

No. 1-14-0970

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 JUDICIAL DISTRICT

CATHLEEN WEIMER,)	Appeal from the
)	Circuit Court
Plaintiff-Appellee,)	of Cook County
)	
v.)	No. 12D9172
)	
VINCENT WEIMER,)	Honorable
)	Jeanne C. Bernstein,
Defendant-Appellant.)	Judge Presiding.

PRESIDING JUSTICE PALMER delivered the judgment of the court.
Justice Gordon and Justice Reyes concurred in the judgment.

ORDER

¶1 **Held:** Defendant's contentions that the trial court's distribution of marital property and order that defendant create a trust for the benefit of the children were an abuse of discretion could not be reviewed without a transcript of the trial proceedings. Defendant's contentions were also forfeited where the issues raised on appeal were not included in a posttrial motion. The judgment of the circuit court of Cook County was affirmed.

¶2 Plaintiff, Cathleen Weimer (Cathleen), and defendant, Vincent Weimer (Vincent), were married on July 22, 1994, in Chicago, Illinois. As a result of the marriage, two children were

born to the parties.¹ On September 25, 2012, Cathleen filed a petition for dissolution of marriage under the Illinois Marriage and Dissolution of Marriage Act (the Act) (750 ILCS 5/501 *et seq.* (West 2012)). The trial court appointed a child representative to represent the children in this matter.

¶3 On October 24, 2012, Cathleen filed an "Emergency Motion For Temporary Restraining Order To Be Followed By A Preliminary Injunction and Other Relief." Cathleen alleged that Vincent had deposited approximately \$613,000 in an account at Riverside Bank from funds he received as a result of a workplace injury.² The trial court entered a temporary restraining order regarding the funds. In that order, the court stated that there was presently \$565,000 in the Riverside Bank account. The court allowed Vincent to withdraw \$300,000 from the account to purchase a town home that was to remain marital property. Cathleen received \$50,000 from the account, from which \$7,500 was to be utilized to pay attorney fees of the child representative and \$10,000 was to be paid to Cathleen's attorney. The remainder of the \$50,000 was to be utilized by Cathleen for her expenses and those of the children. The court restrained the remaining \$215,000 in the account. Pursuant to an order entered on December 14, 2012, Cathleen received an additional \$15,000 for her expenses and \$1,500 for one of the children's expenses and Vincent received an additional \$20,500 for expenses. An agreed order was entered in January 2013 appointing a custody evaluator and directing that his retainer be paid from the funds in the Riverside Bank account. Vincent received an additional \$10,000 by order of the court in March 2013. The trial court entered orders in May and November of 2013 releasing additional funds from the account to be paid to the parties' attorneys and the child representative. As a result of those orders, approximately \$46,000 was paid to Cathleen's attorney, \$46,000 was paid to

¹ One child was born on May 23, 1999, and the other on March 13, 2002

² In 2009, Vincent was injured while working and ultimately received a sum of money from a personal injury lawsuit settlement and a worker's compensation award.

Vincent's attorney and \$14,000 was paid to the child representative. After the above funds were withdrawn, \$53,749.90 remained in the Riverside Bank account.

¶4 A Joint Custody Agreement was entered on February 13, 2014. A trial was held on the remaining issues on February 24, 2014. However, no transcript of the trial proceedings is contained in the record on appeal. The trial court entered a Judgment for Dissolution of Marriage (Judgment) on March 24, 2014. In that Judgment, the court began by noting that it had considered all the evidence presented, the credibility of the witnesses, the exhibits that were received, the parties' stipulations and the applicable law. In its findings, the court stated that Cathleen was 47 years old and self-employed as a makeup artist and that Vincent was 47 years old and unemployed. Vincent was injured while working as an ironworker in 2009 and subsequently received a personal injury settlement of \$415,519.22 and a worker's compensation award of \$198,414.45. The court further found that irreconcilable differences had caused the irretrievable breakdown of the marriage, that efforts at reconciliation had failed and that future attempts at reconciliation would be impracticable and not in the best interest of the family.

