No. 2—10—0009
Order filed June 3, 2011

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

In re MARRIAGE OF SHARON FLOOD,	)	Appeal from the Circuit Court of Du Page County.
Petitioner-Appellee and Cross-Appellant,	)	
and	)	No. 03—D—1318
BRIAN FLOOD,	)	Honorable Elizabeth W. Sexton
Respondent-Appellant and Cross-Appellee	)	James J. Konetski, Judges, Presiding.

JUSTICE BURKE delivered the judgment of the court.
Justices McLaren and Bowman concurred in the judgment.

ORDER

Held: Husband demonstrated *prima facie* reversible error where the two trial judges (1) rejected the divorcing parties' settlement agreement to distribute stock in the family-owned business, (2) granted the wife's prior attorneys a turnover order to satisfy a judgment against her for attorney fees, and (3) distributed marital assets contrary to the parties' intent and for the benefit of the judgment creditor attorneys. In light of the attorneys' failure to participate in appeal, the reviewing court may reverse the judgment and remand the cause for the reconsideration of the parties' proposed settlement agreement.

The trial court dissolved the marriage between petitioner, Sharon Flood, and respondent, Brian Flood; and the judgment included a valuation and distribution of stock in the family-owned business, Flood Brothers Disposal Company (Flood Brothers). Upon reconsideration, the trial court found that Brian owned Flood Brothers stock worth $547,768. The court awarded Brian the stock and directed him to pay Sharon a lump sum of $273,884, which represents a one-half interest. The court also awarded Sharon $70,000 per year in permanent maintenance. Brian appealed, and we held that the trial court's valuation and distribution of Brian's interest in Flood Brothers was an abuse of discretion; and we reversed the judgment and remanded the cause for the court to re-evaluate the value of the stock, distribute that interest equitably, and re-evaluate the maintenance award if necessary. *In re Marriage of Flood*, 2—06—0783 (Ill. App. Dec. 4, 2007) (*Flood I*).

On remand, Brian and Sharon submitted an agreed order that proposed to settle the case. Among other things, the agreement provides that Sharon would waive any interest in Brian's Flood Brothers stock, and in exchange, Brian would pay Sharon rehabilitative maintenance in the amount of $5,000 per month for 144 months and pay certain costs associated with the parties' six children. The agreement also states that each party would be responsible for his or her own attorney fees and costs without contribution from the other spouse.

Under the proposed settlement, Sharon would not receive a lump sum payment for an interest she might have in Brian's Flood Brothers stock, and she would receive lesser and fewer maintenance payments. The Law Offices of William J. Stogsdill, Jr., P.C., ("Stogsdill"), who had represented Sharon throughout the dissolution proceedings, objected to the proposed agreement on the ground that it diminished Sharon's financial position. Earlier in the proceedings, Stogsdill had obtained a $171,910 judgment against Sharon for attorney fees, and Stogsdill argued that the parties' proposed

agreement would make it difficult for them to collect. Stogsdill invoked section 2—1402 of the Code of Civil Procedure (Code) (735 ILCS 5/2—1402 (West 2008)), to initiate supplemental proceedings to discover Sharon's assets, and apply those assets to satisfy the judgment. Aware that Judge Sexton was re-evaluating the marital estate on remand from this court, Judge Konetski rejected the proposed settlement agreement.

In an opinion letter, Judge Sexton reaffirmed her valuation and distribution of the Flood Brothers stock, she set forth factual findings in support of the decision, and she ruled that the disposition of martial property and award of maintenance would stand. Judge Konetski granted Stogsdill's motion for a turnover order against Sharon.

Brian and Sharon have filed an appeal and cross-appeal, respectively, to challenge the turnover order entered in favor of Stogsdill. Brian argues that (1) Judge Konetski erred in refusing to enter the agreed order and in granting the motion for turnover under section 2—1402 and (2) Judge Sexton did not follow this court's mandate to re-evaluate the valuation and distribution of the stock and to award different maintenance.

We reverse the turnover order and remand the cause for the circuit court to reconsider the agreed order because (1) Stogsdill has failed to file an appellee's brief in this appeal and (2) Brian has demonstrated *prima facie* reversible error that is supported by the record. See *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976). Based on the evidence, the attorneys' judgments entered against Sharon are not an impediment to the entry of the parties' settlement agreement.

