

Ameren, where he continued to work throughout the parties' marriage. On November 23, 2003, petitioner filed a petition for dissolution of marriage. On June 23, 2004, counsel for both parties informed the trial court an agreement had been reached on all issues, except child support, medical expenses, and maintenance.

¶ 5 Respondent's attorney recited the agreement of the parties to the trial court on the record. After he finished, the trial court asked petitioner's attorney if that was the agreement. Petitioner's attorney pointed out that there was also a pension that needed to be distributed, and the following colloquy between the parties' attorneys ensued:

"[Attorney for petitioner:] I just want to—I think I may have missed this, [respondent's attorney], but I think there's—is there also a pension account?

[Attorney for respondent:] Oh, yes, a QUADRO [qualified domestic relations order] order will be entered on the pension.

[Attorney for petitioner:] On pensions, distributing the pension that was accrued during the marriage *equally* between the two parties." (Emphasis added.)

The attorneys agreed that was what to occur.

¶ 6 A judgment of dissolution was ultimately entered on December 1, 2004, reflecting the oral agreement previously reached between the parties.

¶ 7 On April 26, 2005, an amended judgment of dissolution was entered, along with three qualified domestic relations orders. The orders distributed (1) the Ameren Corporation Savings Investment Plan (SIP), (2) the Ameren Retirement Plan, and (3) the Ameren Long Term Savings Plan. The amended judgment stated as follows with regard to respondent's retirement accounts:

"[Petitioner] shall be entitled to one-half of the interest accrued during the

marriage in [respondent's] retirement accounts with Ameren/CIPS, including the Ameren Retirement Plan, Ameren Corporation Savings Investment Plan and the Ameren Long Term Savings Plan. The parties agree that the Court shall enter a Qualified Domestic Relations Order to secure these benefits."

The amended order also set forth that no maintenance would be awarded and that respondent "shall have sole responsibility for all of the outstanding debts of the parties."

Respondent was awarded the marital home.

¶ 8 With regard to the three qualified domestic relations orders also entered on April 26, 2005, the first order stated in pertinent part:

"There is hereby assigned to [petitioner], and as otherwise provided in this Order, the SIP [Savings Investment Plan] shall pay to [petitioner], fifty (50%) percent of the value of [respondent's] SIP account accrued during the period December 18, 1993[,] through December 1, 2004[,] (including any outstanding loan balance, if applicable), valued as of December 1, 2004, plus or minus any gains or losses allocated to [petitioner's] portion occurring subsequent to the aforementioned valuation date. Note: This paragraph applies to the entire SIP account[;] however[,] each account listed in paragraph one above can be determined separately if requested."

The second order stated in pertinent part:

"There is hereby assigned to [petitioner] and, as otherwise provided in this order, the Plan shall pay to [petitioner] 50 percent (50%) of the value of [respondent's] accrued benefit in the Plan, determined as of December 1, 2004, multiplied by a fraction, whose numerator is the number of months during which benefits accrued under the Plan during the marriage (132) and whose denominator is the number of months during which benefits accrued under the Plan ***."

The third order stated in pertinent part:

"For 401(k) account benefits: There is hereby assigned to [petitioner], and as otherwise provided in this Order, the LTSP shall pay to [petitioner], fifty percent (50%) of the value of the Participant's LTSP account balance accrued during the period December 18, 1993[,] through December 1, 2004, (including any outstanding loan balance), valued as of December 1, 2004, plus or minus any gains or losses allocated to [petitioner's] portion occurring subsequent to the aforementioned valuation date."

On May 5, 2005, proof of service was filed showing that copies of the judgment and qualified domestic relations orders were sent to respondent's attorney.

¶ 9 Soon after the orders were entered, Ameren disbursed \$45,991.45 to petitioner from respondent's account. More than three years later, on December 6, 2008, respondent filed a motion to correct the qualified domestic relations order, seeking removal of language regarding petitioner to receive 50% of the accrued benefit. Respondent asserted that pursuant to the language in the amended judgment of dissolution, petitioner was only "entitled to one-half of the interest accrued during the marriage" in the retirement accounts.

¶ 10 A hearing was held on respondent's motion to correct the order, during which he argued he accepted responsibility for the marital debt, which he claimed was in excess of \$110,000, in exchange for petitioner's agreement to take less than one-half of the marital portion of the pension. Ultimately, the trial court rejected respondent's arguments and denied respondent's motion, stating as follows:

"The Court having reviewed the transcript of June 23, 2004, wherein the agreement of the parties was placed on the record, and having reviewed the Judgment and Amended Judgment, and the QDRO, the testimony and evidence

presented, hereby finds as follows: The agreement as stated on the record is: 'On pensions, distributing the pension that was accrued during the marriage equally between the two parties.' This was acknowledged by [respondent's attorney] as his agreement. The judgment states that [petitioner] shall be entitled to one-half the interest accrued during the marriage in [respondent's] retirement accounts. It is the Court's opinion that the evidence supports [petitioner's] position that the Agreement of the parties was to evenly distribute between the two parties any and all amounts the pensions were increased during the marriage."

Respondent filed a timely notice of appeal.