¶5 The court further found that by stipulation the parties had waived maintenance and had divided their personal property to their satisfaction. The court found that the marital property consisted of the following, either as a result of a stipulation or a finding of fact by the court: (1) Northwestern IRA valued at \$54,943.30; (2) Roth IRA valued at \$15,345.90; (3) Northwestern Mutual life insurance valued at \$29,195.63; (4) another Northwestern Mutual life insurance valued at \$30,748.84; (5) Iron Workers defined contribution plan valued at \$43,257.72; (6) Iron Workers SMA fund valued at \$9,592.45; (7) unvalued defined benefit through Iron Workers to be divided via QDRO; (8) Northwestern Mutual Roth IRA valued at \$10,561.79; (9) Northwestern Mutual "life insurance cash value" of \$18,841; (10) "Hinsdale Bank/Riverside

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Bank \$53,749.90;" (11) Vincent's personal injury settlement valued at \$415,489.22; (12) Vincent's worker's compensation settlement valued at \$198,414.45; (13) "Funds withdrawn by Vincent \$39,610.32 and \$75,500 (total \$115,110.32);" (14) "Vincent also received a withdrawal of \$255,000 with which he purchased a town house;" and (15) "Funds withdrawn by Cathleen \$47,500."

¶6 The court made the following statements regard the marital estate:

"The marital estate includes the following debts, which are either the result of a stipulation or finding of fact by the Court. Vincent alleges that he owes approximately \$26,000 in unpaid rent on property Vincent leased for a business at 3648 S Kedzie Ave. in Chicago. Business known as VK Ferro Design, Inc. (hereafter Ferro) [*sic*]. Chase line of credit obtained at the time the parties son was born (some 11 years ago) in the remaining amount of \$22,283.47 (taken out in the name of Ferro); Loan from Bank of America in the remaining amount of \$28,484 (taken out in the name of Ferro); medical debt of the children in the amount of \$1,010.30; mortgage on marital home in the amount of \$436,000. (Foreclosed and the parties to surrender possession in November, 2014) and a Hinsdale Bank line of credit in the amount of \$879.52."

¶7 The court then made the following statements in the "Discussion" portion of the Judgment. The court noted that Vincent received his injury awards in 2012 and that from those awards he purchased a townhouse for \$255,000, paid attorney fees of \$141,105.35 and withdrew cash in the amount of \$115,110.32. Cathleen was allowed to withdraw \$47,500, leaving a cash balance at the time of trial of \$53,749.90 held in escrow. The court stated that those awards were marital. The court then made the following observations:

"During the time between receiving the award and the time when the Court froze

the remaining balance, Vincent made no provision for his children. Notwithstanding his receipt of the funds, Vincent did not pay any child support, nor set aside any funds for the children's support or education.

Vincent testified that he was paying the mortgage on the marital home until he ceased paying in October, 2010, because his workmen's compensation payments had stopped. He later testified that the workmen's compensation payments stopped in 2012, giving no further explanation as to why he did not continue to make the mortgage payments between 2010 and 2012. Vincent's failure to make the mortgage payments caused the marital home to fall into foreclosure, forcing Cathleen and the children to surrender possession of same in November, 2014. Sadly, Vincent showed total indifference as to where his family shall relocate at that time."

¶8 The court noted Vincent's request for a "massive" disproportionate share of the marital estate due to his pain and suffering and acknowledged that Vincent's injuries were "probably very painful." Nevertheless, the court found that the testimony and exhibits "belie[d] the argument that Vincent is totally disabled" The court discussed that evidence and concluded that if Vincent completed training, he "would be able to earn a good living."

¶9 The court noted that Vincent claimed three debts to be marital: the two loans taken out in the name of Ferro and the alleged past-due rent of "\$26-28,000," also relating to Ferro. The court stated, however:

"No documentation was provided or proof of the past due rent and Vincent's explanation [] that he was living at the property was an unacceptable explanation since he purchased a town home shortly after receiving the award. Vincent testified that the lease was an oral month to month which could have been terminated [] at any time, freeing up

funds for support of his family. The loan appears to be commercial in nature and in the name of VK Ferro Design. No information was provided to the court as to when these loans were made, the amount of the original loan(s), or what was represented to the lender as to the purpose(s) of the loans."

The court then found that the medical bills for the children and the balance due on the mortgage were part of the marital estate. The court noted that "Vincent 'graciously' offered to allow Cathleen to assume all liability for that mortgage while he keeps his mortgage-free town home."

