

1 AN ACT concerning civil law.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Illinois Marriage and Dissolution of
5 Marriage Act is amended by changing Sections 452, 501, 502, and
6 503 as follows:

7 (750 ILCS 5/452)

8 Sec. 452. Petition. The parties to a dissolution proceeding
9 may file a joint petition for simplified dissolution if they
10 certify that all of the following conditions exist when the
11 proceeding is commenced:

12 (a) Neither party is dependent on the other party for
13 support or each party is willing to waive the right to
14 support; and the parties understand that consultation with
15 attorneys may help them determine eligibility for spousal
16 support.

17 (b) Either party has met the residency or military
18 presence requirement of Section 401 of this Act.

19 (c) The requirements of Section 401 regarding proof of
20 irreconcilable differences have been met.

21 (d) No children were born of the relationship of the
22 parties or adopted by the parties during the marriage, and
23 the wife, to her knowledge, is not pregnant by the husband.

1 (e) The duration of the marriage does not exceed 8
2 years.

3 (f) Neither party has any interest in real property or
4 retirement benefits unless the retirement benefits are
5 exclusively held in individual retirement accounts and the
6 combined value of the accounts is less than \$10,000.

7 (g) The parties waive any rights to maintenance.

8 (h) The total fair market value of all marital
9 property, after deducting all encumbrances, is less than
10 \$50,000, the combined gross annualized income from all
11 sources is less than \$60,000, and neither party has a gross
12 annualized income from all sources in excess of \$30,000.

13 (i) The parties have disclosed to each other all assets
14 and liabilities and their tax returns for all years of the
15 marriage.

16 (j) The parties have executed a written agreement
17 dividing all assets in excess of \$100 in value and
18 allocating responsibility for debts and liabilities
19 between the parties.

20 (k) The parties have executed a written agreement
21 allocating ownership of and responsibility for any
22 companion animals owned by the parties.

23 (Source: P.A. 99-90, eff. 1-1-16; 99-763, eff. 1-1-17.)

24 (750 ILCS 5/501) (from Ch. 40, par. 501)

25 Sec. 501. Temporary relief. In all proceedings under this

1 Act, temporary relief shall be as follows:

2 (a) Either party may petition or move for:

3 (1) temporary maintenance or temporary support of a
4 child of the marriage entitled to support, accompanied by
5 an affidavit as to the factual basis for the relief
6 requested. One form of financial affidavit, as determined
7 by the Supreme Court, shall be used statewide. The
8 financial affidavit shall be supported by documentary
9 evidence including, but not limited to, income tax returns,
10 pay stubs, and banking statements. Unless the court
11 otherwise directs, any affidavit or supporting documentary
12 evidence submitted pursuant to this paragraph shall not be
13 made part of the public record of the proceedings but shall
14 be available to the court or an appellate court in which
15 the proceedings are subject to review, to the parties,
16 their attorneys, and such other persons as the court may
17 direct. Upon motion of a party, a court may hold a hearing
18 to determine whether and why there is a disparity between a
19 party's sworn affidavit and the supporting documentation.
20 If a party intentionally or recklessly files an inaccurate
21 or misleading financial affidavit, the court shall impose
22 significant penalties and sanctions including, but not
23 limited to, costs and attorney's fees;

24 (2) a temporary restraining order or preliminary
25 injunction, accompanied by affidavit showing a factual
26 basis for any of the following relief:

1 (i) restraining any person from transferring,
2 encumbering, concealing or otherwise disposing of any
3 property except in the usual course of business or for
4 the necessities of life, and, if so restrained,
5 requiring him to notify the moving party and his
6 attorney of any proposed extraordinary expenditures
7 made after the order is issued; however, an order need
8 not include an exception for transferring,
9 encumbering, or otherwise disposing of property in the
10 usual course of business or for the necessities of life
11 if the court enters appropriate orders that enable the
12 parties to pay their necessary personal and business
13 expenses including, but not limited to, appropriate
14 professionals to assist the court pursuant to
15 subsection (1) of Section 503 to administer the payment
16 and accounting of such living and business expenses;

