2017 IL App (1st) 152681-U
No. 1-15-2681
June 20, 2017

SECOND DIVISION

IN THE

APPELLATE COURT OF ILLINOIS

FIRST DISTRICT

TIFFANY L. MASON,	)	Appeal from the Circuit Court
	)	Of Cook County.
Petitioner-Appellee,	)	
	)	No. 12 D 7100
v.	)	
	)	
MICHAEL L. MASON,	)	The Honorable
	)	Fe Fernandez,
Respondent-Appellant.	)	Judge Presiding.

JUSTICE NEVILLE delivered the judgment of the court.
Presiding Justice Hyman and Justice Pierce concurred in the judgment.

ORDER

¶ 1 ***Held***: A motion to reconsider and vacate a judgment for dissolution of marriage is properly denied (1) where a *nunc pro tunc* order is entered to clarify the maintenance provision in the judgment for dissolution, (2) where the circuit court did not make explicit findings based on the statutory factors delineated in section 504(a) of the Illinois Marriage and Dissolution of Marriage Act, but the basis for the award is established by the record, and (3) where the maintenance provision is not unconscionable because it does not favor one party over the other, because both parties had a meaningful choice, and because the provision was not oppressive or one-sided.

¶ 2 Michael and Tiffany Mason entered into a marital settlement agreement (MSA), which was incorporated into their judgment for dissolution of marriage. Michael filed a motion to

reconsider the judgment and alleged that the parties did not agree on the maintenance payments in the MSA, but alleged that the circuit court determined what the maintenance payments would be, and memorialized its decision in the MSA. He also alleged (i) that the circuit court erroneously entered a *nunc pro tunc* order; (ii) that the maintenance provision was unconscionable; and (iii) that the maintenance provision was not in compliance with section 504 of the Illinois Marriage and Dissolution of Marriage Act (Act) because it failed to make explicit findings based on the factors listed in section 504(a). The circuit court denied Michael's motion to reconsider its judgment for dissolution of marriage.

¶ 3 We find that the circuit court did not err when it entered a *nunc pro tunc* order clarifying the judgment for dissolution of marriage. We also find that the circuit court did not err by failing to make explicit findings. We agree with the circuit court's finding that the MSA was not unconscionable because both parties were represented by counsel when they executed the MSA and the record provides no evidence that the MSA favors one party over the other, was oppressive or one-sided, or that the parties lacked meaningful choice and were under duress. Accordingly, we hold that the circuit court did not abuse its discretion when it denied Michael's motion to reconsider and vacate the judgment for dissolution of marriage.

¶ 4 Background

¶ 5 On October 7, 2000, Tiffany Mason and Michael L. Mason were married. The couple had two children, Chantel Renee Mason, who was born on October 24, 1997, and Michael Lamont Mason, Jr., who was born on May 20, 2001.

¶ 6 On July 24, 2012, Tiffany filed a petition for dissolution of marriage and alleged that irreconcilable differences caused an irretrievable breakdown of the marriage. On April 9,

2013, Tiffany filed a petition for temporary child support and alleged that Michael had not paid any child support for their two children. On May 14, 2013, the circuit court entered an order requiring Michael to begin making biweekly child support payments in the amount of $829.65 on May 15, 2013.

¶ 7 Tiffany filed an affidavit on June 24, 2013, and averred that (i) she did not have sufficient income to pay her current or future attorney's fees; (ii) she would be unable to participate adequately in this litigation without an award directing Michael to pay her attorney's fees; and (iii) Michael had sufficient income and assets to pay her attorney's fees. On June 28, 2013, Tiffany filed a petition for interim and prospective attorney's fees and she alleged that Michael's annual gross income exceeded $90,000, while her gross income was approximately $30,000. Tiffany also alleged that Michael had sufficient financial resources to pay her reasonable temporary attorney's fees in whole or in part pursuant to sections 102 and 501 of the Illinois Marriage and Dissolution of Marriage Act (Act). 750 ILCS 5/102, 5/501 (West 2012).

¶ 8 On September 3, 2013, Michael filed a petition to modify child support in which he (i) attached a pay stub from his employer; (ii) alleged that the child support order entered by the circuit court was erroneous; and (iii) requested that a modified order reflect his actual salary.

¶ 9 On January 28, 2014, the circuit court entered an order that modified the court's May 14, 2013 child support order by reducing Michael's child support payments from $829.65 biweekly to $373.34 weekly. The order provided that the modification would take effect on February 1, 2014.

