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IN THE  
APPELLATE COURT OF ILLINOIS  
SECOND DISTRICT

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<i>In re</i> MARRIAGE OF	)	Appeal from the Circuit Court
LISA JO McFARLANE,	)	of Du Page County.
	)	
Petitioner-Appellee,	)	
	)	
and	)	No. 05-D-655
	)	
JAMES E. McFARLANE, JR.,	)	Honorable
	)	Rodney W. Equi,
Respondent-Appellant.	)	Judge, Presiding.

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JUSTICE SCHOSTOK delivered the judgment of the court.  
Justices Hutchinson and Spence concurred in the judgment.

**ORDER**

¶ 1 *Held:* In this post-dissolution proceeding, the trial court did not err in interpreting the parties' marital settlement agreement and determining the appropriate amounts of unallocated support, child support, and child support credits.

¶ 2 The respondent, James McFarlane, appeals from orders of the circuit court of Du Page County interpreting the parties' marital settlement agreement and determining appropriate amounts of unallocated support, child support, and child support credits. For the following reasons, we affirm.

¶ 3 **BACKGROUND**

¶ 4 James and the petitioner, Lisa Jo McFarlane (Lisa), were married in 1990 and had two children: Cassidy, born in 1996, and Riley, born in 1998. In November 2006, a judgment for dissolution was entered dissolving the parties' marriage. The judgment incorporated the terms of the parties' marital settlement agreement (MSA). Article III of the MSA, concerning unallocated support, provided as follows:

“1. Effective December 1, 2006, JIM agrees to pay LISA, as and for her unallocated support for her and the minor children, the sum of \$10,000 per month for sixty (60) months, payable as follows: a) \$3,000.00 semi-monthly, and b) up to \$12,000.00 payable each quarter upon JIM's receipt of his quarterly bonuses to achieve the \$10,000 per month payment for the prior support periods. \*\*\* The amounts may be modified upon a showing of a substantial change in circumstances pursuant to statute. \*\*\* Upon termination of unallocated support, JIM will pay child support as determined by the agreement of the parties or a court of competent jurisdiction, said payments to be retroactive to the date the unallocated support is terminated.

¶ 5 On April 27, 2007, Lisa filed a petition for rule to show cause alleging that James had failed to make a support payment based on his March 2007 bonus pursuant to the MSA. On April 4, 2008, Lisa filed another petition for rule to show cause, alleging that James failed to pay \$48,000 for unallocated support in 2007 and \$12,000 through March 2008. Lisa alleged that James's 2007 gross annual earnings were \$439,131.81.

¶ 6 On May 16, 2008, James filed a motion to modify unallocated support based on a substantial change in circumstances. Specifically, James alleged that the compensation structure with his employer had changed drastically such that while his 2006 gross income was \$678,291,

his subsequent 2007 gross income was only \$346,380. He alleged that his 2008 income would further decrease.

¶ 7 On August 18, 2008, Lisa filed another petition for rule to show cause alleging that James had failed to pay \$6,000 in unallocated support, half of which was due on August 1, 2008, and the other half on August 15, 2008. On March 13, 2009, Lisa filed a petition for rule to show cause alleging that James had failed to pay \$6,000 in unallocated support, half of which was due on February 15, 2009, and the other half having been due February 28, 2009.

¶ 8 On June 30, 2009, a hearing was held on Lisa's petitions and James' motion to modify. James testified that in 2006 he earned \$678,000 and paid \$120,000 in unallocated support. However, in 2007 his income was cut in half such that he earned only \$390,280. In 2008, he was earning \$304,671. Effective February 1, 2009, he was earning \$150,000 annually. Exhibit No. 4, a document showing James' employer's changes in its compensation structure, was admitted. He had reduced his monthly support payments to \$2,200 on February 1, 2009, because his salary had decreased and he owed his employer \$68,000. Exhibit No. 7 was an amended comprehensive financial statement dated May 2009. James testified that this exhibit accurately reflected his income and expenses.

