2018 IL App (2d) 160715-U
Nos. 2-16-0715 & 2-17-0274 cons.
Order filed March 14, 2018

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

In re CIVIL UNION OF DEBRA HAMLIN,	)	Appeal from the Circuit Court of Du Page County.
Petitioner-Appellee,	)	
v.	)	No. 11-D-2248
VICTORIA VASCONCELLOS,	)	Honorable Neal W. Cerne,
Respondent-Appellant.	)	Judge, Presiding.

JUSTICE BIRKETT delivered the judgment of the court.
Justices McLaren and Burke concurred in the judgment.

ORDER

¶ 1 *Held*: Respondent cannot evade the law-of-the case doctrine. We interpreted the Illinois Religious Freedom Protection and Civil Union Act in the first appeal of this matter, so respondent's contention that we should revisit that interpretation in this appeal is precluded by the law of the case. Likewise, the law-of-the-case doctrine precludes our review of the classifications of certain assets that were not appealed in the first appeal. The trial court followed our mandate from the first appeal, and respondent's insufficient argument in her opening brief on appeal forfeited her contentions regarding the award of attorney fees.

¶ 2 In 2002, respondent, Victoria Vasconcellos, and petitioner, Debra Hamlin, entered into a legal civil union in the state of Vermont. By 2011, their relationship had soured and, in August 2011, petitioner filed to dissolve her civil union with respondent under the newly effective

Illinois Religious Freedom Protection and Civil Union Act (Act) (750 ILCS 75/1 *et seq.* (West 2010). The circuit court of Du Page County entered a judgment dividing the parties' civil union assets. Respondent appealed and petitioner cross-appealed the trial court's judgment. *In re Civil Union of Hamlin & Vasconcellos*, 2015 IL App (2d) 140231 (*Hamlin I*).

¶ 3 In *Hamlin I*, the dispute centered around the allocation of the civil union's largest asset, the company Cignot, an e-cigarette vending company founded in 2009 by respondent. Respondent contended that, because the Act was not effective until July 1, 2010, the accrual of civil union assets could not occur before that date, so Cignot had to be non-civil-union property. We held that the Act operated prospectively, but applied to any legal civil union, even those predating the effective date of the Act. *Id.* ¶ 43. We note that respondent did not urge any other grounds to invalidate the allocation of Cignot. For her part, petitioner argued that the trial court's allocation of Cignot was an abuse of discretion because, despite the factual findings that the civil union represented a partnership, the trial court distributed the assets without regard to that partnership. We agreed and reversed the trial court's judgment, ordering it to equitably reallocate the civil-union property.

¶ 4 This case returned to the trial court, which changed the allocation of Cignot, awarding 80% to respondent and 20% to petitioner, in accord with our directions. Respondent again appeals, arguing that, in light of *Blumenthal v. Brewer*, 2016 IL 118781, we must revisit and change our interpretation of the Act. Respondent also argues that the trial court did not follow our mandate, asks us to review the trial court's allocation of specific assets, and asks us to review the trial court's awards of attorney's fees. We affirm.

¶ 5 I. BACKGROUND

¶ 6 *Hamlin I* provides a detailed recitation of the facts surrounding the parties' activities

before, during, and after their civil union, including the procedural posture up to and through the resolution of the first appeal. The parties and the court are thoroughly aware of those facts and we will not repeat them here. We instead turn to parties' activities following the resolution of the first appeal and the remand to the trial court.

¶ 7 After we issued our opinion in *Hamlin I*, on July 20, 2015, respondent moved to reconsider the trial court's February 7, 2014, order upon reconsideration of the original dissolution judgment. As the dissolution had been proceeding, the parties' neighbors had sued the parties over property located on Glenview Avenue that they had all purchased together as an investment. The court in that suit had directed the parties to ask the trial court in the dissolution action to clarify how any liability was to be apportioned between the parties, because the original dissolution judgment only disposed the proceeds of the sale of the property and not any liability to the neighbors. The February 7, 2014, order directed that any liability be evenly divided between the parties. Respondent requested clarification, arguing that the suit arose over claims of mismanagement directed solely against petitioner and not involving respondent. The motion remained pending until August 4, 2016.