¶ 10 On April 27, 2015, the circuit court approved the MSA executed by Tiffany and Michael, incorporated the MSA into the judgment, and entered a judgment for dissolution of marriage.

¶ 11 On May 26, 2015, Michael filed a motion to reconsider the maintenance provision in the judgment for dissolution pursuant to section 2-1203 of the Code of Civil Procedure (Code). 735 ILCS 5/2-1203 (West 2014). The maintenance provision in the MSA, Article VIII, provides as follows:

"Maintenance and Pension & Profit Sharing Plans

1. The Husband mutually waives all right or claim against the Wife for permanent maintenance, whether past, present or future.

The Husband will provide Wife a sum of $1,257.35 per month in maintenance from May 1, 2015 to May 1, 2016, which is a figure determined by the court after making findings regarding the Respondent and Petitioner's incomes and after reducing $7,500.00 for contribution Respondent made to the marital asset of the Petitioner's vehicle. On May 1, 2016, the Husband will provide Wife a sum of $1,882.35 per month in maintenance until December 1, 2023, this Court finding that such award is adequate to provide for Wife's own support pursuant to the statutory guidelines of Section 504 of the Illinois Dissolution Marriage Act. Upon a significant change in circumstance, the parties will have the right to petition this Honorable Court, or any court of competent jurisdiction for re-allocation of maintenance. Until a request for a modification of maintenance, the Husband will continue to pay the amount maintenance hereto, plus an additional 6% per annum. The provisions of this

> paragraph shall not be subject to modification in respect whatsoever until December 1, 2023 except in an extreme and/or significant change in circumstances between the parties. A significant change of circumstances is defined as a reduction of gross income of more than 10% of the Respondent's gross income from Respondent's 2014 income."

¶ 12 Michael maintained that Article VIII of the MSA was not in compliance with section 504 of the Act. Michael alleged that (i) Article VIII of the MSA makes no express findings as to any of the factors listed in section 504(a); (ii) the court failed to incorporate its findings and determination as to maintenance within the judgment for dissolution of marriage; (iii) the court failed to show how it calculated the amount of maintenance listed in the MSA; (iv) the court failed to properly apply section 504 when making its determination as to maintenance and including the determination in the MSA; (v) the court failed to reference any of the factors listed in section 504(a) when making its determination regarding maintenance; and (vi) the court failed to provide any reasoning for ordering Michael to pay maintenance, plus an additional six percent per annum. Finally, Michael requested that the court enter an order vacating the April 27, 2015 judgment for dissolution of marriage.

¶ 13 At the conclusion of an August 20, 2015 hearing, Judge Fernandez entered the following order:

> "THE COURT FINDS:
>
> 1. The court's only finding in the 04/27/15 judgment for dissolution of marriage was that the Marital Settlement Agreement terms were not unconscionable.
>
> IT IS SO ORDERED:

1. Respondent's Motion to Reconsider is granted as to all language in the Judgment for Dissolution of Marriage stating that the court made findings as to the propriety of the maintenance amt.
2. Respondent's Motion to Reconsider is denied as to all other issues as the court made no findings other than that regarding the Marital Settlement Agreement not being unconscionable.
3. The Judgment for Dissolution of Marriage shall be modified to remove all references to court findings other than the Marital Settlement Agreement not being unconscionable.[1]
4. Petitioner's counsel shall provide respondent's counsel a copy of the custody judgment, for review, by 08/24/15 at 10:00 a.m.
5. The issue of entry of a Custody Judgment is continued to 08/27/15 at 11:00 a.m. in Room 3008."

¶ 14 On September 18, 2015, Michael filed a timely notice of appeal.

¶ 15 Analysis

¶ 16 In this appeal, Michael maintains that the circuit court erred when it denied his motion to reconsider the provision in the judgment for dissolution of marriage setting the maintenance payments. The Illinois Supreme Court has held that a circuit court's decision to vacate or modify a maintenance award under the Illinois Marriage and Dissolution of Marriage Act will not be disturbed absent an abuse of discretion. *In re Marriage of Logston*, 103 Ill. 2d 266, 287 (1984); *In Re Marriage of Epting*, 2012 IL App (1st) 113727, ¶ 24 (An appellate

[1] We found no judgment for dissolution of marriage containing the modifications made by the court in its August 20, 2015 order.

court will not reverse a circuit court's decision to grant or deny a motion to reconsider unless there was an abuse of discretion). A clear abuse of discretion occurs when the trial court's ruling is arbitrary, fanciful, unreasonable, or where no reasonable person would take the view adopted by the court. *Blum v. Koster*, 235 Ill. 2d 21, 36 (2009).

