2017 IL App (1st) 152767-U

FIFTH DIVISION
August 25, 2017

No. 1-15-2767

IN THE APPELLATE COURT
OF ILLINOIS
FIRST JUDICIAL DISTRICT

KIMBERELY HOWARD,	)	Appeal from the
	)	Circuit Court of
Petitioner-Appellee,	)	Cook County
	)	
v.	)	No. 08 D 3873
	)	
ANDRE HOWARD,	)	Honorable
	)	Mark Joseph Lopez,
Respondent-Appellant.	)	Judge Presiding.

JUSTICE REYES delivered the judgment of the court.
Justices Hall and Lampkin concurred in the judgment.

ORDER

¶ 1 *Held*: Affirming the judgment of the circuit court entering memoranda of judgments where attorney fees owed to law firm representing former wife were nondischargeable in bankruptcy.

¶ 2 As part of the judgment for dissolution of their marriage, the circuit court of Cook County ordered Andre Howard (Andre) to pay $130,000 in attorney fees to Barclay, Dixon & Smith, P.C., n/k/a The Barclay Law Group, P.C. (Barclay), the law firm which had represented Kimberely Howard, a/k/a Kimberely Barnes (Kimberely) in the dissolution proceedings. After Andre subsequently filed for bankruptcy, Kimberely filed a petition for rule to show cause against him based on his noncompliance with portions of the judgment, including his failure to pay Barclay. The circuit court ordered Andre to pay an additional $20,000 to Barclay for

attorney fees incurred in connection with the petition for rule to show cause. On appeal, Andre contends that the circuit court erred in entering memoranda of judgments against him in the amounts of $130,000 and $20,000 because such obligations were discharged in bankruptcy. Barclay[1] asserts that the fees constitute a nondischargeable "domestic support obligation" pursuant to section 523(a)(5) of the United States Bankruptcy Code (the Bankruptcy Code) (11 U.S.C. § 523(a)(5)) or were otherwise nondischargeable under section 523(a)(15) of the Bankruptcy Code (11 U.S.C. § 523(a)(15)), which addresses divorce-related debts other than domestic support obligations. For the reasons discussed below, we affirm.

¶ 3 BACKGROUND

¶ 4 Andre and Kimberely married in 2003 and did not have any children together. Kimberely initiated dissolution proceedings in 2008. After a lengthy trial, the circuit court entered a judgment for dissolution of marriage (the dissolution order) on October 13, 2011. The dissolution order provided, in part, that Kimberely was awarded $650,000 for her interest in certain business interests and real properties other than the marital residence. Andre was ordered to liquidate his accounts with American Century, Wells Fargo, and Janus Investments, and tender payment of $200,000 within 21 days. The remaining $450,000 was ordered to be paid in monthly installments over a seven-year period. The dissolution order further provided that Kimberely was capable of supporting herself without contribution from Andre and thus barred her from pursuing any claim against him for "maintenance/alimony" or spousal support.

¶ 5 The circuit court noted that Kimberely had filed a petition for contribution to attorney fees and that she had incurred a balance of approximately $130,000 in attorney fees. The dissolution order directed Andre to immediately liquidate his accounts with American Century,

[1] Although Kimberely is technically the appellee, we primarily refer to Barclay herein, for purposes of clarity and simplicity.

Wells Fargo, and Janus Investments to pay $130,000 to Barclay within seven days.

¶ 6 Andre filed a motion to vacate or reconsider the dissolution order pursuant to section 2-1203 of the Code of Civil Procedure (735 ILCS 5/2-1203 (West 2010)). Prior to the hearing on his motion, Andre filed a Chapter 11 bankruptcy petition in the United States Bankruptcy Court for the Northern District of Illinois on November 8, 2011. The bankruptcy court subsequently entered an order lifting the automatic stay (see 11 U.S.C. § 362) to permit the dissolution proceedings to continue. Kimberely filed a proof of claim in the bankruptcy case, asserting a secured claim against Andre in the amount of "$650,000 plus unknown."

¶ 7 After the circuit court denied Andre's motion to vacate the dissolution order, Andre filed an appeal wherein he challenged various provisions of the dissolution order. We denied his motion to stay the enforcement of the judgment pending appeal.