¶10 The court next made the following observations:

"The court is concerned about Vincent's indifference to the support of his children. He clearly does not care that the children have nowhere to live after November, 2014. He has made no provision for their support or future education. Although he received sizable injury awards, Vincent made no efforts to reduce the debts he claims are marital (nor did he pay the rent on the defunct business space). Vincent has not applied for social security disability although, if successful, it would provide additional support for his children. He seems determined to reduce his wife to penury by defaulting on the mortgage and allowing the alleged loans and rent to remain unpaid, then attempting to assign her part responsibility for payment of those debts. Such a pattern convinces this court that it is necessary to protect and promote the best interests of these children. A sum from Vincent's share of the marital funds shall be set aside into a separate fund for the support, maintenance, education, physical and mental health for the minor children pursuant to 750 IMDMA 503(g)."

Finally, the court stated that Vincent had been employed during 2012 and should pay child support based on that employment in the amount of \$308.04 per month. Also, "Vincent did not

explain what he did with the funds he was advanced, nor do they appear in any bank account in his 13.3.1" financial disclosures.

¶11 The court explained that its goal was "twofold: provide a disproportionate award to Vincent for his pain and suffering and to provide adequately for Cathleen and the minor children, a difficult task with upwards of \$140,000 having been used for attorney fees." The court stated that it would "award Vincent a little over 60% of the marital estate, reluctantly, as the remainder does not adequately provide for Cathleen and the minor children." The court also expected Vincent to obtain gainful employment. The court thus ordered that the parties' marriage be terminated and dissolved and ordered Vincent to pay \$308.04 per month in child support. The parties were ordered to split the cost of the children's extracurricular activities and Vincent was ordered to maintain medical insurance for the children. The court ordered that "Vincent shall immediately establish a 503(g) trust for the payment of the expenses set forth in this judgment that are his obligation." Vincent was ordered to deposit \$5,000 into the trust within 30 days of entry of the judgment and \$5,000 on the anniversary date of the entry of the judgment for following three years, totaling \$20,000. Cathleen was allowed to withdraw funds from the trust in the event that Vincent was unable to meet his obligations under the Judgment.

¶12 The court allocated the marital property and debt as follows. Each party was allowed to keep the vehicle in his or her possession and the bank accounts in his or her name. The court awarded Cathleen the following: the Northwestern IRA (\$54,943.30), Roth IRA (\$15,345.90), Northwestern Life Insurance (\$29,195.63); cash value of Northwestern Mutual Life insurance ending in 14, Northwestern Mutual Life Insurance (\$30,748.84), Vincent's Architectural Iron Worker's Defined Benefit plan (\$43,257.72), Iron Worker's SMA fund (\$9,592.45), Cathleen's Northwestern Mutual Roth IRA (\$10,561.79), Northwestern Mutual Life insurance (\$18,841),

and the funds advanced to her from the marital estate. The court awarded Vincent his town house and the funds advanced to him from the marital estate and the Architectural Iron Workers Local 63 Defined Contributions Pension Plan (\$43,257.72). The court awarded each party half of Vincent's Iron Workers Defined Benefit plan "per stipulation." Vincent was ordered to remain the owner of the life insurance policies on the children and was prohibited from withdrawing funds from those policies. Vincent was further ordered to maintain the American Century Coverdell Education Savings Account for the benefit of the minor children. Cathleen was granted exclusive possession of the marital home until possession was surrendered or, if she was able to obtain a loan modification on the property, she was awarded said property. Each party was awarded the property in his or her possession free of any claim by the other, except Vincent was awarded the items on his most current disclosure that Cathleen agreed to, as well as his work computer and any items hand-made by Vincent except for "built-ins." Each party was ordered to pay his or her own debts and Vincent was held "responsible for the paying Ferro's business debts and past-due rents." Each party was also held responsible for his or her attorney fees. Finally, the court ordered that the "Joint Parenting Judgment previously entered in this cause" be incorporated by reference into the Judgment.