¶ 9 On cross-examination, James agreed that the MSA did not contain any disclosure as to his income upon which the unallocated support was based. At the time of dissolution he was being paid \$9,375 semi-monthly. On February 1, 2007, his semi-monthly earnings increased to \$10,416.67. This pay rate continued through January 30, 2009. In 2007 or 2008 he started his own company, Tri-States Consultants (Tri-States), to try to replace some of his lost income. Plaintiff's Exhibits 4 and 5 were 2007 and 2008 tax returns for Tri-States, which showed that despite extensive business losses, it had paid \$75,000 in 2007 and \$48,000 in 2008 as consulting

fees to a company named Partners Wealth Management (PWM). James acknowledged that his fiancée worked for PWM. His fiancée did the books for Tri-States and physically wrote the checks to PWM.

¶ 10 James testified that he did not receive any bonuses in 2007 so he did not make any of the \$12,000 quarterly payments pursuant to the MSA. He interpreted the MSA to mean that he only had to pay the additional \$4,000 per month if he received quarterly bonuses. Plaintiff's Exhibit 6 was James' pay stub for January 31, 2007, showing that he earned a "sales incentive" payment of \$150,024. He did not pay any portion of that to Lisa in 2007. James paid Lisa \$16,000 toward the end of May 2009. That payment was for the extra \$4,000 per month for January, February, March, and April 2008. In mid-May 2009, he had paid \$48,000 to Lisa for the extra \$4,000 per month for the entire year of 2007.

¶ 11 In February 2009 he unilaterally reduced his support payments, paying \$1,064 every two weeks. This was based on 28% of his net income. Plaintiff's Exhibit No. 7 was James' pay stub for the period ending February 15, 2009. It showed that he earned \$3,700 twice a month. On January 21, 2009, his Chase savings account had a balance of \$101,559.23. Between March and April, 2009, he withdrew \$60,000 and loaned it to his fiancée. He was repaid within 60 days. On April 14, 2009, he withdrew another \$30,000. On April 17, 2009, his Chase savings account had a balance of \$16,262.50. The account had since been completely depleted and used to pay bills. He still worked for the same company and was not operating any other businesses.

¶ 12 On redirect examination, James testified that he did not receive any bonuses in 2007 or 2008. Instead, he received "overrides." He was advised by counsel that overrides were not bonuses. He ultimately paid the \$48,000 for 2007 and \$16,000 for January through April 2008

because that was recommended during a pretrial conference in November 2008. He did not make these payments until May 2009 because he did not have the money.

¶ 13 Following the hearing, the trial court rendered its ruling. The trial court noted that, based on James' 2007 and 2008 income, an unallocated support payment of \$6,000 would have been a downward deviation from statutory child support guidelines. The trial court found no evidence that the parties intended a downward deviation and thus interpreted the MSA to mean that the unallocated support obligation was \$10,000 per month, such that the quarterly payments were not optional. The trial court stated that it was "reluctantly" unable to find James in contempt for failure to make the additional \$4,000 per month payments, but ordered him to pay the additional \$32,000 due for 2008 and \$4,000 for January 2009.

¶ 14 The trial court found James in indirect civil contempt of court for failing to make the proper unallocated support payments from February 2009 and thereafter. The trial court stated that it was not convinced that James had been candid with the court or Lisa about his recent earnings. However, based on the evidence that James earned \$150,000 per year, the trial court modified his unallocated support payments, retroactive to February 1, 2009, and ordered James to pay \$6,000 per month in unallocated support and 50% on any annual earnings above \$150,000. The trial court ordered James to provide copies of all his tax returns to Lisa. The written order indicated that the arrearage from February 1 through June 30, 2009 was \$20,479.35. This was the purge amount for the indirect civil contempt finding that was to be paid within 60 days.

¶ 15 On July 29, 2009, James filed a motion to reconsider, arguing that the trial court erred in (1) finding that he owed \$36,000 for May 2008 through January 2009; (2) setting his modified monthly unallocated child support at \$6,000; and (3) ordering that he pay 50% on any additional

earnings above \$150,000. James argued that based on the language of the MSA, which ordered him to pay “up to \$12,000.00 payable each quarter upon [James’s] receipt of his quarterly bonuses,” the parties intended that he only pay additional sums if he earned a bonus. He did not earn any bonuses from May 2008 through January 2009 and therefore argued that the trial court erred in ordering that he pay an additional \$36,000. James also argued that the trial court erred in not further reducing his monthly unallocated support obligation to less than \$6,000. He argued that the original amount was founded on his 2006 base salary of \$225,000. Because his salary has been reduced to \$150,000, the base amount of support should be further reduced. Finally, James argued that ordering him to pay 50% of any earning above \$150,000 could be a windfall for Lisa and was not intended, as the MSA provided a cap of \$12,000 per quarter.

