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2018 IL App (3d) 170092-U

Order filed May 3, 20182

IN THE
APPELLATE COURT OF ILLINOIS
THIRD DISTRICT

2018

<i>In re</i> MARRIAGE OF)	Appeal from the Circuit Court
LAUREN BOOTH,)	of the 12th Judicial Circuit,
)	Will County, Illinois,
Petitioner-Appellee,)	
)	Appeal No. 3-17-0092
and)	Circuit No. 15-D-157
)	
PAUL BOOTH,)	Honorable
)	Victoria M. Kennison,
Respondent-Appellant.)	Judge, Presiding.

JUSTICE WRIGHT delivered the judgment of the court.
Presiding Justice Carter and Justice Holdridge concurred in the judgment.

ORDER

¶ 1 *Held:* The trial court did not abuse its discretion by: (1) awarding petitioner 60% of the marital assets and respondent 40% of the marital assets, (2) requiring respondent to refinance the mortgages on the properties awarded to him within one year from the date of the judgment, (3) ordering respondent to be responsible for all tax liabilities that may arise from taxes filed jointly by the parties prior to 2014, (4) ordering respondent to maintain life insurance to secure his maintenance obligation, or (5) awarding petitioner \$14,522 in order to offset the value in respondent's bank accounts and to effectuate the overall 60/40 division of the marital estate.

¶ 2 The respondent, Paul Booth (Paul), appeals from the judgment entered on August 2, 2016, dissolving his marriage to petitioner, Lauren Booth (Lauren). Paul contends that the trial court erred by (1) awarding 60% of the marital assets to Lauren and 40% of the marital assets to Paul, (2) requiring Paul to refinance the mortgages on the properties awarded to him and remove Lauren's name from the mortgages within one year from the date of the judgment, (3) ordering Paul to be responsible for tax liabilities before the tax year 2014, (4) issuing a judgment for dissolution that was allegedly biased against Paul, (5) ordering the maintenance award to Lauren to be secured by a \$1.5 million life insurance policy purchased by Paul, and (6) awarding Lauren \$14,522 in order to offset the value in Paul's bank accounts and to effectuate the overall 60/40 division of the marital estate. We affirm.

¶ 3 **FACTS**

¶ 4 Lauren and Paul married on July 5, 1986. During the marriage, the couple had one daughter, who was born in March 1994. In December 2014, Paul moved out of the marital home. The parties have lived separately since that time.

¶ 5 On January 26, 2015, after over 28 years of marriage, Lauren filed a petition for dissolution of marriage in Will County, Illinois, in case No. 15-D-157. On February 27, 2015, Paul filed a counter-petition for dissolution of marriage in Will County case No. 15-D-157. At the time of the filing of the petition, Lauren was 50 years old and was employed at the Orland Park Public Library. Paul was 51 years old and was self-employed as a real estate broker. The couple's daughter was 20 years old and emancipated.

¶ 6 In February 2016, the trial court held a multiday trial to resolve all pending issues, including maintenance and the division of property. Lauren testified that she received a bachelor of science degree in business management in 1985 from Bob Jones University in Greenville,

South Carolina. After graduation, Lauren worked in various jobs, including a job as a mortgage processor. However, Lauren stopped working in February 1994, shortly before the birth of her daughter in March 1994. Lauren became a full-time caregiver for her daughter. Before becoming a stay-at-home-parent, Lauren was a manager of the central processing department for a mortgage company. Lauren's gross annual income for 1993, her last full year of employment, was approximately \$43,000.

¶ 7 In November 2014, after the parties' separation, Lauren began working part-time at the Orland Park Public Library, making \$9.25 per hour. In January 2016, Lauren accepted a full-time position as a receptionist at an eye doctor's office, making \$10.25 per hour. Lauren intended to continue working on the weekends at the library.

¶ 8 Paul testified that he attended Bob Jones University and graduated with a bachelor of science degree in business management. Paul worked as a licensed realtor for about 30 years. Paul testified he received total commissions from Remax in 2014 in the amount of \$374,593.40. Paul testified that he received net commissions from Remax in the amount of \$96,595.29 for the period from January 1, 2015, through October 5, 2015.