¶ 8 Following the remand to the trial court, the parties engaged in a preliminary trial conference (the proceedings of which were not included in the record, but the occurrence of which is fairly inferable.) On March 9, 2016, respondent filed a petition for attorney fees and costs, seeking over $47,000 from petitioner. In support, respondent argued that, due to litigation expense and order of the trial court before the first appeal obligating her to contribute to petitioner's attorney fees, she did not have the ability to pay her own legal fees. Respondent argued that, because petitioner had steady, salaried, and reasonably well-remunerated employment, petitioner was in a better position to pay her own attorney fees and should be

obligated to contribute to respondent's in order to level the playing field. The motion remained pending.

¶ 9 On April 4, 2016, respondent moved to file a supplemental memorandum outlining the issues she believed to be contested on the remand. On April 11, 2016, the trial court denied respondent's motion:

> "[T]he reason I'm denying the motion is because I think that that just opens up a whole new can of worms. It was sent back on remand for me to—because they said I could use discretion, even though they agreed in the opinion, to say that a disproportion was okay, but it was too disproportionate. So I think I have to redo it, look at what the evidence was that was presented to me, which were the closing arguments. In my mind that's it, the closing arguments.
>
> And I should probably review my notes, the closing arguments, what my ruling was, and review the court opinion. That is the record. And my concern of adding more—I'm adding more stuff to the record that wasn't there when I gave my initial opinion, and I think that's where—I think I'm locked in."

The trial court indicated that it would accept additional argument, but also stated that it was leery of accepting a document incorporating further analysis of the record, because "then [petitioner is] doing it, [petitioner is] going to highlight certain things, and then we are just like arguing, going around and around and around. And I think I have to keep the record clear in case someone wants to appeal it again."

¶ 10 On May 3, 2016, the trial court issued its amended judgment for dissolution of the parties' civil union. The trial court began by noting that this court "ruled that although a disproportionate division of the marital [*sic*] estate was appropriate, [the trial court] had

committed error by wholly awarding Cignot to [respondent] and assigning no value to [petitioner's] contribution." See *Hamlin I*, 2015 IL App (2d) 140231, ¶¶ 65, 70. The court then proceeded to its amended factual findings:

"3. [Petitioner] has a career with Bridgestone, and was not a homemaker.

3.1 [Petitioner], 46 years of age, presented herself as very articulate, intelligent, and forthcoming.

3.2 [Petitioner] was employed by Bridgestone in 1997, prior to the civil union, as a Senior Environmental Engineer. She had a career throughout the civil union. She is currently a Senior Project Manager earning $101,000.00 per year plus bonus.

3.3 [Petitioner] is a college graduate from Michigan State University.

4. [Respondent] is employed by Cignot, Inc., a company she created with funds from her nonmarital real estate.

4.1 [Respondent], 51 years of age, also presented herself as very articulate, intelligent, and forthcoming.

4.2 [Respondent] is a high school graduate.

4.3 [Respondent] is an entrepreneur. She has done construction work, computer software, and now sells electronic cigarettes.

4.4 [Respondent] started Cignot, Inc., in 2009, with funds from a [home equity line of credit] on the Poplar home in Elmhurst, her separate, nonmarital asset. She is paid a salary of $142,000.00 per year.

5. The parties kept their incomes and assets separate. They would equally pay the expenses of the Civil Union and separately pay their own expenses from their own

accounts. They did not jointly combine their efforts.

5.1 [Petitioner] and [respondent] kept separate accounts into which they deposited their paychecks.

5.2 [Petitioner] and [respondent] contributed to a joint account that was used to pay the obligations of the Civil Union. There was an effort to equally pay for joint expenses, and pay individual expenses separately. (Citation.)

5.3 Neither party was dependent upon the income of the other. Each paid their [*sic*] own obligations without financial contribution from the other.

5.4 Cignot was started with a home equity line of credit on the nonmarital, separate, property of [respondent], the Poplar Street home in Elmhurst.

6. The parties shared household duties in the operation of the Civil Union.

6.1 Neither party solely acted as a homemaker.

6.2 Each party had duties maintaining the home, *i.e.*, cleaning, cooking, grocery shopping, cutting grass, general maintenance, etc.

6.3 As indicated above, the parties would jointly contribute to joint expenses, but kept their property separate from the other, and pay their own individual expenses from their own incomes.

7. Neither party sacrificed their career for the civil union, nor did they assist or contribute to the career of the other.

7.1 [Respondent] did little to nothing for [petitioner's] career at Bridgestone. There was no evidence of hosting business dinners, entertaining colleagues, or making a financial sacrifice for her career.

