2015 IL App (2d) 130749-U
No. 2-13-0749
Order filed March 9, 2015

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

In re MARRIAGE OF SHARAREH SARIRI, Petitioner-Appellant, and GHASEM SARIRI, Respondent-Appellee.	))))))))))	Appeal from the Circuit Court of Lake County. No. 00-D-651 Honorable Patricia S. Fix, Judge, Presiding.

JUSTICE BURKE delivered the judgment of the court.
Presiding Justice Schostok and Justice Birkett concurred in the judgment.

ORDER

¶ 1 *Held*: (1) The trial court properly denied petitioner's contempt petition, as the parties' agreement did not require respondent to pay the expenses at issue; (2) The trial judge's comments, noting the frivolity of the expenses that petitioner sought to recover from respondent, did not overcome the presumption of judicial impartiality.

¶ 2 Ten years after the marriage of petitioner, Sharareh Sariri, and respondent, Ghasem Sariri, was dissolved, the parties entered into an agreed order concerning, among other things, the allowance for and payment of various expenses incurred by the parties' three children. When respondent did not pay for expenses that petitioner believed were covered, she filed a petition for

a rule to show cause why respondent should not be held in contempt of court. On June 28, 2013, the court denied the petition. In doing so, the court commented a few times on the fact that the children live very privileged lives. Petitioner timely appeals[1] from the denial of her contempt petition, claiming that the trial court (1) erred in denying her petition and (2) exhibited judicial bias when, in denying the petition, it commented on the children's privileged lifestyle. For the reasons that follow, we affirm.

¶ 3 Before relaying the relevant facts, we observe that, although petitioner claimed that respondent failed to reimburse her for a plethora of expenses, petitioner focuses on only a few of these items on appeal, claiming that, with regard to all of the other items, "[f]or the sake of brevity, [her] [c]losing [a]rgument *** is incorporated herein for that purpose." We find the issues that petitioner fails to articulate forfeited, as this court is not a depository into which petitioner can dump the burden of researching and arguing her claims. See *In re Marriage of Auriemma*, 271 Ill. App. 3d 68, 72 (1994).

¶ 4 We now turn to the facts relevant to resolving the issues properly raised. The agreed order, entered on February 19, 2010, provided, in relevant part, that respondent maintain three joint bank accounts for each of the parties' children. Every month, respondent was required to deposit $2,000 into each of the joint accounts.[2] The agreement provided that, with these sums,

[1] We initially dismissed petitioner's appeal for lack of jurisdiction. However, via a petition for rehearing, she has now established our jurisdiction, and we grant the petition.

[2] For the parties' youngest child, respondent was required to deposit $1,000 in to that child's joint account until that child turned 16. At that point, beginning with the month following that child's sixteenth birthday, respondent was required to deposit $2,000 in to the joint account he shared with that child.

the children "shall pay" for all of those personal expenses that were not otherwise covered by the agreement. The expenses covered by the agreement included uninsured and deductible medical, dental, optical, and dermatological expenses; school expenses for which the school billed the parties directly; school trips; lessons, sports, and other extracurricular activities, including the cost of equipment that the school or lesson provider required; automobile insurance; repair and maintenance of the children's vehicles; and club memberships.[3] The agreement provided that respondent's obligation to pay for these expenses "shall not exceed $5,000 in any given month unless" respondent first agreed to the expenses in writing. The agreement then indicated that "[a]ll other expenses within the scope of this subparagraph shall not require advance consent of [respondent]."

¶ 5 At the hearing on petitioner's contempt petition, petitioner testified about many items she purchased for the children but for which respondent did not reimburse her. These included a computer, lacrosse equipment, Airsoft guns and ammunition,[4] and stationery.

¶ 6 With regard to the computer, the evidence revealed that the parties' daughter spilled a drink on her old computer. This prompted petitioner to buy her daughter, a high-school student at the time, a new computer so that the daughter could research and write school papers. The new computer, which was one of the best computers the store had, cost almost $4,000. When petitioner was asked why she spent so much money on the computer, she replied, "[T]here is a monthly allowance, and we could afford it, so we paid for Apple." Petitioner believed that

[3] For the parties' college-aged child, the agreement provided otherwise, especially with regard to medical expenses. Because this appeal does not concern expenses for this child, we do not address the provisions of the agreement that covered this child's expenses.

[4] According to the record, Airsoft is akin to paintball.

computers costing under $1,000 were not "good enough" and that there was no reason not to "get the best." In addition to buying the computer, petitioner also purchased the longest insurance plan offered and $782 in alleged computer accessories that she could not specify.

