

2014 IL App (1st) 13-1460-U
No. 1-13-1460
Order filed January 27, 2014

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

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

<i>In re</i> MARRIAGE OF)	Appeal from the Circuit Court
ESTHER L. THOELE,)	
)	of Cook County.
)	
Petitioner-Appellee,)	
)	
and)	No. 10 D5 30495
)	
GIL S. LOPEZ,)	Honorable
)	Andrea M. Schleifer,
Respondent-Appellant.)	Judge, Presiding.

JUSTICE HOFFMAN delivered the judgment of the court.
Presiding Justice Connors and Justice Delort concurred in the judgment.

ORDER

¶ 1 *Held:* The trial court did not abuse its discretion when it distributed the marital property and awarded maintenance after a trial in the parties' dissolution proceedings.

¶ 2 The respondent, Gil S. Lopez, appeals from the circuit court order which, pursuant to the Illinois Marriage and Dissolution of Marriage Act (Act) (750 ILCS 5/501 *et seq.* (West 2012)), distributed property and awarded maintenance to the petitioner, Esther L. Thoele. For the reasons that follow, we affirm.

¶ 3 The parties were married on May 23, 1998, and had two children: Mae, born October 16, 2002; and, Manuel, born May 14, 2004. The family resided in a home in Oak Lawn until Esther,

43 years old at the time, filed for dissolution of the marriage in July 2010. Gil, 48 years old at the time, filed a counter-petition in September 2010.

¶ 4 On January 19, 2012, a custody judgment was entered awarding sole legal and physical custody of the children to Esther; custody matters are not at issue in this appeal. The property and maintenance issues proceeded to trial on August 24, 2012, at which only the parties testified.

¶ 5 Esther testified that she earned a bachelor of arts degree from Purdue University and two associate degrees from a school in New York. After college, she worked full-time jobs at Lord & Taylor, Midwest Film, Square D, and Andrew Corporation. She stopped working full-time at Andrew Corporation after having her second child in 2004. Esther had earned about \$52,000 per year when she left Andrew and now earned about \$15,000 per year working at a preschool, running her scrapbooking business, and managing a charitable trust created by her grandmother's estate.

¶ 6 Regarding marital property, Esther stated that the parties separated in 2005 but continued to live in the Oak Lawn residence until Gil was required to leave the home in November 2010. The parties stipulated that the Oak Lawn home was marital property and had a net value of \$60,000. In May 2002, the parties purchased a cabin near Diamond Lake in Michigan for \$122,900. Esther testified that, in lieu of a down payment, she used funds from a non-marital trust account as collateral. The funds were put into a jointly-titled collateral account, although Esther stated that she did not intend for the funds to be a gift to Gil. She further stated that she paid the mortgage, taxes, and expenses on the Michigan property using funds from the non-marital trust account which contained money she inherited from her father. She testified that the home was purchased with a Hurricane boat, a pier, and a shore station. Gil later purchased a Lund boat for his fishing hobby.

¶ 7 According to Esther, Gil moved to the Michigan property in February 2011, changed the locks, and "trashed" the property while living there. When she saw the property just before trial, she observed trash all over the home, broken doors, dirty carpets, and termite damage. She stated that, in her opinion, the Michigan property had only a "tear-down" value of roughly \$100,000, which was approximately the balance of the mortgage.

¶ 8 Regarding the vehicles, Esther stated that Gil drove a Toyota Camry and she drove a GMC Yukon. In April 2012, Esther started driving a minivan, which was purchased by her mother, because Gil wanted to sell the Yukon. She stated that he later changed his mind, told her that he wanted to keep the Yukon, and the vehicle now sat unused in her driveway.

¶ 9 Regarding retirement accounts, Esther stated that, in 2000, she created Roth IRA accounts for her and Gil and that each account had a value of about \$8,000, but Gil had liquidated his account. Esther testified that she believed that the parties should each be awarded their respective retirement accounts, split the equity in the Oak Lawn property, and that she should be awarded the Michigan property. She further testified that she was seeking \$400 in monthly maintenance and the statutory 28% of the Gil's net income for child support. She also wanted the children to be named beneficiaries on Gil's life insurance policy, which she believed paid 1 ½ year's salary.

¶ 10 On cross-examination, Esther admitted that she was the trustee of an irrevocable trust set up by her grandmother's estate and that account had approximately \$727,000. However, Esther testified that she will never be able to withdraw funds from that account because it is set up to pass on to her children. She also inherited money after her father died and that account contained approximately \$137,000.