FACTS

1. Original Dissolution Judgment

This is the third appeal in this case. The parties were married and resided together for 18 years and had 6 children. Sharon filed for divorce in 2003, and a judgment for dissolution of marriage was entered on March 22, 2006. As part of the initial property distribution, Judge Sexton found that Brian owned 13.75901 shares of stock in Flood Brothers, which the court found to be marital property. The court valued Brian's shares at $210,280, and awarded Sharon 60%, or $126,167, to be paid in 10 equal, interest-free annual installments.

Judge Sexton directed the marital home to be sold and the proceeds divided equally. The court found that Brian's average income was $150,000 per year and that Sharon contributed services worth $10,000 per year to Brian's annual income. To "equalize the income of the parties," the court ordered Brian to pay Sharon $70,000 annually as permanent maintenance.

On April 21, 2006, Sharon filed a motion to reconsider the dissolution judgment. She alleged, *inter alia*, that the court erroneously (1) determined the number of Brian's shares in Flood Brothers, (2) undervalued Brian's ownership interest in the company, and (3) allowed Brian to pay 10 equal, interest-free annual installments to compensate Sharon for her share of the stock.

On July 26, 2006, the trial court granted Sharon's motion to reconsider. Initially, the court did not deviate from awarding Sharon 60% of the value of Brian's interest in Flood Brothers. However, the court orally found that Brian's interest was actually worth $547,768, rather than $210,280. Then, in a written order, the court awarded Sharon one half of the value of Brian's shares, or $273,884, which Brian was ordered to pay immediately in a lump sum.

2. Appeal From Distribution Of Flood Brothers Stock

Brian appealed to this court. *In re Marriage of Flood*, 2—06—0783 (Ill. App. Dec. 4, 2007) (*Flood I*). We determined that the trial court's valuation and disposition of Brian's interest in Flood

Brothers was an abuse of discretion. We concluded that the court could not value Brian's interest without knowing the percentage of his ownership and that the court should have paused to decide the central issue of how many shares had been issued and were outstanding. *Flood I*, slip op. at 8. We reversed the judgment and remanded the cause for the trial court to re-evaluate the value of Brian's interest in Flood Brothers and to distribute that interest equitably. *Flood I*, slip op. at 9. Because a disposition of marital property and the award of maintenance are inextricably related issues, we directed the trial court to also re-evaluate the maintenance award on remand. *Flood I*, slip op. at 11. On January 23, 2008, we issued our mandate, stating that "[o]n the 4th day of December 2007, the decision of [this] court was entered and in accordance with the views expressed in the attached decision the judgment of the trial court is reversed and remanded."

3. Proposed Agreed Order

On November 13, 2008, Brian and Sharon presented to Judge Konetski a proposed agreed order to settle all issues to be considered on remand. First, Sharon waived her right to any interest in Brian's 13.75901 shares of stock in Flood Brothers, and the parties agreed that the stock would become the sole and exclusive property of Brian and that he would not be required to pay Sharon for any ownership interest she might have had. Second, Brian would pay temporary maintenance to Sharon in the amount of $5,000 per month for 144 months, after which Sharon would waive any right to further maintenance. Third, each party would waive any claim to reimbursement from the other party for any expenses for the children's extracurricular activities. Fourth, Sharon would receive one child as a dependency exemption and Brian would receive the other five children as dependency exceptions for income tax purposes. Fifth, Brian would be responsible for all of the children's medical expenses. Sixth, Brian would be responsible for all of the children's post-

secondary education expenses to be paid from investment accounts created for that purpose. Finally, Brian and Sharon agreed that each would be responsible for his or her own attorney fees and costs, and each waived his or her right to a contribution from the other.

Judge Konetski gave the Law Offices of William J. Stogsdill, Jr., P.C., ("Stogsdill") 14 days to object. Stogsdill had represented Sharon in the dissolution proceedings, and on May 31, 2007, the trial court awarded Stogsdill a $171,910 judgment against Sharon for attorney fees and costs. Sharon challenged the fees as excessive, and we affirmed the judgment on appeal. *In re Marriage of Flood*, No. 2—07—0675 (Ill. App. Aug. 14, 2008) (*Flood II*). Sharon subsequently was represented by the law firm of Mirabella, Kincaid, Frederick & Mirabella, P.C. (Mirabella), who also eventually obtained a $4,083 judgment against Sharon for attorney fees and costs.