7.2 [Petitioner] likewise, did little to nothing for [respondent's] various

business ventures. There was no evidence of hosting business dinners, entertaining colleagues, or making a financial investment in any of the business ventures created by [respondent].

7.3 Their economic lives were separate from their emotional lives.

8. Cignot was created in year 7 of their 9 year relationship.

8.1 The civil union was created in 2002.

8.2 Cignot was created in 2009.

8.3 The parties ceased living together in 2011.

9. Each party contributed minimally to the other party's acquisition of assets.

9.1 The only area of the relationship in which they acted as partners was with the operation of the home. They divided the joint expenses and the household duties. Each benefitted the same from the other's contributions and each bore the same burden. Neither contributed to the career/business enterprise of the other.

9.2 But there is some value to the emotional support of the home during the 9 years that they lived together."

¶ 11 Following these amended facts, the trial court issued its amended judgment. First, the court held that, "[e]xcept for Cignot, the marital estate is equally divided between the parties. [Petitioner] is awarded 20% of Cignot." Next, the court amended its order requiring respondent to now pay petitioner $109,587 instead of $75,000 from the original judgment. Finally, the court emphasized that "[a]ll other aspects of the Judgment remain unchanged."

¶ 12 On May 31, 2016, respondent filed a motion to reconsider and to clarify the amended judgment. In particular, respondent challenged the disposition of a debt accruing from litigation

over the Glenview Avenue property that petitioner and respondent had purchased as an investment with their neighbors. The original judgment apportioned any debt equally between petitioner and respondent, and the amended judgment did not mention the Glenview Avenue property (although the amended judgment did expressly state that "[a]ll other aspects of the [original judgment] remain[ed] unchanged"). Respondent also challenged the classification of certain assets as part of the civil union estate where the factual findings of the amended judgment appeared to cast doubt on that classification. Specifically, respondent contended that Cignot, respondent's Edward Jones account, and the West Olive property in Chicago all should have been classified as non-civil-union property. Supporting these contentions, respondent asserted that this court considered only the issue of the Act's retroactive or prospective application on whether civil-union assets could have been accumulated before the Act's effective date and did not consider the issues of the classifications were against the manifest weight of the evidence. We note, however, that in *Hamlin I*, respondent made no arguments that the specific assets had been misclassified because their origins could be traced to non-civil-union funds, only that they were obtained before the Act's effective date. *Id.* ¶¶ 55-56.

¶ 13 On August 4, 2016, the trial court resolved the outstanding matters. As is pertinent here, the trial court denied respondent's motion to reconsider and reaffirmed the equal distribution of the liability accruing from the Glenview Avenue property. The trial court did not apparently consider or resolve respondent's outstanding March 9, 2016, petition for attorney fees. On August 30, 2016, respondent filed her notice of appeal (case No. 2-16-0715).

¶ 14 On September 13, 2016, petitioner filed a petition seeking a finding of indirect civil contempt against respondent alleging that respondent had not complied with the August 4, 2016, order requiring respondent to pay over to petitioner certain sums of money. On September 28,

petitioner filed a petition for attorney fees seeking prospective contribution from respondent to defend the appeal in case No. 2-16-0715. On November 8, 2016, the trial court issued the rule, finding that respondent had not paid $76,576 to respondent pursuant to the August 4, 2016 order.

¶ 15 On November 10, 2016, respondent filed a motion to determine whether the trial court had ruled on her outstanding March 9, 2016, petition for attorney fees (or alternatively, to set a hearing date). A week later, respondent filed a petition for attorney fees related to defending petitioner's petition for a finding of indirect civil contempt.

¶ 16 On December 9, 2016, the trial court granted petitioner's request for prospective attorney fees in the amount of $10,000, payable to petitioner upon respondent filing her appellate brief in case No. 2-16-0715 and ordered that, if petitioner were not to file a response brief, she should return the money to respondent. On January 17, 2017, the trial court denied respondent's outstanding March 9, 2016, fee petition *nunc pro tunc* to August 4, 2016. Finally, on March 16, 2017, the trial court denied respondent's fee petition seeking contribution for respondent's defense of the petition for a finding of indirect civil contempt. On April 13, 2017, respondent filed her notice of appeal in case No. 2-17-0274. On May 26, 2017, this court granted respondent's motion to confirm appellate jurisdiction and consolidated the two appeals.