¶ 9 The parties jointly owned a marital home and three rental properties, including the following:

- a) The marital residence located at 18924 Creekview Lane, Mokena, Illinois, appraised at \$295,000, with a mortgage balance of \$96,772.62 as of December 15, 2015;
- b) An investment property located at 7706 Galeview Lane, Frankfort, Illinois, appraised at \$110,000, with a mortgage balance of \$45,417.81 as of January 3, 2016;

- c) An investment property located at 2260 W. 135th Place, Blue Island, Illinois, appraised at \$65,000, with no mortgage balance; and
- d) An investment property located at 7950 S. Brandon Avenue, Chicago, Illinois, appraised at \$15,000, with a mortgage balance of \$32,465.07 as of December 14, 2015.

Paul testified that he wanted to keep the rental properties rather than having the properties sold. The parties stipulated that if the court awarded the rental properties to Paul, he would take over the bank accounts associated with the rental properties and be responsible for the expenses related to each property.

¶ 10 Lauren testified that between September and November of 2015, Paul withdrew \$63,750 from a family Fidelity IRA account without her knowledge or permission. During his trial testimony, Paul admitted that he removed the funds from the Fidelity IRA account. Paul commingled the funds with other monies in his bank account. Paul conceded there was no way of knowing whether he was paying maintenance from his income or from the funds from the Fidelity IRA account.

¶ 11 Lauren testified that prior to the 2014 tax year, she and Paul worked together to ensure that the tax preparer received all of the necessary information to prepare the parties' taxes. Lauren testified that she believed that the 2013 taxes were paid in full. Lauren further testified that it was her understanding that all income earned had been included in the parties' tax returns prior to 2014. Lauren testified that she refused to sign the 2014 tax return because she was unsure whether Paul provided her with all of the necessary information to verify the accuracy and completeness of the tax return. She testified that she was asking the court to hold her harmless for any tax liabilities for 2014 and stated she would file her own personal tax return for

that year. Lauren testified that according to her W-2 for 2014, her gross income for 2014 was \$642.40 from the library job.

¶ 12 The parties stipulated at trial that Paul had a term life insurance policy with a death benefit of \$2 million. The policy would expire in seven years. Paul obtained the life insurance policy in 1996. Paul testified that his business paid the premiums for the life insurance policy. Lauren asked the trial court to require Paul to maintain the life insurance policy to secure Paul's maintenance obligation to Lauren. Paul testified that there was no need to maintain a \$2 million life insurance policy, and Paul asked the court to decrease the obligation for life insurance.

¶ 13 Deborah Gordon, a vocational expert hired by Paul, testified that Lauren is "very professional," "very bright," and "very motivated." Gordon testified that Lauren's vocational testing results were "outstanding." The vocational testing results showed that Lauren's general learning ability, verbal aptitude, numerical aptitude, form perception, and clerical perception were all above average and Lauren's spatial aptitude was in the very high end of the average range. Gordon testified that Lauren's work experience before the birth of her daughter in 1994 was no longer relevant to the current labor market. Gordon opined that if Lauren obtained the required computer skills and sufficient work experience, Lauren would be capable of earning between \$28,000 and \$40,000. The vocational expert was asked, "Is there a job out there Mrs. Booth could walk into and get a \$40,000 job?" In response, the vocational expert stated, "No, that's the range. So she's going to probably start somewhere more like in the 28 to 30 and move here [*sic*] way up to the 40."