¶ 7 Concerning the lacrosse equipment, petitioner testified that the parties' son, who already owned lacrosse equipment, spent $800 on new lacrosse equipment. Petitioner testified that, although her son already had approximately 15 lacrosse sticks and 2 sets of shoulder pads, new equipment was warranted, because each year they "always did [that]" and "that's just been like that."

¶ 8 Similarly, petitioner spent $2,000 on Airsoft guns and ammunition for the parties' son even though the son already owned more than six guns that can be used for this activity. Although petitioner contended that Airsoft is an athletic activity, she noted that the activity consists of participants, meaning "whoever is there," shooting at each other in a field, and, at the end of the event, the winning team gets a piece of paper stating that that team played better than anyone else.

¶ 9 With regard to the stationery, petitioner indicated that, in June 2011, she spent $398 on stationery and things like organizers and accessories for the school lockers of the parties' two youngest children.[5] Petitioner claimed that she purchased the items in June for the upcoming school year, "[b]ecause of the budget we have, I have to make sure we do not go over $5,000 a month." Petitioner's reasoning was that "if I have an extra budget, I use it that month for the following month, yes, or upcoming event."

[5] One of the children for whom petitioner bought these types of things graduated from high school that year.

¶ 10 The trial court denied the petition. In doing so, the court found that the computer expenses were not covered, because, when the daughter spilled the drink on her computer, she was in petitioner's care and custody and under petitioner's control. Accordingly, the court determined that petitioner or the parties' daughter should have to pay for the replacement cost. With regard to the Airsoft guns and ammunition, the court determined that "Paintball" is "not a sport or extracurricular activity," and, thus, it did not fall within the scope of the agreement. The court found that petitioner could not recover any monies spent on the stationery, as such costs were unreasonable and outside the scope of the agreement. The court reached the same conclusion with regard to the lacrosse equipment. That is, the court found that, because no evidence was presented concerning the need for new equipment, such as evidence that the child had grown or that the old equipment was broken, buying new equipment was unreasonable. In so ruling, the court commented that "[a]ll the Court heard was, [the parties' son] wanted it, so [petitioner] gave it to him."

¶ 11 In the midst of reciting its ruling, the court commented on the children's lifestyle. Specifically, the court stated:

> "[J]ust because [it] considers [the expenses] to be unreasonable and outside the scope of the order, does not mean that any of the minor children could not have used their allowance money of $2,000 a month in order to make a purchase which does not fit within the scope of the order and it is possible that that was the hope and intent of the respondent at the time that agreed 2010 order was constructed, that the children might have to make choices which require them to perhaps delay certain amounts of gratification which are eligible to them because of their superior economic status.

> These children through mere allowances alone individually have net income[s] while students in school that are far in excess of many of the people who come in front of this Court on a day-to-day basis, as well as possibly many of the people who work within this building."

¶ 12 At issue in this appeal is whether the trial court (1) erred in denying the contempt petition and (2) exhibited judicial bias. We address each argument in turn.

¶ 13 The first issue we consider is whether the trial court erred in denying petitioner's contempt petition. The failure to comply with an agreement is *prima facie* evidence of contempt. See *In re Marriage of Hilkovitch*, 124 Ill. App. 3d 401, 420 (1984) ("The failure to make the payments directed to be made pursuant to a court order or judgment is *prima facie* evidence of contempt."). Once a *prima facie* case is established, the burden shifts to the alleged contemnor to show that his noncompliance was not willful or contumacious and that he has a valid excuse for not paying. *In re Marriage of Sharp*, 369 Ill. App. 3d 271, 279 (2006). The review of a contempt order is subject to the abuse-of-discretion standard. *Id.*

¶ 14 Discerning whether petitioner established a *prima facie* case begins with examining the terms of the parties' agreement. "Interpreting a[n agreement] is a matter of contract construction." *In re Marriage of Dundas*, 355 Ill. App. 3d 423, 425 (2005). "As such, courts seek to give effect to the parties' intent." *Id.* at 426. "The language used in the [agreement] generally is the best indication of the parties' intent [citation], and when the terms of the agreement are unambiguous, they must be given their plain and ordinary meaning [citation]." *Id.* Terms in an agreement are unambiguous when they are "susceptible to only one reasonable interpretation." (Internal quotation marks and citations omitted.) *In re Marriage of Doermer*, 2011 IL App (1st) 101567, ¶ 27.