¶ 17 II. ANALYSIS

¶ 18 On appeal, respondent seeks to revisit our ruling in *Hamlin I* that civil-union property could be accrued before the effective date of the Act, arguing that *Blumenthal v. Brewer*, 2016 IL 118781 compels the opposite conclusion. Respondent also argues that the trial court did not follow our mandate from *Hamlin I*; that Cignot, respondent's Edward Jones account, the West Olive property, and the liability from the Glenview Avenue property were all misclassified as civil-union property; that the trial court abused its discretion in allocating the civil-union

property; and that the trial court abused its discretion in rendering the various attorney-fee rulings. We consider each contention in turn, as necessary.

¶ 19 A. Jurisdiction

¶ 20 Before addressing the respondent's contentions, we must first consider whether we have jurisdiction over these consolidated appeals. *Dancor Construction, Inc. v. FXR Construction, Inc.*, 2016 IL App (2d) 150839, ¶ 30 (even where the parties do not challenge it, the court has an obligation to consider whether jurisdiction exists over the appeal). On August 4, 2016, the trial court entered an order purportedly deciding all remaining issues in this case, and respondent timely filed a notice of appeal from that order. On September 13, 2016, petitioner filed a petition for a rule to show cause, complaining that respondent had not paid over to her the moneys ordered in the August 4, 2016, order, and later, she filed a petition seeking prospective attorney fees for her defense of the second appeal. Additionally, respondent realized that there was still an outstanding fee petition and filed a new fee petition to recoup the fees incurred defendant the rule to show cause. These various matters were resolved, with the trial court resolving the petition for rule to show cause, as well as the fee petitions. Notably, on January 17, 2017, the trial court resolved respondent's March 9, 2016, fee petition, purportedly *nunc pro tunc* to August 4, 2016. On March 13, 2017, the trial court denied respondents fee petition related to the rule to show cause and respondent filed a second timely notice of appeal in case No. 2-17-0274.

¶ 21 As an initial matter, the January 17, 2017, order is not a proper *nunc pro tunc* order. A *nunc pro tunc* order is an entry now for something that was done on a previous date and is entered to make the record speak now for what was actually done then. *Pestka v. Town of Fort Sheridan Co., L.L.C.*, 371 Ill. App. 3d 286, 295 (2007). There is no indication in the record that the trial court made a ruling on August 4, 2016, that disposed of the respondent's open March 9,

2016, fee petition. Thus, we view the fee petition as having been disposed on January 17, 2017. Because the fee petition remained pending, the August 4, 2016, order was not finalized until the fee petition was disposed. Illinois Supreme Court Rule 303(a)(2) (eff. May 30, 2008) operates to save a premature notice of appeal, so once January 17, 2017, order disposed of the open fee petition, the notice of appeal became effective. We therefore have jurisdiction over appeal No. 2-16-0715.

¶ 22 In appeal No. 2-17-0274, respondent filed her notice of appeal within 30 days of the final order terminating all matters before the trial court, and no other irregularities appear in the record. Accordingly, we also have jurisdiction of appeal No. 2-17-0274.

¶ 23 B. Reinterpreting the Act

¶ 24 Turning to respondent's substantive arguments, she first contends that we must revisit our interpretation of the Act because the recent supreme court case of *Blumenthal v. Brewer* contradicts and supersedes our interpretation of the Act in *Hamlin I*. Respondent's argument effectively asks us to reconsider our decision in *Hamlin I*. Normally, such a request would be flatly barred by the law-of-the-case doctrine. Briefly, the law-of-the-case doctrine protects the parties' settled expectations, ensures uniformity of decisions, maintains consistency during the course of a single case, effectuates proper administration of justice, and brings litigation to an end, thus barring the relitigation of an issue previously decided in the same case. *Radwill v. Manor Care of Westmont, IL LLC*, 2013 IL App (2d) 120957, ¶ 8. The issues previously decided in the same case refer to issues of both law and fact; moreover, any questions of law that were decided in a previous appeal of the same case are binding on the trial court on remand as well as on the appellate court if the case is again appealed. *Id.* Thus, the law-of-the-case doctrine would bar respondent's contention that our interpretation of the Act in *Hamlin I* should be revisited.