17 (ii) enjoining a party from removing a child from
18 the jurisdiction of the court for more than 14 days;

19 (iii) enjoining a party from striking or
20 interfering with the personal liberty of the other
21 party or of any child; or

22 (iv) providing other injunctive relief proper in
23 the circumstances; or

24 (3) other appropriate temporary relief including, in
25 the discretion of the court, ordering the purchase or sale
26 of assets and requiring that a party or parties borrow

1 funds in the appropriate circumstances.

2 Issues concerning temporary maintenance or temporary
3 support of a child entitled to support shall be dealt with on a
4 summary basis based on allocated parenting time, financial
5 affidavits, tax returns, pay stubs, banking statements, and
6 other relevant documentation, except an evidentiary hearing
7 may be held upon a showing of good cause. If a party
8 intentionally or recklessly files an inaccurate or misleading
9 financial affidavit, the court shall impose significant
10 penalties and sanctions including, but not limited to, costs
11 and attorney's fees resulting from the improper
12 representation.

13 (b) The court may issue a temporary restraining order
14 without requiring notice to the other party only if it finds,
15 on the basis of the moving affidavit or other evidence, that
16 irreparable injury will result to the moving party if no order
17 is issued until the time for responding has elapsed.

18 (c) A response hereunder may be filed within 21 days after
19 service of notice of motion or at the time specified in the
20 temporary restraining order.

21 (c-1) As used in this subsection (c-1), "interim attorney's
22 fees and costs" means attorney's fees and costs assessed from
23 time to time while a case is pending, in favor of the
24 petitioning party's current counsel, for reasonable fees and
25 costs either already incurred or to be incurred, and "interim
26 award" means an award of interim attorney's fees and costs.

1 Interim awards shall be governed by the following:

2 (1) Except for good cause shown, a proceeding for (or
3 relating to) interim attorney's fees and costs in a
4 pre-judgment dissolution proceeding shall be
5 nonevidentiary and summary in nature. All hearings for or
6 relating to interim attorney's fees and costs under this
7 subsection shall be scheduled expeditiously by the court.
8 When a party files a petition for interim attorney's fees
9 and costs supported by one or more affidavits that
10 delineate relevant factors, the court (or a hearing
11 officer) shall assess an interim award after affording the
12 opposing party a reasonable opportunity to file a
13 responsive pleading. A responsive pleading shall set out
14 the amount of each retainer or other payment or payments,
15 or both, previously paid to the responding party's counsel
16 by or on behalf of the responding party. A responsive
17 pleading shall include costs incurred, and shall indicate
18 whether the costs are paid or unpaid. In assessing an
19 interim award, the court shall consider all relevant
20 factors, as presented, that appear reasonable and
21 necessary, including to the extent applicable:

22 (A) the income and property of each party,
23 including alleged marital property within the sole
24 control of one party and alleged non-marital property
25 within access to a party;

26 (B) the needs of each party;

- 1 (C) the realistic earning capacity of each party;
- 2 (D) any impairment to present earning capacity of
3 either party, including age and physical and emotional
4 health;
- 5 (E) the standard of living established during the
6 marriage;
- 7 (F) the degree of complexity of the issues,
8 including allocation of parental responsibility,
9 valuation or division (or both) of closely held
10 businesses, and tax planning, as well as reasonable
11 needs for expert investigations or expert witnesses,
12 or both;
- 13 (G) each party's access to relevant information;
- 14 (H) the amount of the payment or payments made or
15 reasonably expected to be made to the attorney for the
16 other party; and
- 17 (I) any other factor that the court expressly finds
18 to be just and equitable.
- 19 (2) Any assessment of an interim award (including one
20 pursuant to an agreed order) shall be without prejudice to
21 any final allocation and without prejudice as to any claim
22 or right of either party or any counsel of record at the
23 time of the award. Any such claim or right may be presented
24 by the appropriate party or counsel at a hearing on
25 contribution under subsection (j) of Section 503 or a
26 hearing on counsel's fees under subsection (c) of Section