¶ 17 *Nunc Pro Tunc* Orders

¶ 18 Michael argues that the entry of a *nunc pro tunc* order is limited to correcting clerical errors in the record and, since the record reveals no evidence of any clerical errors, the entry of a *nunc pro tunc* order to amend the judgment for dissolution of marriage is not supported by the evidence. We disagree and note that the *Hirsch* and *Dauderman* courts held that a *nunc pro tunc* order can be entered to correct or clarify an order so that it conforms to the judgment entered by the court. *In Re Marriage of Hirsch*, 135 Ill. App. 3d 945, 954 (1985); *Dauderman v. Dauderman*, 130 Ill. App. 2d 801, 809 (1970).

¶ 19 In *Dauderman*, the circuit court entered a judgment for dissolution, which was drafted by plaintiff's attorney with instructions from the court, and the judgment had a paragraph that included the following language: "[t]hat the defendant is ordered to pay to plaintiff the sum of Four Hundred and no/100 ($400.00) Dollars as alimony." Plaintiff filed a motion to amend the judgment by inserting the words "per month." The circuit court granted the motion and amended its judgment by including the words "per month" immediately following the word "dollars." *Dauderman*, 130 Ill. App. 2d at 808. Defendant appealed contending that the circuit court did not have jurisdiction to amend the decree because the motion to amend was filed more than thirty days after the judgment. *Dauderman*, 130 Ill.

App. 2d at 809. The *Dauderman* court explained its decision affirming the *nunc pro tunc* amendment as follows:

> "[A] court has the inherent power to enter an order *nunc pro tunc* at any time to correct a clerical error or a matter of form. [Citation.] The function of a *nunc pro tunc* order is merely to correct the record of the judgment and not to alter the judgment actually rendered. [Citation.] The law is well settled that a court is powerless to amend its final judgment and thereby correct judicial errors after the term at which it was rendered. It may, however, thereafter, upon notice to parties in interest, by order entered *nunc pro tunc*, amend or correct such judgment when by reason of clerical misprision it does not speak the truth. [Citation.]
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> * * *
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> There can be no doubt that the omission of the words "per month" in the alimony provision of the divorce decree was a clerical error even though it affected the amount of money to be paid under the decree and was signed, as submitted, by the trial judge.
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> * * *
>
> Clerical errors or matters of form are those errors, mistakes or omissions which are not the result of the judicial function. Mistakes of the court are not necessarily judicial errors. The distinction between a clerical error and a judicial one does not depend so much upon the source of the error as upon whether it was the deliberate result of judicial reasoning and determination. [Citation.] This omission was

clearly clerical in nature and was within the power of the court to correct beyond the 30-day period." *Dauderman*, 130 Ill. App. 2d at 809-10.

¶ 20 *In re Marriage of Hirsch* was a case involving Richard and Judith Hirsch, where on January 7, 1982, the circuit court made an oral ruling and directed Richard "to give one hundred fifty thousand dollars ($150,000) to the Heritage Bank for the benefit of Judith Hirsch," and on February 18, 1982, a written judgment for dissolution, prepared by Richard's attorney, memorialized the oral ruling. When the husband refused to pay the $150,000 to Heritage Bank, the guardian of the wife's estate, the bank filed a petition for rule to show cause why the husband should not be held in contempt for his failure to comply with the judgment requiring him to pay $150,000. *Hirsch*, 135 Ill. App. 3d at 950. The husband maintained that he was not required to pay $150,000 because he was entitled to an offset or to deduct the $150,000 from the funds already in his wife's Heritage Bank account. *Hirsch*, 135 Ill. App. 3d at 955. The circuit court disagreed with the husband's interpretation of the February 18, 1982 judgment so to ensure that there was no misunderstanding the court entered the following order *nunc pro tunc*: "Robert A. Hirsch shall pay $150,000 in cash (the award) to Judy Y. Hirsch, a disabled person, by making payment of the Award to the Heritage Standard Bank and Trust Co. … said Award to be in addition to any funds or other property now held by said Guardian." *Hirsch*, 135 Ill. App. 3d at 953. Robert argued that the circuit court did not have jurisdiction to enter the *nunc pro tunc* order because it was entered more than 30 days after the court entered its February 18, 1982, judgment of dissolution. The *Hirsch* court noted (i) that it had the authority to enter a *nunc pro tunc* order at any time to correct a written record of a judgment to conform to the judgment entered by the court; (ii)

that the authority was based upon the right of the court to do justice and to make their records speak the truth; and (iii) that the correction must be based on some note, memorandum or memorial paper remaining in the file or upon the records of the court. *Hirsch*, 135 Ill. App. 3d at 954. The *Hirsch* court found that the circuit court had the authority to enter the *nunc pro tunc* order because it was merely clarifying the February 18, 1982 judgment for dissolution and the error was not based on judicial reasoning. *Hirsch*, 135 Ill. App. 3d at 954.