¶ 25 Respondent seeks to avoid the law-of-the-case doctrine with the change-in-law exception. Briefly, where our supreme court enters a rule contradicting an appellate court's determination of a question of law after the first appeal but before the second appeal of the same case, if the same case returns on appeal, then the law of the case (as set forth in the first appeal) is abrogated and the appellate court must follow our supreme court's judgment on the question of law. *Relph v. Board of Education of DePue Unit School District No. 103 of Bureau County*, 84 Ill. 2d 436, 443-44 (1981). Respondent argues that *Blumenthal* fits into the change-in-law exception because it was decided after *Hamlin I* but before the instant appeal and is factually on all fours with this case, so its holding must necessarily supersede our judgment in *Hamlin I*. We disagree.

¶ 26 In *Blumenthal*, a same-sex couple was involved in a long-term domestic relationship that included raising a family together, but they had never married. *Blumenthal*, 2016 IL 118781, ¶ 2. While the parties believed themselves to be and acted as though they were in a marriage, they never entered into a marriage or civil union under the laws of this or any other state. See *Blumenthal v. Brewer*, 2014 IL App (1st) 132250, ¶¶ 7-8, *rev'd*, 2016 IL 118781. In 2010, Blumenthal filed an action to partition the parties' family home; Brewer counterclaimed seeking an equitable distribution of the parties' family home and some sort of apportionment of Blumenthal's income or interest in a medical partnership that was purchased using funds from the parties' joint account. *Blumenthal*, 2016 IL 118781, ¶¶ 8-9.

¶ 27 Our supreme court held that the prohibition against common-law marriage remained the operative law in Illinois and, because the parties in *Blumenthal* had never formalized their relationship, it could not recognize Brewer's counterclaims because they were inextricably intertwined with their marriage-like relationship. *Id.* ¶ 63. The court amplified that only the legislature could set the public policy regarding unmarried cohabitants living in a marriage-like

relationship but had not disturbed the prohibition against common-law marriage despite the changing mores of society, so the prohibition continued undisturbed. *Id.* ¶¶ 80-82.

¶ 28 From these holdings in *Blumenthal*, respondent argues that, because the parties entered into a civil union before the effective date of the Act, they were in an unrecognized relationship at all times before the effective date of the Act. Next, because the parties separated before the effective date of the Act, their unrecognized relationship ended before the effective date of the Act. Finally, respondent concludes that, because *Blumenthal* held that the common-law marital partners could not seek the apportionment of marital assets under the principles of the Marriage and Dissolution of Marriage Act (750 ILCS 5/101 *et seq.* (West 2010)) or equivalent equitable principles to apportion the property, the parties in this case could not divide the property accumulated during the life of their effectively common-law marriage pursuant to the Act or to equitable principles.

¶ 29 *Blumenthal*, however, is wholly inapposite. There, significantly, the parties did not formalize their relationship in any manner. *Blumenthal*, 2014 IL App (1st) 132250, ¶¶ 7-8, *rev'd*, 2016 IL 118781. Here, by contrast, the parties entered into a legal civil union in the state of Vermont. Respondent attempts to avoid the impact of the formalization of the parties' relationship by asserting that, in May 2011, just ahead of the effective date, the parties separated, thus legally ending their relationship. We disagree with the conflation of an informal separation serving as the legal dissolution of the parties' civil union. There is no evidence in the record that the parties' civil union was dissolved before the effective date of the Act. Further, *Blumenthal* does not speak to a situation in which the parties are part of a legally recognized relationship and then seek to avail themselves of the auspices of the Act or the Marriage and Dissolution of Marriage Act. In *Hamlin I*, we construed the provisions of the Act relating to the parties'

situation. *Blumenthal* does not speak to that situation. Accordingly, our holding in *Hamlin I* remains the law of this case and we reject respondent's invitation to reconsider our decision because it is prohibited by the law-of-the-case doctrine.

¶ 30 Respondent strenuously argues that we must accept the May 2011 separation of the parties as the date their civil union was dissolved for purposes of the Act because, until the effective date of the Act, they were participating in no legally recognized relationship in this State. This overlooks the fact that, in 2002, they had entered into a legal civil union in the state of Vermont. Respondent neither presents evidence nor argues that the parties dissolved that legal civil union at any time before the trial court entered its judgment in this case dissolving the parties' civil union. Without such a legal termination, we reject the argument, oft and strenuously repeated though it may be, that the parties' informal separation was fully equivalent to a judgment of dissolution ending their legal civil union. Because respondent cannot show that the parties' legal civil union was properly and legally terminated before the effective date of the Act, the conclusion flows that the parties remained in a recognized legal relationship as of the effective date of the Act and the trial court was the appropriate venue to dissolve that legal relationship. This fact serves to distinguish *Blumenthal*, which cannot, therefore, serve as the basis of respondent's change-in-the-law exception to the law-of-the-case doctrine.

