

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. As used in this
23 Section, "companion animal" does not include a service
24 animal as defined in Section 2.01c of the Humane Care for
25 Animals Act.

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

1 (750 ILCS 5/501) (from Ch. 40, par. 501)

2 Sec. 501. Temporary relief. In all proceedings under this
3 Act, temporary relief shall be as follows:

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

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

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

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

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

22 (iii) enjoining a party from striking or
23 interfering with the personal liberty of the other
24 party or of any child; or

25 (iv) providing other injunctive relief proper in
26 the circumstances; or

1 (3) other appropriate temporary relief including, in
2 the discretion of the court, ordering the purchase or sale
3 of assets and requiring that a party or parties borrow
4 funds in the appropriate circumstances.

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

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

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

24 (c-1) As used in this subsection (c-1), "interim attorney's
25 fees and costs" means attorney's fees and costs assessed from
26 time to time while a case is pending, in favor of the

1 petitioning party's current counsel, for reasonable fees and
2 costs either already incurred or to be incurred, and "interim
3 award" means an award of interim attorney's fees and costs.
4 Interim awards shall be governed by the following:

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

25 (A) the income and property of each party,
26 including alleged marital property within the sole

1 control of one party and alleged non-marital property
2 within access to a party;

3 (B) the needs of each party;

4 (C) the realistic earning capacity of each party;

5 (D) any impairment to present earning capacity of
6 either party, including age and physical and emotional
7 health;

8 (E) the standard of living established during the
9 marriage;

10 (F) the degree of complexity of the issues,
11 including allocation of parental responsibility,
12 valuation or division (or both) of closely held
13 businesses, and tax planning, as well as reasonable
14 needs for expert investigations or expert witnesses,
15 or both;

16 (G) each party's access to relevant information;

17 (H) the amount of the payment or payments made or
18 reasonably expected to be made to the attorney for the
19 other party; and

20 (I) any other factor that the court expressly finds
21 to be just and equitable.

22 (2) Any assessment of an interim award (including one
23 pursuant to an agreed order) shall be without prejudice to
24 any final allocation and without prejudice as to any claim
25 or right of either party or any counsel of record at the
26 time of the award. Any such claim or right may be presented

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

18 (3) In any proceeding under this subsection (c-1), the
19 court (or hearing officer) shall assess an interim award
20 against an opposing party in an amount necessary to enable
21 the petitioning party to participate adequately in the
22 litigation, upon findings that the party from whom
23 attorney's fees and costs are sought has the financial
24 ability to pay reasonable amounts and that the party
25 seeking attorney's fees and costs lacks sufficient access
26 to assets or income to pay reasonable amounts. In

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

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

18 (c-2) Allocation of use of marital residence. Where there
19 is on file a verified complaint or verified petition seeking
20 temporary eviction from the marital residence, the court may,
21 during the pendency of the proceeding, only in cases where the
22 physical or mental well-being of either spouse or his or her
23 children is jeopardized by occupancy of the marital residence
24 by both spouses, and only upon due notice and full hearing,
25 unless waived by the court on good cause shown, enter orders
26 granting the exclusive possession of the marital residence to

1 either spouse, by eviction from, or restoration of, the marital
2 residence, until the final determination of the cause pursuant
3 to the factors listed in Section 602.7 of this Act. No such
4 order shall in any manner affect any estate in homestead
5 property of either party. In entering orders under this
6 subsection (c-2), the court shall balance hardships to the
7 parties.

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

9 (1) does not prejudice the rights of the parties or the
10 child which are to be adjudicated at subsequent hearings in
11 the proceeding;

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

14 (3) terminates when the final judgment is entered or
15 when the petition for dissolution of marriage or legal
16 separation or declaration of invalidity of marriage is
17 dismissed.

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

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

1 animal. As used in this Section, "companion animal" does not
2 include a service animal as defined in Section 2.01c of the
3 Humane Care for Animals Act.