¶ 11

ANALYSIS

¶ 12

The issue raised in this appeal is whether the trial court erred in denying respondent's motion to correct the qualified domestic relations order to reflect the agreement between the parties regarding the distribution of respondent's pension. Respondent contends the trial court improperly denied his motion to correct because it erred in construing the agreement of the parties and the amended judgment of dissolution when it substituted in the agreement the language and term "interest accrued" with "accrued benefit" in the qualified domestic relations order. We disagree.

¶ 13

Interpreting a marital settlement agreement is a matter of contract construction. *In re Marriage of Dundas*, 355 Ill. App. 3d 423, 425-26, 823 N.E.2d 239, 241 (2005). We seek to effectuate the parties' intent at the time the agreement was executed. *In re Marriage of Hildebrand*, 166 Ill. App. 3d 795, 798, 520 N.E.2d 995, 997 (1988). Unless the agreement is incomplete or ambiguous, we look to the language of the agreement itself to determine the parties' intent. *In re Marriage of Hildebrand*, 166 Ill. App. 3d at 798, 520 N.E.2d at 997. Where the

language is ambiguous, parol evidence may be used to decide what the parties intended. *In re Marriage of Dundas*, 355 Ill. App. 3d at 426, 823 N.E.2d at 242. However, "[l]anguage is not rendered ambiguous simply because the parties do not agree on its meaning." *In re Marriage of Mulry*, 314 Ill. App. 3d 756, 759, 732 N.E.2d 667, 670 (2000). Whether a marital settlement agreement is ambiguous is subject to *de novo* review. *In re Marriage of Wassom*, 352 Ill. App. 3d 327, 330, 815 N.E.2d 1251, 1255 (2004).

¶ 14 Here, the language of the amended judgment states as follows:

"[Petitioner] shall be entitled to one-half of the interest accrued during the marriage in [respondent's] retirement accounts with Ameren/CIPS, including the Ameren Retirement Plan, Ameren Corporation Savings Investment Plan and the Ameren Long Term Savings Plan. The parties agree that the Court shall enter a Qualified Domestic Relations Order to secure these benefits."

The three qualified domestic relations orders entered in this case require the pension administrator to pay petitioner one-half (50%) of the benefits accrued in the three accounts during the parties' marriage. We find nothing ambiguous in the language.

¶ 15 While respondent asserts the language in the amended judgment stating petitioner is to receive "one-half of the interest accrued during the marriage in [respondent's] retirement accounts" means that petitioner is only to receive one-half of the interest accrued *on* the retirement accounts, we disagree. The language is clear that petitioner is to receive "one-half of the interest accrued *** *in* [respondent's] retirement accounts." (Emphasis added.) Moreover, the word "interest" as used here means "[a] legal share in something; all or part of a legal or equitable claim to or right in property < right, title, and interest." Black's Law Dictionary 828 (8th ed. 2004).

¶ 16 In support of our determination, we point out that the court consistently used the word "interest" in the judgment and the amended judgment to connote the Black's Law Dictionary definition cited above. For example, under section B, which pertains to the division of the parties' property, the amended judgment specifically states:

"The following property acquired during the marriage shall be the sole and exclusive property of [petitioner] and [respondent] shall have no further right, title, or *interest*: 1997 Dodge Caravan, all personal property in her possession, and the entire proceeds of her 2 pending personal injury actions." (Emphasis added.)

The amended judgment goes on to state:

"The following property acquired during the marriage shall be the sole and exclusive property of [respondent] and [petitioner] shall have no further right, title, or *interest*: 1992 Chevrolet one-half ton pick-up, real estate located at 11967 Maxine Lane, Marion, Illinois, and all personal property currently in his possession, except for the twin bed and mattress set and bookcase." (Emphasis added.)

Thus, the word "interest" as used throughout the amended judgment is used to connote a property right rather than a percentage paid on a principal balance.

¶ 17 We do not believe there is an ambiguity in the language as used. Accordingly, there is no need for evidence beyond the terms of the amended judgment. Nevertheless, we note that after reviewing the record as a whole, we find no support for respondent's position.

¶ 18 From the outset of this litigation, it was clear that the parties intended to share equally in all amounts the retirement accounts were increased during the marriage. When the agreement was initially read into the record on June 23, 2004,

petitioner's attorney specifically stated, "On pensions, distributing the pension that was accrued during the marriage *equally* between the two parties." (Emphasis added.) Respondent's attorney confirmed that this was the agreement reached by the parties.

¶ 19 Moreover, we do not agree with respondent that he is entitled to more of his pension because he agreed to take on the marital debt. The record shows the majority of the marital debt came from the mortgage on the marital home. Respondent was awarded the marital home as part of the agreement. Not only did petitioner give up all of her interest in the marital home, but also she agreed not to receive any maintenance as part of the agreement. Under these circumstances, we are unconvinced that the qualified domestic relations order needs to be corrected. We agree with the trial court that it was the intent of the parties to evenly distribute any and all amounts the retirement accounts were increased during the marriage.

¶ 20 For the foregoing reasons, the order of the circuit court of Williamson County denying respondent's motion to correct the qualified domestic relations order is hereby affirmed.

¶ 21 Affirmed.