¶ 16 On October 5, 2009, a hearing was held on James’ motion to reconsider. Following arguments, the trial court modified its original ruling, in part. The trial court ordered that the new monthly unallocated support payment would be \$5,000 per month and that James must still pay 50% of any additional earnings, but these would be capped at no more than an additional \$5,000 per month. The trial court’s written order set the new purge amount at \$18,479.35 and included a finding pursuant to Supreme Court Rule 304(a) (eff. Feb. 26, 2010), that there was no reason to delay appeal. A hearing on the status of compliance with the purge payment was set for October 13, 2009.

¶ 17 On October 9, 2009, James filed a notice of appeal from the June 30 and October 5, 2009 orders. The case was docketed in this court as No. 2-09-1079. On October 4, 2010, this court dismissed the appeal for lack of jurisdiction.

¶ 18 On April 8, 2011, the trial court granted James’ January 2011 motion to modify child support because he was unemployed and collecting unemployment insurance. The trial court

ordered James to pay the dependent allowance from his unemployment compensation benefits as support.

¶ 19 On October 19, 2011, Lisa filed a motion to determine arrearages for the years 2009 and 2010. Lisa alleged that James' 2009 and 2010 tax returns indicated that he earned \$170,478 in 2009 and \$267,309.00 in 2010. Based on the trial court's order that he pay, in unallocated support, 50% on any earnings above \$150,000, Lisa argued that she was owed \$20,526.50 for 2009 and \$58,654.50 for 2010. On February 3, 2012, the trial court granted Lisa's motion and ordered James to pay the arrearages.

¶ 20 On March 5, 2012, James filed a motion to reconsider. James argued that the cap placed on his unallocated support obligation as set forth in the October 5, 2009, court order was a monthly cap, not an annual cap. Accordingly, he only had to pay an additional 50% on any monthly earnings above \$12,500 (which is \$150,000 divided by 12 months). In other words, the unallocated support was a monthly cap at \$10,000, not an annual cap at \$120,000. Additionally, James argued that based on his tax return his 2009 gross income was only \$154,372 and the additional income of \$32,266 was from his 401(k), of which Lisa had received 60% pursuant to a qualified domestic relations order. James argued that he did not owe any arrearages for 2009 and 2010.

¶ 21 On April 4, 2012, a hearing was held on the motion to reconsider. James testified that his 2009 tax return showed he paid \$131,000 in unallocated support and his 2010 tax return showed he paid \$60,000 in unallocated support. He testified that his tax returns were accurate. On April 12, 2012, in a letter to the parties, the trial court found that for 2009 James paid support of \$131,000 and that \$48,000 of that was for a prior year's support. The trial court noted that there was a dispute about whether \$4,000 of it was attributable to a payment for December 2008 or

January 2009, and that its June 30, 2009, order could be interpreted to suggest that \$4,000 was for January 2009. However, the trial court found that it was not for 2009. Based on James' payment of \$131,000, and the payment of \$60,000 in regular support, and the additional \$48,000 and \$16,000 checks for other years' support, the trial court found that James was entitled to a credit of \$7,000 for 2009. On April 13, 2012, the trial court entered an order finding that James was entitled to a \$7,000 credit for 2009 and no credit for 2010.

¶ 22 On May 11, 2012, James filed another motion to reconsider, arguing that he was entitled to additional credits for 2009 and 2010. On June 1, 2012, Lisa filed a motion to set child support, for James to find employment, and for other relief. She alleged that James was capable of securing full time employment and that he had not paid any support since February 1, 2012.

¶ 23 A hearing was held on these motions on July 18, 2012. At that hearing, James testified that he was no longer receiving unemployment insurance benefits. He had been able to meet his \$8,200 in monthly expenses by borrowing money from his fiancée. However, the money was a loan and needed to be repaid when he found a job. Following the hearing, the trial court denied James's motion to reconsider and granted Lisa's motion to set child support. The trial court ordered James to pay \$1,000 per month as child support pending further order of the court. The trial court ordered James to look for work and maintain a job diary. The job diary was to be forwarded to Lisa's counsel on a monthly basis. Additionally, James was required to notify Lisa's counsel within seven days of securing employment. On August 16, 2012, James filed a timely notice of appeal.