¶ 8 Shortly after the denial of the motion to vacate, Kimberely filed a petition for rule to show cause in the circuit court alleging, in part, that Andre willfully refused to fully comply with the dissolution order, including the payment of $130,000 to Barclay. The circuit court entered a contempt order which directed Andre to liquidate the three accounts and pay the proceeds to Kimberely as a partial purge of the contempt. Andre was also ordered to immediately satisfy the legal fees owed to Barclay, and the firm was granted leave to file a fee petition pursuant to section 508(b) of the Illinois Marriage and Dissolution of Marriage Act (IMDMA) (750 ILCS 5/508(b) (West 2012)). In a subsequent order, the circuit court noted that approximately $147,000 had been tendered by Andre in partial satisfaction of the $200,000 obligation set forth in the dissolution order.

¶ 9 Andre listed Kimberely as a creditor with disputed secured and unsecured claims in his amended bankruptcy schedules. The scheduled $800,000 unsecured claim was described as a

"[c]laim for property settlement and attorney fees in domestic relations case[.]" Andre was ultimately granted a discharge in his bankruptcy – which had been converted from Chapter 11 (reorganization) to Chapter 7 (liquidation) – on October 23, 2012. The circuit court granted Kimberely's petition for section 508(b) fees in the amount of $20,000 in March 2013.

¶ 10 On September 30, 2013, this Court issued an unpublished Rule 23 decision addressing various issues raised in Andre's appeal from the dissolution order. *Howard v. Howard*, 2013 IL App (1st) 121354-U. We held, in part, that the circuit court did not abuse its discretion in its award of attorney fees in the amount of $130,000. We further concluded, however, that the provisions of the dissolution order requiring the satisfaction of both the $200,000 and the $130,000 obligations through the liquidation of the American Century, Wells Fargo, and Janus accounts were "contradictory."[2] We also vacated the portions of the dissolution order directing the liquidation of the accounts and remanded for the circuit court to correct certain clerical errors and determine the appropriate payments to Kimberely and Barclay.

¶ 11 On April 24, 2015, Barclay filed a motion for memoranda of judgments regarding the awards of $130,000 and $20,000. On May 1, 2015, the circuit court granted Barclay's motion as to the $20,000, entered a memorandum of judgment, and continued the motion as to the $130,000. Andre admitted that he had been directed to pay $130,000 to Barclay but denied that it was pursuant to any "judgment" entered in favor of Barclay. Citing section 523(a)(5) of the Bankruptcy Code, Andre contended that the attorney fee obligation had been discharged in bankruptcy. According to Barclay, the $130,000 debt was not discharged because the firm was not included as a creditor on Andre's bankruptcy schedules and had not received notice of the bankruptcy. Barclay also argued the award of attorney fees to a debtor's ex-spouse is "in the nature of support and not dischargeable in bankruptcy."

[2] According to the dissolution order, the three accounts had a combined value of $171,958.30.

¶ 12 On September 15, 2015, the circuit court entered an order finding that, under the plain language of section 523 of the Bankruptcy Code and the ruling in *In re Papi*, 427 B.R. 457 (Bankr. N.D. Ill. 2010), the fees awarded to Barclay "are exempt from discharge in the bankruptcy case filed by Andre." The circuit court thus entered a memorandum of judgment in the amount of $130,000 against Andre on September 15, 2015. Although there is no express reference to Rule 304(a), the order granting the motion for memorandum of judgment provides that it is "final and appealable." Andre filed the instant appeal on September 28, 2015.

¶ 13 ANALYSIS

¶ 14 Andre challenges two memoranda of judgments entered by the circuit court against him and in favor of Barclay, representing (a) $130,000 in attorney fees awarded in the dissolution order, and (b) $20,000 in attorney fees awarded pursuant to section 508(b), due to Andre's failure to fully comply with the dissolution order. Andre contends that the circuit court erred in granting Barclay's motion for memoranda of judgments when his bankruptcy proceedings were completed.