¶ 11 Gil testified that, for the past year, he has resided in Griffith, Indiana in a friend's house and that he has worked for Porter Pipe for about 11 years. He testified that he was current on the Oak Lawn property's mortgage and that he liquidated his Roth IRA account to pay legal bills and to help pay his expenses during the pendency of the divorce. Regarding the Michigan property, he stated that he believed the property was worth \$130,000 to \$140,000 because it had access to the lake. However, no appraisals of the Michigan property were admitted into evidence. He also testified consistently with Esther in that they looked at properties together before deciding on the Michigan location and used the property as a family.

¶ 12 Gil denied having a life insurance policy through his employer. He testified that he had an aortic valve replacement in December 2006, has diabetes, and has had bouts of cellulitis in recent months. According to Gil, his employer offers life insurance but, because of his health conditions, "[t]hey don't even look at me, no way." When asked whether he had any plans to support his children in the event of his death, Gil stated "whatever I could afford." He testified that Esther was still the named beneficiary of his Tyco retirement account as of the date of trial. The parties agreed that most of the Tyco funds were premarital but a small portion of the account accrued after the marriage and was marital property. However, no expert testified to what portion of the \$90,000 Tyco account should be considered marital property.

¶ 13 At the conclusion of the trial, Esther requested that she be awarded the following non-marital property: the Michigan property, the collateral account (\$60,000), and the \$137,000 account which she inherited from her father. She asked that the Oak Lawn property, her 401(k) account, Gil's Porter Pipe 401(k) and Tyco retirement accounts, and the credit card debt obligations be divided in half. She requested that the Yukon, the Camry, and boats be awarded to Gil. Esther further requested that the children be designated beneficiaries of the Tyco account

because Gil did not have a life insurance policy as she previously thought. Finally, she sought \$400 per month in reviewable maintenance and statutory child support.

¶ 14 Gil requested that each party take a boat and a vehicle. Regarding the Michigan property and the collateral account, he argued that those assets were marital property and that he should be awarded half. He agreed that the credit card bills should be divided equally and argued against an award of maintenance.

¶ 15 The court gave its ruling at a September 28, 2012, hearing and incorporated its findings in a written judgment on December 19, 2012.

¶ 16 The judgment for dissolution of marriage provided the following factual findings and property distribution. Esther worked various jobs before and after the birth of the children and most recently earned about \$20,000 per year through her scrapbooking business, managing a charitable trust established by her grandmother's estate, and substitute teaching. Gil worked for Porter Pipe, earning approximately \$58,000 gross income per year, and suffered from diabetes, several bouts of cellulitis, and had an aortic valve replacement a decade earlier. From his gross income, Gil contributed to a 401(k) retirement plan, taxes, medical insurance for the family, and child support. He did not have life insurance through his employer and was otherwise uninsurable.

¶ 17 The court noted that the parties had stipulated that the following property was marital: Gil's Porter Pipe 401(k) account (\$53,000); Gil's Tyco savings plan (\$90,000); Esther's 401(k) account (\$18,000); and the Oak Lawn property (net value \$60,000). The parties disputed whether their Michigan property and the collateral account tied to the property should be classified as marital property. The court determined that the collateral account (\$60,000) and the Michigan property, the value of which was less than the \$106,000 outstanding mortgage, were

both marital property. While the court did not specify in the written order that the Michigan property was marital, the parties discussed at a December 11, 2012, hearing whether the Michigan property should be included in paragraph "T" of the written judgment which provided that a nonmarital account be awarded to Esther. Because the collateral account, which was funded by that nonmarital account, had been deemed a gift to the marital estate, the parties and the court agreed that the Michigan property should not be included in paragraph "T," suggesting that the court also considered the Michigan property a gift to the marital estate. Thus, it is clear from the record that the court and the parties understood that the Michigan property, purchased during the marriage in joint tenancy, through funds which the court concluded were a gift from Esther to the marital estate was marital property.

¶ 18 The circuit court made the following disposition of marital property to Esther: the collateral account (\$60,000); the Oak Lawn property (\$60,000); the Michigan property (no value); her 401(k) account (\$18,000); the Toyota Camry, and the Hurricane boat. Gil was awarded his Porter Pipe 401(k) account (\$53,000), his Tyco savings plan (\$90,000), the Yukon sport utility vehicle, and the Lund boat. Regarding the marital debt, Esther was assigned the Disney credit card balance (approximately \$3,700), and Gil was assigned the Discover credit card balance (approximately \$4,800) and was ordered to reimburse Esther \$264 for a tollway debt that she paid. Both parties were awarded their personal property and, if either possessed the other party's personal property, they were to turn it over within 30 days.