¶ 24 ANALYSIS

¶ 25 James raises four arguments on appeal. James argues that the trial court erred in (1) finding the \$12,000 quarterly support payments to be mandatory; (2) reducing his support to only

\$5,000 per month in October 2009, and not a lesser amount, based on his substantial reduction in income; (3) calculating child support credits for 2009 and 2010; and (4) ordering him to pay \$1,000 per month in child support in July 2012.

¶ 26 Turning to his first contention, James argues that the quarterly unallocated support payments in the MSA were only required to be paid if he received a quarterly bonus in excess of \$12,000. In the absence of any bonus, James argues that his initial support obligation was only \$6,000 per month. James alleges that he did not receive any bonuses from May 2008 through January 2009 and that, therefore, the trial court erred in ordering him to pay the additional \$4,000 per month for that time period.

¶ 27 A marital settlement agreement is construed in the same manner as any other contract. *In re Marriage of Coulter and Trinidad*, 2012 IL 113474, ¶ 19; *Blum v. Koster*, 235 Ill. 2d 21, 33 (2009). A court's primary objective is to give effect to the intent of the parties, and, absent an ambiguity, a court must determine the parties' intent from the language of the agreement. *Coulter and Trinidad*, 2012 IL 113474, ¶ 19; *Blum*, 235 Ill. 2d at 33. To the extent that we are required to interpret the terms of the parties' marital settlement agreement, our review is *de novo*. *Coulter and Trinidad*, 2012 IL 113474, ¶ 19.

¶ 28 However, if a contract is ambiguous, a court may consider extrinsic evidence to ascertain the parties' intent. *Gallagher v. Lenart*, 226 Ill. 2d 208, 233 (2007). The interpretation of the contract language then becomes a question of fact, and the circuit court's determination of the intent of the parties will not be overturned unless it is contrary to the manifest weight of the evidence. *Installco Inc. v. Whiting Corp.*, 336 Ill. App. 3d 776, 783 (2002). A finding is against the manifest weight of the evidence only when an opposite conclusion is apparent from the

record, or when the findings appear to be unreasonable, arbitrary, or not based on the evidence. *Southwest Bank of St. Louis v. Pouloukefalos*, 401 Ill. App. 3d 884, 890 (2010).

¶ 29 In the present case, Article III of the MSA, addressing unallocated child support, is ambiguous. On the one hand, it stated that the unallocated support would be “the sum of \$10,000 per month for sixty (60) months.” However, when setting forth how that would be paid, it stated that \$3,000 would be paid semi-monthly and that “up to \$12,000.00 [would be] payable each quarter upon JIM’s receipt of his quarterly bonuses.” The latter language could be interpreted such that receipt of a quarterly bonus was a condition precedent to the \$12,000 quarterly payment. Due to the ambiguity, the interpretation of the contract became a question of fact for the trial court. *Installco*, 336 Ill. App. 3d at 783.

¶ 30 When interpreting the MSA, the trial court noted that, if the quarterly payment was optional, an unallocated support payment of \$6,000 would be below statutory child support guidelines. The evidence showed that at the time the parties entered the MSA in 2006, James’ annual income was \$678,000. Statutory child support guidelines for two children would require a payment of 28% of James’ net income. 750 ILCS 5/505(a)(1) (West 2010). Section 505(a) of the Act states that if there is a deviation from statutory child support guidelines, a reason must be stated for such deviation. 750 ILCS 505(a)(2) (West 2010). The MSA did not set forth any reasons for a deviation from the statutory guidelines. As such, when the MSA was initially approved by the trial court, the trial court must have determined that, based upon representations by the parties, the MSA complied with statutory guidelines. Under these circumstances, the trial court’s finding that the parties must not have intended a downward deviation, and that the unallocated support was set at \$10,000 per month, was not against the manifest weight of the

evidence. The trial court therefore did not err in ordering James to pay the additional \$4,000 per month for May 2008 through January 2009.

