FOURTH DIVISION
April 16, 2015

Nos. 1-14-0566 & 1-14-1462 (cons.)

IN THE

APPELLATE COURT OF ILLINOIS

FIRST DISTRICT

In re the Marriage of:	)	Appeal from the Circuit Court
ROBERT TEBBENS,	)	of Cook County, Illinois.
Petitioner-Appellant,	)	No. 09D11725
v.	)	The Honorable
JULIE M. TEBBENS,	)	Helaine L. Berger, Judge Presiding.
Respondent-Appellee.	)	

PRESIDING JUSTICE FITZGERALD SMITH delivered the judgment of the court.

Justices Howse and Cobbs concurred in the judgment.

ORDER

Held: In dissolution of marriage proceedings, trial court erred in recharacterizing motion to clarify as a motion to reconsider and in subsequently modifying the agreed-to division of pension benefits. Reversed in part, vacated in part, and remanded with directions.

¶ 1 Petitioner-appellant Robert Tebbens (Robert) appeals from the circuit court's entry of an amended Qualified Illinois Domestic Relations Order (QILDRO) in his dissolution of

marriage proceeding from respondent Julie Tebbens (Julie). On appeal, Robert contends the trial court erred in its modification and construction of the terms of the marital settlement agreement regarding Robert's firefighter's pension. Julie has not filed a brief in this cause. We consider this appeal on Robert's brief only, pursuant to *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976). For the following reasons, we reverse in part, vacate in part, and remand to the trial court with directions.

¶ 2 I. BACKGROUND

¶ 3 The parties were married in 1995. They have three children, born in 1997, 1999, and 2002. There is no argument on appeal regarding questions of custody or parental rights.

¶ 4 In December 2009, Robert initiated the instant dissolution proceedings. The trial court entered a judgment for dissolution of marriage on October 31, 2012. Both parties were represented by counsel during dissolution proceedings. A marital settlement agreement (MSA) was incorporated into the judgment for dissolution. Amongst other things, the MSA divided the parties' retirement accounts and pension plans:

"Retirement Accounts/Pension Plans/Annuities/Deferred Compensation

7.3 JULIE represents and warrants that she has and/or had an interest in the following accounts:

a. Morgan Stanley IRA Account No. 1145

b. Advocate HCN Pension

c. Advocate HCN 403(b) Savings Plan (closed)

d. Advocate HCN 401(k) Savings Plan (closed)

7.4 ROBERT represents and warrants that he has an interest in the following accounts:

a. Fireman's Annuity Fund and

b. City of Chicago 457(b) Plan No. 3263"

¶ 5 Regarding Robert's pension from the Chicago Fire Department, the MSA provides:

"7.5 ROBERT's interest in the Fireman's Annuity Fund shall be allocated between the parties as follows:

a. To JULIE, a sum equal to fifty percent (50%) of the marital value of ROBERT's vested accrued benefit under the Fireman's Annuity Fund.

b. To ROBERT, the remaining balance of his vested accrued benefit under the Fireman's Annuity Fund including all sums not otherwise allocated to the Wife, and all contributions on or after November 1, 2012.

The foregoing allocations to JULIE shall be implemented pursuant to the terms of a Qualified Illinois Domestic Relations Order (QILDRO)."

¶ 6 Other retirement accounts were also divided:

"7.6 The parties shall equally allocate the remaining partial portion of the funds contained in the retirement accounts identified in Paragraphs 7.3 and 7.4 above. Each party shall receive one-half (1/2) of the combined total value of JULIE's Morgan Stanley IRA, Advocate HCN Pension (by QDRO), Advocate HCN 403(b) and Advocate 401(k) Savings Plan and ROBERT's City of Chicago 457(b) Plan, except that any amount ROBERT has withdrawn and/or borrowed against shall not be considered as a reduction in the total value of the 457(b) plan. Any funds withdrawn and/or borrowed against ROBERT's 457(b) shall be ROBERT's sole responsibility, and shall not reduce JULIE's apportionment of retirement accounts. Prior to the division of retirement assets, JULIE shall be

deemed to have [] received a pre-distribution of $62,550.00 of assets. As a result, ROBERT shall be awarded the next $62,550.00; and the remaining marital retirement accounts (not to include ROBERT's withdrawals or loans against his 457(b)) shall be divided equally (50%/50%) between the parties."

