit reversible error in light of this court’s holding in *Brankin*. Accordingly, we affirm the trial court’s determination to order respondent to maintain a life insurance policy in petitioner’s benefit during the course of his maintenance obligation.

¶ 29 In addition, respondent argues that, even if the trial court did not err by not adhering to *Feldman*, the trial court erred by ordering that, in the event that respondent’s maintenance obligation is terminated, the life insurance policy shall be “cashed in” and all monies received distributed 57% to petitioner and 43% to respondent. Petitioner argues that “[t]here simply is no reason to divide this life insurance differently from the retirement assets.” In making this argument, respondent does not dispute that the life insurance policy is subject to distribution, and as we will discuss in greater detail below, the trial court did not abuse its discretion in distributing the marital assets.

¶ 30

C. Distribution of Marital Property

¶ 31 Respondent next contends that the trial court abused its discretion in awarding petitioner 57% of the marital, nonretirement assets and awarding respondent the remaining 43%. Respondent notes that the marital retirement assets were distributed evenly between the parties and argues that “[t]here exists no valid, compelling reason to divide the non-retirement accounts differently from the retirement amounts. All should split 50/50.”

¶ 32 Pursuant to the Marriage Act, a trial court must classify property as either marital or nonmarital before disposing of the property upon a dissolution of a marriage. *In re Marriage of Hluska*, 2011 IL App (1st) 092636, ¶ 61 (citing 750 ILCS 5/101 *et seq.* (West 2008)). Section 503(d) of the Marriage Act provides that the trial court “shall divide the marital property without regard to marital misconduct in just proportions ***.” 750 ILCS 5/503(d) (West 2008). “Just proportions does not mean mathematical equality; rather, the distribution must be equitable under the circumstances.” *In re Marriage of Brackett*, 309 Ill. App. 3d 329, 338 (1999). The Marriage Act instructs the trial court to consider “all relevant factors,” which include the contribution of each party to the acquisition of marital and nonmarital property, including contribution as a homemaker; any dissipation by either party of marital and nonmarital property; the value of property assigned to each spouse; the duration of the marriage; the relevant economic circumstances; any obligations and rights of either party arising from a prior marriage; any antenuptial agreements between the parties; the age, health, occupation, sources of income, and vocational skills of each party; the custodial provisions for any children; the reasonable opportunity of each spouse for future acquisition of income and assets; and the tax consequences of the property division. 750 ILCS 5/503(d)(1)-(12) (West 2008). A trial court’s distribution of marital property will not be reversed absent an abuse of discretion.

Hluska, 2011 IL App (1st) 092636, ¶ 61. An abuse of discretion occurs when no reasonable person would take the view adopted by the trial court. *In re Marriage of Polsky*, 387 Ill. App. 3d 126, 135 (2009).

¶ 33 In this case, after reviewing the factors provided in section 503(d) of the Marriage Act, we conclude that the trial court's determination to award petitioner 57% of the nonretirement marital property was not a decision in which no reasonable person would agree. The trial court's distribution was reasonable in light of the economic circumstances of each party as well as the age, health, and employability of the parties. See *In re Marriage of Wojcik*, 362 Ill. App. 3d 144, 162 (2005) (citing 750 ILCS 5/503(d)(5), (8) (West 2004)). The trial court noted that petitioner was 66 years old, earned approximately \$43,000 from a part-time teaching job at the College of Du Page and social security benefits, and suffered from multiple sclerosis. Respondent, however, was 59 years old and had the capacity to earn in excess of \$300,000 as an anesthesiologist. Based upon this evidence, we believe that the trial court could have reasonably concluded that awarding petitioner 57% of the nonretirement marital property and dividing the retirement assets evenly, was equitable under the circumstances. See *id.* (holding that the trial court did not abuse its discretion in awarding the wife 55% of the marital assets).

¶ 34 We further reject respondent's argument that the trial court's distribution of the marital assets was inequitable in light of the trial court also awarding petitioner \$8,000 per month in maintenance. Illinois reviewing courts have held that "[t]hough it is generally recognized that the distribution of marital property is interrelated with maintenance [citation], the purpose of the [Marriage Act] is to make the division of marital property the primary means of providing for the future financial needs

of the parties.” *Brackett*, 309 Ill. App. 3d at 338 (citing *Hollensbe v. Hollensbe*, 165 Ill. App. 3d 522, 527 (1988)).

¶ 35 Finally, we reject respondent’s argument that the trial court erred in ordering that, should the parties break their irrevocable trust, petitioner would receive 57% of the proceeds and respondent would receive 43%. Respondent argues that “[t]here is simply no compelling reason to divide this asset differently from other retirement assets as ordered.” We disagree. As noted above, the trial court’s distribution of marital property was reasonable in light of the parties’ respective economic circumstances, age, health, and employment opportunities. Therefore, the trial court’s determination to award petitioner 57% of the proceeds and respondent the remaining 43% in the event the irrevocable trust was terminated and assets were distributed was not a decision in which no reasonable person would agree.

¶ 36

III. CONCLUSION

¶ 37 For the foregoing reasons, we affirm the judgment of the circuit court of Du Page County.

¶ 38 Affirmed.