¶ 21 Here the court made the following findings in the maintenance provision of the MSA in the judgment for dissolution of marriage:

> (i) "The Husband will provide Wife a sum of $1,257.35 per month in maintenance from May 1, 2015 to May 1, 2016, which is a figure determined by the court after making findings regarding the Respondent and Petitioner's incomes;" and
>
> (ii) "[T]he Husband will provide Wife a sum of $1,882.35 per month in maintenance until December 1, 2023, this Court finding that such award is adequate to provide for Wife's own support pursuant to the statutory guidelines of Section 504 of the Illinois Dissolution Marriage Act."

¶ 22 During a hearing on Michael's motion to reconsider, the court modified the judgment for dissolution, in pertinent part, as follows:

(i) "Respondent's Motion to Reconsider is granted as to all language in the Judgment for Dissolution of Marriage stating that the court made findings as to the propriety of the maintenance amt;" and

(ii) "The Judgment for Dissolution of Marriage shall be modified to remove all references to court findings other than the Marital Settlement Agreement not being unconscionable."[2]

¶ 23 In *Dauderman*, the court amended its judgment by adding the words "per month;" in *Hirsch*, the court, to ensure there was no misunderstanding, added the words "said Award to be in addition to any funds or other property now held by the Guardian;" and in this case the court removed "all references to court findings." In *Dauderman*, *Hirsch* and this case an order was entered *nunc pro tunc* to correct the form and clarify the judgment so that it conformed with the judgment in fact rendered by the court. We find, like the *Hirsch* court, that the circuit court in this case based her corrections on the notes or memoranda in her court file. See *Hirsch*, 135 Ill. App. 3d at 954-55. In the three cases, the judgments for dissolution were drafted by the parties' attorneys and the court corrected clerical errors or matters of form in the judgments for dissolution that were not based on judicial reasoning. Accordingly, following *Dauderman* and *Hirsch*, we find that the circuit court did not err by entering a *nunc pro tunc* order that corrected and clarified its judgment more than thirty days after the judgment for dissolution was entered.

¶ 24 Michael relies on *Pagano v. Rand Materials Handling Equipment Co., Inc.*, 249 Ill. App. 3d 995 (1993) to further support his argument that the entry of a *nunc pro tunc* order is not

[2] We found no judgment for dissolution of marriage containing the modifications made by the court in its August 20, 2015 order.

supported by the evidence in this case. In *Pagano*, the court examined the circuit court's June 22, 1990 order that included the following phrase: "that attorneys for plaintiff shall pay to the defendant." *Pagano*, 249 Ill. App. 3d at 998. The Pagano court's *nunc pro tunc* July 19, 1991 order substituted the following phrase: "that attorneys for plaintiff, Susan E. Loggans & Associates, shall pay to the defendant." *Pagano*, 249 Ill. App. 3d at 998. The *Pagano* court found that the circuit court "merely substituted a specific phrase for a descriptive phrase with exactly the same meaning and "exercised proper authority when it entered a *nunc pro tunc* order to clarify the identity of the plaintiff's attorney by adding the words "Susan E. Loggans & Associates". *Pagano*, 249 Ill. App. 3d at 999. Here, like *Pagano*, the circuit court also amended the judgment to clarify and accurately reflect the court's judgment. Therefore, because Illinois case law holds that a court may enter a *nunc pro tunc* order to correct a clerical error or a matter of form in a judgment and because the Mason correction clarified the judgment and did not involve judicial reasoning, we find that Michael's reliance on *Pagano* is misplaced.