¶ 7 In November 2012, Robert filed a "motion to amend, or in the alternative, to vacate judgment for dissolution of marriage." Through this motion, Robert argued, in pertinent part, that paragraph 7.5 should be amended, as it did not conform to the parties' true agreement. Specifically, Robert alleged the paragraph as submitted during negotiations read:

"[Draft] 7.5 ROBERT's interest in the Fireman's Annuity Fund shall be allocated between the parties as follows:

a. To JULIE, a sum equal to fifty percent (50%) of the marital value of ROBERT's vested accrued benefit under the Fireman's Annuity Fund, valued as of _____, 2012.

b. To ROBERT, the remaining balance of his vested accrued benefit under the Fireman's Annuity Fund including all sums not otherwise allocated to the Wife, and all contributions and accruals to his vested accrued benefit on or after _____, ____."

¶ 8 The court entered a ruling on the motion on December 21, 2012, stating, in relevant part:

"Over Robert's objection, Paragraph 7.5a of the Marital Settlement Agreement shall be modified to:

'2. To JULIE, a sum equal to fifty percent (50%) of the marital value (8-26-95 to 10-31-12) of ROBERT's vested accrued benefit

under the Fireman's Annuity Fund, and all accruals to her portion after November 1, 2012.' "

3. By Agreement, Paragraph 7.5b of the Marital Settlement Agreement shall be modified to:

'To ROBERT, the remaining balance of his vested accrued benefit under the Fireman's Annuity Fund including all sums not otherwise allocated to the wife, and all contributions and accruals to his portion after November 1, 2012.' "

¶ 9 On January 18, 2013, Robert filed a motion to clarify both the October 31, 2012 judgment, and the December 21, 2012 order, asking the court to clarify these "to conform same to the parties' agreement." In support, Robert recounted that while Paragraph 7.5 of the MSA awarded Julie 50% of the marital portion of his vested, accrued benefit under the Fireman's Annuity Fund, and awarded Robert all remaining benefits and interest, that paragraph stated a percentage amount rather than a dollar amount for Julie. According to Robert, this percentage amount was insufficient for the Firemen's Annuity Fund and Benefit Fund of Chicago to divide the asset as agreed upon by the parties. In support, Robert relied on a letter dated November 30, 2012, from the Fireman's Annuity Fund. That letter states:

"In response to your recent request, we quote the following figures:

Based on our accountants review of your pension records we estimate that as of November 1, 2012 you would be entitled to a monthly annuity in the amount of $1,201.21 payable at age 50 with monthly annuity payments continuing for your lifetime.

> This calculation is made pursuant to ILCS 5/6-126, and is based on your years of pensionable service credit at 17.93 years from your date of hire on December 1, 1994 through November 1, 2012 and total contributions made to the Fund during that period."

¶ 10 Because Robert and Julie were married August 26, 1995, argued Robert, his pre-marital service credits from December 1, 1994, through September 25, 1995, are his non-marital property. Thus, Robert submitted, it was the intent of the MSA that Julie should receive 50% of a monthly annuity of an amount less than the $1,201 amount, but rather should receive 50% $1,201 minus the credit for his premarital service. However, because of the "mechanics" of a QILDRO and because a percentage order (rather than a dollar amount order) was entered, Julie "will not only receive the monies stated above, but also [] any increases in the pension earned by Robert through his post-divorce, non-marital efforts, including without limitation, promotions, salary raises, and the like."

¶ 11 The record on appeal also contains a document entitled "Firemen's Annuity and Benefit Fund of Chicago QILDRO Benefit Estimate Statement" dated November 1, 2012, reflecting Robert's "Monthly Retirement Benefit as of last available payroll" as $1,201.

¶ 12 In her response, Julie admitted that service credits earned by Robert prior to the marriage would be considered Robert's non-marital asset. Julie generally denied all other allegations or alleged she had insufficient information to provide an answer. She also stated:

> "JULIE further states that pursuant to the terms of the Judgment, the division of ROBERT's pension will be effectuated by entry of a QILDRO. JULIE stipulates that any QILDRO entered in this matter with respect to ROBERT's

> pension shall be in conformity with the stated requirements of the Fireman's Annuity Fund."