¶ 19 Regarding maintenance, the circuit court found that Esther was in good health, educated, and young enough to find employment that would be commensurate with that of Gil's. The court determined that the marriage was relatively short-term and that, "although [Esther] may otherwise be eligible for maintenance as requested," it awarded her maintenance for five years in

the form of continued health insurance coverage under Gil's current plan, and then, if necessary, under a comparable plan. According to the order, maintenance terminates upon Esther remarrying or, if she obtains better coverage, she would pay the difference in costs of the plans.

¶ 20 Further, the court ordered that Gil place his Tyco account in a trust pursuant to section 503(g) of the Act to insure that the children are provided for should anything prevent him from meeting his child support and college expense obligations. At a hearing on December 11, 2012, counsel for Gil questioned the court regarding the terms of the trust and who would bear the tax consequences of withdrawing the funds. The circuit court stated that it hoped that Gil would find a way to create the trust without tax implications and suggested considering opening a section 529 college account to avoid tax consequences or find a way in which Gil would be prevented from withdrawing any funds of the Tyco account with the children as named beneficiaries. The court therefore included in the judgment the option for Gil to "place the funds in a 529 college account for the children's college expenses or transfer said funds into a 503(g) trust as agreed by the parties and in such a manner as to avoid tax consequences." In so ordering, the court noted that Gil did not have a life insurance policy through his employer and was uninsurable because of his health conditions. Specifically, the court stated that Gil did "not have a plan for taking care of the parties' children should [he] die and that [he] is unable to obtain life insurance and has depleted the Roth IRA that [Esther] established for him."

¶ 21 In the judgment, the circuit court explicitly stated that it found Esther to be a consistent, forthright, and credible witness and found Gil was not a credible witness, was "less than engaged in the proceedings or in the children," and "has spent whatever he gets, including the Roth IRA" which Esther set up and funded for him using non-marital assets.

¶ 22 Finally, custody remained with Esther and the court ordered Gil to pay 28% of his net monthly income for child support until each child reached 18 years of age or graduated from high school, whichever event occurred later. Gil was required to maintain health insurance for the children and pay 50% of school and extracurricular expenses, except for private school tuition which was paid for by Esther's family. Esther was further allowed to claim the children as dependents for tax purposes.

¶ 23 On January 9, 2013, Gil filed a motion to reconsider various aspects of the judgment. Specifically, he challenged the court's order to place his Tyco retirement account in a section 503(g) trust, Esther's ability to claim both minors as tax dependants, the collateral account and Michigan property award to Esther, the vehicle distribution, personal property distribution, and the maintenance award.

¶ 24 On April 10, 2013, the circuit court denied Gil's motion to reconsider, but to the extent the parties requested clarification regarding the court's reasoning for ordering the section 503(g) trust, the court stated the following. Esther had insufficient income to support herself and the minor children, but she believed that Gil had a life insurance policy through his employer. The record demonstrated that Gil did not have life insurance and was uninsurable because of his health. The court also noted that the evidence showed that Gil depleted a Roth IRA account (\$6,000 to \$8,000) for attorney fees and personal expenses, had not maintained the Michigan property, causing the property to be in a state of disrepair, and, at one point, had to be ordered to pay taxes on the Oak Lawn property. The court stated that Gil did not have a plan for meeting his child support obligations should he die or become unable to pay them. Therefore, the court found it necessary to protect the best interests of the children by protecting the funds in the Tyco account for their benefit.

¶ 25 Gil timely appealed, arguing that the circuit court abused its discretion when it: (1) ordered him to place his Tyco retirement account in a section 503(g) trust; (2) awarded Esther the Michigan property and the collateral account; (3) awarded Esther the Toyota Camry; (4) failed to specify how the parties should divide the personal property contained in the two homes; (5) allowed Esther the right to claim both children as tax dependents; and (6) ordered him to pay maintenance in the form of providing Esther with health insurance coverage for five years.

¶ 26 Gil first argues that the circuit court erred when it ordered him to place his Tyco retirement account in a trust pursuant to section 503(g) of the Act where such relief was not warranted by the facts of the case and where Esther did not request such relief at trial. We disagree.

¶ 27 Section 503(g) of the Act provides that:

"The court if necessary to protect and promote the best interests of the children may set aside a portion of the jointly or separately held estates of the parties in a separate fund or trust for the support, maintenance, education, physical and mental health, and general welfare of any minor, dependent, or incompetent child of the parties." 750 ILCS 5/503(g) (West 2012).

