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SIXTH DIVISION
March 29, 2013

IN THE APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

VALENTINA MOKEYEVA,)	Appeal from the
)	Circuit Court of
Petitioner-Appellant,)	Cook County.
)	
v.)	No. 09 D 00591
)	
GERASIM GUMENYUK,)	The Honorable
)	R. Morgan Hamilton,
Respondent-Appellee.)	Judge Presiding.

PRESIDING JUSTICE LAMPKIN delivered the judgment of the court.
Justices Hall and Reyes concurred in the judgment.

ORDER

¶ 1 *HELD:* The trial court abused its discretion in entering an erroneous and incomplete dissolution judgment.

¶ 2 *Pro se* petitioner, Valentina Mokeyeva, contends the trial court failed to properly apply several sections of the Illinois Marriage and Dissolution of Marriage Act (750 ILCS 5/503, 504, 505.2, and 607 (West 2012)) when entering its dissolution judgment. Petitioner contends the trial court erred in: (1) the division of marital assets; (2) failing to provide reserved maintenance;

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(3) allowing respondent, Gerasim Gumenyuk, overnight visitation of one of the minor children; (4) failing to require respondent to maintain life insurance for the benefit of the minor children; (5) failing to ensure petitioner be given access to the minor children's insurance carrier; (6) failing to order petitioner's reimbursement for the minor children's medical related expenses; and (7) failing to require respondent to maintain a college fund for the children. Based on the following, we reverse and remand.

¶ 3

FACTS

¶ 4 Petitioner and respondent were married in Kiev, Ukraine, on April 30, 1994. The couple have two children: Michael, born July 8, 1996, and Matthew, born June 8, 2004.

¶ 5 On January 1, 23, 2009, petitioner filed a petition for the dissolution of the parties' marriage. On February 20, 2009, respondent filed an answer and filed a counter petition for dissolution of the marriage. On March 5, 2009, the parties entered into an agreed order regarding respondent's temporary visitation rights of the minor children. On March 4, 2010, petitioner filed three pleadings, namely, a petition for sole custody, a "Petition for Investigation" requesting investigation into respondent's disclosure statement, and a petition for reimbursement of expenses related to the minor children, such as medical expenses, education-related expenses, and extracurricular activities, real estate taxes for the marital home, and repairs to the marital home. Respondent filed responses to the pleadings. On March 27, 2010, petitioner filed a petition for child support and for extraordinary medical expenses. Respondent filed a response. On June 23, 2010, the trial court entered an order requiring respondent to reimburse petitioner for 50% of expenses, including express extracurricular activities, express education-related

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activities, medical expenses to the extent they were not covered by insurance, requiring a psychological evaluation of Matthew in an effort to obtain a diagnosis, and ordering respondent to pay 28% of his salary for child support.

¶ 6 The case was set for trial by Judge Boyd. On November 3, 2011, the scheduled trial date, the case was transferred to Judge Hamilton. A three day trial was held on November 3, 4, and 7, 2011.

¶ 7 Petitioner testified that she was 42 years old and lived in the marital home located on St. John's Court, in Chicago, Illinois. The marital home was purchased in 1999 for \$312,000. The parties have lived separate and apart since June 1, 2008.

¶ 8 Petitioner said she held a college degree and was employed as a computer programmer for CCH, Inc. at Wolfer-Klover School. Petitioner's gross income in 2010 was \$78,000. Petitioner testified that she had been notified that her team would be laid off and that her severance pay would be 2 weeks for every year she had been with the company, which was 11 years. According to petitioner, respondent was employed as a computer programmer with the City of Chicago. Petitioner stated that she did not have a savings account, but had a checking account with a balance of \$22,000. Respondent paid \$751 in child support to petitioner on a semi-monthly basis. According to petitioner, she had accrued \$8,000 in credit card debt and paid \$2,500 monthly to reduce that debt.

¶ 9 Petitioner testified that the marital home was appraised at \$380,000 and the deed to the home was in both parties' names. Upon instruction from respondent, petitioner transferred the mortgage for the marital home into her name only after the parties' separation. The trial court

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was provided with a series of mortgage deeds as exhibits ranging in date from January 14, 2005, until October 31, 2007, representing mortgage refinances. The October 31, 2007, refinance demonstrated a note for \$317,000 under respondent's name only. According to petitioner, respondent received \$25,145.14 from the refinance, which he retained for himself. Petitioner testified that the mortgage payments for the marital home were \$1,809.74 as of October 3, 2011. Petitioner said the marital home had a monthly assessment of \$330; however, a special assessment of \$630 per month was in place from 2009 to 2012. According to petitioner, the real estate taxes for the marital home were \$5,000 per year and were paid from a mortgage escrow account, for which respondent had not made any payments.