¶ 13 Julie then filed her "memorandum in support of response to motion to clarify" in which she argued that Robert's motion to clarify was actually seeking a modification of the judgment and was therefore barred by *res judicata*. In the alternative, Julie also asked the court to apply the *Hunt* formula, as set forth in *In re Marriage of Hunt*, 78 Ill. App. 3d 653 (1979), to the pension division.

¶ 14 Robert then filed his "motion to strike, or in the alternative, response to memorandum in support of response to motion to clarify." The motion contained two counts: Count I, a motion to strike; and Count II, a motion to clarify. By Count I, Robert asked that Julie's memorandum be stricken, alleging she filed it late and without leave of court. Additionally, Robert argued that Julie could not now seek to have the pension divided under the *Hunt* formula. By Count II, Robert argued that *res judicata* did not bar his clarification motion because he was "not seek[ing] to amend, modify, vacate or otherwise change the substance of the Judgment or December 21, 2012 order, but rather to clarify the orders for the purpose of the preparation and entry of a [QILDRO]." Additionally, he argued that "through no fault of the parties, the Fireman's Annuity Fund is unable to give effect to the intention of the parties with the current [percentage] language of the Judgment, and therefore the Judgment must be clarified to include a dollar amount." He specified:

> "Robert is not trying to amend or vacate the Judgment, but to clarify the December 21, 2012 order. Robert does not dispute that Julie is entitled to 50% of his pension plan as of October 31, 2012, and does not seek to change this fact. However, in order for Julie to receive 50% of his pension plan as of October 31,

> 2012, that number must be reduced to a dollar amount. There exists no other way to accomplish the mandate of the orders. Robert further does not dispute that Julie is entitled to accruals to her portion of the plan, i.e. cost of living increases. However, she is not entitled to accruals to Robert's portion of the plan, as those accruals are and will be due to Robert's post-marital efforts. This is not an attempt at a second bit of the apple, but an attempt to effectuate the language contained in the December 21, 2012 order, and accordingly that order must be clarified to list a specific dollar amount, which has already been calculated by Firemen's Annuity Fund."

¶ 15 In addition, Robert argued that the application of the *Hunt* formula for the first time in postjudgment motions was inappropriate, as, in a motion to clarify, the application of a new division formula would not possibly effectuate the intent of the parties.

¶ 16 The court heard arguments from the parties, and took the matter under advisement.

¶ 17 In July 2013, the trial court entered a memorandum opinion in which it denied the motion to clarify, finding that it "function[ed] effectively as a motion to reconsider" and was, therefore, barred by the doctrine of *res judicata*. Specifically, regarding the motion to clarify versus the motion to reconsider, the court found:

> "Because the language of the agreement was modified in a prior Order, this Court finds the proposed clarification to be previously decided on the merits in the December 21, 2012 Order. Additionally, ROBERT's motion changes the distribution of the pension in question [by adding a specific dollar amount], altering the substantive nature of the Judgment. Because a motion to clarify

> cannot enlarge the judgment, ROBERT's Motion to Clarify functions effectively as a motion to reconsider."

¶ 18 The court also determined that the Firemen's Annuity letter on which Robert relied was not new evidence and "does not purport to necessitate a dollar amount, but rather details the current value of the pension fund benefits as they stand." The court determined that the *Hunt* formula already applied to the pension division where "the plain language of ¶ 7.5 of [the MSA] uses *Hunt* as written."

¶ 19 Thereafter, Julie filed a motion for entry of a QILDRO in which she asked the court to enter a QILDRO consistent with the July order, that is, consistent with the *Hunt* formula for division of the pension.

¶ 20 Robert also filed a motion for entry of a QILDRO in which he urged "[t]he plain language of the MSA and the December 21, 2012 order provides that only Robert's vested accrued benefit as of November 1, 2012 is to be divided, and that Robert is to receive all contributions after November 1, 2012." Specifically, it stated, "[a]s Robert's future employment is not 'fully and unconditionally guaranteed,' any increase in his pension as a result of his continued employment and/or continued monetary contributions to the pension were not part of the 'vested accrued benefit' as of November 1, 2012. Therefore, the plain language of the December 21, 2012 order (and the MSA) provide that Julie is not entitled to any portion of the pension that was not a vested accrued benefit as of the date of entry of Judgment. *** Further, while Julie is awarded 'all accruals to her portion' after November 1, 2012, the term 'accrual' implies increases in value intrinsic to the asset, i.e. interest or dividend reinvestments, or in this case costs of living allowances." Robert proffered a draft dollar-amount QILDRO, which he submitted was consistent with the Firemen's Annuity and

Benefit Fund's calculation of Robert's vested benefits as of October 31, 2012. Robert also submitted an alternative draft percentage-division QILDRO in which Julie is awarded one-half the marital portion of Robert's vested accrued benefit as of October 31, 2012, while still providing Julie with accruals to her portion after November 1, 2012.