¶ 28 In its examination of this section of the Act, the supreme court has stated that the imposition of such a trust is inappropriate in the absence of evidence showing some need to protect the interests of the children. *Atkinson v. Atkinson*, 87 Ill.2d 174, 179, 429 N.E.2d 465 (1981). Thereafter, courts have reviewed the necessity of section 503(g) trusts under the facts of each case, finding that facts such as evidence of a party's unwillingness or inability to pay support (*In re Marriage of Pickholtz*, 178 Ill.App.3d 512, 517, 533 N.E.2d 529 (1988)), sufficient basis for the establishment of the trust. See also, *In re Marriage of Vucic*, 216 Ill. App.

3d 692, 701-02, 576 N.E.2d 406, 412-13 (1991) (remanding cause to circuit court for findings that the husband had an inability pay to child support and that a section 503(g) trust was in the best interests of the child); *In re Marriage of Harsy*, 193 Ill. App. 3d 415, 422, 549 N.E.2d 995, 999 (1990) (imposition of section 503(g) trust was proper where evidence showed that the interests of the children's future educational needs required protection because the husband expressed a negative attitude toward education, could no longer work due to an injury, had significant debt and poor employment prospects). The imposition of a section 503(g) trust is within the discretion of the circuit court, and we will not disturb its decision absent an abuse of that discretion. *Harsy*, 193 Ill. App. 3d at 422.

¶ 29 In this case, the evidence established that Gil did not have a life insurance policy for the benefit of his children and that he was uninsurable due to his current health conditions. When asked how he would insure that his children would be supported should he die or become unable to pay his support, he stated that he would pay "whatever [he] could afford." The evidence also established that Gil had liquidated his Roth IRA account in order to pay his expenses and legal fees, indicating that he might liquidate other retirement accounts to pay his expenses, and that Esther had insufficient income to support herself and the children on her own. As in *Harsy*, the court viewed the evidence and expressly stated that the section 503(g) trust was necessary to protect the best interests of the children because Gil was unable to obtain life insurance to cover his support obligations in the event he died or was otherwise unable to work. The fact that Esther requested that the children be named beneficiaries of the Tyco policy is irrelevant as it is within the circuit court's discretion to impose a section 503(g) trust. Further, as the court noted, merely naming the children as beneficiaries would not prevent Gil from liquidating the assets of the account, as he did with his Roth IRA, and the court provided Gil with the option of creating a

section 529 account or another method which avoided adverse tax consequences while securing the funds until his support obligations end. Under these facts, we cannot find that the circuit court abused its discretion in ordering Gil to place his Tyco account in a section 503(g) trust.

¶ 30 Next, Gil argues that the circuit court erred in awarding Esther the Michigan property and the associated collateral account. Gil argues at great length that the circuit court should have classified the Michigan property as marital property, but as discussed, the record is clear that the court had intended to classify the Michigan property as marital. Gil also argues that these properties should have been divided in half. We disagree.

¶ 31 Section 503(d) of the Act (750 ILCS 5/503(d) (West 2012)) requires the circuit court to divide marital property in “just proportions,” considering the relevant factors set forth therein. The statutory factors include: the contribution of each party to the acquisition, preservation, or increase or decrease in value of the marital or non-marital property; the value of the property assigned to each spouse; the duration of the marriage; the economic circumstances of each spouse; the age, health, station, occupation, amount and sources of income, vocational skills, employability, estate, liabilities, and needs of each of the parties; the custodial provision of the children; and the future prospects of each spouse in accumulating future property. 750 ILCS 5/503(d) (West 2012). “An equitable division does not necessarily mean an equal division, and one spouse may be awarded a larger share of the assets if the relevant factors warrant such a result.” *In re Marriage of Romano*, 2012 IL App (2d) 091339, ¶ 121, 968 N.E.2d 115, 150-51. When reviewing the disposition of property, we apply the manifest weight of the evidence standard to the factual findings of the circuit court, but we review the final disposition for an abuse of discretion. *Id.* “A trial court abuses its discretion only where no reasonable person would have distributed the property as the trial court did.” *Id.*