¶ 15 Although not raised by the parties, we initially express our concern regarding the possible lack of action after our decision in Andre's earlier appeal. The decision provided, in part: "The case is remanded for the trial court to correct the clerical errors in the judgment and determine appropriate payments to [Kimberely] and her counsel." *Howard*, 2013 IL App (1st) 121354-U, ¶ 90. Neither the record nor the briefs herein make clear whether such steps occurred. While we recognize that events during the pendency of the prior appeal may have effectively eliminated the need for certain actions, we nevertheless caution the parties to neither waste the resources of this Court nor ignore its directives. See, *e.g.*, *Quincy School District No. 172 v. Illinois Educational Labor Relations Bd.*, 366 Ill. App. 3d 1205, 1209 (2006) (providing that the

directions of the reviewing court must be followed exactly on remand). We now turn to the merits of this appeal.

¶ 16 The dissolution order directed Andre to pay $130,000 to Barclay, representing the balance of Kimberely's attorney fees. Section 508(a) of the IMDMA provides, in part: "The court from time to time, after due notice and hearing, and after considering the financial resources of the parties, may order any party to pay a reasonable amount for his own or the other party's costs and attorney's fees." 750 ILCS 5/508(a) (West 2010). "In enacting section 508 of the [IMDMA], the legislature abrogated the 'American Rule' in dissolution proceedings so that a spouse with greater financial resources would not have an unfair advantage." *Crouch v. Smick*, 2016 IL App (5th) 150222, ¶ 25.

¶ 17 After Andre failed to comply with various provisions of the dissolution order – including the payment of the $130,000 to Barclay – the circuit court ordered him to pay an additional $20,000 to Barclay pursuant to section 508(b) of the IMDMA. Section 508(b) provides, in part, that "[i]n every proceeding for the enforcement of an order or judgment when the court finds that the failure to comply with the order or judgment was without compelling cause or justification, the court shall order the party against whom the proceeding is brought to pay promptly the costs and reasonable attorney's fees of the prevailing party." 750 ILCS 5/508(b) (West 2012).

¶ 18 Andre contends that both the $130,000 and $20,000 obligations were discharged in his Chapter 11 bankruptcy. Despite his repeated references to his Chapter 11 case, we note that Andre's Chapter 11 case was converted to a Chapter 7 case, and his discharge was granted under section 727 of the Bankruptcy Code. Section 727 provides, in part: "Except as provided in section 523 of this title, a discharge under subsection (a) of this section discharges the debtor from all debts that arose before the date of the order for relief under this chapter[.]" 11 U.S.C. §

727(b).

¶ 19 Section 523 of the Bankruptcy Code identifies debts that are excepted from discharge in bankruptcy. *In re Marriage of Adamson and Cosner*, 308 Ill. App. 3d 759, 768 (1999). For purposes of this appeal, we must consider two of the exceptions to discharge: section 523(a)(5), which addresses domestic support obligations, and section 523(a)(15), which addresses divorce-related obligations other than domestic support obligations. 11 U.S.C. §§ 523(a)(5), (a)(15). We begin our analysis with certain basic principles governing dischargeability.

¶ 20 The issue of nondischargeability is a matter of federal law governed by the terms of the Bankruptcy Code. *Grogan v. Garner*, 498 U.S. 279, 284 (1991). See also *Marriage of Adamson and Cosner*, 308 Ill. App. 3d at 768 (stating that the dischargeability of a debt is "a matter of federal law, but state law may be used to develop federal standards"). The party objecting to the discharge of a debt has the burden of proof by a preponderance of the evidence. *Grogan*, 498 U.S. at 291. State courts generally have concurrent jurisdiction with bankruptcy courts to determine whether or not a debt is dischargeable in bankruptcy pursuant to section 523. *Eden v. Robert A. Chapski, Ltd.*, 405 F.3d 582, 586 (7th Cir. 2005). We will not reverse the circuit court's determination regarding dischargeability unless it is against the manifest weight of the evidence. *Marriage of Adamson and Cosner*, 308 Ill. App. 3d at 768. Even if we were to consider the issues herein to be matters of statutory interpretation subject to *de novo* review (*e.g.*, *Brunton v. Kruger*, 2015 IL 117663, ¶ 24), we would reach the same result.

¶ 21 Andre suggests that the alleged failure of Kimberely or Barclay to pursue the attorney fee claim in his bankruptcy proceedings effectively resulted in the abandonment of such claim. The failure to file a proof of claim, however, does not prevent a creditor holding a nondischargeable debt from collecting outside of bankruptcy. See *In re Bolton*, 2010 WL 3636157, at *2 (Bankr.