¶ 10 Petitioner additionally stated that she withdrew \$35,000 from her 401(k) to make repairs to the marital home, including replacing windows and a partial bathroom remodel, and to repay a \$15,000 debt to her mother from the purchase of a car. As a result, petitioner said her biweekly take home pay was \$2,195 after the loan repayment deduction. In addition, petitioner testified that she paid \$18 monthly for homeowners' insurance.

¶ 11 Petitioner testified that the parties' youngest son, Matthew, was diagnosed with pervasive development disorder when he was 4.5 years old and he struggled with the ability to communicate. Petitioner added that Matthew suffered nightmares. According to petitioner, Matthew slept in his own bed in her bedroom and the parties had an agreed visitation order that he not be with respondent overnight. Matthew attended speech therapy during the week through his school and privately on the weekends. The cost of a private at-home speech therapy session was \$50. According to petitioner, she paid \$1,000 out of pocket for the speech therapy

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deductible; however, the therapist joined respondent's insurance network in 2009, reducing the sessions to \$20. Respondent provided medical and dental insurance for petitioner and the minor children through his job. Petitioner provided vision insurance. Petitioner, however, testified that she elected medical insurance for herself and the minor children in 2009 and 2010 for \$363 and \$422, respectively. According to petitioner, the trial court issued an order in 2010 requiring respondent to pay 50% of Matthew's medical bills; however, petitioner had paid over \$4000 since 2009 and had only been reimbursed by respondent for \$663.

¶ 12 Petitioner further testified that she was unaware that respondent took Matthew to respondent's girlfriend's house. Petitioner said she noticed bruises/scratches on Matthew's back in 2008 and the beginning of 2009.

¶ 13 According to petitioner, the parties argued over the use of the household car in April/May 2008. When respondent returned to the marital home after having driven the car to work and to his parents' apartment, the parties engaged in a physical altercation. Petitioner testified that respondent yelled at her and sent Michael outside. Respondent pushed petitioner, grabbed her by the neck, dragged her to another room, and pushed her to the floor. Petitioner stated that, after the incident, she went to the hospital for x-rays and a CT scan. Petitioner suffered bruises on her back and was treated by a chiropractor for neck injuries. She missed one week of work. Petitioner said she paid \$612 for an emergency room bill and filed a claim with respondent's medical insurance.

¶ 14 Petitioner stated that the parties had life insurance policies worth a total amount of \$260,000 where each policy had a cash value of \$2,000. Petitioner said she paid for her life

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insurance.

¶ 15 Petitioner stated that, when the parties separated in June 2008, she was forced to purchase a car because respondent had the only car in the household. As a result, petitioner borrowed \$15,000 from her mother and withdrew \$2,000 from her bank account to purchase a Honda Fit. However, petitioner had since purchased a new car and her monthly car payments were \$251.78. Her monthly car insurance payments were \$43-\$45. Petitioner said she also paid her mother's monthly car insurance because the maternal grandmother picked up Matthew from school.

¶ 16 Petitioner further testified that she suffered melanoma in 2005 and had surgery. Petitioner then had surgery in 2006 for "pelvic costive syndrome." Moreover, petitioner had an auto-immune disease and suffered allergic reactions from an unidentified source. Petitioner took daily supplements.

¶ 17 Petitioner requested child support in the amount of 28% of respondent's net income and asked to reserve maintenance for three years. Petitioner also requested the equity in the marital home and sole custody of the minor children. In addition, petitioner requested that respondent provide medical coverage for the children and that she remain on his medical plan for 90 days. Moreover, petitioner requested that respondent maintain life insurance with a cash value of \$29,000 for the benefit of the children until the age of majority. Petitioner requested \$4,000 from respondent for dissipation of assets used on vacation with respondent's girlfriend and her son, as well as reimbursement for \$39,354 that petitioner spent fixing the marital home and \$25,000 that the "husband took out." Finally, petitioner requested that each party pay his/her own credit card debt, car payments, and attorney fees.