¶ 32 Gil argues that, considering the collateral account as marital property, the court did not divide the marital estate evenly, but rather awarded Esther 75% of the estate. The record does not support Gil's argument. The court classified the following properties as marital: the Michigan property (no value); the collateral account (\$60,000); the Oak Lawn property (\$60,000); the Porter Pipe 401(k) (\$53,000); the Tyco retirement account (\$90,000); Esther's 401(k) (\$18,000); the Toyota Camry (no value given); the Yukon (no value given); the Hurricane boat (no value given); and the Lund boat (no value given). The circuit court determined that the Michigan property, at the time of trial, had a value less than its current \$106,000 mortgage and that, if Esther sold the property, the collateral account would be forfeited to the mortgage company. See *In re Marriage of Mathis*, 2012 IL 113496, ¶ 21, 986 N.E.2d 1139, 1145 (valuation date for marital property is the date of trial or another date near it pursuant to section 503(f) of the Act). Thus, the value of the collateral account and Michigan property at the time of the dissolution was zero as the money in the collateral account could not be withdrawn. Esther was also awarded the Oak Lawn property, her 401(k) account, the Toyota Camry and the Hurricane boat, neither of which had a value in the record. Gil was awarded the Yukon and Lund and his two retirement accounts. Factoring in the credit card balances that each was assigned, Esther received approximately 38% of the marital estate, and Gil received approximately 62%. Even if we considered the collateral account as separate from the Michigan property, Esther received approximately 47% of the estate. Under these facts, we cannot conclude that the circuit court abused its discretion in awarding Esther the Michigan property and its associated collateral account.

¶ 33 For the same reasons, we reject Gil's arguments that the circuit court unfairly divided the credit card debt and should have awarded him the Toyota Camry. The difference between the

two credit card balances was roughly \$1,000. The fact that the circuit court did not divide the debt exactly in half does not render its distribution of the marital debt an abuse of discretion. Regarding the vehicles, Esther testified that the parties agreed to sell the Yukon before trial, and her mother bought her a minivan to use just before the Yukon was to be sold. She stated that Gil changed his mind at the last minute and wanted to keep the Yukon. Given the overall distribution of the property and Esther's testimony, we cannot find that the circuit court abused its discretion in its division of the marital debt or its distribution of the vehicles.

¶ 34 Next, Gil contends that the circuit court erred in failing to specify how the parties should divide the personal property remaining in both homes. At trial, Gil did not raise any specific argument any of his personal property and, in this appeal, he fails to specify which of his personal possessions Esther is withholding from him. He also fails to support his argument with any factual citations in the record or any legal authority. Failing to cite to relevant facts and authority violates Illinois Supreme Court Rule 341 (eff. Feb. 6, 2013) and results in the party forfeiting consideration of the issue (*Kic v. Bianucci*, 2011 IL App (1st) 100622, ¶ 23, 962 N.E.2d 1071, 1080). Thus, Gil forfeited any issue pertaining to the division of personal property.

¶ 35 Moving on, Gil argues that the circuit court erred in allowing Esther the right to claim both children as dependents on her taxes. He contends that he should have been awarded that right because he is paying a majority of the children's expenses, and even if the expenses were equally shared, the tax benefit should have been awarded equally. We disagree.

¶ 36 An income tax dependency exemption should be awarded to the parent who will contribute the majority of the child's support. *In re Marriage of DiFatta*, 306 Ill. App. 3d 656, 663, 714 N.E.2d 1092 (1999). Supporting a child involves necessary expenses such as food, clothing, shelter, and medicine, along with meeting the child's physical, mental and emotional

needs. *Stockton v. Oldenburg*, 305 Ill. App. 3d 897, 901, 713 N.E.2d 259 (1999). "Much of the custodial parent's contribution to the care of the child is not conveniently reducible to financial figures relating only to the child." *Id.* (listing other contributions such as purchasing food for the family, laundering family clothing, and expending time and energy in the care of the child). Simply paying the statutory child support amount does not automatically entitle the noncustodial parent to the income tax exemption for the child. *Id.* The award of an income tax dependency exemption will not be reversed absent an abuse of discretion (*DiFatta*, 306 Ill. App. 3d at 663), and we review the facts predicated the decision under the manifest weight of the evidence standard (*Stockton v. Oldenburg*, 305 Ill. App. 3d 897, 901, 713 N.E.2d 259 (1999)).