¶ 25 The Basis for the Court's Award was Established by the Record

¶ 26 Michael next argues that the circuit court did not properly apply section 504 of the Act because it did not consider all of the factors listed in section 504(a). We review *de novo* the construction and application of the Act. *Blum*, 235 Ill. 2d at 29. Section 504(a) provides that in granting maintenance awards, the circuit court must consider the following relevant factors:

> "(i) income and property of each party; (ii) needs of each party; (iii) present and future earning capacity of each party; (iv) any impairment of the present and

> future earning capacity of the party seeking maintenance; (v) any impairment of the present and future earning capacity of the party against whom maintenance is sought; (vi) time necessary to enable the party seeking maintenance to acquire appropriate education, training, and employment; (vii) standard of living established during the marriage; (viii) duration of marriage; (ix) age and physical and emotional condition of both parties; (x) all sources of public and private income including, without limitation, disability and retirement income; (xi) tax consequences of the property division upon the respective economic circumstances of the parties; (xii) contributions and services by the party seeking maintenance to the education, training, or career of other spouse; (xiii) any valid agreement of the parties; (xiv) and any other factor that the court expressly finds to be just and equitable." 750 ILCS 5/504(a) (West 2012).

¶ 27 Michael maintains that the MSA incorporated in the judgment generally references section 504, but does not include the information required under section 504, such as the duration of the marriage. However, the *Blum* court noted that appellate court decisions have previously held that a trial court is not required to make explicit findings as to the factors it considered when entering a ruling under the Act. *Blum*, 235 Ill. 2d at 37. The *Blum* court agreed with the appellate court that, when the basis for an award of maintenance is established in the record, it is not mandatory that the trial court make explicit findings for each of the statutory factors. *Blum*, 235 Ill. 2d at 38.

¶ 28 Here, the record reveals that the circuit court found that the parties determined what the maintenance award would be and the court's only finding was that the MSA was not

unconscionable. During the pretrial conference, Judge Fernandez provided the parties with the guidelines for maintenance and the parties then negotiated the duration and amount of maintenance payments. The parties included the negotiated amounts and figures in the MSA, which was incorporated into the judgment of dissolution of marriage, and presented to the court. Judge Fernandez determined that while the maintenance payments were not identical to the amounts she determined to be appropriate during the pretrial conference, she found that they did not substantially differ and found that the MSA was not unconscionable. Accordingly, because the record reveals the basis for the maintenance payments in the MSA, the circuit court did not err by failing to make explicit findings for each of the factors in section 504 of the Act.

¶ 29 Next, Michael argues that the parties did not agree on the figures and the amount of the maintenance payments, but argues that the circuit court determined what the maintenance payments would be and memorialized its figures and amounts in the MSA. The interpretation of a marital settlement agreement is reviewed *de novo* as a question of law. *Blum v. Koster*, 235 Ill. 2d 21, 25 (2009). In *Blum*, a husband and wife entered into a marital settlement agreement which was incorporated into the judgment for dissolution of marriage. *Blum*, 235 Ill. 2d at 25. The marital settlement agreement delineated the duration and amount of maintenance payments that the husband was ordered to pay his former wife. *Blum*, 235 Ill. 2d at 25. After the entry of the judgment of dissolution of marriage, the husband filed a petition requesting that the circuit court terminate his obligation to provide maintenance payments to his former wife.

¶ 30 The *Blum* court held that if the parties do not dispute that they agreed on the maintenance payments in their marital settlement agreement, then the terms of the marital settlement agreement are binding on the parties and the court. *Blum*, 235 Ill. 2d at 32; see also 705 ILCS 5/502(b) (West 2004) (The terms of the agreement except those providing for the support, custody and visitation of children, are binding upon the court). The *Blum* court also held that a marital settlement agreement is construed in the same manner as any other contract. *Blum*, 235 Ill. 2d at 33. Illinois case law is clear that one of the acts forming part of the execution of a written contract is its signing and a party's signature indicates mutuality or assent. *Hedlund and Hanley, LCC v. Board of Trustees of Community College Dist. No. 508*, 376 Ill. App. 3d 200, 206 (2007).

¶ 31 Here, we note that Michael and Tiffany were each represented by counsel, both parties signed the MSA, and the MSA was presented to the court. After reviewing the MSA, the circuit court judge entered a judgment for dissolution of marriage and incorporated the MSA into the judgment. We find that Michael made corrections to the MSA, and there is no evidence in the MSA or the record that Michael or his counsel did not agree to the terms of the MSA, made objections to the MSA, or opposed the MSA being incorporated into the judgment. Therefore, because Michael does not dispute that he signed the MSA and there is no evidence in the record that he did not agree to the terms of the MSA, we find that he is bound by the terms of the MSA, including the provision which provides for maintenance payments. *Blum*, 235 Ill. 2d at 32.