¶ 15 Here, the unambiguous terms of the parties' agreement provided that respondent was required to pay for various expenses the children incurred. No specific mention of a computer, lacrosse equipment, Airsoft guns and ammunition, or stationery was made in the agreement. However, the agreement did indicate that respondent shall pay for "education supplies" that are "billed directly by the school" and equipment for sports and extracurricular activities that are "required by the school or lesson provider." Nothing in the record indicates that the school required that petitioner buy a new, expensive computer for the parties' daughter or that she spend close to $400 on stationery items to organize the children's lockers. Likewise, nothing in the record suggests that the school mandated that petitioner buy new lacrosse equipment for the parties' son. Rather, petitioner testified that she purchased new equipment because that is what the family always did. Also, aside from the fact that nothing in the record indicates that the Airsoft activity was anything other than entertainment for the parties' son, no evidence was presented that the organizers of the Airsoft activity required the parties' son to buy new guns and ammunition. Rather, with regard to all of these items, petitioner testified that she bought them because she had a $5,000 budget, and, as long as the purchases fell within this monthly allotment, she believed that she could make them. The agreement's express terms did not provide for this.

¶ 16 Moreover, we observe that, like other contracts, agreements reached in marriage-dissolution cases are to be construed in light of what is reasonable. See *Ingrassia v. Ingrassia*, 156 Ill. App. 3d 483, 494 (1987) ("When parties to a contract have been silent as to a price term, it will be implied that they intended a reasonable price."). This requires that the agreement's terms be "interpreted objectively and must be construed in accordance with the ordinary expectations of reasonable people." *Suburban Auto Rebuilders, Inc. v. Associated Tile Dealers*

Warehouse, Inc., 388 Ill. App. 3d 81, 92 (2009). In doing this, the agreement should be construed in such a way that absurd results are avoided. See *Board of Education of Waukegan Community Unit School District No. 60 v. Orbach*, 2013 IL App (2d) 120504, ¶ 19.

¶ 17 Here, as the trial court found, it was not reasonable for petitioner to buy a top-of-the-line computer and expensive computer accessories for the parties' daughter when her only use for such a computer was researching and typing high-school papers. It also was not reasonable for petitioner to spend almost $400 on stationery and other things to organize school lockers when the school year had not started and one of the children for whom such materials were purchased had graduated from high school. Similarly, it was not reasonable to buy new lacrosse and Airsoft equipment for the parties' son when the evidence indicated that he already had equipment for these activities and nothing suggested that the old equipment needed to be replaced. If we were to conclude that the agreement mandated that respondent pay for such things, we would not only be construing the agreement in a way that runs afoul of the agreement's express terms, but we also would be reading the agreement in an absurd way. We simply cannot do either. Given that the parties' agreement cannot be construed in such a way, we conclude that petitioner did not present a *prima facie* case of contempt. Accordingly, we determine that the trial court did not abuse its discretion when it denied petitioner's contempt petition.

¶ 18 The next issue we address is whether the trial court exhibited judicial bias when, in denying the petition, it commented on the children's privileged lifestyle.[6] We review this issue

[6] We observe that petitioner also takes issue with comments that respondent made in closing argument. Because petitioner never objected to these statements in the trial court, we find any such claims of error forfeited. See *Babikian v. Mruz*, 2011 IL App (1st) 102579, ¶ 13.

de novo. See *People v. Cervantes*, 2013 IL App (2d) 110191, ¶ 22 ("Because this issue involves the application of law to uncontested facts, we review the issue *de novo*.").

¶ 19 "A trial judge is presumed to be impartial, and the burden of overcoming this presumption rests on the party making the charge of prejudice." *Eychaner v. Gross*, 202 Ill. 2d 228, 280 (2002). Unfavorable comments regarding the credibility of a party and adverse rulings against that party are not sufficient to overcome the presumption against judicial bias. *Id.* "Rather, the party making the charge of prejudice must present evidence of prejudicial trial conduct and evidence of the judge's personal bias." *Id.* When the allegedly offensive comments are based on facts presented to the court, the claim of judicial bias will fail unless the comments are based on deep-seated favoritism or antagonism. See *In re Marriage of Peterson*, 319 Ill. App. 3d 325, 340 (2001).

¶ 20 Here, the facts revealed that each of the parties' children was given $24,000 in allowance each year. As the trial court found, this is a large sum of money that exceeds the salaries of many working people. According to the parties' agreement, each of the children was supposed to use this money for things that were not otherwise covered by the agreement. As the trial court stated, it might very well have been respondent's intent that the children learn to delay gratification by saving this money to buy expensive things that they wanted and were outside the scope of the parties' agreement. That is, the agreement simply did not allow petitioner to buy anything and everything the children wanted and then seek reimbursement from respondent. Given all of this, nothing in the court's comments suggests that the court was biased against petitioner and her children because of their economic status. Accordingly, we cannot conclude that petitioner has sustained her burden of establishing judicial bias.

¶ 21 For these reasons, the judgment of the circuit court of Lake County is affirmed.

¶ 22 Affirmed.