On September 16, 2008, Stogsdill served Sharon with a citation to discover assets, and the citation was continued from time to time to keep it in effect. On November 26, 2008, Stogsdill filed an objection to the parties' agreed order on the ground that the parties were attempting to improperly extinguish Stogdill's right to collect the judgment against Sharon.

On January 5, 2009, Judge Konetski found that Stogsdill's citation was unambiguous and barred Sharon from transferring or disposing of her interest in the marital estate, and therefore Stogsdill's objection must be sustained and the parties' agreed order could not be entered.

On January 30, 2009, Brian moved for reconsideration, contending that Judge Konetski erred in interpreting section 2—1402(f)(1). Brian argued that (1) by using the word "may," the statute does not require a court to bar a judgment debtor from transferring or disposing of property; (2) Sharon did not have an interest in the marital estate because the appellate court had reversed the original dissolution judgment in *Flood I*, and therefore she was not transferring or disposing of any

property in the agreed order; (3) Stogsdill did not have standing to object to the agreed order, let alone be entitled to preferential treatment in collecting the judgment for fees; (4) the proposed agreed order did not transfer or dispose of any property to which Sharon had been found to have an interest, and therefore, section 2—1402(f)(1) did not apply; and (5) settlements in divorce cases are always preferred over protracted litigation. On April 7, 2009, Judge Konetski concluded that, as a matter of law, Stogsdill's objection must be sustained, even though the judge repeatedly expressed a desire to enter the settlement agreement and end the litigation.

4. Second Distribution of Flood Brothers Stock

On June 18, 2009, Judge Sexton sent the parties an opinion letter setting forth her re-evaluation of the Flood Brothers stock. Judge Sexton wrote that her review of the trial exhibits and the transcript of the testimony of Flood Brothers' accountant, Terence Pawlowski, indicated that the stock certificate allegedly demonstrates that Brian owned 13.75 shares of Flood Brothers at the time the divorce was pending. However, Judge Sexton stated, "at the time of trial and after review of the relevant portions of the appellate record, this court continues to find the exhibits and Mr. Pawlowski's testimony to be totally incredible; the corporate books for [Flood Brothers] had been 'lost' and had to be 'reconstructed'; the stock certification (Exhibit 92) is not dated or witnessed and the Stock Purchase Agreement does not state the amount of shares Brian Flood received, merely what he paid for them." Judge Sexton further stated that Pawlowski's testimony regarding the stock purchase agreement was also suspicious because it contained two different purchase amounts and that, taken as a whole, Brian's exhibits contain no consensus as to the total number of Flood Brothers shares that were even issued.

Judge Sexton found that Sharon's expert, John Pleviak, reasonably relied on Flood Brothers' corporate tax returns to determine Brian's percentage of ownership to be worth 12% of the total value of the company. Although Pawlowski testified that the tax returns were "estimates," Judge Sexton concluded that they were "much more credible than the less than authentic reconstructed records of Flood Brothers." Judge Sexton stated that, based on the scant evidence presented, she simply was unable to determine the exact number of shares owned by Brian, and thus she persisted in her conclusion that Brian had a 12% ownership stake as evidenced by the corporate tax returns.[1] Based on these findings, Judge Sexton "decline[d] to reassess the distribution of the marital estate."

On July 14, 2009, Brian moved for clarification and reconsideration of Judge Sexton's ruling. Brian argued that the trial court had neither determined the number of outstanding shares of Flood Brothers nor re-evaluated the issue of maintenance, and thus had failed to follow the appellate court's mandate. Judge Sexton denied the motion.

5. Turnover Orders

On December 3, 2009, Judge Konetski entered turnover orders against Sharon and in favor of Stogsdill and Mirabella. On December 30, 2009, Brian filed a notice of appeal challenging (1) Judge Sexton's opinion letter and (2) Judge Konetski's order that granted the turnover order and denied entry of the proposed settlement agreement. On January 4, 2010, Sharon filed a cross-appeal, stating that she wished to adopt Brian's arguments on appeal.

ANALYSIS

[1]Judge Sexton's letter opinion states that she "continues to accept [Brian's] 22% ownership in Flood Brothers Disposal as evidenced by the corporate tax returns," but her previous rulings reveal "22%" to be a scrivener's error.