¶ 14 On August 2, 2016, the trial court entered a final judgment of dissolution of marriage. With respect to maintenance, the trial court carefully addressed each of the factors contained in section 504(a) of the Illinois Marriage and Dissolution of Marriage Act (the Act) (750 ILCS

5/504(a) (West 2016)). The court found that a permanent maintenance award to Lauren in the amount of \$4,058.33 per month (\$48,699.96 per year) was appropriate.¹ The court found that Paul did not testify credibly as to his income for 2014 through 2016. The court found that Paul's testimony was "replete with inconsistencies and gross carelessness regarding the preparation, maintenance, and presentation of his financial records." The court noted that all three of Paul's financial declarations and other financial documents submitted through discovery and later admitted into evidence "were either in part or wholly false, erroneous, and unreliable." The court stated that Paul "testified that he provided false and misleading documents as a part of the discovery process." Specifically, Paul testified that the 2014 income tax returns that he provided were incorrect and failed to include all of this income; the Quicken reports that he provided were incorrect; and the three financial declarations that he provided were incorrect and he failed to include all of his income. The court further noted that Paul "testified that after [he] leaned [sic] in the first week of October of 2015 of the errors in his quick books, he never went back and corrected the same or informed the tax preparers or Lauren Booth."

¶ 15 The trial court found that Paul "intentionally and recklessly filed inaccurate and misleading financial affidavits" with the court and that he should be sanctioned. See 750 ILCS 5/501(a)(1) (West 2016). The trial court awarded Lauren reasonable attorney fees and costs for the time and effort expended in reviewing and analyzing Paul's inaccurate financial declarations.

¶ 16 When determining Paul's income for purposes of maintenance, the court noted that Paul submitted an application for credit on April 7, 2015, stating that his income was \$150,000 annually.² However, the court noted that several witnesses testified credibly that Paul's 2014 income was significantly higher. The court considered the 1099s issued by ReMax 10, which

¹Paul does not contest the amount of maintenance in this appeal.

²The court stated that the application actually stated that the \$150,000 was paid monthly, but the court concluded that this figure was an annual calculation.

stated that Paul's gross income for 2014 was \$378,493. However, this figure did not take into consideration Paul's reimbursement income, which Paul did not include in his taxes for 2014. The court noted that Lauren presented evidence of the amount of reimbursement income Paul earned. The trial court assigned Paul an imputed income of \$175,000 per year for maintenance purposes.

¶ 17 The court stated that Paul testified he was recently diagnosed with depression and attention-deficit/hyperactivity disorder and that these diagnoses affected his future earning potential. However, the court found that Paul's testimony was not credible and noted that Paul failed to present any corroborating evidence of these diagnoses. The court noted that Paul could not recite the name of his doctors, counselors, or the medications he was taking. Paul later testified that the medications were "over the counter." Accordingly, the court found that there is no impairment to Paul's ability to earn income.

¶ 18 The court noted that Lauren was out of the workforce for over 20 years due to devoting her time as a mother and homemaker. The court found Gordon's testimony that the amount of time that had elapsed since Lauren's last employment was too long for her past work history to be relevant. The court noted that Lauren has been working two jobs and can expect to earn approximately \$19,000 in gross income for 2016.

¶ 19 With respect to life insurance, the court noted that Paul shall maintain a life insurance policy in the amount of \$1.5 million on himself naming Lauren as the sole and irrevocable beneficiary so long as he has a maintenance obligation to Lauren. The court ordered Paul to be solely responsible for the premiums necessary to keep the life insurance policy in effect.

¶ 20 The trial court ordered that the marital estate should be divided between the parties with a greater share going to Lauren in light of Paul's greater earning potential and the long duration of

the marriage. Specifically, the court ordered that 60% of all assets of the marital estate be awarded to Lauren and 40% of all assets of the marital estate be awarded to Paul. The marital estate included, among other things, the marital home, the three investment properties, several vehicles, and various bank accounts. The court ordered Paul to pay Lauren \$14,522 within one year of the entry of the judgment for dissolution of marriage “in order to offset the value in his bank accounts and in order to effectuate an overall 60/40 division to the marital estate.”

¶ 21 Lauren was awarded the former marital home located in Mokena, Illinois. Lauren was required to sell the marital home within 30 days and was entitled to 100% of the profit from the sale of the residence. Paul was awarded all three investment properties and was ordered to be solely responsible for the payment of any existing mortgage, taxes, and homeowner’s insurance on the properties. Regarding the Frankfort and Chicago properties, the court ordered that Paul “shall refinance the mortgage[s] to remove Lauren Booth’s name from the same within one (1) year of the entry of the Judgment for Dissolution of Marriage.” The judgment stated that in the event Paul fails to make two or more mortgage payments with respect to these properties, then the property should be immediately listed for sale at the then-fair market value. The court noted that Paul resides in the upper unit at the Blue Island property and the rental proceeds from the lower unit were sufficient to cover the costs of the taxes, utilities, and insurance of the unit in which Paul resides. There is no mortgage on the Blue Island property and thus, Paul has no housing costs.