¶ 32 Unconscionability

¶ 33 Next, Michael argues that the circuit court erred when it failed to find that the MSA was unconscionable. Illinois case law holds that a marital settlement agreement is unconscionable if there is an absence of a meaningful choice on the part of one of the parties together with contract terms which are unreasonably favorable to the other party or the agreement is totally one-sided or oppressive. *In Re Marriage of Labuz*, 2016 IL App (3d) 140990, ¶¶ 37, 51. To determine whether an agreement is unconscionable, the court must consider two factors: (i) the circumstances and conditions under which the agreement was made; and (ii) the economic circumstances of the parties that result from the agreement. *Labuz*, 2016 IL App (3d) 140990, ¶ 37.

¶ 34 Here, we find that (i) both Michael and Tiffany were represented by counsel at the time they executed the MSA; (ii) both Michael and Tiffany memorialized their changes in the MSA and agreed to the changes by affixing their initials; and (iii) there is no evidence in the record suggesting that either party was under duress when signing the MSA. Therefore, because Michael had an opportunity to confer with counsel before executing the MSA, and there is no evidence in the record that he was under duress, we find that he had a meaningful choice, and the circuit court did not err when it found that the MSA was not unconscionable.

¶ 35 Michael relies heavily on the case of *In Re Marriage of Bielawski*, 328 Ill. App. 3d 243 (2002) to support his position that the MSA is unconscionable because, in his opinion, there was no reason for Tiffany to be awarded half of the parties' assets and child support, and for her maintenance payments to be above the statutory guidelines. We find that Michael's reliance on *Bielawski* is misplaced because in that case the court found that the fact that an

agreement favors one party over another does not make it unconscionable. Moreover, where parties represented by counsel enter into an agreement on the amount of their maintenance payments, we are reluctant to find that a negotiated agreement with each party getting 50% of the martial assets favors one party over the other. See *Blum*, 235 Ill. 2d at 37; *In Re Marriage of Bielawski*, 328 Ill. App. 3d at 251. Furthermore, in *In Re Marriage of Labuz*, the court found that a party may contract to do more than the law requires of him and held that the fact that a party agreed to pay substantially more than the statutory minimum for child support does not render the agreement unconscionable. See *In Re Marriage of Labuz*, 2016 IL App (3d) 140990, ¶ 51 (2016). Therefore, because Michael agreed to the maintenance payments delineated in the MSA, the fact that Michael's payments may be above the statutory guidelines does not make the MSA unconscionable.

¶ 36 Michael also cites *In Re Marriage of Callahan*, 2013 IL App (1st) 113751, ¶ 20 (2013) and *In Re Marriage of Johnson*, 339 Ill. App. 3d 237, 242 (2003) to support his position that in certain instances an agreement may be so one-sided or oppressive that it can be found to be unconscionable even without taking into account the conditions under which the agreement was made or whether the complaining party had a meaningful choice. We find *Callahan* is readily distinguishable because in that case the agreement was one-sided and oppressive and there was undisputed evidence that the marital settlement agreement was procured by fraud. *Callahan*, 2013 IL App (1st) 113751, ¶ 24. There is no evidence in this record that Michael or Tiffany made misrepresentations of material facts during the execution of the MSA and the agreement is not one-sided or oppressive. The *Johnson* case is also distinguishable because the court in that case found that the wife and her attorney

withheld information from the court and the settlement agreement's terms would leave the husband in poverty. Here, there is no evidence in the record, nor is Michael arguing, that his wife withheld information from the court or that the MSA's terms would leave him in poverty. Therefore, Michael's reliance on these cases is misplaced.

¶ 37 Motion to Reconsider

¶ 38 Finally, Michael asked the circuit court to reconsider and to vacate the maintenance provision in its judgment for dissolution of marriage. We find (i) that the circuit court did not err when it amended the judgment for dissolution *nunc pro tunc* to clarify clerical errors; (ii) that the parties agreed on what the maintenance payments would be so Michael is bound by the terms of the MSA; and (iii) the MSA was not unconscionable because Michael had meaningful choice and the agreement was not totally one-sided or oppressive. Therefore, we find that the circuit court did not abuse its discretion when it denied Michael's motion to reconsider the maintenance provision in the judgment for dissolution of marriage, and we hold that the circuit court did not err when it denied Michael's motion to reconsider.

¶ 39 Conclusion

¶ 40 After reviewing the record, we find that the circuit court's decision to deny Michael's motion to reconsider the judgment of dissolution was not arbitrary or fanciful nor could it be said that no reasonable person would adopt the view taken by the circuit court. Accordingly, we affirm the circuit court's decision.

¶ 41 Affirmed.