¶13 On March 24, 2014, the court also entered an order setting the case for a status report on March 27 for entry of an Amended Judgment and Uniform Order of Support (Amended Judgment). That Amended Judgment was entered on March 27, 2013, and it was the same as the Judgment in all respects except the Amended Judgment awarded Cathleen the funds in the account at Riverside/Hinsdale Bank (\$53,749.90), which was not disposed of in the Judgment, and removed from Cathleen's award the Architectural Iron Worker's Defined Benefit Plan (43,257.72), which had mistakenly been awarded to Cathleen and also split between the parties

"per stipulation" in the Judgment. Also on March 27, 2014, the court also entered an order vacating the injunction enjoining the parties' funds at Riverside/Hinsdale Bank and ordering that the remaining funds in that account be released to Cathleen.

¶14 On March 27, 2014, Vincent filed a motion to reconsider the Amended Judgment. On April 10, Cathleen filed a motion to release the funds from the Riverside Bank. Cathleen alleged that her attorney had spoken to Riverside/Hinsdale Bank and that, pursuant to the Amended Judgment, the bank issued a check to Cathleen for the money she was awarded. However, Vincent's attorney went to the bank after the Amended Judgment was entered and "demanded that the bank not release the funds awarded to Cathleen." The bank subsequently stopped payment on the check it had issued to Cathleen. Cathleen alleged that she was losing the marital home to foreclosure and that she needed the funds to pay for housing for herself and the children. Vincent then filed his notice of appeal on April 14 and withdrew his motion to reconsider. On that same date, the court entered an order stating that Vincent's motion to reconsider had been withdrawn and that "any funds held by Riverside Bank allegedly due to the Motion to Reconsider pending is hereby released from any such stay."

¶15 On April 14, Vincent filed a motion in this court asking for a stay of the trial court's order disbursing the funds in the Hinsdale/Riverside Bank account. Also on April 14, 2014, Riverside/Hinsdale Bank issued a cashier's check to Cathleen in the amount of \$53,459.82 pursuant to "the order of the court."³ On April 24, 2014, this court denied Vincent's motion to stay without prejudice. Vincent then filed an amended motion to stay in which he made no mention of the fact that the funds had already been disbursed by the bank. On May 14, 2014, this court granted Vincent's amended motion to stay. On May 15, Vincent filed a motion to stay

³ It is unclear from the record why the amount of this cashier's check was \$53,459.82, as opposed to the amount indicated in the Amended Judgment, \$53,749.90. The parties do address this issue on appeal.

disbursement of two life insurance policies that were awarded to Cathleen in the Amended Judgment. Vincent alleged that the funds in the Riverside/Hinsdale Bank had been improperly disbursed to Cathleen, that she had thereafter depleted those funds, and that staying disbursement of the insurance policies, whose value approximated the value of the escrowed funds in the bank, was the only “viable option to compensate” Vincent if he prevailed on appeal. On May 22, 2014, this court granted that motion. This appeal followed.

¶16 Before addressing the issues that Vincent raises on appeal, we note that Vincent has not included a transcript of the trial proceedings in the record on appeal. Vincent has also not submitted an acceptable substitute for these transcripts, such as a certified bystander's report, which is permitted under Supreme Court Rule 323(c) (210 Ill. 2d R. 323(c)) when no verbatim transcript is available.

¶17 Vincent, as the appellant, has the burden of providing a sufficiently complete record to support a claim of error. *Foutch v. O’Bryant*, 99 Ill. 2d 389, 392 (1984). Absent such a record, a reviewing court will presume that the trial court’s ruling was in conformity with the law and had a sufficient basis, and any doubts arising from the incompleteness of the record will be resolved against the appellant. *Id.* With these principles in mind, we address Vincent’s contentions on appeal to the extent possible.

¶18 Vincent first contends that the trial court erred when it awarded Cathleen the funds held in escrow at the bank. Vincent claims that these funds were the remainder of the awards he received as a result of his injury, that Cathleen did not assist him in his recovery from that injury and that she instead forced him to vacate the marital residence shortly after Vincent had surgery for those injuries. Vincent further claims that the trial court intended to award him “a little over 60 percent of the marital estate” but that, when the funds in the bank awarded to Cathleen are

computed into the amount of the marital estate she received, Vincent was not awarded slightly more than 60 percent of the marital estate and was in fact underpaid “\$32,109.” Finally, Vincent claims that the trial court erred when it awarded Cathleen all the personal property in her possession, “the accepted value for such was placed at \$60,000.” Vincent asserts that although he was also awarded the property and furnishings in his possession, these had been purchased from his personal injury settlement funds, which had been advanced to Vincent and included in his marital settlement by the trial court. Vincent claims that this was not done with the furnishings and possessions awarded to and therefore Cathleen received “an additional \$60,000 windfall.”