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

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

6 Sec. 502. Agreement.

7 (a) To promote amicable settlement of disputes between
8 parties to a marriage attendant upon the dissolution of their
9 marriage, the parties may enter into an agreement containing
10 provisions for disposition of any property owned by either of
11 them, maintenance of either of them, support, parental
12 responsibility allocation of their children, and support of
13 their children as provided in Sections 513 and 513.5 after the
14 children attain majority. The parties may also enter into an
15 agreement allocating the sole or joint ownership of or
16 responsibility for a companion animal. As used in this Section,
17 "companion animal" does not include a service animal as defined
18 in Section 2.01c of the Humane Care for Animals Act. Any
19 agreement pursuant to this Section must be in writing, except
20 for good cause shown with the approval of the court, before
21 proceeding to an oral prove up.

22 (b) The terms of the agreement, except those providing for
23 the support and parental responsibility allocation of
24 children, are binding upon the court unless it finds, after
25 considering the economic circumstances of the parties and any

1 other relevant evidence produced by the parties, on their own
2 motion or on request of the court, that the agreement is
3 unconscionable. The terms of the agreement incorporated into
4 the judgment are binding if there is any conflict between the
5 terms of the agreement and any testimony made at an uncontested
6 prove-up hearing on the grounds or the substance of the
7 agreement.

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

12 (d) Unless the agreement provides to the contrary, its
13 terms shall be set forth in the judgment, and the parties shall
14 be ordered to perform under such terms, or if the agreement
15 provides that its terms shall not be set forth in the judgment,
16 the judgment shall identify the agreement and state that the
17 court has approved its terms.

18 (e) Terms of the agreement set forth in the judgment are
19 enforceable by all remedies available for enforcement of a
20 judgment, including contempt, and are enforceable as contract
21 terms.

22 (f) Child support, support of children as provided in
23 Sections 513 and 513.5 after the children attain majority, and
24 parental responsibility allocation of children may be modified
25 upon a showing of a substantial change in circumstances. The
26 parties may provide that maintenance is non-modifiable in

1 amount, duration, or both. If the parties do not provide that
2 maintenance is non-modifiable in amount, duration, or both,
3 then those terms are modifiable upon a substantial change of
4 circumstances. Property provisions of an agreement are never
5 modifiable. The judgment may expressly preclude or limit
6 modification of other terms set forth in the judgment if the
7 agreement so provides. Otherwise, terms of an agreement set
8 forth in the judgment are automatically modified by
9 modification of the judgment.

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

11 (750 ILCS 5/503) (from Ch. 40, par. 503)

12 Sec. 503. Disposition of property and debts.

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

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

19 (2) property acquired in exchange for property
20 acquired before the marriage;

21 (3) property acquired by a spouse after a judgment of
22 legal separation;

23 (4) property excluded by valid agreement of the
24 parties, including a premarital agreement or a postnuptial
25 agreement;

1 (5) any judgment or property obtained by judgment
2 awarded to a spouse from the other spouse except, however,
3 when a spouse is required to sue the other spouse in order
4 to obtain insurance coverage or otherwise recover from a
5 third party and the recovery is directly related to amounts
6 advanced by the marital estate, the judgment shall be
7 considered marital property;

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

11 (6.5) all property acquired by a spouse by the sole use
12 of non-marital property as collateral for a loan that then
13 is used to acquire property during the marriage; to the
14 extent that the marital estate repays any portion of the
15 loan, it shall be considered a contribution from the
16 marital estate to the non-marital estate subject to
17 reimbursement;

18 (7) the increase in value of non-marital property,
19 irrespective of whether the increase results from a
20 contribution of marital property, non-marital property,
21 the personal effort of a spouse, or otherwise, subject to
22 the right of reimbursement provided in subsection (c) of
23 this Section; and

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

1 Property acquired prior to a marriage that would otherwise
2 be non-marital property shall not be deemed to be marital
3 property solely because the property was acquired in
4 contemplation of marriage.

5 The court shall make specific factual findings as to its
6 classification of assets as marital or non-marital property,
7 values, and other factual findings supporting its property
8 award.

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

23 (2) For purposes of distribution of property pursuant to
24 this Section, all pension benefits (including pension benefits
25 under the Illinois Pension Code, defined benefit plans, defined
26 contribution plans and accounts, individual retirement

1 accounts, and non-qualified plans) acquired by or participated
2 in by either spouse after the marriage and before a judgment of
3 dissolution of marriage or legal separation or declaration of
4 invalidity of the marriage are presumed to be marital property.
5 A spouse may overcome the presumption that these pension
6 benefits are marital property by showing through clear and
7 convincing evidence that the pension benefits were acquired by
8 a method listed in subsection (a) of this Section. The right to
9 a division of pension benefits in just proportions under this
10 Section is enforceable under Section 1-119 of the Illinois
11 Pension Code.