¶ 22 In the judgment, the trial court noted that there was a contract for the sale of the Chicago property for a purchase price of \$35,000 cash that was signed on November 24, 2015, and was scheduled to close on December 22, 2015. The court found that Paul had intentionally sabotaged

the closing by failing to bring sufficient funds to the closing. The court set the fair market value of the Chicago property as the contracted sales price.

¶ 23

The parties stipulated to the following marital retirement accounts:

- a) Paul's Fidelity IRA #2480, with a balance of \$236,299.31 after Paul withdrew the amount of \$63,750 from the Fidelity IRA account without Lauren's knowledge or consent;
- b) Paul's Vanguard IRA #2291, with a balance of \$39,639.23 as of January 21, 2016;
- c) Lauren's Fidelity IRA #2472, with a balance of \$122,619.79 as of December 31, 2015; and
- d) Lauren's Vanguard IRA #4614, with a balance of \$43,238.44 as of December 31, 2015.

The court found that Paul made withdrawals from the Fidelity IRA #2480 on September 29, 2015, and November 20, 2015, in the amount of \$63,750. The court found that the "funds were not used for [a] marital purpose." Paul testified that the funds were used to satisfy his maintenance obligation and to pay for certain household bills and personal expenditures. The court found that Paul comingled the monies withdrawn from the Fidelity IRA #2480 with other funds and did not present evidence sufficient to show how the money was used.

¶ 24

Subsequently, Lauren filed a notice of intent to claim dissipation. The court found that Paul failed to meet his burden to prove, by clear and convincing evidence, that he did not dissipate the monies. The court stated that Paul "dissipated the marital estate in the amount of \$63,750.00 and said amount is added back-in to the value of the Fidelity IRA #2480 prior to division of the same ***."

¶ 25 Regarding the couple's income taxes, the court ordered that Paul and Lauren would file separate income tax returns for 2014 and 2015, be responsible for any and all tax liabilities incurred in their individual names for those years, and hold the other party harmless and indemnified therefrom. The court stated that Paul alone was entitled to claim the parties' daughter as his tax dependency exemption in 2014 and 2015. Paul was also entitled to claim any interest and real estate taxes for the parties' four properties paid in 2014, 2015, and any months paid in 2016. The trial court required Paul to be solely responsible for any tax liability arising from the 2015 withdrawal of \$63,750 from the Fidelity IRA. On page 26, paragraph 4 of the judgment, the court ordered:

“For prior years, PAUL BOOTH shall pay all deficiencies, assessments, back taxes, reassessments, fines, and penalties, when notified of same, if any, and indemnify LAUREN BOOTH and hold LAUREN BOOTH harmless in regard to all previously filed joint income taxes of the parties; and also, of any and all income taxes as filed either by PAUL BOOTH for any and all of his business interests and corporations that have previously existed or currently exist to which any tax liability – personal or otherwise – could attach to the LAUREN BOOTH. PAUL BOOTH shall hold LAUREN BOOTH harmless and indemnify her fully from any claim, damage or expense arising out of any tax deficiency, assessment, cost, fines, penalties, or audits for all State, Federal and local governments.”

¶ 26 On August 31, 2016, Paul filed a motion to reconsider certain paragraphs of the judgment for dissolution of marriage. On January 5, 2017, the court granted the motion to reconsider in part, and denied the motion in part. The court revised paragraph No. 35 on page 9 of the judgment by holding that the financial affidavits completed on April 7, 2015, and September 21,

2015, are not subject to section 501 sanctions. 750 ILCS 5/501 (West 2014). However, the court granted Lauren leave to file an amended petition to request sanctions pertaining to those affidavits pursuant to Illinois Supreme Court Rule 219. Ill. S. Ct. R. 219 (eff. Jul. 1, 2002). Further, the court held that the financial affidavit completed on January 21, 2016, is subject to section 501 sanctions. 750 ILCS 5/501(a)(1) (West 2016). The court denied the remaining requests in Paul's motion to reconsider and stated that the order was a final and appealable order pursuant to Illinois Supreme Court Rules 304(a) and (b). Ill. S. Ct. R. 304(a), (b) (eff. Mar. 8, 2016).