¶ 31 C. *Hamlin I*'s Mandate

¶ 32 Respondent next contends that the trial court did not follow the mandate of *Hamlin I*. The appellate court's mandate is its judgment; upon transmitting the mandate to the trial court, that court is vested with authority to take action conforming to the mandate. *In re Marriage of Ludwinski*, 329 Ill. App. 3d 1149, 1152 (2002). The trial court's authority extends only as far as the scope of the mandate, and it must follow assiduously the specific directions of the appellate

court's mandate to insure that its order accords with the appellate court's decision. *Id.* If the appellate court's instructions on remand are general, the trial court is required to examine the appellate court's opinion and exercise its discretion in determining what further proceedings are necessary and would be consistent with the opinion on remand; if the mandate directs the trial court to proceed in conformity with the opinion, then the trial court must (obviously) consult the opinion in determining how to appropriately proceed. *Id.* at 1152-53.

¶ 33 Our mandate in *Hamlin I* instructed the trial court "to reallocate the civil-union property equitably in accordance with this opinion." *Hamlin I,* 2015 IL App (2d) 140231, ¶ 71. On remand, the trial court divided the civil-union property evenly and divided Cignot 80%-20% between respondent and petitioner. This allocation comports with our instructions and we cannot say that it is against the manifest weight of the evidence or an abuse of discretion. Accordingly, we hold that the trial court followed the mandate in *Hamlin I.*

¶ 34 Respondent argues that the trial court refused to allow her to present further evidence. We did not order the trial court to conduct further evidentiary hearings in order to "reallocate the civil-union property equitably." We believe that the trial court acted within its discretion interpreting our mandate and refusing to allow additional evidence. Accordingly, we reject respondent's contention.

¶ 35 In this appeal, as grounds to support her contention, respondent argues that, on the remand, she attempted to challenge certain factual determinations that were not raised in *Hamlin I,* such as the conclusions that petitioner's steady income gave respondent the safety net to take entrepreneurial risks in her business ventures, or that respondent contributed significantly more to the acquisition of civil-union property than petitioner. These contentions were not made in *Hamlin I* and are barred now under the law-of-the-case doctrine and principles of forfeiture.

Radwill, 2013 IL App (2d) 120957, ¶ 8 (law of the case applies to factual determinations made in a previous appeal); see *Gardner v. Navistar International Transportation Co.*, 213 Ill. App. 3d 242, 248 (1991) (a party should not be permitted to stand mute in one proceeding, lose the relevant action in that proceeding and then raise the issue later).

¶ 36 D. Erroneous Classification of Certain Assets

¶ 37 Respondent next contends that the trial court erroneously determined that certain assets and liabilities were civil-union assets and liabilities when, in fact, they could be traced to non-civil-union property. Specifically, respondent argues that Cignot was founded and developed from non-civil-union funds, that respondent's Edward Jones account was traced to a non-civil-union gift from respondent's mother, and that the West Olive property was acquired well before the commencement of the parties' civil union and is therefore also non-civil-union property. Likewise, respondent argues that the liability arising from the Glenview Avenue property was incorrectly evenly distributed because the liability arose from petitioner's mismanagement of the property.

¶ 38 Respondent challenged the classification of these assets in *Hamlin I*, on the sole ground that they had been obtained before the effective date of the Act, and she did not make the alternative argument that the trial court's classification was against the manifest weight of the evidence. *Hamlin I*, 2015 IL App (2d) 140231, ¶¶ 55-56. Respondent had the opportunity in *Hamlin I* to challenge the classification of assets on any ground she chose. She chose not to raise the ground she now seeks to rely on. Respondent, therefore, has forfeited these arguments for purposes of this appeal. See *Gardner*, 213 Ill. App. 3d at 248.

¶ 39 Respondent also challenges the allocation of the liability accruing from the lawsuit regarding the Glenview Avenue property. In the original judgment of dissolution, the trial court

noted that the parties received the proceeds of the sale of the property when the property was sold during the pendency of the dissolution proceedings, and the trial court equitably apportioned those proceeds. Respondent did not challenge the apportionment in *Hamlin I*. Respondent moved to clarify the original judgment of dissolution, and the trial court added a provision dividing equally any liability arising from the Glenview Avenue property. As of *Hamlin I*, the lawsuit arising from the Glenview Avenue property had not been resolved. During the proceedings on remand, the lawsuit was resolved and the liability was determined. The trial court persisted in its allocation of the liability, ordering the liability to be evenly divided between the parties.