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¶ 18 Respondent testified that he and petitioner separated in June 2008. Respondent confirmed that the minor children lived with petitioner in the marital home located on N. St. John. Respondent said he lived with his parents in an apartment on N. Ravenswood in Chicago, Illinois, but spent nearly every night with his girlfriend in Skokie, Illinois. According to respondent, his name was on the title of the marital home, but not on the mortgage. Respondent testified that the marital home cost \$312,000, and required a 5% down payment, which was paid by the parties' joint account. The parties' mortgage was for \$290,000. Respondent stated that the marital home was refinanced several times and petitioner was present for each refinance. Respondent confirmed that, just before the parties separated, he refinanced the mortgage on the property in his name only for \$317,000. The money obtained from the refinance was deposited into three different accounts, namely, respondent's Roth IRA, petitioner's Roth IRA, and the parties' brokerage account, all of which respondent eventually gave to petitioner.

¶ 19 Respondent testified that he gave petitioner \$86,900 in October 2008, the majority of which was for petitioner to refinance the marital home with petitioner's name solely on the mortgage. Respondent said \$14,000 was withdrawn from Matthew's 529 college savings account, \$26,000 was withdrawn from respondent's Roth IRA account, \$21,000 was withdrawn from petitioner's Roth IRA account, and \$25,000 was withdrawn from the parties' mutual brokerage account. According to respondent, petitioner used \$66,000 of the money to pay down the mortgage.

¶ 20 Respondent said the parties held a joint bank account, which petitioner contributed to until 2006 when she stopped for 2 years before resuming some contributions in 2008. In

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particular, respondent said petitioner contributed \$825 biweekly to the joint account in 2008.

Petitioner, however, opened her own bank account to which respondent never had access.

Respondent said he agreed to pay 60% of all household expenses, including the mortgage, from June 2008 to October 2008. Respondent noted that, when the parties separated, the appliances, heating, and air conditioning in the marital home were in working order. When petitioner transferred the mortgage into her name in October 2008, petitioner also transferred the household bills into her name.

¶ 21 According to respondent, he earned \$85,000 per year working for the City of Chicago and petitioner earned \$85,000 per year or more. Respondent said he was ordered to pay 28% of his net income to petitioner for child support. Respondent, however, testified that his income had been reduced in August or September 2011 to less than \$4700 per month, later testifying that he was paid \$2,029.67 twice a month. Respondent paid \$751.60 each pay period in child support, which was more than 28% of his income. Respondent testified that he had a pension fund with a balance of \$136,000 at the end of September 2011. Respondent added that he had an account with the "Municipal Employee Annuity and Benefit Fund of Chicago" with a balance of approximately \$110,000 as of May 15, 2011. Respondent also testified that he had a \$250,000 life insurance policy with a surrender value of \$3,000-\$4,000.

¶ 22 Respondent said his monthly car payment was \$286 or \$289 plus \$80-\$90 for car insurance. Prior to the parties' separation, the monthly car payments were made from their joint account. The parties did not provide any down payment for the car because "it was a zero percent financing." Respondent added that he "took cash of" \$300 per month. Respondent listed

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the following additional monthly expenses: (1) \$722 for a mandatory retirement contribution; (2) \$35 for life insurance; (3) \$925 for miscellaneous; (4) \$400 for food; (5) \$216.67 for gas; (6) \$50 for car maintenance; (7) \$650 for entertainment; (8) \$50 for newspapers and books; (9) \$150 for personal vacation; and (10) \$50 for gifts to relatives and friends. In addition, respondent testified that he paid for the children's medical co-pays, after school expenses, and summer camps.

¶ 23 Respondent testified that he was in debt \$30,000-\$40,000 at the time of trial.

Respondent said he "used credit cards to transfer balances from one credit card to another" resulting in five credit cards, three of which had "high balances." Respondent testified that he owed Bank of America \$10,000, Chase about \$12,000, and Discover Card approximately \$6,000-\$6,500. Respondent added that he had no savings account and had \$400 in a checking account.

Respondent said he was subject to a mandatory furlough in 2009 when his yearly income was \$81,000 and also in 2010 and 2011 when his yearly income was \$85,000. Respondent testified that, as of April 2008, the parties' joint savings account was valued at \$77,138.95. Respondent testified that as of June 2008, the parties had an unknown amount of credit card debt.

Respondent "took" \$6,000 and \$6,500 from the parties' bank account to pay off mutual credit card debt in January and April 2008, respectively.