¶ 27 On February 6, 2017, Paul filed a notice of appeal.

¶ 28 ANALYSIS

¶ 29 Paul, proceeding *pro se* in this appeal, argues that the trial court erred by (1) dividing the marital assets such that Lauren received 60% of the marital assets and Paul received 40% of the marital assets, (2) requiring Paul to refinance the mortgages on the properties awarded to him and remove Lauren's name from the mortgages within one year from the date of the judgment, (3) ordering Paul to be responsible for all of the couple's tax liabilities for the tax year 2013 and prior years, (4) issuing a judgment for dissolution that was allegedly biased against Paul, (5) ordering the maintenance award to Lauren to be secured by a \$1.5 million life insurance policy purchased by Paul, and (6) awarding Lauren \$14,522 in order to offset the value in Paul's bank accounts and to effectuate the court-ordered division of the marital estate.

¶ 30 Lauren contends the trial court correctly resolved these issues. Further, Lauren argues that the trial court did not show undue prejudice against Paul in the judgment for dissolution of marriage.

¶ 31

I. The 60/40 Division of the Marital Assets

¶ 32

First, we consider Paul’s contention that the trial court abused its discretion by awarding Lauren 60% of the marital estate. Paul points out that the vocational expert concluded that Lauren was very professional and bright and is capable of earning a salary of up to \$40,000. He argues that the 60% distribution of marital assets to Lauren is excessive in light of the \$63,750 awarded to Lauren to compensate her for Paul’s dissipation of the marital funds, attorney fees awarded to Lauren as a sanction against Paul, Lauren’s educational background, and the \$4,058.33 per month permanent maintenance award to Lauren. On the other hand, Lauren argues that the trial court’s division of the marital estate was equitable under the circumstances.

¶ 33

It is well established that marital assets and debts must be distributed equitably. *In re Marriage of Awan*, 388 Ill. App. 3d 204, 212-13 (2009). However, a court need not divide the marital property with “mathematical equality.” *Id.* at 213. The distribution of marital assets lies within the sound discretion of the trial judge and will not be disturbed absent a clear abuse of discretion. *In re Marriage of Benkendorf*, 252 Ill. App. 3d 429, 432 (1993). A court abuses its discretion only “when no reasonable person would take the view adopted by the court.” *Id.* at 433.

¶ 34

Section 503(d) of the Act provides that the trial court “shall divide the marital property without regard to marital misconduct in just proportions considering all relevant factors,” which include, among other things: the value of the property assigned to each spouse; the duration of the marriage; the relevant economic circumstances of each spouse when the division of property is to become effective; the age, health, station, occupation, amount and sources of income, vocational skills, employability, estate, liabilities, and needs of each of the parties; whether the appointment is in lieu of or in addition to maintenance; the reasonable opportunity for each

spouse for future acquisition of capital assets and income; and the tax consequences of the property division upon the respective economic circumstances of the parties. 750 ILCS 5/503(d) (West 2016).

¶ 35 Here, the trial court found that Paul intentionally and recklessly filed inaccurate and misleading financial affidavits. The court also found that Paul did not testify credibly regarding his income. Based on the testimony and evidence presented at trial, the trial court found that Paul earned an annual gross income of \$175,000.

¶ 36 The record shows that Lauren was working two jobs and expected to earn approximately \$19,000 in gross income for 2016. She had been out of the workforce for over 20 years as she previously devoted her time as a stay-at-home parent and homemaker. Gordon testified that while Lauren may eventually be capable of earning between \$28,000 and \$40,000, she will not be able to reach that earning potential until she acquires computer skills and additional work experience.