E.D.N.C. Sept. 13, 2010) (stating "[s]ince plaintiff's debt to defendant falls within § 523(a)(15) as a debt owed to a former spouse in connection with a divorce decree and is nondischargeable, there is no need for defendant to file a proof of claim to later collect"); *In re Gallick*, 292 B.R. 830, 831 (Bankr. W.D. Pa. 2003) (noting the failure to file a proof of claim precludes a creditor from participating in the distribution from the debtor's estate but does not affect the dischargeability of the debt).

¶ 22 Andre also argues that Kimberely did not file an adversary complaint against him regarding the fees, *i.e.*, a separate lawsuit filed in the bankruptcy court. An adversary proceeding was not required, however, in order for the debts at issue herein to be excepted from discharge. But see 11 U.S.C. § 523(c); Fed. R. Bankr. P. 4007 (requiring the debtor to file a complaint in the bankruptcy court to determine the dischargeability of certain fraud-related debts).

¶ 23 A fundamental premise of Andre's arguments on appeal is that the order granting his discharge, entered by the bankruptcy court on October 23, 2012, had the effect of discharging the attorney fee claims. The discharge order itself suggests otherwise. For example, the back side of the order sets forth an illustrative list of "[s]ome of the common types of debts which are <u>not</u> discharged in a chapter 7 bankruptcy case." (Emphasis in original.) The non-exhaustive list includes domestic support obligations, which are discussed below. A creditor can wait until after the debtor has been discharged from bankruptcy to litigate the dischargeability of the debt owed to the creditor. See *Eden*, 405 F.3d at 587.

¶ 24 Exceptions to discharge "are generally construed strictly against a creditor and liberally in favor of the debtor." *In re Bearden*, 330 B.R. 214, 222 (Bankr. N.D. Ill. 2005). Courts have consistently recognized, however, that exceptions from discharge for spousal and child support warrant a more liberal construction. *In re Kline*, 65 F.3d 749, 750-51 (8th Cir. 1995); *Bearden*,

330 B.R. at 222. See also *In re Kelly*, 549 B.R. 275, 281 (Bankr. D.N.M. 2016) (noting that the exception to discharge in section 523(a)(15) "expands the range of marital obligations beyond those covered by § 523(a)(5)" and "is construed more liberally than other exceptions to discharge found under § 523(a)"); See also *In re McLain*, 533 B.R. 735, 741 (Bankr. C.D. Ill. 2015) (noting that "the policy underlying section 523(a)(5) and (a)(15) favors the enforcement of familial obligation over a fresh start for the debtor"). With the foregoing principles in mind, we examine the particular exceptions to discharge at issue herein, starting with the $130,000 obligation.

¶ 25 Section 523(a)(5) of the Bankruptcy Code provides that a discharge under section 727 does not discharge an individual debtor from any debt "for a domestic support obligation." 11 U.S.C. § 523(a)(5). "[D]omestic support obligation" is defined in section 101 of the Bankruptcy Code as follows:

> "(14A) The term 'domestic support obligation' means a debt that accrues before, on, or after the date of the order for relief in a case under this title, including interest that accrues on that debt as provided under applicable nonbankruptcy law notwithstanding any other provision of this title, that is--
>
> (A) owed to or recoverable by--
>
> (i) a spouse, former spouse, or child of the debtor or such child's parent, legal guardian, or responsible relative; or
>
> (ii) a governmental unit;
>
> (B) in the nature of alimony, maintenance, or support (including assistance provided by a governmental unit) of such spouse, former spouse, or child of the debtor or such child's parent, without regard to whether such debt is expressly so designated;

(C) established or subject to establishment before, on, or after the date of the order for relief in a case under this title, by reason of applicable provisions of--

(i) a separation agreement, divorce decree, or property settlement agreement;

(ii) an order of a court of record; or

(iii) a determination made in accordance with applicable nonbankruptcy law by a governmental unit; and

(D) not assigned to a nongovernmental entity, unless that obligation is assigned voluntarily by the spouse, former spouse, child of the debtor, or such child's parent, legal guardian, or responsible relative for the purpose of collecting the debt." 11 U.S.C. § 101(a)(14).