¶19 The circuit court's determination on the ultimate division of marital property will not be disturbed on review absent an abuse of the court's discretion. *In re Marriage of Hubbs*, 363 Ill. App. 3d 696, 700 (2006). “[T]he circuit court's decision on the ultimate division of marital property depends upon a circuit court's view of the facts in conjunction with prevailing relevant statutory factors, and so the circuit court is accorded more discretion when making this determination.” *Id.* An abuse of discretion occurs only when no reasonable person would agree with the decision reached by the circuit court. *In re Marriage of Pittman*, 212 Ill.App.3d 99, 101 (1991). Additionally, the trial court's classification of property as marital or nonmarital will not be disturbed on appeal unless it is contrary to the manifest weight of the evidence, as that determination rests largely on the trial court's evaluation of the credibility of the witnesses. *In re Marriage of Demar*, 385 Ill. App. 3d 837, 850 (2008); *In re Marriage of Hegge*, 285 Ill. App. 3d 138, 140 (1996). “A judgment is against the manifest weight of the evidence when the opposite conclusion is apparent or when the findings appear to be unreasonable, arbitrary, or not based on the evidence.” *In re Marriage of Levinson*, 2012 IL App (1st) 112567, ¶ 33.

¶20 We cannot review Vincent's contention without a transcript of the trial proceedings. In

the Amended Judgment, the trial court indicated that at trial witnesses testified, exhibits were submitted and the parties entered into certain stipulations. The trial court also indicated that it considered all of that evidence and the credibility of the witnesses in arriving at its judgment. However, without a trial transcript, we cannot determine the evidence that was presented to the trial court or evaluate the basis for the trial court's classification of marital property and debt or the court's distribution of that property. Therefore, we must presume that the trial court's judgment was supported by the evidence and in conformity with the law.

¶21 We also note that although Vincent filed a motion to reconsider the Amended Judgment, he then filed a notice of appeal and withdrew his motion to reconsider before it was considered by the trial court. Accordingly, Vincent's arguments are forfeited because they were not included in a posttrial motion. *Webber v. Wight & Company*, 368 Ill. App. 3d 1007, 1027 (2006) (a party must object at trial and file a written posttrial motion specifying the alleged error in order to preserve it for appellate review). Even if we were to relax this rule in a nonjury case, the allegation of error must be brought to the court's attention in order to avoid forfeiture at some point in the proceedings. As we have noted, no transcript of proceedings was presented in the record on appeal and therefore the only indication that these two alleged errors (the assignment of the escrow account and the establishment of the 503(g) trust) were brought to the court's attention was by way of the motion to reconsider, which was withdrawn. These issues are therefore forfeited on appeal. *Id.*

¶22 We further note that it appears that the failure to include the funds in escrow in the distribution of marital property in the Judgment was inadvertent. The Judgment did not dispose of the funds held in escrow and ordered that the Architectural Iron Worker's Defined Benefit Plan be awarded to Cathleen but also that it be split between the parties. The Amended Judgment

was the same as the Judgment in all respects except that it awarded the escrowed funds to Cathleen and removed her award of the Architectural Iron Worker's Benefit Plan. It thus appears that the Amended Judgment was issued to simply correct these matters.

¶23 Vincent also incorrectly assumes that the trial court found the unpaid rent and the debts owed to Bank of America and Chase to be part of the marital estate when he calculates the value of his ultimate award and claims that he did not receive 60 percent of the marital estate. However, a careful review of the Amended Judgment reveals that this was not the case and that the court in fact found that those debts belonged to Vincent personally and were not part of the marital estate. Although the court mentioned the loans from Bank of America and Chase and the unpaid rent in the initial portion of the Amended Judgment discussing the marital estate, the court began that discussion by stating that “*Vincent alleges* that he owes approximately \$26,000 in unpaid rent” leased for the Ferro business and then noted that the two loans were taken out for that business. (Emphasis added.) In the discussion section of the Amended Judgment, the court stated that “Vincent claims three debts to be marital,” the two loans and the “alleged” unpaid rent. The court went on to state that Vincent had provided “no documentation” or “proof” of the past-due rent and that the two loans were in the name of Ferro and that Vincent provided “no information” “as to when these loans were made, the amount of the original loan(s), or what was represented to the lender as to the purpose(s) of the loans.” The above language used by the court strongly indicates that the court did not find the debts to be part of the marital estate. Further evidence for this conclusion is found in the fact that the court did not ultimately state in the discussion section that these debts were marital but the court began the next paragraph of the discussion section by stating that the “medical bills for the children are marital, as is the balance due on the mortgage.” The strongest evidence that the court found that the above debts were not