¶ 37 The permanent maintenance award to Lauren in the amount of \$4,058.33 per month, or \$48,699.96 per year, allows Paul to retain about 65% of the parties' combined gross income. Furthermore, Paul has significantly more earning potential than Lauren due to his undisputed success as a realtor, and his ownership of the three income-producing properties. On these facts that involve the dissolution of a nearly 29-year marriage, we cannot conclude that no reasonable person would take the view adopted by the trial court.

¶ 38 Paul maintains that the award of 60% of the marital property to Lauren constituted an abuse of discretion because Paul suggests the \$63,750 added back into the marital estate was a benefit solely awarded to Lauren. Paul's argument somewhat misstates the court's language. The court clearly stated that \$63,750 was "added back-in to the value of the Fidelity IRA #2480 *prior*

to division of the same ***.” (Emphasis added.) In other words, Paul was required to replenish the marital estate by \$63,750, the amount he withdrew from the marital retirement account, which would then be divided according to the court-ordered 60/40 division of property. In addition, Paul argues that the 60/40 division of marital property was unfair because Lauren was awarded attorney fees as a sanction against Paul due to various actions Paul took during the course of litigation. However, the issue of sanctions is entirely separate from the issue of the division of the marital estate, which must be distributed in accordance with the factors set forth in section 503(d) of the Act. 750 ILCS 5/503(d) (West 2016). For these reasons, we affirm the trial court’s decision to divide the marital property by awarding 60% to Lauren and 40% to Paul.

¶ 39 II. Order to Refinance the Properties Awarded to Paul and Remove Lauren’s Name

¶ 40 Next, we consider Paul’s argument that the trial court abused its discretion by requiring him to refinance the mortgages to the rental properties and remove Lauren’s name within one year from the entry of the judgment. We will not disturb a trial court’s division of marital assets and debts absent a clear abuse of discretion. *In re Marriage of Benkendorf*, 252 Ill. App. 3d at 432.

¶ 41 At trial, Paul testified that he would like to make some arrangement to keep the three rental properties rather than having the properties sold. The parties stipulated that if the court awarded the rental properties to Paul, he agreed to be responsible for the expenses related to each property awarded by the court.

¶ 42 Now, on appeal, Paul complains that the trial court required him to refinance the mortgages for the Frankfort and Chicago rental properties and remove Lauren’s name from the debt within one year from the entry of the judgment. We note that the combined balance remaining on the mortgages for these two properties is almost \$78,000. The court found that Paul

earned an annual gross income of \$175,000 based on the testimony and evidence presented at trial. Based on these amounts, we conclude that Paul has sufficient income and assets to refinance the properties within one year. Therefore, we conclude the trial court did not abuse its discretion in requiring Paul to refinance the mortgages for the rental properties and remove Lauren's name within one year of the entry of judgment.

¶ 43 III. Paul's Responsibility for Tax Liabilities for Tax Year 2013 and Prior Years

¶ 44 Paul argues that the trial court abused its discretion by imposing a duty on Paul to pay for all tax liabilities for any joint tax returns the couple filed before the tax year 2014. Paul claims that because Lauren actively participated in the preparation of the joint tax returns filed in 2013 and prior years and because she was involved in the bookkeeping and administration of Paul's business, she should also be responsible for any errors or liabilities resulting from those jointly filed returns. We review the trial court's distribution of marital debts for an abuse of discretion. *Marriage of Awan*, 388 Ill. App. 3d at 212-13.

¶ 45 As Lauren points out, the trial court distributed both significant tax benefits and tax liabilities to Paul. Paul was awarded the property tax and mortgage interest deductions for all four of the marital properties, as well as any available dependent exemption for the parties' daughter for the tax years 2014 and 2015. The trial court balanced this award by requiring Paul to be responsible for any tax liability that may be owed for tax years prior to 2014 when the parties filed joint tax returns. Lauren testified that to the best of her knowledge, the 2013 taxes were paid in full. She also testified that she diligently provided all of the information necessary to prepare the parties' taxes for all prior years. The accuracy of the jointly filed tax returns depends on the full disclosure of financial information by Paul. Therefore, we conclude it was reasonable for the trial court to place the burden on Paul, the sole income earner at the time, to

ensure the accuracy of the information used to prepare those returns. On these facts, we cannot say the trial court abused its discretion by requiring Paul to be responsible for any tax liabilities resulting from the tax year 2013 and prior years.