1 508. Unless otherwise ordered by the court at the final
2 hearing between the parties or in a hearing under
3 subsection (j) of Section 503 or subsection (c) of Section
4 508, interim awards, as well as the aggregate of all other
5 payments by each party to counsel and related payments to
6 third parties, shall be deemed to have been advances from
7 the parties' marital estate. Any portion of any interim
8 award constituting an overpayment shall be remitted back to
9 the appropriate party or parties, or, alternatively, to
10 successor counsel, as the court determines and directs,
11 after notice in a form designated by the Supreme Court. An
12 order for the award of interim attorney's fees shall be a
13 standardized form order and labeled "Interim Fee Award
14 Order".

15 (3) In any proceeding under this subsection (c-1), the
16 court (or hearing officer) shall assess an interim award
17 against an opposing party in an amount necessary to enable
18 the petitioning party to participate adequately in the
19 litigation, upon findings that the party from whom
20 attorney's fees and costs are sought has the financial
21 ability to pay reasonable amounts and that the party
22 seeking attorney's fees and costs lacks sufficient access
23 to assets or income to pay reasonable amounts. In
24 determining an award, the court shall consider whether
25 adequate participation in the litigation requires
26 expenditure of more fees and costs for a party that is not

1 in control of assets or relevant information. Except for
2 good cause shown, an interim award shall not be less than
3 payments made or reasonably expected to be made to the
4 counsel for the other party. If the court finds that both
5 parties lack financial ability or access to assets or
6 income for reasonable attorney's fees and costs, the court
7 (or hearing officer) shall enter an order that allocates
8 available funds for each party's counsel, including
9 retainers or interim payments, or both, previously paid, in
10 a manner that achieves substantial parity between the
11 parties.

12 (4) The changes to this Section 501 made by this
13 amendatory Act of 1996 apply to cases pending on or after
14 June 1, 1997, except as otherwise provided in Section 508.

15 (c-2) Allocation of use of marital residence. Where there
16 is on file a verified complaint or verified petition seeking
17 temporary eviction from the marital residence, the court may,
18 during the pendency of the proceeding, only in cases where the
19 physical or mental well-being of either spouse or his or her
20 children is jeopardized by occupancy of the marital residence
21 by both spouses, and only upon due notice and full hearing,
22 unless waived by the court on good cause shown, enter orders
23 granting the exclusive possession of the marital residence to
24 either spouse, by eviction from, or restoration of, the marital
25 residence, until the final determination of the cause pursuant
26 to the factors listed in Section 602.7 of this Act. No such

1 order shall in any manner affect any estate in homestead
2 property of either party. In entering orders under this
3 subsection (c-2), the court shall balance hardships to the
4 parties.

5 (d) A temporary order entered under this Section:

6 (1) does not prejudice the rights of the parties or the
7 child which are to be adjudicated at subsequent hearings in
8 the proceeding;

9 (2) may be revoked or modified before final judgment,
10 on a showing by affidavit and upon hearing; and

11 (3) terminates when the final judgment is entered or
12 when the petition for dissolution of marriage or legal
13 separation or declaration of invalidity of marriage is
14 dismissed.

15 (e) The fees or costs of mediation shall be borne by the
16 parties and may be assessed by the court as it deems equitable
17 without prejudice and are subject to reallocation at the
18 conclusion of the case.

19 (f) Companion animals. Either party may petition or move
20 for the temporary allocation of sole or joint possession of and
21 responsibility for a companion animal jointly owned by the
22 parties. In issuing an order under this subsection, the court
23 shall take into consideration the well-being of the companion
24 animal.