part of the marital estate is found in the final section of the Amended Judgment in which the court issued its orders. Paragraph J of that section specifically states, “Debts each party shall pay his/her own debts. Vincent shall be responsible for paying Ferro’s business debts and past-due rents.” Based upon all of the above, we conclude that the trial court found that the alleged unpaid rent and the two loans were not part of the marital estate and that the court instead found that Vincent was personally liable for those debts. Accordingly, Vincent is incorrect when he includes those debts as part of the marital estate and then subtracts those debts from the amounts he was awarded by the court in determining the percentage of the marital estate awarded to him by the trial court.

¶24 The correct determination as to the value of the marital estate awarded to each party is arrived at by not including the alleged unpaid rent and the two loans in the name of Ferro as part of the marital estate and including the escrowed funds as part of the marital estate awarded to Cathleen. Although it is unnecessary for us to make this determination in light of our above findings, it appears that based upon that correct determination Vincent was awarded approximately 60 percent of the marital estate and thus an amount consistent with the trial court’s stated intent.

¶25 Finally, we are unable to review Vincent’s claim regarding each party being awarded the personal property and furnishings in his or her possession without a trial transcript. The Amended Judgment states that “[b]y stipulation the parties have divided their personal property to their satisfaction.” The Amended Judgment further awarded the property in each party’s possession “free of any claim on the part of the other party,” except Vincent was also awarded certain items in Cathleen’s possession, including his work computer and handmade items. Without a transcript of the trial, we cannot determine the precise nature of the parties’

stipulation. Moreover, given that Vincent stipulated to the division of the property in the trial court, he cannot now complain about that division on appeal. See *Sbarboro v. Vollala*, 392 Ill. App. 3d 1040, 1052 (2009) (party forfeits right to complain of an error, where to do so is inconsistent with the position taken by the party in an earlier court proceeding; a party cannot complain of error which he or she induced the court to make or to which the party consented).

¶26 Vincent next contends that the trial court abused its discretion when it ordered him to create a 503(g) trust for the benefit of the children. Section 503(g) of the Act states:

“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 2014).

¶27 We again cannot evaluate Vincent’s contention without a transcript of the trial proceedings. In the Amended Judgment, the court explained that despite the funds that Vincent received as a result of his injury and the funds he was allowed to withdraw from the Riverside/Hinsdale bank, “Vincent made no provision for his children,” and “Vincent did not pay child support [or] set aside any funds for the children’s support or education.” The court further explained that Vincent’s “failure to make mortgage payments [on the marital home] caused the marital home to fall into foreclosure, forcing Cathleen and the children to surrender possession of same in November, 2-14. Sadly, Vincent showed total indifference as to where his family shall relocate at that time.” Finally, the court stated that despite Vincent having “received sizeable injury awards, Vincent made no efforts to reduce the debts he claims are marital.” The court believed Vincent was “determined to reduce his wife to penury” and that his actions

“convince[d] this court that it was necessary to protect and promote the best interests of these children” and therefore the court ordered that Vincent create the trust. Without a transcript of the trial, we cannot review the basis for the trial court’s determination or review Vincent’s claim that the court’s order regarding the trust was an abuse of discretion. Instead, we must assume that this portion of the court’s order had a sufficient factual basis. We also find that Vincent’s claim is forfeited due to his failure to include this issue in a post-trial motion. See *Enoch*, 122 Ill. 2d at 186.

¶28 For the reasons stated, we affirm the judgment of the circuit court of Cook County. Additionally, this court's order of May 15, 2014, which granted a stay of the award of the Northwestern Life Insurance policy to Cathleen is vacated.

¶29 Affirmed.