On appeal, Brian argues that (1) Judge Konetski should have entered the agreed order to settle the case rather than entering the turnover orders under section 2—1402 and (2) Judge Sexton did not follow this court's mandate to re-evaluate the valuation and distribution of his Flood Brothers stock and to re-evaluate the award of maintenance. Our analysis of the turnover orders disposes of the appeal such that we need not consider the re-evaluation of the marital estate.

Neither Stogsdill nor Mirabella has filed an appellee's brief in this appeal. In *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976), the supreme court set forth three distinct, discretionary options a reviewing court may exercise in the absence of an appellee's brief. First, the court may serve as an advocate for the appellee and decide the case when the court determines justice so requires. Second, the court may decide the merits of the case if the record is simple and the issues can be easily decided without the aid of the appellee's brief. Third, the court may reverse the trial court when the appellant's brief demonstrates *prima facie* reversible error that is supported by the record. *Talandis*, 63 Ill. 2d at 133; *Thomas v. Koe*, 395 Ill. App. 3d 570, 577 (2009); see also *Myers v. Brantley*, 204 Ill. App. 3d 832, 833 (1990) (describing the three discretionary options the appellate court may exercise when an appellee fails to file a brief).

As previously stated, a reviewing court may reverse the trial court when the appellant's brief demonstrates *prima facie* reversible error that is supported by the record. *Talandis*, 63 Ill. 2d at 133. " '*Prima facie*' means, '[a]t first sight; on first appearance but subject to further evidence or information' and '[s]ufficient to establish a fact or raise a presumption unless disproved or rebutted.' " *Thomas*, 395 Ill. App. 3d at 577 (quoting Black's Law Dictionary 1228 (8th ed. 2004); see *Talandis*, 63 Ill. 2d at 132. For the following reasons, we conclude that Brian's appellate brief demonstrates *prima facie* reversible error that is supported by the record.

Section 2—1402 provides a mechanism by which a judgment creditor may initiate supplementary proceedings against a judgment debtor or a third party to discover the assets of a judgment debtor and apply those assets to satisfy an underlying judgment. 735 ILCS 5/2—1402 (West 2008); *Stonecrafters, Inc. v. Wholesale Life Ins. Brokerage, Inc.*, 393 Ill. App. 3d 951, 958 (2009). The proceedings may be initiated only after the trial court enters an underlying judgment. Section 2—1402(a) allows "[a] judgment creditor *** to prosecute supplementary proceedings for the purposes of examining the judgment debtor or any other person to discover assets or income of the debtor not exempt from the enforcement of the judgment." 735 ILCS 5/2—1402(a) (West 2008). Section 2—1402 is to be liberally construed, and the statute gives the trial court broad powers to compel the application of discovered assets or income to satisfy a judgment. *Eclipse Manufacturing Co. v. U.S. Compliance Co.*, 381 Ill. App. 3d 127, 133 (2007). When the facts are not in dispute and the appeal presents the legal question as to whether section 2—1402 authorized the trial court to enter an order for turnover, our review is *de novo* (*Itasca Bank & Trust Company v. Thorlief Larsen & Son*, 352 Ill. App. 3d 262, 265 (2004)); and when the trial court is so authorized, the decision to reach the asset should not be reversed absent an abuse of discretion (*Gonzalez v. Profile Sanding Equipment, Inc.*, 333 Ill. App. 3d 680, 693 (2002)).

Likely anticipating that the forthcoming dissolution judgment would cause Sharon, the judgment debtor, to receive a large amount of cash that would cover the judgment for fees, Stogsdill served her with a citation to discover assets. Stogsdill did not serve Brian with a citation, also likely anticipating that he, a third party who potentially held an interest in the judgment debtor's property, would receive relatively illiquid assets. However, because we reversed the dissolution judgment in

Flood I, the trial court entertained Stogsdill's objection to the settlement agreement that did not involve a then-attachable asset.

The citation served on Sharon mirrors section 2—1402(f)(1), which provides in relevant part as follows:

> "The citation may prohibit the party to whom it is directed from making or allowing any transfer or other disposition of, or interfering with, any property not exempt from the enforcement of a judgment therefrom, a deduction order or garnishment, belonging to the judgment debtor or to which he or she may be entitled or which may thereafter be acquired by or become due to him or her, and from paying over or otherwise disposing of any moneys not so exempt which are due or to become due to the judgment debtor, until the further order of the court or the termination of the proceeding, whichever occurs first." 735 ILCS 5/2—1402(f)(1) (West 2008).