25 (Source: P.A. 99-90, eff. 1-1-16; 99-763, eff. 1-1-17.)

1 (750 ILCS 5/502) (from Ch. 40, par. 502)

2 Sec. 502. Agreement.

3 (a) To promote amicable settlement of disputes between
4 parties to a marriage attendant upon the dissolution of their
5 marriage, the parties may enter into an agreement containing
6 provisions for disposition of any property owned by either of
7 them, maintenance of either of them, support, parental
8 responsibility allocation of their children, and support of
9 their children as provided in Sections 513 and 513.5 after the
10 children attain majority. The parties may also enter into an
11 agreement allocating the sole or joint ownership of or
12 responsibility for a companion animal. Any agreement pursuant
13 to this Section must be in writing, except for good cause shown
14 with the approval of the court, before proceeding to an oral
15 prove up.

16 (b) The terms of the agreement, except those providing for
17 the support and parental responsibility allocation of
18 children, are binding upon the court unless it finds, after
19 considering the economic circumstances of the parties and any
20 other relevant evidence produced by the parties, on their own
21 motion or on request of the court, that the agreement is
22 unconscionable. The terms of the agreement incorporated into
23 the judgment are binding if there is any conflict between the
24 terms of the agreement and any testimony made at an uncontested
25 prove-up hearing on the grounds or the substance of the
26 agreement.

1 (c) If the court finds the agreement unconscionable, it may
2 request the parties to submit a revised agreement or upon
3 hearing, may make orders for the disposition of property,
4 maintenance, child support and other matters.

5 (d) Unless the agreement provides to the contrary, its
6 terms shall be set forth in the judgment, and the parties shall
7 be ordered to perform under such terms, or if the agreement
8 provides that its terms shall not be set forth in the judgment,
9 the judgment shall identify the agreement and state that the
10 court has approved its terms.

11 (e) Terms of the agreement set forth in the judgment are
12 enforceable by all remedies available for enforcement of a
13 judgment, including contempt, and are enforceable as contract
14 terms.

15 (f) Child support, support of children as provided in
16 Sections 513 and 513.5 after the children attain majority, and
17 parental responsibility allocation of children may be modified
18 upon a showing of a substantial change in circumstances. The
19 parties may provide that maintenance is non-modifiable in
20 amount, duration, or both. If the parties do not provide that
21 maintenance is non-modifiable in amount, duration, or both,
22 then those terms are modifiable upon a substantial change of
23 circumstances. Property provisions of an agreement are never
24 modifiable. The judgment may expressly preclude or limit
25 modification of other terms set forth in the judgment if the
26 agreement so provides. Otherwise, terms of an agreement set

1 forth in the judgment are automatically modified by
2 modification of the judgment.

3 (Source: P.A. 99-90, eff. 1-1-16; 99-763, eff. 1-1-17.)

4 (750 ILCS 5/503) (from Ch. 40, par. 503)

5 Sec. 503. Disposition of property and debts.

6 (a) For purposes of this Act, "marital property" means all
7 property, including debts and other obligations, acquired by
8 either spouse subsequent to the marriage, except the following,
9 which is known as "non-marital property":

10 (1) property acquired by gift, legacy or descent or
11 property acquired in exchange for such property;

12 (2) property acquired in exchange for property
13 acquired before the marriage;

14 (3) property acquired by a spouse after a judgment of
15 legal separation;

16 (4) property excluded by valid agreement of the
17 parties, including a premarital agreement or a postnuptial
18 agreement;

19 (5) any judgment or property obtained by judgment
20 awarded to a spouse from the other spouse except, however,
21 when a spouse is required to sue the other spouse in order
22 to obtain insurance coverage or otherwise recover from a
23 third party and the recovery is directly related to amounts
24 advanced by the marital estate, the judgment shall be
25 considered marital property;

1 (6) property acquired before the marriage, except as it
2 relates to retirement plans that may have both marital and
3 non-marital characteristics;