¶ 46 IV. Paul's Allegation of Bias in the Judgment for Dissolution of Marriage

¶ 47 Paul argues that the language of the judgment for dissolution of marriage was biased against him and that the court merely adopted many of the provisions of Lauren's proposed judgment. Lauren responds that Paul did not raise this issue in the trial court. Further, Lauren argues that the trial court did not show undue prejudice against Paul in the judgment for dissolution of marriage.

¶ 48 Judges are presumed to be impartial and the party alleging bias has the burden of overcoming this presumption by showing prejudicial trial conduct or personal bias. *In re Marriage of O'Brien*, 2011 IL 109039, ¶ 31. A reviewing court will not reverse a finding based on allegations of prejudice unless the finding is contrary to the manifest weight of the evidence. *In re Marriage of Schweih*s, 272 Ill. App. 3d 653, 659 (1995).

¶ 49 In support of Paul's claim of judicial bias, Paul relies on the fact that the trial court adopted many of the provisions of the proposed judgment submitted by Lauren's attorney rather than those submitted by Paul's attorney. However, there is nothing improper about adopting the provisions of one party's proposed judgment over another party's proposal so long as the court's findings are supported by the manifest weight of the evidence. Here, Paul fails to set forth any other specific facts in support of his claim of bias.

¶ 50 Further, this court would be remiss if we did not acknowledge the detailed findings of fact contained in the judgment of dissolution entered by the trial court. The thoroughness of the contents of the trial court's written order allows this court to carefully scrutinize the trial court's

factual determinations and to discern whether the trial court correctly applied the statutory considerations imposed on the court. Such detailed written orders are not present in every record submitted to this court for review. The trial court's meticulous and unbiased attention to the statutory scheme is evident of record in this case.

¶ 51 Based on our independent review of the judgment and the record as a whole, we conclude that Judge Kennison's judgment was well reasoned and supported by the evidence and trial testimony. Although the judgment highlighted Paul's conduct throughout the case, Paul does not dispute that the trial court's findings were supported by the manifest weight of the evidence. Thus, we reject Paul's argument that the purportedly biased language of the judgment is a basis for reversal.

¶ 52 V. Order that Paul Maintain Life Insurance to Secure His Maintenance Obligation

¶ 53 Next, Paul argues that the trial court abused its discretion by requiring him to maintain a life insurance policy in the amount of \$1.5 million on himself, and naming Lauren as the sole and irrevocable beneficiary so long as Paul has a maintenance obligation to Lauren. Paul requests this court to order Lauren to pay the life insurance premium or, in the alternative, reduce the amount from \$1.5 million to \$500,000. Finally, Paul asks this court to review the age at which life insurance is no longer needed.

¶ 54 Section 504(f) of the Act permits a maintenance award to "be reasonably secured, in whole or in part, by life insurance on the payor's life *** on such terms determined by the court." 750 ILCS 5/504(f) (West 2016). Further, section 504(f)(1) provides:

"With respect to existing life insurance, provided the court is apprised through evidence, stipulation, or otherwise as to level of death benefits, premium, and other relevant data and makes findings relative thereto, the court may allocate

death benefits, the right to assign death benefits, or the obligation for future premium payments between the parties as it deems just.”

750 ILCS 5/504(f)(1) (West 2016). A reviewing court will not disturb a trial court’s decision to require a particular amount of life insurance as security for a maintenance obligation absent an abuse of discretion. See *In re Marriage of Brankin*, 2012 IL App (2d) 110203, ¶ 34.