¶ 24 Respondent said that, when the parties' initially separated, he did not have any visitation with the minor children. Eventually, as a result of the parties' agreed order for temporary visitation, respondent obtained visitation every other weekend from noon until 6 p.m. and every other Wednesday from 4 p.m. until 7:30 p.m. Respondent said the parties agreed that he would not have overnight visitation with the children. Respondent further testified that, pursuant to a

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2009 court order, one of his children¹ cannot "be around" his girlfriend or her son. Respondent, however, testified that he wanted visitation with the children every other weekend from Friday afternoon until Monday morning and every Wednesday night until Thursday morning. In addition, respondent requested that the children share 50% of all holidays and vacations with him. Respondent noted that petitioner filed a report with the department of children and family services, but the report was unfounded.

¶ 25 Respondent said his son Matthew was diagnosed with PDD-NOD, autism spectrum, and cannot function well in some areas. Matthew was in a special education program at school where he received speech therapy. Matthew also received private speech therapy at petitioner's home. Respondent testified that he did not pay for Matthew's private speech therapy because petitioner chose a therapist outside of his insurance network. According to respondent, the parties took Matthew for psychological testing in early 2008. Matthew was initially diagnosed with attention deficit disorder, and respondent thought the doctor was "too quick" to diagnose a 6 year old and "too quick" to prescribe medication. Respondent testified that petitioner informed him that Matthew had difficulty when he did not sleep in his own bed. Respondent said his parents' apartment had a separate bedroom where Matthew could comfortably sleep. Respondent added that there were adequate accommodations at his girlfriend's home. According to respondent, Matthew has slept in petitioner's room since 2006. Respondent additionally testified that Matthew did not participate in visitations with respondent when Matthew was ill. Moreover, when Matthew had nightmares, respondent did not force the child to stay. Petitioner drove

¹It is clear from the record that respondent was referring to Matthew.

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Matthew to school while respondent drove Michael to school and both children to swimming practice and any other activities.

¶ 26 Respondent testified that, in May 2008, the parties were in an altercation because petitioner failed to pick Michael up from an activity. When respondent arrived to pick Michael up, the child was in a park alone at midnight. At some point, petitioner arrived and became physical with respondent, hitting him in the face in front of Michael. Respondent denied hitting petitioner.

¶ 27 Respondent stated that he took two vacations with Michael, one in June 2008 and one in 2011. Respondent added that he took a trip to Orlando, Florida with his girlfriend and her son in 2009 or 2010. Respondent admitted that he paid for the airfare, hotel rooms, and rental car for the Orlando trip. In addition, respondent confirmed that he and his girlfriend traveled to California and respondent paid for transportation and hotels while his girlfriend paid for the remaining expenses.

¶ 28 Respondent testified that he owed petitioner \$158 for his 50% share of medical expenses. Respondent, however, testified that petitioner bought expensive designer eyeglasses for Michael without consulting respondent. Respondent admitted that Michael's eyeglasses have been broken when he and Michael wrestled. Respondent additionally said petitioner did not reimburse him for Michael's summer swim camp or for a sleep study for one of the children, which cost over \$94.

¶ 29 According to respondent, his medical insurance covered petitioner's treatment for melanoma, including a visit to Mayo Clinic in 2007. Respondent never advised petitioner to

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obtain her own insurance.

¶ 30 Respondent requested a standard visitation schedule including overnight visitation, a 50/50 division of marital property including retirement accounts, pension plans, equity in the home, and cars, and no maintenance for either party. Respondent additionally requested a finding of no dissipation and a review of child support when each child reaches the age of majority. Respondent agreed to provide medical coverage so long as he had a duty to support and educate the children. Respondent further requested that each party be granted the ability to use one child as a tax deduction and then alternate years for deducting Matthew once Michael reached the age of 18.

¶ 31 Respondent's girlfriend, Anastasia Shvaykovskaya², testified that she lived in a two bedroom apartment on LaVergne Avenue, in Skokie, Illinois with her 15-year-old son. According to respondent's girlfriend, respondent moved in to her apartment approximately one year prior. Respondent's girlfriend said respondent brought his children to the apartment "since the beginning." Respondent's girlfriend testified that her son and Michael were friends and that Matthew never played with her son. Respondent's girlfriend denied that her son ever pushed or hit Matthew or locked Michael out of the apartment. According to respondent's girlfriend, she brought her son on a trip with respondent to Florida in 2010 and she and respondent went to California in 2011. Respondent's girlfriend said that respondent paid for the trips. Respondent, however, did not pay rent, but did pay for food. Respondent's girlfriend testified that her monthly net income was \$1,800 and her monthly expenses were about \$1,300.