4 (6.5) all property acquired by a spouse by the sole use
5 of non-marital property as collateral for a loan that then
6 is used to acquire property during the marriage; to the
7 extent that the marital estate repays any portion of the
8 loan, it shall be considered a contribution from the
9 marital estate to the non-marital estate subject to
10 reimbursement;

11 (7) the increase in value of non-marital property,
12 irrespective of whether the increase results from a
13 contribution of marital property, non-marital property,
14 the personal effort of a spouse, or otherwise, subject to
15 the right of reimbursement provided in subsection (c) of
16 this Section; and

17 (8) income from property acquired by a method listed in
18 paragraphs (1) through (7) of this subsection if the income
19 is not attributable to the personal effort of a spouse.

20 Property acquired prior to a marriage that would otherwise
21 be non-marital property shall not be deemed to be marital
22 property solely because the property was acquired in
23 contemplation of marriage.

24 The court shall make specific factual findings as to its
25 classification of assets as marital or non-marital property,
26 values, and other factual findings supporting its property

1 award.

2 (b)(1) For purposes of distribution of property, all
3 property acquired by either spouse after the marriage and
4 before a judgment of dissolution of marriage or declaration of
5 invalidity of marriage is presumed marital property. This
6 presumption includes non-marital property transferred into
7 some form of co-ownership between the spouses, regardless of
8 whether title is held individually or by the spouses in some
9 form of co-ownership such as joint tenancy, tenancy in common,
10 tenancy by the entirety, or community property. The presumption
11 of marital property is overcome by showing through clear and
12 convincing evidence that the property was acquired by a method
13 listed in subsection (a) of this Section or was done for estate
14 or tax planning purposes or for other reasons that establish
15 that a transfer between spouses was not intended to be a gift.

16 (2) For purposes of distribution of property pursuant to
17 this Section, all pension benefits (including pension benefits
18 under the Illinois Pension Code, defined benefit plans, defined
19 contribution plans and accounts, individual retirement
20 accounts, and non-qualified plans) acquired by or participated
21 in by either spouse after the marriage and before a judgment of
22 dissolution of marriage or legal separation or declaration of
23 invalidity of the marriage are presumed to be marital property.
24 A spouse may overcome the presumption that these pension
25 benefits are marital property by showing through clear and
26 convincing evidence that the pension benefits were acquired by

1 a method listed in subsection (a) of this Section. The right to
2 a division of pension benefits in just proportions under this
3 Section is enforceable under Section 1-119 of the Illinois
4 Pension Code.

5 The value of pension benefits in a retirement system
6 subject to the Illinois Pension Code shall be determined in
7 accordance with the valuation procedures established by the
8 retirement system.

9 The recognition of pension benefits as marital property and
10 the division of those benefits pursuant to a Qualified Illinois
11 Domestic Relations Order shall not be deemed to be a
12 diminishment, alienation, or impairment of those benefits. The
13 division of pension benefits is an allocation of property in
14 which each spouse has a species of common ownership.

15 (3) For purposes of distribution of property under this
16 Section, all stock options and restricted stock or similar form
17 of benefit granted to either spouse after the marriage and
18 before a judgment of dissolution of marriage or legal
19 separation or declaration of invalidity of marriage, whether
20 vested or non-vested or whether their value is ascertainable,
21 are presumed to be marital property. This presumption of
22 marital property is overcome by a showing that the stock
23 options or restricted stock or similar form of benefit were
24 acquired by a method listed in subsection (a) of this Section.
25 The court shall allocate stock options and restricted stock or
26 similar form of benefit between the parties at the time of the

1 judgment of dissolution of marriage or declaration of
2 invalidity of marriage recognizing that the value of the stock
3 options and restricted stock or similar form of benefit may not
4 be then determinable and that the actual division of the
5 options may not occur until a future date. In making the
6 allocation between the parties, the court shall consider, in
7 addition to the factors set forth in subsection (d) of this
8 Section, the following:

9 (i) All circumstances underlying the grant of the stock
10 option and restricted stock or similar form of benefit
11 including but not limited to the vesting schedule, whether
12 the grant was for past, present, or future efforts, whether
13 the grant is designed to promote future performance or
14 employment, or any combination thereof.