Brian cites *Itasca Bank* for the proposition that section 2—1402(f)(1) did not authorize Judge Konetski to reject the agreed order and force the parties to accept Judge Sexton's distribution of the marital estate, all for the benefit of a judgment creditor. In *Itasca Bank*, this court affirmed the trial court's denial of a judgment creditor's motion for turnover that attempted to force the judgment debtor to resign his country club membership and turnover the refund of dues. *Itasca Bank*, 352 Ill. App. 3d at 264, 266. We held that section 2—1402 does not authorize the trial court to direct the management of a judgment debtor's assets or contract rights for the benefit of a judgment creditor. *Itasca Bank*, 352 Ill. App. 3d at 268. In his brief, Brian has demonstrated that this case presents an analogous situation. Through the objection and citation, Stogsdill attempted to manipulate Sharon's

marital property rights in such a way that Sharon would receive a lump sum of cash rather than an asset that would be more difficult to collect.

Section 2—1402(c)(1) provides that, when assets or income of the judgment debtor not exempt from the satisfaction of a judgment, a deduction order or garnishment are discovered, the court may, by appropriate order or judgment, compel the judgment debtor to deliver up, to be applied in satisfaction of the judgment, in whole or in part, money, choses in action, property or effects in his or her possession or control, so discovered, capable of delivery and to which his or her title or right of possession is not substantially disputed. 735 ILCS 5/2—1402(c)(1) (West 2008). This provision does not provide the trial court with the authority to direct the management of the debtor's assets or contract rights, which is precisely what occurred after Judge Konetski solicited the objection from Stogsdill. Based on this rationale, Brian has demonstrated *prima facie* reversible error that is supported by the record.

Moreover, the rejection of the agreed order contravenes the strong public policy in favor of the settlement of disputes. Section 502 of the Dissolution Act states that, to promote amicable settlement of disputes between parties to a marriage attendant upon the dissolution of their marriage, the parties may enter into a written or oral agreement. 750 ILCS 5/502(a) (West 2008). The terms of the agreement, except those providing for the support, custody, and visitation of children, are binding upon the court unless it finds that the agreement is unconscionable. 750 ILCS 5/502(b) (West 2008). Moreover, unless the agreement states otherwise, its terms shall be incorporated into the judgment. 750 ILCS 5/502(d) (West 2008). This court has extended the provisions of section 502 to postdecree agreements, holding that when the parties agree to settle a postdecree property dispute by modifying the underlying judgment or marital settlement agreement, section 502 requires

the trial court to enforce the new agreement unless it is unconscionable. *In re Marriage of Boehmer*, 371 Ill. App. 3d 1154, 1157-58 (2007). Even though the agreed order would have resolved the issues between the parties and ended proceedings that began in 2003, the trial court twice refused to enter the agreed order between Brian and Sharon in 2009, and this appeal followed.

In the objection to the settlement agreement, Stogsdill cited *Heiden v. Ottinger*, 245 Ill. App. 3d 612 (1993), and *Lee v. Lee*, 302 Ill. App. 3d 607(1998), but those cases are distinguishable from this case. In *Heiden*, the court in a paternity action held void a portion of a settlement agreement reached by the mother and father with the assistance of the father's attorney and without the knowledge of the mother's attorney. *Heiden*, 245 Ill. App. 3d at 619. The voided portion of the settlement agreement provided that each party would pay his or her own costs and expenses. That provision contravened the mother's attorney's right to payment because (1) the court made an earlier finding that the mother could not pay her attorney fees and that the father had the financial ability to contribute toward those fees, (2) the mother harbored animosity toward her prior counsel, and (3) the trial judge specifically found the settlement was an attempt to " 'stiff' " the attorney on his fees. *Heiden*, 245 Ill. App. 3d at 619. The parties were not pursuing their own best interests, but instead a strong inference arose that they had made a concerted effort to obstruct the attorney's reimbursement. *Heiden*, 245 Ill. App. 3d at 619.

The *Heiden* court considered the petitioning attorney's independent standing to void his client's settlement agreement to the extent that it prevented him from obtaining payment of his fees where there had been a deliberate attempt by the mother, the father, and the father's attorney to thwart that right to payment, however Stogsdill has made no comparable allegation here. Stogsdill has never alleged that the proposed agreement between the parties was fraudulent or that the parties

colluded to Stogsdill's detriment. Moreover, we are disinclined to comb the record in search of evidence or an allegation that Sharon could not pay Stogsdill's judgment if the agreed order had been entered.