¶ 31 James's next contention on appeal is that the trial court erred on February 3, 2012, when it ordered him to pay arrearages for 2009 and 2010. In rendering that ruling, the trial court interpreted its October 5, 2009, order to mean that James would pay \$5,000 per month in unallocated support and 50% on any annual earnings above \$150,000 with a cap of \$120,000 in annual unallocated support. James argues that the October 5, 2009, order meant that he would only have to pay \$5,000 per month plus 50% of any extra income he received during that month, not to exceed an additional \$5,000 per month.

¶ 32 A court is in the best position to interpret its own orders and a court's interpretation of its own order should not be reversed unless the record clearly shows an abuse of discretion. *Board of Trustees of Community College District No. 508 v. Rosewell*, 262 Ill. App. 3d 938, 965 (1982). In the present case, the record does not reveal an abuse of discretion. In its June 30, 2009, order, the trial court, in consideration of James' reduction in income, stated that James' unallocated support payments would be \$6,000 per month and 50% on any annual earnings in excess of \$150,000. On October 5, 2009, the trial court reconsidered its previous ruling and ordered that the new monthly unallocated support payment would be \$5,000 per month and that 50% of any additional earnings would be capped at no more than an additional \$5,000 per month. On January 27, 2012, the trial court stated that the intent of the October 5, 2009, order was to set the total unallocated support at an amount not to exceed \$120,000 annually. When the October 5, 2009 order is read in context with the June 30, 2009, order, it is reasonable that the trial court intended that the term "50% of any extra income," capped at "no more than \$5,000 per month," was related to James' annual salary of \$150,000, not his monthly income. Accordingly, the trial

court did not abuse its discretion in ordering James to pay the arrearages for 2009 and 2010. *In re Marriage of Baumgartner*, 2014 IL App (1st) 120552, ¶ 41 (an abuse of discretion occurs when no reasonable person would take the view adopted by the trial court).

¶ 33 James' third contention on appeal is that the trial court abused its discretion when, based on his substantial reduction in income, it only reduced his unallocated support from \$6,000 to \$5,000 per month. Sections 510(a) and 510(a-5) of the Illinois Marriage and Dissolution of Marriage Act (Act) provide that awards of maintenance and child support may be modified "upon a showing of a substantial change in circumstances." 750 ILCS 5/510(a)(1); (a-5) (West 2010). A trial court's determination that there has been a substantial change in circumstances sufficient to warrant a modification of maintenance and child support will not be disturbed on review absent an abuse of discretion. *In re Marriage of Turrell*, 335 Ill. App. 3d 297, 307 (2002). Additionally, the amount of a child support and maintenance award is within the discretion of the trial court and will not be reversed absent an abuse of that discretion. *In re Marriage of Donovan*, 361 Ill. App. 3d 1059, 1062 (2005) (child support); *In re Marriage of Sweet*, 316 Ill. App. 3d 101, 108 (2000) (maintenance). An abuse of discretion occurs only when no reasonable person would take the view adopted by the trial court. *Turrell*, 335 Ill. App. 3d at 307.

¶ 34 We cannot say that the trial court's determination was an abuse of discretion. At the hearing on James' motion to modify, he testified that his annual income was \$150,000. Although the trial court noted that it was not "overwhelmed" with James' credibility, the trial court essentially conceded that James' annual income was \$150,000. By setting the unallocated support obligation at \$5,000 per month, which was for both child support and maintenance, the trial court equalized the parties' incomes, even though Lisa had a household of three and James

had a household of one. In light of the parties' and children's standard of living during the marriage, and James' reduction in income, we cannot say this was an abuse of discretion. See *In re Marriage of Reynard*, 344 Ill. App. 3d 785, 792 (2003) (equalization of the parties' incomes may be appropriate in some cases).

¶ 35 James next argues that the trial court abused its discretion in finding that he was only entitled to a \$7,000 child support credit for 2009. James notes that the trial court erred in using \$131,000 from his tax return as his support paid for 2009 because that amount did not include payments made in other years for 2009 and because he had made additional payments in 2009 that were not included on his tax return. James contends that if the trial court had considered all the support paid for 2009, it would have correctly determined that he was entitled to an additional credit of \$2,314.64, as stated in a May 24, 2011, trial court order. James further argues that the trial court erred in finding that the \$4,000 of the \$16,000 payment in 2009 was for 2008 and not January 2009. He argues that it was for January 2009 and that he is entitled to an additional credit of \$4,000.