15 (ii) The length of time from the grant of the option to
16 the time the option is exercisable.

17 (b-5) As to any existing policy of life insurance insuring
18 the life of either spouse, or any interest in such policy, that
19 constitutes marital property, whether whole life, term life,
20 group term life, universal life, or other form of life
21 insurance policy, and whether or not the value is
22 ascertainable, the court shall allocate ownership, death
23 benefits or the right to assign death benefits, and the
24 obligation for premium payments, if any, equitably between the
25 parties at the time of the judgment for dissolution or
26 declaration of invalidity of marriage.

1 (c) Commingled marital and non-marital property shall be
2 treated in the following manner, unless otherwise agreed by the
3 spouses:

4 (1) (A) If marital and non-marital property are
5 commingled by one estate being contributed into the other,
6 the following shall apply:

7 (i) If the contributed property loses its
8 identity, the contributed property transmutes to the
9 estate receiving the property, subject to the
10 provisions of paragraph (2) of this subsection (c).

11 (ii) If the contributed property retains its
12 identity, it does not transmute and remains property of
13 the contributing estate.

14 (B) If marital and non-marital property are commingled
15 into newly acquired property resulting in a loss of
16 identity of the contributing estates, the commingled
17 property shall be deemed transmuted to marital property,
18 subject to the provisions of paragraph (2) of this
19 subsection (c).

20 (2) (A) When one estate of property makes a contribution
21 to another estate of property, the contributing estate
22 shall be reimbursed from the estate receiving the
23 contribution notwithstanding any transmutation. No such
24 reimbursement shall be made with respect to a contribution
25 that is not traceable by clear and convincing evidence or
26 that was a gift. The court may provide for reimbursement

1 out of the marital property to be divided or by imposing a
2 lien against the non-marital property that received the
3 contribution.

4 (B) When a spouse contributes personal effort to
5 non-marital property, it shall be deemed a contribution
6 from the marital estate, which shall receive reimbursement
7 for the efforts if the efforts are significant and result
8 in substantial appreciation to the non-marital property
9 except that if the marital estate reasonably has been
10 compensated for his or her efforts, it shall not be deemed
11 a contribution to the marital estate and there shall be no
12 reimbursement to the marital estate. The court may provide
13 for reimbursement out of the marital property to be divided
14 or by imposing a lien against the non-marital property
15 which received the contribution.

16 (d) In a proceeding for dissolution of marriage or
17 declaration of invalidity of marriage, or in a proceeding for
18 disposition of property following dissolution of marriage by a
19 court that lacked personal jurisdiction over the absent spouse
20 or lacked jurisdiction to dispose of the property, the court
21 shall assign each spouse's non-marital property to that spouse.
22 It also shall divide the marital property without regard to
23 marital misconduct in just proportions considering all
24 relevant factors, including:

25 (1) each party's contribution to the acquisition,
26 preservation, or increase or decrease in value of the

1 marital or non-marital property, including (i) any
2 decrease attributable to an advance from the parties'
3 marital estate under subsection (c-1)(2) of Section 501;
4 (ii) the contribution of a spouse as a homemaker or to the
5 family unit; and (iii) whether the contribution is after
6 the commencement of a proceeding for dissolution of
7 marriage or declaration of invalidity of marriage;

8 (2) the dissipation by each party of the marital
9 property, provided that a party's claim of dissipation is
10 subject to the following conditions:

11 (i) a notice of intent to claim dissipation shall
12 be given no later than 60 days before trial or 30 days
13 after discovery closes, whichever is later;