¶ 37 In this case, the circuit court apparently found Esther's contribution to be greater than Gil's and we do not find that the court's finding is against the manifest weight of the evidence. Esther had sole custody of the children, had assumed the mortgage on the Oak Lawn family home, and had to contribute 50% to the children's school and extracurricular expenses. While Gil was ordered to pay the statutory 28% of his net income in child support, those payments did not automatically entitle him to the income tax exemption for the children. Esther, as sole custodian, was necessarily making valuable contributions to the care of the children, even if such contributions are not reducible to financial figures, such as time, energy, and emotional support to the children. The circuit court determined that, because Esther was contribution the majority of the children's support, she was entitled to claim the children as tax dependents, and we cannot find that the court abused its discretion when it made its determination.

¶ 38 Finally, Gil contends that the circuit court erred in awarding Esther maintenance for a period of five years in the form of health insurance coverage. We disagree.

¶ 39 Section 504(a) of the Act states that “the court may grant a temporary or permanent maintenance award for either spouse in amounts and for periods of time as the court deems just * * *, in gross or for fixed or indefinite periods of time * * *.” 750 ILCS 5/504(a) (West 2012). Section 504(a) provides that in granting maintenance awards, the circuit court must consider the following relevant factors:

“(1) the income and property of each party, including marital property apportioned and non-marital property assigned to the party seeking maintenance;

(2) the needs of each party;

(3) the present and future earning capacity of each party;

(4) any impairment of the present and future earning capacity of the party seeking maintenance due to that party devoting time to domestic duties or having forgone or delayed education, training, employment, or career opportunities due to the marriage;

(5) the time necessary to enable the party seeking maintenance to acquire appropriate education, training, and employment, and whether that party is able to support himself or herself through appropriate employment or is the custodian of a child making it appropriate that the custodian not seek employment;

(6) the standard of living established during the marriage;

(7) the duration of the marriage;

(8) the age and the physical and emotional condition of both parties;

(9) the tax consequences of the property division upon the respective economic circumstances of the parties;

(10) contributions and services by the party seeking maintenance to the education, training, career or career potential, or license of the other spouse;

(11) any valid agreement of the parties; and

(12) any other factor that the court expressly finds to be just and equitable.” 750 ILCS 5/504(a) (West 2012); see also, *Blum v. Koster*, 235 Ill. 2d 21, 30-31, 919 N.E.2d 333, 339 (2009).

¶ 40 The circuit court is not required to make explicit findings as to the factors it considered when awarding maintenance under the Act (*Blum*, 235 Ill. 2d at 37), and its determination regarding maintenance will not be disturbed on appeal absent an abuse of discretion (*In re Marriage of Chapman*, 285 Ill. App. 3d 377, 382, 674 N.E.2d 432, 435 (1996)). An abuse of discretion occurs when no reasonable person would take the view adopted by the trial court. *Chapman*, 285 Ill. App. 3d at 382.

¶ 41 In *In re Marriage of Flory*, 171 Ill. App. 3d 822, 825, 830, 525 N.E.2d 1008 (1988), the appellate court held that the circuit court had legitimately exercised its power to award maintenance under section 504 of the Act when it ordered the husband to obtain health insurance for the wife under his policy or provide other comparable health insurance. The court stated that the evidence supported the circuit court's award where the wife established that she could not obtain adequate health insurance and that the husband could obtain coverage under his policy. *Id.* at 830.

¶ 42 Likewise, in this case, the circuit court considered the relevant factors and found that the marriage was relatively short-term, that Esther was in "good health and young enough that she may be able to obtain employment," and that she was eligible for her requested \$400 monthly maintenance. Instead of the \$400 monthly maintenance she requested, the court chose to award Esther health insurance at Gil's expense for a period of five years by ordering him to continue her benefits through his employer's plan or through a comparable policy. Gil argues that the

evidence established that he pays \$554.97 per month for health insurance and that the court essentially ordered him to pay Esther nearly \$32,500 for five years' of premium payments. However, the record contains only Gil's disclosure statement in which he claimed that his monthly insurance expense was \$554.97; the statement does not indicate whether that premium included coverage for Esther and the children and there is no evidence in the record of the cost of continuing coverage for Esther through a private plan or through Gil's employer. Further, Gil argues that insurance premiums continue to increase and the court's award could result in exorbitant costs which he cannot afford. Gil ignores the fact that, if circumstances leave him unable to afford her premiums, he may seek a modification of the maintenance award under section 510 of the Act (750 ILCS 5/510 (West 2012), which allows a party to seek a modification of an award when there is a substantial change in circumstances. Accordingly, we cannot conclude that the circuit court abused its discretion in awarding Esther maintenance in the form of health insurance coverage for a period of five years.

¶ 43 For the reasons stated, we affirm the judgment of the circuit court of Cook County.

¶ 44 Affirmed.