¶ 21 After briefing and short arguments from the parties on January 17, 2014, the court "declin[ed] to conduct an evidentiary hearing as to the parties' intent," entered Julie's proposed QILDRO instanter; denied Robert's motion for entry of QILDRO; and ordered that the "QILDRO calculation order to be entered in accordance with FABF policies and Robert's motion to enter QILDRO calculation order is denied, without prejudice, based upon time not being right."

¶ 22 Then, in February 2014, Robert filed a notice of appeal from, *inter alia*, the January 27, 2014, order. That appeal was assigned number 1-14-0566. Subsequently, explains Robert, the January 27, 2014, QILDRO was rejected by the Firemen's Annuity and Benefit Fund of Chicago.[1] On April 30, 2014, the trial court, noting it was doing so "over Robert's objection," entered an amended QILDRO. Robert appealed from the April 30 order, which appeal was assigned number 1-14-1462. These appeals were subsequently consolidated.

¶ 23 II. ANALYSIS

¶ 24 On appeal, Robert contends the trial court erred, as a matter of law, in its July 2014 memorandum opinion by making substantive changes to paragraph 7.5 of the MSA. Specifically, Robert argues: (1) the court lacked jurisdiction to modify paragraph 7.5 of the MSA; (2) the court erred in revisiting paragraph 7.5 of the MSA where this was barred by the

[1] The page to which Robert directs this court to find the purported Firemen's Annuity rejection is incorrect, and this court was unable to find a Firemen's Annuity rejection letter in the record on appeal.

doctrine of *res judicata*; and (3) anything in the memorandum opinion that went beyond addressing the narrow question of clarification is void.

¶ 25 There is no dispute here that the parties agreed to the division of Robert's pension benefits in the MSA. Therefore, the terms of the MSA are binding on the parties and on the court. See 750 ILCS 5/502(b) (West 2012) ("The terms of the [MSA] agreement, except those providing for the support, custody and visitation of children, are binding upon the court unless it finds, after considering the economic circumstances of the parties and any other relevant evidence produced by the parties, on their own motion or on request of the court, that the agreement is unconscionable"); *In re Marriage of Kehoe*, 2012 IL App (1st) 110644, ¶ 18 (2012). The terms of a marital settlement agreement are interpreted in the same manner as a contract, that is, the court must ascertain the parties' intentions from the language of the contract. *Blum v. Koster*, 235 Ill. 2d 21, 32 (2009). "Like a contract, the marital settlement agreement should be given a fair and reasonable interpretation based upon all of its language and provisions." *In re Marriage of Kehoe*, 2012 IL App (1st) 110644, ¶ 18, citing *In re Marriage of Carrier*, 332 Ill. App. 3d 654, 659 (2002). This court reviews the interpretation of a marital settlement agreement *de novo*, meaning we perform the same analysis that a trial court would perform and give no deference to the trial court's conclusions or specific rationale. *Blum*, 235 Ill. 2d at 32 ("The interpretation of a marital settlement agreement is reviewed *de novo* as a question of law"); *In re Marriage of Kehoe*, 2012 IL App (1st) 110644, ¶ 18; *Khan v. BDO Seidman, LLP*, 408 Ill. App. 3d 564, 578 (2011).

¶ 26 In the trial court's July 2013 memorandum opinion, the court determined that Robert's "Motion to Clarify function[ed] effectively as a motion to reconsider" and that, therefore, it was barred by the doctrine of *res judicata*. Initially, we disagree that Robert's motion to

clarify should have been recharacterized as a motion to reconsider. Rather, through that motion, Robert was merely requesting clarification of a vague term in the judgment of dissolution, that is, the specific dollar amount of the 50% division. We think this motion was not an attack on the correctness of the judgment, but rather was a request for a clarification of the trial court's findings.