Andre contends that the attorney fee debt is not "in the nature of alimony, maintenance, or support" and was not "owed to or recoverable by" his former spouse, Kimberely.

¶ 26 In analyzing whether a debt is "in the nature of alimony, maintenance, or support," bankruptcy courts attempt to ascertain the meaning of the judgment, which is primarily a question of the intent of the parties and/or the state court judge. *McLain*, 533 B.R. at 740. "To discern intent, courts look to a range of factors, including the language used in the judgment or agreement and whether the award seems designed to assuage need, as discerned from the structure of the award and the financial circumstances of the recipient." *Id.* at 740-41.

¶ 27 We recognize that Kimberely was awarded temporary maintenance during the dissolution proceedings and Barclay generated legal fees in connection with Andre's attempts to reduce or terminate such maintenance. We further recognize that the award of attorney fees pursuant to

section 508 of the IMDMA may implicitly reflect Andre's greater financial resources. See *Crouch*, 2016 IL App (5th) 150222, ¶ 25. The evidence herein suggests, however, that the award of $130,000 in attorney fees in the dissolution order may have been intended to be part of the property settlement. The dissolution order provides, in part, that each party was able-bodied and capable of supporting themselves without contribution from the other. The dissolution order expressly bars both Kimberely and Andre from pursuing any claim for "maintenance/alimony" or spousal support. It is at least arguable that the attorney fee award was not intended to assuage need, but instead represented another element of the property division. But see *McLain*, 533 B.R. at 741 (noting that a "determination that an obligation is, in substance, part of a property settlement does not preclude a finding that it was in the nature of support for [domestic support obligation] purposes"). We however need not resolve whether the $130,000 debt constitutes a domestic support obligation if the debt is otherwise nondischargeable under section 523(a)(15) of the Bankruptcy Code.

¶ 28 Before the enactment of section 523(a)(15) in 1994, nonsupport family law debts – including debts arising from property division – could be discharged in bankruptcy. Section 523(a)(15) was enacted to provide for the nondischargeability of divorce-related debts other than domestic support obligations. *Cavagnetto v. Stoltz*, 2013 WL 5926124, at *4 (N.D. Ill. Nov. 4, 2013). See also *In re Mitchell*, 2013 WL 2422694, at *3 (Bankr. N.D. Ill.) (noting that "[s]ubsection (15) was added to the Bankruptcy Code in 1994 because § 523(a)(5) was too narrow to cover many divorce-related debts"). Under the original version of section 523(a)(15), however, a court was required to determine if the debtor had the ability to repay the obligation and whether discharge of the debt would yield a benefit to the debtor outweighing the detriment to the former spouse. See *In re Hying*, 477 B.R. 731, 735 (Bankr. E.D. Wisc. 2012). There was

thus an "exception to the exception," depending on the relative financial positions of the parties.

¶ 29 The Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (BAPCPA) amended section 523(a)(15) to eliminate the "ability to pay" and "benefit/detriment" limitations, "reflecting Congressional intent to bring as many divorce-related debts as possible under § 523." *Mitchell*, 2013 WL 2422694, at *3.[3] Under BAPCPA, all debts owed to the former spouse are nondischargeable regardless of the benefit to the debtor or the debtor's ability to pay. *Hying*, 477 B.R. at 735.

¶ 30 The applicable version of section 523(a)(15) provides that a discharge under section 727 of the Bankruptcy Code does not discharge an individual debtor from any debt "to a spouse, former spouse, or child of the debtor and not of the kind described in paragraph (5) that is incurred by the debtor in the course of a divorce or separation or in connection with a separation agreement, divorce decree or other order of a court of record, or a determination made in accordance with State or territorial law by a governmental unit." 11 U.S.C. § 523(a)(15). Nondischargeability under § 523(a)(15) thus "requires proof of the existence of a debt that is: 1) owed to a spouse, former spouse, or child of the debtor; 2) incurred in connection with a separation agreement, divorce decree, or other order of a court; and 3) not of a kind found in § 523(a)(5)." *Kelly*, 549 B.R. at 281.