²The trial court's dissolution judgment lists the name as "Shoay Koskova."

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¶ 32 In its March 9, 2012, dissolution order, the trial court provided that respondent "shall sign a quitclaim deed transferring his interest in the marital home" to petitioner, at which time petitioner "shall become solely responsible for the mortgage, taxes, insurance and upkeep of the [marital] house" and "shall indemnify and hold [respondent] harmless for these bills." In addition, the trial court instructed petitioner to refinance the mortgage, removing respondent's name from the mortgage if it remained. If petitioner failed to or was unable to do so, the trial court instructed that the house be sold and the proceeds be divided equally between the parties. The trial court barred maintenance for either party in the present or future. In terms of the minor children, sole custody was granted to petitioner and respondent was ordered to pay "properly calculated guidelines" child support "so long as [respondent] has a duty to support the child." Child support was ordered to continue until the youngest child reached the age of 18, unless that child remained in high school and then child support would terminate upon graduation. The trial court added that "support, if any, for any adult disabled child shall be determined by the Probate Division of the Court." Respondent was awarded overnight visitation every other weekend from Friday at 5 p.m. until Sunday at 5 p.m. with each child having "his own bed" at each parent's home. The case was continued to enter a properly calculated guidelines child support order.

¶ 33 On March 27, 2012, arguments were held on petitioner's motion to reconsider the trial court's March 9, 2012, dissolution judgment. The motion itself does not appear in the record; however, a transcript from the proceeding does. In presenting her motion, petitioner argued that the trial court's dissolution judgment required clarification in terms of the disposal of marital assets. In particular, petitioner highlighted the fact that the dissolution judgment was silent as to

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the parties' pensions despite the introduction of relevant evidence at trial. Moreover, petitioner argued that the dissolution judgment was silent as to the payment of the minor children's college educations and the payment of medical expenses. In addition, petitioner asked the court to reconsider reserving maintenance on her behalf.

¶ 34 During the hearing, respondent agreed that the trial court's dissolution judgment should be modified to include statutory language regarding college education for the minor children with petitioner appointed custodian of the college accounts and to include language regarding the parties' equal responsibility to split medical expenses not covered by respondent's insurance, including deductibles. Respondent further requested clarification of the dissolution judgment regarding overnight visitation with the children being allowed for respondent, visitation every other Wednesday with the children, the equal split of marital assets, namely, the home, the parties' pension funds, and respondent's Roth IRA account, and the method of applying tax deductions of the minor children. In particular, respondent stated:

"The split of assets works out—which [petitioner's] Counsel[] is referring to as the 'pension funds.' At the time of trial, my client had approximately \$245,000 in two pension funds. ***. [T]here were exhibits introduced with those statements in evidence.

Ms. Mokeyeva, at the time of trial, her pension was approximately \$95,000, and the equity in the house was \$125,000. If he keeps his and she keeps hers, there's an \$11,000 difference in

favor of my client. ***.

That \$11,000 difference, you know, can either stand or somehow if the point—if the parties split them 50/50, he has a Fidelity Roth IRA—or had at the time of trial a Fidelity Roth IRA that's approximately—was approximately five-and-a-half-thousand dollars. If he transfers that over to her, that's—you know, the assets will be about 50/50 split at that point."

¶ 35 The trial court denied the motion, stating:

"My judgments always track exactly what the evidence is. And if you're looking for it and it came into the trial, it's in here. There's nothing missing.

And what I did with that information is fashion a judgment that I consider appropriate for this particular family. That's why there's all these pages and all these words. Otherwise, I wouldn't do it. It's a lot of work.

But I share with you what your life is as you have shared it with me, and it's in here. It tells you what you need to know about you and your family situation and what that means in terms of the future, meaning court order. This court order is appropriate for you family.

It is absolutely appropriate. You don't have to like it. It doesn't matter, but it is appropriate for your family situation as you have explained it to me in the evidence that was presented at this trial."

The court then entered the parties' agreed order for uniform child support. This appeal followed.