¶ 55 In this case, the parties stipulated that a term life insurance policy on Paul’s life was in effect at the time of trial with a death benefit of \$2 million. In his appellate brief, Paul represented that the policy is set to expire in 2023. Paul testified that his business paid his life insurance premium. In the August 2, 2016, judgment, the trial court did not require Paul to reduce his then existing life insurance coverage, but instead ordered him to allocate \$1.5 million of the death benefits to Lauren to secure Paul’s maintenance obligation. The parties were married for nearly 29 years at the time of the filing of the petition for dissolution of marriage. Section 504(b-1)(1)(B) of the Act (750 ILCS 5/504(b-1)(1)(B) (West 2016)) provides, in relevant part, that “[f]or a marriage of 20 or more years, the court, in its discretion, shall order maintenance for a period equal to the length of the marriage or for an indefinite term.”

¶ 56 Paul claims that the amount of life insurance he is required to maintain to secure maintenance should be reduced because he intends to retire in 12 years. Paul argues that “[i]t is generally agreed that the average person tends to slow down above the age of 60.” However, as Lauren points out, Paul did not introduce any evidence at trial as to when he intends to retire or reduce his work hours.

¶ 57 The court ordered \$1.5 million in death benefits to cover approximately 30 years of maintenance at the rate of \$48,699.96 per year. Therefore, we cannot say the trial court abused its discretion by requiring Paul to maintain life insurance to secure his maintenance obligation to

Lauren or by setting the level of death benefits assigned to Lauren at \$1.5 million. We will not substitute our judgment for that of the trial court regarding the appropriate level of death benefits.

¶ 58 VI. Award to Lauren of \$14,522 to Effectuate the 60/40 Division of the Marital Estate

¶ 59 Finally, Paul argues that the trial court abused its discretion by ordering Paul to pay Lauren \$14,522 “in order to offset the value in his bank accounts and in order to effectuate an overall 60/40 division to the marital estate.” Paul asserts that the funds Paul removed from the IRA account at the end of 2015 are the same funds that were in his bank accounts listed in the judgment for dissolution of marriage. Thus, Paul claims that the court credited Lauren and debited Paul twice for the same funds. On the other hand, Lauren argued that there could not be a “double-counting” as argued by Paul because Paul conceded at trial that he dissipated the funds removed from the Fidelity IRA account.

¶ 60 The case law provides that “[d]issipation occurs when one spouse uses a marital asset for his or her sole benefit and for a purpose unrelated to the marriage at a time when the marriage is undergoing an irreconcilable breakdown.” *In re Marriage of Dhillon*, 2014 IL App (3d) 130653, ¶ 36. The determination of whether dissipation occurred entails a fact-intensive inquiry that requires the court to make a credibility determination as to the explanation given by the spouse charged with dissipation as to how the funds were used. *Id.* A trial court’s ruling on dissipation will not be reversed unless it is against the manifest weight of the evidence. *Id.* Further, a trial court’s division of marital assets, such as the \$14,522 in marital bank account funds at issue in this appeal, will not be disturbed unless the court has clearly abused its discretion. *In re Marriage of Benkendorf*, 252 Ill. App. 3d at 432.

¶ 61 In this case, Paul failed to present sufficient proof at trial to establish that the funds remaining in his bank accounts were the same as those withdrawn from the Fidelity IRA. The trial court found, based on Paul’s testimony before the court, that Paul utilized these monies to satisfy his obligation to pay maintenance, to pay certain household bills, and to allow for personal expenditures. In his appellate brief, Paul acknowledges that the court replenished the marital estate in the amount of \$63,750 as a result of his dissipation of funds with “no objection” from him.

¶ 62 Therefore, accepting the trial court’s factual findings, we must conclude that the funds in Paul’s bank accounts were not the same funds withdrawn from the Fidelity IRA account. Instead, the funds withdrawn from the Fidelity IRA account had already been dissipated. Consequently, we conclude that the trial court did not abuse its discretion by awarding Lauren \$14,522 in order to offset the value in Paul’s bank accounts and to effectuate the overall 60/40 division of the marital estate.

¶ 63 For the foregoing reasons, we affirm the trial court’s judgment of dissolution of marriage entered on August 2, 2016, and the January 5, 2017, court order revising the final judgment.

¶ 64 CONCLUSION

¶ 65 The judgment of the circuit court of Will County is affirmed.

¶ 66 Affirmed.