¶ 31 The obligation to pay the $130,000 was incurred by Andre in connection with a divorce decree. Andre has taken the position that the debt does not constitute a "domestic support obligation" under section 523(a)(5) of the Bankruptcy Code. The sole element of section 523(a)(15) at issue is whether the debt is to Andre's "spouse or former spouse."

¶ 32 The critical question is thus whether Andre's obligation to pay the $130,000 attorney fee

[3] The appellee brief cites *In re Matter of Crosswhite*, 148 F.3d 879, 884-85 (7th Cir. 1998) regarding the "ability to pay" and "detriment" tests. As noted herein, such tests are no longer part of section 523(a)(15) of the Bankruptcy Code.

amount directly to Barclay causes the debt to fall outside of either the section 523(a)(5) or section 523(a)(15) exceptions to discharge. See *In re Johnson*, 2012 WL 2835462, at *2 (Bankr. C.D. Ill. July 10, 2012). If read literally, both provisions apply to debts to a spouse, former spouse, or child of the debtor. 11 U.S.C. §§ 523(a)(5), (a)(15). The majority of courts, however, "have not interpreted the statute literally, looking instead to the nature of the debt and not to whom the debt is owed." *Johnson*, 2012 WL 2835462, at *2. Accord *Papi*, 427 B.R. at 463. Most courts have determined that awards of attorney fees incurred by a former spouse in dissolution proceedings are nondischargeable, notwithstanding a provision that the fees be paid directly to the attorney. *Id.*; *In re Koscielski*, 2011 WL 338634, at *1 (Bankr. N.D. Ill. Jan. 31, 2011). Accord *Mitchell*, 2013 WL 2422694, at *4 (noting that "a non-debtor spouse's attorney's fees awarded directly to the attorney satisfy the requirement in § 523(a)(15) that the debt be 'to a spouse, former spouse, or child of the debtor' "); *In re Fricke*, 2010 WL 5475808, at *3 (Bankr. N.D. Ill. Dec. 30, 2010) (concluding that attorney fees owed to former spouse's attorney were nondischargeable under section 523(a)(5)); *Bearden*, 330 B.R. at 222 (noting "[t]he rationale is that while attorneys' fees are not directly payable to the spouse, former spouse, or child they may nevertheless constitute part of the underlying alimony, maintenance, or support obligation" under section 523(a)(5)).

¶ 33 Andre acknowledges that the dissolution order directed him to pay $130,000 as contribution but contends that "[n]owhere in the Judgment does it state that if [Andre] does not pay his contribution amount, [Kimberely] will become liable." We reject his contention. The findings of fact in the dissolution order provide that Kimberely "filed a Petition for Contribution to Attorney's Fees and that *she has incurred a balance of approximately $130,000* in attorney's fees." (Emphasis added.) Nothing in the dissolution order indicates that Kimberely is no longer

liable to Barclay for the amount of attorney fees which Andre is obligated to pay or that her liability will be absolved if he fails to meet his obligation. *E.g.*, *Johnson*, 2012 WL 2835462, at *2; *Koscielski*, 2011 WL 338634, at *2.

¶ 34 Even if Kimberely was contractually discharged from her obligation, Barclay could potentially seek to collect from her under a *quantum meruit* theory. See *Mitchell*, 2013 WL 2422694, at *4. See also *Kline*, 65 F.3d at 752. If Andre is allowed to discharge his indebtedness to Barclay, the obligation is likely to shift back to Kimberely, "which is exactly what §§ 523(a)(5) and (a)(15) are intended to prevent." *Mitchell*, 2013 WL 2422694, at *4.

¶ 35 Citing *In re Rios*, 901 F.2d 71, 72 (7th Cir. 1990), Andre further contends that "[a]s a legal matter, an ordinary lawyer's bill is no better than a grocer's bill." The facts of *Rios*, however, are substantially different from the instant case. After her former client in a child support matter filed for bankruptcy, the attorney in *Rios* filed a complaint to except her unpaid legal fees from discharge under section 523(a)(5). *Id.* at 71. The bankruptcy court denied the complaint, and the district court and Seventh Circuit Court of Appeals affirmed. *Id.* The Seventh Circuit noted, in part, that the requirement of section 523(a)(5) – that the debt is owed to a spouse, a former spouse, or child of the debtor – "cannot stretch to cover fees for an attorney hired by the debtor." *Id.* at 72. The Seventh Circuit further observed that the attorney "cannot point to any court order as § 523(a)(5) requires." *Id.* Given that a court order created the $130,000 obligation in the instant case – and the fees at issue are owed to Kimberely's attorneys, not Andre's attorneys – his reliance on *Rios* is misplaced.