¶ 36

DECISION

¶ 37 Petitioner contends the trial court erred in its dissolution order based on the following: (1) failing to accurately determine the parties' marital assets and dividing them accordingly; (2) denying petitioner's request for reserved maintenance for a period of 3 years; (3) allowing unrestricted overnight visitation for respondent; (4) failing to require respondent to maintain his life insurance policy for the benefit of the minor children; (5) failing to order respondent's medical insurance carrier to treat petitioner as a policy holder for purposes of reimbursement and communication regarding the children's benefits; and (6) failing to order the preservation of the existent college fund.

¶ 38 A trial court is afforded broad discretion to divide marital property in a dissolution action. In re Marriage of Parker, 252 Ill. App. 3d 1015, 1018 (1993). However, "a division of property must be reasonable and must meet the statute's objective which is to recognize and compensate each party for their contribution to the marriage and to place each party in a position to begin anew." Id. A judge's decision in a dissolution action will not be reversed absent an abuse of discretion. Id. An abuse of discretion will be found on appeal only when no reasonable person could adopt the trial court's position. In re Marriage of Ward, 282 Ill. App 3d 423, 434 (1996).

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"However, a reviewing court must reverse if it determines that the trial court acted arbitrarily and without the employment of conscientious judgment or, in view of all the circumstances, exceeded the bounds of reason and ignored recognized principles of law so that substantial injustice resulted." In re Marriage of Benkendorf, 252 Ill. App. 3d 429, 433 (1993).

¶ 39 Based on our review of the record, we find that the trial court abused its discretion. While the trial court addressed custody, support, and visitation of the minor children and awarded petitioner ownership of the marital home, the court failed to address the division of other assets, such as respondent's car, which was paid for with at least some marital funds, and the parties' pension funds, failed to address the parties' life insurance benefits and medical insurance for the minor children, and failed to address the parties' responsibilities for the payment of the minor children's expenses, such as those related to extracurricular activities, college, and additional medical needs. The parties agreed in their motion to reconsider and response that the dissolution judgment was silent as to these issues, yet the trial court refused to reconsider its judgment.

¶ 40 Moreover, our review of the dissolution judgment itself reflects a number of internal inconsistencies and inaccuracies as compared to the testimony in the record. For example, the trial court listed the value of respondent's pension as "\$106,000 or \$109,000" when respondent testified that he had two pension plans valued at \$110,000 and \$136,000. There was no mention of petitioner's pension, which was valued at \$95,000. The dissolution judgment also provided three conflicting accounts involving respondent's vehicle, namely, that his car payment is \$500 per month, that his car payment is \$286 per month, and that he paid for the car from the parties'

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joint account and "unemployment income" resulting in no financing. Instead, the record reveals that respondent paid \$286 or \$289 in car payments per month and that he was charged nearly \$600 one month when he missed a payment the prior month. Contrary to the trial court's recitation of the facts, respondent testified that the parties completely financed the car when they did not provide any down payment. In addition, the dissolution judgment repeatedly referenced the nearly \$87,000 that respondent provided to petitioner to reduce the mortgage for the marital home and for household expenses. At one point, the judgment stated that the mortgage was paid down to \$87,000, which is completely unsupported by the record. The judgment also misstates that the parties paid 50% down payment "from the joint account" for the purchase of the \$312,000 marital home. It is clear from the record that the parties' paid a 5% down payment for the home. Further, the dissolution judgment noted that the minor children's paternal "grandfather" had hepatitis and spit in Matthew's face. Review of the record, however, demonstrates that the grandmother had hepatitis and was the individual to spit in Matthew's face. Finally, the dissolution judgment incorrectly listed an address for respondent's parents which does not exist, namely, an apartment on N. Panarese, in Chicago, Illinois, when the record reveals respondent's parents lived on Ravenswood in Chicago, Illinois.

¶ 41 Overall, the trial court's dissolution judgment contains personal remarks and questions throughout, yet stands as a final judgment which fails to address all of the issues raised by the parties. We, therefore, conclude the trial court abused its discretion, and reverse and remand this cause for a more complete and accurate review of the issues that were not resolved by the court, including the equitable division of marital assets, medical insurance for the minor children, and

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the responsibility for payment of the children's expenses such as college, extracurricular activities, and medical-related expenses.

¶ 42

CONCLUSION

¶ 43 Based on the foregoing, we reverse and remand for further proceedings.

¶ 44 Reversed; remanded.