¶ 40 Respondent argues that the lawsuit was against petitioner for her mismanagement of the property and respondent was not alleged to have caused the liability in the lawsuit. Respondent concludes that the trial court abused its discretion in apportioning the liability. The division of marital property is within the discretion of the trial court, and its determination will not be disturbed absent an abuse of discretion. *In re Marriage of Stuhr*, 2016 IL App (1st) 152370, ¶ 72. A trial court abuses its discretion only where, in view of all of the circumstances, its decision so exceeded the bounds of reason that no reasonable person would take the view adopted by the trial court. *Id.*

¶ 41 Here, the trial court equitably divided the proceeds of the sale of the Glenview Avenue property between the parties. We see nothing in the record that suggests that the trial court misapprehended the law or the facts of this case in determining the division of the liability of the Glenview Avenue property. Respondent vaguely argues about remedying injustice, but does not argue specifically how the trial court's division of the liability was an abuse of discretion. Because respondent's arguments fail to convince, and because there is nothing apparent in the

record that suggests that the trial court's decision so exceeded the bounds of reason that no reasonable person could take the view adopted by the trial court, we cannot find that the trial court abused its discretion in equally dividing the liability arising from the Glenview Avenue property.

¶ 42 E. The Division of Civil-Union Property in the Amended Judgment of Dissolution

¶ 43 Respondent argues that the trial court abused its discretion in the division of the civil-union property in the amended judgment. The division of marital property is a matter within the trial court's discretion and will be disturbed only where the trial court abuses its discretion. *Id.* An abuse of discretion occurs only where, in view of all of the circumstances, the trial court's decision so exceeds the bounds of reason that no reasonable person would adopt the trial court's view. *Id.*

¶ 44 Respondent specifically challenges the division of Cignot as an abuse of discretion. According to respondent, the additional factual determinations set forth in the amended judgment of dissolution support only the conclusion that she should have received the entirety of Cignot with petitioner receiving nothing. In *Hamlin I*, we determined that the distribution of Cignot wholly to respondent was an abuse of discretion. We consider the additional factual determinations in the amended judgment to be amplifications of the original judgment. Most importantly, in the amended judgment, the trial court determined that there was some value to be attributed to the relationship even though the parties were largely independent economic actors during their civil union. In *Hamlin I*, we determined that it was an abuse of discretion to ignore the value of the relationship. Here, respondent argues for precisely the sort of valuation and division that we found to be an abuse of discretion in *Hamlin I*. Viewing the amended judgment and the original judgment of dissolution together in light of our mandate from *Hamlin I*, we

cannot say that the 80%-20% disproportionate distribution of Cignot between respondent and petitioner constituted an abuse of discretion.

¶ 45 To the extent that respondent is generally arguing that the division of civil-union assets constituted an abuse of discretion, we disagree. In the first place, respondent does not make a sufficient argument, beyond her argument about Cignot, as to how the trial court generally abused its discretion in dividing the civil-union property. Accordingly, any general argument about the division of the civil-union assets is forfeited. Ill. S. Ct. R. 341(h)(7) (eff. Jan. 1, 2016). Second, after amending its judgment by dividing Cignot disproportionately and dividing equally all of the remaining civil-union assets, the ultimate distribution of the civil-union estate moved from 73%-27% to 71%-29% between respondent and petitioner. Thus, respondent largely made up in the equal division of the remainder of the civil-union estate what she perceives that she lost in the division of Cignot. Viewing the amended judgment and division of the civil-union estate in light of our mandate in *Hamlin I*, we cannot say that the trial court abused its discretion. Accordingly, we reject respondent's contentions on this point.

¶ 46 F. Attorney Fees

¶ 47 Respondent argues that the trial court abused its discretion in making the fee awards associated with the August 4, 2016, and December 9, 2016, orders and in denying respondent's fee petitions for fees incurred in defense of petitioner's petition for a rule to show cause and for contribution for the fees to be incurred in this appeal. The trial court's decision to award attorney fees will not be disturbed absent an abuse of discretion. *In re Marriage of Heroy*, 2017 IL 120205, ¶ 13.