¶ 36 In sum, by enacting sections 523(a)(5) and (a)(15), "Congress has made a policy choice that favors the enforcement of obligations to former spouses from a dissolution of a marriage over the debtor's fresh start." *Kelly*, 549 B.R. at 278-79. "Generally, either the debt constitutes

a domestic support obligation and is, therefore, non-dischargeable under § 523(a)(5); or, the debt does not qualify as a domestic support obligation, but arises from a separation agreement or divorce decree, or arises as a result of a court order entered in connection with a divorce proceeding, and is consequently non-dischargeable under § 523(a)(15)." *Id*. See also *In re Golio*, 393 B.R. 56, 61 (Bankr. E.D.N.Y. 2008) (providing that the enactment of section 523(a)(15) and the increase in the scope of the discharge exception effected by the 2005 amendments "expresses Congress's recognition that the economic protection of spouses and children under state law is no longer accomplished solely through the traditional mechanism of support and alimony payments"). Sections 523(a)(5) and (a)(15) "work in tandem to render nearly all debts owing to a former spouse arising out of a dissolution of marriage proceeding non-dischargeable in a Chapter 7 bankruptcy case." *Kelly*, 549 B.R. at 279.

¶ 37 In the instant case, the $130,000 debt either qualifies as a "domestic support obligation" which is nondischargeable under section 523(a)(5), or constitutes another type of divorce-related obligation which is nondischargeable under section 523(a)(15). The circuit court therefore did not err in entering a memorandum of judgment with respect to the $130,000 debt.

¶ 38 As to the attorney fee obligation pursuant to section 508(b), the circuit court entered an order on May 1, 2015, granting Barclay's motion for memoranda of judgments with respect to the $20,000 obligation. The court entered a memorandum of judgment in the amount of $20,000 on that date and continued the matter with respect to the $130,000 debt. Andre contends on appeal that the $20,000 debt was discharged.

¶ 39 As Barclay correctly observes, the notice of appeal filed by Andre solely references the circuit court order entered on September 15, 2015. On that date, the circuit court granted Barclay's motion for a memorandum of judgment in the amount of $130,000, and entered a

memorandum of judgment in such amount. The notice of appeal makes no reference to the prior orders relating to the $20,000 amount. Barclay thus contends that we "should not consider Andre's argument on this issue." Without legal support, Andre replies that such argument was not waived because his "appeal contains arguments" regarding both the $130,000 and $20,000 obligations.

¶ 40 " 'A notice of appeal confers jurisdiction on a court of review to consider only the judgments or parts of judgments specified in the notice of appeal.' " *In re Parentage of I.I.*, 2016 IL App (1st) 160071, ¶ 28. See also Ill. S. Ct. R. 303(b)(2) (eff. Jan. 1, 2015) (requiring a notice of appeal to "specify the judgment or part thereof or other orders appealed from"). Although we recognize that "there is an exception for those orders that are a necessary step in the procedural progression leading to the judgment specified in the notice of appeal" (*Parentage of I.I.*, 2016 IL App (1st) 160071, ¶ 28), such exception does not appear applicable herein. Even if we were to reach the merits, courts have held that attorney fees awarded in connection with a post-dissolution contempt proceeding are nondischargeable. *E.g.*, *Cavagnetto*, 2013 WL 5926124, at *4. See also *Koscielski*, 2011 WL 338634, at *1 (finding that attorney fees related to a contempt finding for noncompliance with a marital settlement and dissolution order were nondischargeable under section 523(a)(15)).

¶ 41 In conclusion, for the reasons stated above, the circuit court did not err in granting Barclay's motion and entering memoranda of judgments in the amounts of $130,000 and $20,000 in its favor and against Andre.

¶ 42 CONCLUSION

¶ 43 The judgment of the circuit court of Cook County is affirmed in its entirety.

¶ 44 Affirmed.