¶ 27 Robert urges us to find that the trial court was without jurisdiction when it entered its July 2013 memorandum opinion. We disagree. A trial court loses jurisdiction to vacate or modify its judgment 30 days after the entry of the judgment unless a timely postjudgment motion is filed. *In re Marriage of Breslow*, 306 Ill. App. 3d 41, 49 (1999) ("Even though a court has jurisdiction of both subject matter and parties, it loses jurisdiction once 30 days have elapsed after entry of a final judgment in the case or, if timely post-trial motions are filed, once 30 days have elapsed after disposition of the last timely filed motion."). Here, although the court entered the memorandum opinion in July 2014, some seven months after the prior disposition, the court retained jurisdiction through the January 18, 2013, timely filing by Robert of his initial motion to clarify.

¶ 28 Robert also contends that the terms of paragraph 7.5 of the MSA were *res judicata* and, therefore, the trial court "did not have the authority to modify and effectively rewrite" those terms. We agree. *Res judicata* bars the relitigation of an issue between the same parties. *Rein v. David A. Noyes & Co.*, 172 Ill. 2d 325, 334 (1996) ("a final judgment on the merits rendered by a court of competent jurisdiction bars any subsequent actions between the same parties or their privies on the same cause of action"). "[*Res*] *judicata* applies to all matters that were actually decided in the original action, as well as to matters that could have been decided." *Cooney v. Rossiter*, 2012 IL 113227, ¶ 18. The doctrine "promotes judicial

economy by requiring parties to litigate all rights arising out of the same set of operative facts in one case." *Cooney*, 2012 IL 113227, ¶ 18. It "also prevents a party from being unjustly burdened from having to relitigate the same case." *Cooney*, 2012 IL 113227, ¶ 18. Three requirements must be met for the doctrine to apply: (1) a final judgment on the merits has been rendered by a court of competent jurisdiction; (2) an identity of cause of action exists; and (3) the parties or their privies are identical in both actions. *Downey v. Chicago Transit Authority*, 162 Ill. 2d 70, 73-74 (1994).

¶ 29 Here, a final judgment on the merits had been rendered, the parties were identical, and there was identity of the cause of action. See *Downey*, 162 Ill. 2d at 73-74. The "terms of the marital settlement agreement are binding on the parties and the court." *Blum*, 235 Ill. 2d at 32. The MSA specified the manner in which the pension would be divided:

> "7.5 ROBERT's interest in the Fireman's Annuity Fund shall be allocated between the parties as follows:
>
> a. To JULIE, a sum equal to fifty percent (50%) of the marital value of ROBERT's vested accrued benefit under the Fireman's Annuity Fund.
>
> b. To ROBERT, the remaining balance of his vested accrued benefit under the Fireman's Annuity Fund including all sums not otherwise allocated to the Wife, and all contributions on or after November 1, 2012."

¶ 30 Then, in response to Robert's "motion to amend, or in the alternative, to vacate judgment of dissolution of marriage," the court considered paragraph 7.5 and entered its December 21, 2012, ruling stating, in relevant part:

"Over Robert's objection, Paragraph 7.5a of the Marital Settlement Agreement shall be modified to:

'2. To JULIE, a sum equal to fifty percent (50%) of the marital value (8-26-95 to 10-31-12) of ROBERT's vested accrued benefit under the Fireman's Annuity Fund, and all accrued benefit under the Fireman's Annuity Fund, and all accruals to her portion after November 1, 2012.'

3. By Agreement, Paragraph 7.5b of the Marital Settlement Agreement shall be modified to:

'To ROBERT, the remaining balance of his vested accrued benefit under the Fireman's Annuity Fund including all sums not otherwise allocated to the wife, and all contributions and accruals to his portion after November 1, 2012.' "

¶ 31 Accordingly, where the trial court had previously considered this precise issue with the same parties in the same case, it was barred by the doctrine of *res judicata* from considering and modifying the terms of paragraph 7.5 in its July 2013 memorandum opinion. Although the trial court also found the issue was barred by *res judicata*, it nonetheless modified the terms of the parties' property distribution agreement regarding paragraph 7.5 by requiring the division be pursuant to what is known as the *Hunt* formula.