14 (ii) the notice of intent to claim dissipation
15 shall contain, at a minimum, a date or period of time
16 during which the marriage began undergoing an
17 irretrievable breakdown, an identification of the
18 property dissipated, and a date or period of time
19 during which the dissipation occurred;

20 (iii) a certificate or service of the notice of
21 intent to claim dissipation shall be filed with the
22 clerk of the court and be served pursuant to applicable
23 rules;

24 (iv) no dissipation shall be deemed to have
25 occurred prior to 3 years after the party claiming
26 dissipation knew or should have known of the

1 dissipation, but in no event prior to 5 years before

2 the filing of the petition for dissolution of marriage;

3 (3) the value of the property assigned to each spouse;

4 (4) the duration of the marriage;

5 (5) the relevant economic circumstances of each spouse

6 when the division of property is to become effective,

7 including the desirability of awarding the family home, or

8 the right to live therein for reasonable periods, to the

9 spouse having the primary residence of the children;

10 (6) any obligations and rights arising from a prior

11 marriage of either party;

12 (7) any prenuptial or postnuptial agreement of the

13 parties;

14 (8) the age, health, station, occupation, amount and

15 sources of income, vocational skills, employability,

16 estate, liabilities, and needs of each of the parties;

17 (9) the custodial provisions for any children;

18 (10) whether the apportionment is in lieu of or in

19 addition to maintenance;

20 (11) the reasonable opportunity of each spouse for

21 future acquisition of capital assets and income; and

22 (12) the tax consequences of the property division upon

23 the respective economic circumstances of the parties.

24 (e) Each spouse has a species of common ownership in the

25 marital property which vests at the time dissolution

26 proceedings are commenced and continues only during the

1 pendency of the action. Any such interest in marital property
2 shall not encumber that property so as to restrict its
3 transfer, assignment or conveyance by the title holder unless
4 such title holder is specifically enjoined from making such
5 transfer, assignment or conveyance.

6 (f) In a proceeding for dissolution of marriage or
7 declaration of invalidity of marriage or in a proceeding for
8 disposition of property following dissolution of marriage by a
9 court that lacked personal jurisdiction over the absent spouse
10 or lacked jurisdiction to dispose of the property, the court,
11 in determining the value of the marital and non-marital
12 property for purposes of dividing the property, has the
13 discretion to use the date of the trial or such other date as
14 agreed upon by the parties, or ordered by the court within its
15 discretion, for purposes of determining the value of assets or
16 property.

17 (g) The court if necessary to protect and promote the best
18 interests of the children may set aside a portion of the
19 jointly or separately held estates of the parties in a separate
20 fund or trust for the support, maintenance, education, physical
21 and mental health, and general welfare of any minor, dependent,
22 or incompetent child of the parties. In making a determination
23 under this subsection, the court may consider, among other
24 things, the conviction of a party of any of the offenses set
25 forth in Section 11-1.20, 11-1.30, 11-1.40, 11-1.50, 11-1.60,
26 12-3.3, 12-4, 12-4.1, 12-4.2, 12-4.3, 12-13, 12-14, 12-14.1,

1 12-15, or 12-16, or Section 12-3.05 except for subdivision
2 (a) (4) or (g) (1), of the Criminal Code of 1961 or the Criminal
3 Code of 2012 if the victim is a child of one or both of the
4 parties, and there is a need for, and cost of, care, healing
5 and counseling for the child who is the victim of the crime.

6 (h) Unless specifically directed by a reviewing court, or
7 upon good cause shown, the court shall not on remand consider
8 any increase or decrease in the value of any "marital" or
9 "non-marital" property occurring since the assessment of such
10 property at the original trial or hearing, but shall use only
11 that assessment made at the original trial or hearing.

12 (i) The court may make such judgments affecting the marital
13 property as may be just and may enforce such judgments by
14 ordering a sale of marital property, with proceeds therefrom to
15 be applied as determined by the court.