¶ 48 Respondent first argues that the trial court abused its discretion in awarding petitioner fees incurred in defending the first appeal and in prosecuting her cross-appeal in the first appeal

in the amount of $58,974 as well as awarding petitioner prospective attorney fees for defending the instant appeal in the amount of $10,000. We fully quote respondent's arguments on these two points:

> "Yet no grounds existed for these awards. [Petitioner] earned a good salary, in excess of $100,000 annually. At time of trial, [respondent] had realized an increase in earnings of the two previous years, but that continued ability [to maintain or increase her earnings] was suspect, based on expected federal regulations. Nothing showed that paying her own fees would render [petitioner] lacking in stability, *or* that [respondent] had some greater ability to pay.
>
> In addition, the order that [respondent] pay [petitioner] $10,000 upon filing this appellant's brief is nothing more than an attempt to circumvent this appeal from proceeding." (Emphasis in original.)

¶ 49 The above-quoted material is the complete argument offered by respondent on appeal. We note that respondent adequately cited the rules applicable to her argument and directed us to relevant case law for those general principles. However, as can be seen, there are no citations to the record in the above-quoted material and no citations to other, pertinent legal authority to help respondent to develop her specific, fact-based argument on these points. We find this argument to be vague, incomplete, and undeveloped resulting in forfeiture of the contentions regarding the challenged awards of attorney fees to petitioner. Ill. S. Ct. R. 341(h)(7) (eff. Jan. 1, 2016); *Lindenmulder v. Board of Trustees of the Naperville Firefighters' Pension Fund*, 408 Ill. App. 3d 494, 501 (2011) (the burden of argument and research may not be foisted upon the appellate court). Forfeiture aside, the trial court commented that it considered the appropriate factors required by the statute (750 ILCS 5/508(a) (West 2016)), and, based on its consideration of those

factors, awarded petitioner a portion of the fees she sought. An abuse of discretion occurs only where no reasonable person would take the view adopted by the trial court. *In re Marriage of Schneider*, 214 Ill. 2d 152, 173 (2005). It can perhaps be inferred that respondent is concentrating on the parties' ability to pay or perhaps the destabilization to petitioner's finances that would occur if she were required to bear the obligation to pay her own attorney fees. The trial court's explanation discussed the factors and the fact that petitioner was only allowed to receive contribution, not required, and the trial court awarded only a portion of the fees sought by petitioner. We can infer, then, that the trial court did consider the ability to pay and the potential for destabilization (and we note that respondent, by failing to provide citations to the record has failed to demonstrate that the trial court did not adequately consider these factors). Accordingly, we cannot say that the trial court abused its discretion in awarding attorney fees for the defense of the original appeal, the prosecution of the original cross-appeal, and the prospective award for the defense of this appeal.

¶ 50 We also note that, in respondent's reply brief, respondent develops her argument with citation to the record in order to demonstrate the facts supporting her contention. However, her initial argument on appeal is so lacking, the argument in the reply brief is effectively the first time respondent has raised the argument. An argument sufficiently made for the first time in a reply brief is forfeited. See *Department of Transportation v. Dalzell*, 2018 IL App (2d) 160911, ¶ 126. Accordingly, we will not consider the fuller development of the argument in respondent's reply brief to stand in for her deficient argument in her brief on appeal.

¶ 51 Respondent also challenges the trial court's decisions on her petitions for attorney fees regarding the rule to show cause and for contribution to prosecute the instant appeal. Respondent specifically argues: "This [denying the fee petitions] likewise constituted an abuse of

discretion. [Respondent] does not have the guaranteed, stable income, while [petitioner] does, including as demonstrated over time." This argument is likewise insufficient and forfeited. Ill. S. Ct. R. 341(h)(7) (eff. Jan. 1, 2016); *Lindenmulder*, 408 Ill. App. 3d at 501. To the extent that respondent successfully raises the ability to pay, the trial court held an evidentiary hearing, and the parties testified about their relative abilities to pay without destabilizing their financial positions. We cannot say the trial court's factual determinations (implicit or explicit) are against the manifest weight of the evidence in this regard, and we thus cannot say that the trial court abused its discretion in denying respondent's fee petitions. Additionally, to the extent that respondent's argument in her reply brief is more fully developed, we will not recognize it for the reasons discussed above. See *Dalzell*, 2018 IL App (2d) 160911, ¶ 126.

¶ 52 III. CONCLUSION

¶ 53 For the foregoing reasons, the judgment of the circuit court of Du Page County is affirmed.

¶ 54 Affirmed.