¶ 32 Any interest in a pension acquired after the marriage and before the judgment of dissolution of marriage or a declaration of invalidity of the marriage is presumed to be marital property within the meaning of section 504 of the Illinois Marriage and Dissolution of Marriage Act (the Act) (750 ILCS 5/503 (b)(2) (West 2012)). Generally, marital assets should be divided at the time of the dissolution. *In re Marriage of Ramsey*, 339 Ill. App. 3d 752, 758 (2003). Pensions, however, are inherently difficult to value. *In re Marriage of*

Ramsey, 339 Ill. App. 3d at 758. The amount of benefits actually received are dependent upon future contingencies, such as the length of time actually worked, early retirement, salary earned at the end of the career, and any changes to the term of the pension plan itself. *In re Marriage of Ramsey*, 339 Ill. App. 3d 752 at 758.

¶ 33 As a way of addressing this difficulty, Illinois courts have adopted methods to divide pensions. Under the total-offset approach, the trial court determines the actual value of the pension, discount it for the risk that the pension will not vest, and discount it again to present value. *In re Marriage of Peters*, 326 Ill. App. 3d 364, 370 (2001). The trial court then awards the pension to the employee spouse, and awards the other party enough marital property to offset the pension award. *In re Marriage of Peters*, 326 Ill. App. 3d at 370. "This approach is best used when there is sufficient actuarial evidence to determine the present value of the pension, when the employee spouse is close to retirement age, and when there is sufficient marital property to allow an offset." *Robinson v. Robinson*, 146 Ill. App. 3d 474, 476 (1986).

¶ 34 The second method is the reserved-jurisdiction method, also known as the *Hunt* formula, in which the trial court reserves jurisdiction to divide the pension and disburse an appropriate percentage to each spouse "if, as and when" the pension becomes available. See *In re Marriage of Hunt*, 78 Ill. App. 3d at 663. Under this approach, the marital portion of a pension benefit is calculated by dividing the total years of credited service during the marriage by the total years of credited service (the marital interest percentage) and multiplying this fraction by the monthly benefit. *In re Marriage of Richardson*, 381 Ill. App. 3d 47, 52 (2008) (citing *Hunt*, 78 Ill. App. 3d at 663). "This method is best employed where

it is difficult to place a present value on a pension due to uncertainties regarding vesting or maturation." *In re Marriage of Mantei*, 222 Ill. App. 3d 933, 937 (1991).

¶ 35 We are cognizant here that "the terms of the marital settlement agreement are binding on the parties and the court." See *Blum*, 235 Ill. 2d at 32; see also 750 ILCS 5/502(b) (West 2012) ("The terms of the agreement *** are binding upon the court unless it finds, after considering the economic circumstances of the parties and any other relevant evidence produced by the parties, on their own motion or on request of the court, that the agreement is unconscionable"). Additionally, the terms of a marital settlement agreement are interpreted in the same manner as a contract, that is, the court must ascertain the parties' intentions from the language of the contract. *Blum*, 235 Ill. 2d at 32. Here, it is evident from the plain language of the MSA that the parties' intent was for Julie to receive one-half of the marital portion of Robert's vested accrued benefit as of October 31, 2012, and Robert to retain the other one-half of the marital portion of the vested accrued benefit as of October 31, 2012, plus all contributions after October 31, 2012. The marital portion of the vested accrued benefit, as detailed in the December 21, 2012, order, is from August 26, 1995, through October 31, 2012.

¶ 36 While the *Hunt* formula on which the trial court relied in its July 2013 memorandum opinion is a recognized method of dividing a pension upon dissolution of marriage, it is but one method of doing so. The parties herein, however, bargained for and chose another approach, that is, one in which Julie was awarded "all accruals to her portion" of Robert's pension after November 1, 2012, including increases in the value intrinsic to her portion such as interest, dividend reinvestments, or costs of living allowances, but not any portion of the pension that was not a vested accrued benefit as of the date of the entry of judgment. When

the court applied the *Hunt* formula, it changed the calculations in such a way that the division no longer reflects the parties' bargained-for intent.

¶ 37 For these reasons, we reverse the trial court's July 17, 2103, memorandum opinion, and vacate the subsequent April 20, 2014, amended QILDRO. We remand to the trial court with directions to consider Robert's motion to clarify in accordance with this court's decision, that is, to focus on a pure clarification of the terms of paragraph 7.5, rather than a modification of same.

¶ 38 III. CONCLUSION

¶ 39 For all of the foregoing reasons, the judgment of the circuit court of Cook County is reversed in part, vacated in part, and remanded with directions.

¶ 40 Reversed in part; vacated in part; remanded with directions.