16 (j) After proofs have closed in the final hearing on all
17 other issues between the parties (or in conjunction with the
18 final hearing, if all parties so stipulate) and before judgment
19 is entered, a party's petition for contribution to fees and
20 costs incurred in the proceeding shall be heard and decided, in
21 accordance with the following provisions:

22 (1) A petition for contribution, if not filed before
23 the final hearing on other issues between the parties,
24 shall be filed no later than 14 days after the closing of
25 proofs in the final hearing or within such other period as
26 the court orders.

1 (2) Any award of contribution to one party from the
2 other party shall be based on the criteria for division of
3 marital property under this Section 503 and, if maintenance
4 has been awarded, on the criteria for an award of
5 maintenance under Section 504.

6 (3) The filing of a petition for contribution shall not
7 be deemed to constitute a waiver of the attorney-client
8 privilege between the petitioning party and current or
9 former counsel; and such a waiver shall not constitute a
10 prerequisite to a hearing for contribution. If either
11 party's presentation on contribution, however, includes
12 evidence within the scope of the attorney-client
13 privilege, the disclosure or disclosures shall be narrowly
14 construed and shall not be deemed by the court to
15 constitute a general waiver of the privilege as to matters
16 beyond the scope of the presentation.

17 (4) No finding on which a contribution award is based
18 or denied shall be asserted against counsel or former
19 counsel for purposes of any hearing under subsection (c) or
20 (e) of Section 508.

21 (5) A contribution award (payable to either the
22 petitioning party or the party's counsel, or jointly, as
23 the court determines) may be in the form of either a set
24 dollar amount or a percentage of fees and costs (or a
25 portion of fees and costs) to be subsequently agreed upon
26 by the petitioning party and counsel or, alternatively,

1 thereafter determined in a hearing pursuant to subsection
2 (c) of Section 508 or previously or thereafter determined
3 in an independent proceeding under subsection (e) of
4 Section 508.

5 (6) The changes to this Section 503 made by this
6 amendatory Act of 1996 apply to cases pending on or after
7 June 1, 1997, except as otherwise provided in Section 508.

8 (k) In determining the value of assets or property under
9 this Section, the court shall employ a fair market value
10 standard. The date of valuation for the purposes of division of
11 assets shall be the date of trial or such other date as agreed
12 by the parties or ordered by the court, within its discretion.
13 If the court grants a petition brought under Section 2-1401 of
14 the Code of Civil Procedure, then the court has the discretion
15 to use the date of the trial or such other date as agreed upon
16 by the parties, or ordered by the court within its discretion,
17 for purposes of determining the value of assets or property.

18 (1) The court may seek the advice of financial experts or
19 other professionals, whether or not employed by the court on a
20 regular basis. The advice given shall be in writing and made
21 available by the court to counsel. Counsel may examine as a
22 witness any professional consulted by the court designated as
23 the court's witness. Professional personnel consulted by the
24 court are subject to subpoena for the purposes of discovery,
25 trial, or both. The court shall allocate the costs and fees of
26 those professional personnel between the parties based upon the

1 financial ability of each party and any other criteria the
2 court considers appropriate, and the allocation is subject to
3 reallocation under subsection (a) of Section 508. Upon the
4 request of any party or upon the court's own motion, the court
5 may conduct a hearing as to the reasonableness of those fees
6 and costs.

7 (m) The changes made to this Section by Public Act 97-941
8 apply only to petitions for dissolution of marriage filed on or
9 after January 1, 2013 (the effective date of Public Act
10 97-941).

11 (n) If the court finds that a companion animal of the
12 parties is a marital asset, it shall allocate the sole or joint
13 ownership of and responsibility for a companion animal of the
14 parties. In issuing an order under this subsection, the court
15 shall take into consideration the well-being of the companion
16 animal.

17 (Source: P.A. 99-78, eff. 7-20-15; 99-90, eff. 1-1-16; 99-763,
18 eff. 1-1-17.)