¶ 36 We find these arguments to be without merit. We review the trial court's determination as to child support and any credits for an abuse of discretion. *Donovan*, 361 Ill. App. 3d at 1062. James first argues that the trial court erred in using \$131,000 as the "baseline amount of support paid by James in the calendar year of 2009." However, during the hearing conducted on April 4, 2012, all the parties specifically referred to that \$131,000, which was taken from James' 2009 tax return, as the amount of support he paid during that year. James testified that this was the amount he paid in support and that it was accurate. James refers us to an exhibit in his appendix entitled "James' Credits Calculations." However, there is no indication that this exhibit was ever filed in or presented to the trial court. Based on our review of the record in this case, the trial

court did not abuse its discretion in using \$131,000 as the basis for a determination of whether any child support credits were due for 2009.

¶ 37 James next argues that he was entitled to an additional credit of \$2,314.64 for 2009. The record indicates that on May 24, 2011, the trial entered an order that James was entitled to a support credit of \$2,314.64. However, during the April 4, 2012, hearing on the motion to reconsider, James testified that he would take that credit in 2011. Accordingly, the trial court did not abuse its discretion in failing to credit James for that amount in 2009.

¶ 38 Additionally, James argues that the trial court erred in not giving him an additional credit of \$4,000. Specifically, James argues that the trial court erred in finding that \$4,000 of a \$16,000 payment made in May 2009 was not for January 2009. In its April 12, 2012, letter to the parties, the trial court noted that there was a dispute about whether \$4,000 of the subject payment was attributable to a payment for December 2008 or January 2009, and commented that its June 30, 2009 order could be interpreted to suggest that \$4,000 was for January 2009. However, the trial court found that the payment was not for 2009. We cannot say this was an abuse of discretion. At the June 30, 2009, hearing, James testified that the \$16,000 payment made to Lisa at the end of May 2009 was for the extra \$4,000 per month in support for the months of January through April 2008. Additionally, the \$48,000 paid in May 2009 was the \$4,000 per month for the year of 2007. As such, we cannot say that the trial court erred in finding that James was not entitled to the claimed \$4,000 credit for 2009.

¶ 39 James' final contention on appeal is that the trial court erred in ordering him to pay \$1,000 per month in child support even though he was unemployed, had no income, and was borrowing money to pay his own living expenses. In so arguing, James relies on *In re Marriage of McGrath*, 2012 IL 112792. In *McGrath*, our supreme court held that a monthly withdrawal

from a savings account was not income because it did not represent a gain or benefit to the owner as the money already belonged to him. *Id.* at ¶ 14. The *McGrath* court noted, however, that if the statutory guidelines provide inadequate support, a court can make a finding to that effect and deviate accordingly. *Id.* at ¶ 16. “One factor that the court can consider in determining that the amount is inappropriate is ‘the financial resources and needs of the non-custodial parent.’ 750 ILCS 5/505(a)(2)(e) (West 2010).” *Id.*

¶ 40 James argues that, as in *McGrath*, the monthly loans from his girlfriend are not income because they are not a benefit to him. However, the trial court did not determine that the “loans” from his girlfriend were income. The trial court correctly noted that what was stated in *McGrath* was that, if the statutory child support is inadequate, the trial court can deviate from those guidelines as long as the trial court makes a finding to that effect. Here, the trial court conceded that James was borrowing money from his girlfriend to meet his monthly expenses and that he had no income. However, the trial court found that the statutory child support of \$0 would be inadequate. It also found that, if James was able to pay \$1,200 per month to his attorney (as reflected on his comprehensive financial statement), that James could instead pay \$1,000 per month in support for his children.

¶ 41 James argues that, pursuant to *McGrath*, a trial court cannot deviate from statutory support guidelines unless there is evidence of the financial needs and resources of the non-custodial parent. See *McGrath*, 2012 IL 112792 at ¶ 16. Because there was no evidence presented regarding Lisa’s financial needs and resources, James argues there was no basis for the deviation from statutory support guidelines. However, this argument makes no sense as Lisa is not the non-custodial parent. The trial court did consider the needs and financial resources of the non-custodial parent, namely, James. The trial court found that James had the means available to

pay a nominal amount of support. Accordingly, we cannot say the trial court erred in finding that a deviation from statutory support guidelines was appropriate.

¶ 42

CONCLUSION

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

¶ 44 Affirmed.