In *Lee*, two law firms who had represented the wife in the dissolution proceeding petitioned the circuit court for fees from the husband. Over the objections of the law firms, the court entered a judgment of dissolution, which incorporated the parties' marital settlement agreement. *Lee*, 302 Ill. App. 3d at 608. The agreement provided that each party would be solely responsible for payment of his or her attorney fees, and the circuit court struck the fee petitions without a hearing. *Lee*, 302 Ill. App. 3d at 608-09. The law firms eventually obtained judgments against the wife for the full amount of their fees. *Lee*, 302, Ill. App. 3d at 611. The law firms appealed, arguing that they were erroneously denied their right to a hearing on their petitions for fees under section 508 of the Dissolution Act. *Lee*, 302 Ill. App. 3d at 609 (citing 750 ILCS 5/508 (West 1994)).

First, the Appellate Court, First District, noted that the main purpose of section 508(a) is to diminish a financial disparity between spouses by shifting liability for attorney fees from one to the other. *Lee*, 302 Ill. App. 3d at 612. Second, the appellate court observed that section 508(c) "affords the court the latitude to make an award of fees directly to the attorney, who may enforce such an order and judgment in his or her name." *Lee*, 302 Ill. App. 3d at 612. Thus, the appellate court held that "a marital settlement agreement which purports to allocate attorney fees will not, as a general rule, extinguish the statutory right of a spouse's prior attorney to pursue an award of fees from the other spouse." *Lee*, 302 Ill. App. 3d at 612-13. The court directed the trial court to conduct a hearing to determine the relative financial ability of the parties to pay the wife's attorney fees at the time the dissolution judgment was entered. *Lee*, 302 Ill. App. 3d at 614.

Stogsdill's reliance on *Lee* in the trial court was misplaced. *Lee* stands for the limited proposition that the parties in a marriage dissolution proceeding may not waive the right of one spouse's prior attorney to petition for fees from the other spouse. Although the proposed settlement agreement provided that Brian and Sharon would be responsible for his or her own fees, Stogsdill never petitioned for a contribution from Brian, as was his right under section 508 of the Dissolution Act. See *Lee*, 302 Ill. App. 3d at 613 (an agreement allocating fee liability did not waive the prior attorneys' rights under section 508 because "[a]t the time the circuit court considered the Lees' marital settlement agreement, [the two law firms] had pending before the court petitions seeking fees from Mr. Lee"). Rather than seeking contribution from Brian under section 508 of the Dissolution Act or serving Brian with a citation to discover assets under section 2—1402, Stogsdill attempted to manipulate Sharon's interest in the martial estate and her contract rights during the settlement proceeding.

Brian has demonstrated that this case is more like *In re Marriage of Kessler*, 110 Ill. App. 3d 61 (1982) (superceded on other grounds by statute, as stated in *In re Marriage of Hawking*, 240 Ill. App. 3d 419, 425 (1992)). In *Kessler*, the appellate court held that it was improper for the trial court to have assessed a portion of the wife's attorney fees against the husband in a dissolution action where the parties had executed a settlement agreement requiring each party to pay his or her own fees. *Kessler*, 110 Ill. App. 3d at 74-75. The court upheld the attorney fee portion of the settlement agreement for three reasons: the terms of the agreement were clear and unequivocal, the agreement was freely and knowingly entered into by the parties and approved by the court, and there was no showing that the wife was unable to pay her fees. *Kessler*, 110 Ill. App. 3d at 75. The court further noted that the parties' intent would be given full force and effect since it was not "repugnant to

another rule of law or *** against public policy." Kessler, 110 Ill. App. 3d at 75. Brian has made a *prima facie* demonstration that the terms of the agreed order were clear, unequivocal, and freely and knowingly entered into, and Stogsdill has failed to argue that Sharon is unable to pay her fees.

For the preceding reasons, the December 3, 2009, turnover order and the corresponding dissolution judgment entered June 18, 2009, are reversed, and the cause is remanded to the circuit court of Du Page County for the reconsideration of the parties' proposed agreed order consistent with this disposition.

Reversed and remanded with directions.