12 The value of pension benefits in a retirement system
13 subject to the Illinois Pension Code shall be determined in
14 accordance with the valuation procedures established by the
15 retirement system.

16 The recognition of pension benefits as marital property and
17 the division of those benefits pursuant to a Qualified Illinois
18 Domestic Relations Order shall not be deemed to be a
19 diminishment, alienation, or impairment of those benefits. The
20 division of pension benefits is an allocation of property in
21 which each spouse has a species of common ownership.

22 (3) For purposes of distribution of property under this
23 Section, all stock options and restricted stock or similar form
24 of benefit granted to either spouse after the marriage and
25 before a judgment of dissolution of marriage or legal
26 separation or declaration of invalidity of marriage, whether

1 vested or non-vested or whether their value is ascertainable,
2 are presumed to be marital property. This presumption of
3 marital property is overcome by a showing that the stock
4 options or restricted stock or similar form of benefit were
5 acquired by a method listed in subsection (a) of this Section.
6 The court shall allocate stock options and restricted stock or
7 similar form of benefit between the parties at the time of the
8 judgment of dissolution of marriage or declaration of
9 invalidity of marriage recognizing that the value of the stock
10 options and restricted stock or similar form of benefit may not
11 be then determinable and that the actual division of the
12 options may not occur until a future date. In making the
13 allocation between the parties, the court shall consider, in
14 addition to the factors set forth in subsection (d) of this
15 Section, the following:

16 (i) All circumstances underlying the grant of the stock
17 option and restricted stock or similar form of benefit
18 including but not limited to the vesting schedule, whether
19 the grant was for past, present, or future efforts, whether
20 the grant is designed to promote future performance or
21 employment, or any combination thereof.

22 (ii) The length of time from the grant of the option to
23 the time the option is exercisable.

24 (b-5) As to any existing policy of life insurance insuring
25 the life of either spouse, or any interest in such policy, that
26 constitutes marital property, whether whole life, term life,

1 group term life, universal life, or other form of life
2 insurance policy, and whether or not the value is
3 ascertainable, the court shall allocate ownership, death
4 benefits or the right to assign death benefits, and the
5 obligation for premium payments, if any, equitably between the
6 parties at the time of the judgment for dissolution or
7 declaration of invalidity of marriage.

8 (c) Commingled marital and non-marital property shall be
9 treated in the following manner, unless otherwise agreed by the
10 spouses:

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

14 (i) If the contributed property loses its
15 identity, the contributed property transmutes to the
16 estate receiving the property, subject to the
17 provisions of paragraph (2) of this subsection (c).

18 (ii) If the contributed property retains its
19 identity, it does not transmute and remains property of
20 the contributing estate.

21 (B) If marital and non-marital property are commingled
22 into newly acquired property resulting in a loss of
23 identity of the contributing estates, the commingled
24 property shall be deemed transmuted to marital property,
25 subject to the provisions of paragraph (2) of this
26 subsection (c).

1 (2) (A) When one estate of property makes a contribution
2 to another estate of property, the contributing estate
3 shall be reimbursed from the estate receiving the
4 contribution notwithstanding any transmutation. No such
5 reimbursement shall be made with respect to a contribution
6 that is not traceable by clear and convincing evidence or
7 that was a gift. The court may provide for reimbursement
8 out of the marital property to be divided or by imposing a
9 lien against the non-marital property that received the
10 contribution.

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

23 (d) In a proceeding for dissolution of marriage or
24 declaration of invalidity of marriage, or in a proceeding for
25 disposition of property following dissolution of marriage by a
26 court that lacked personal jurisdiction over the absent spouse

1 or lacked jurisdiction to dispose of the property, the court
2 shall assign each spouse's non-marital property to that spouse.
3 It also shall divide the marital property without regard to
4 marital misconduct in just proportions considering all
5 relevant factors, including:

6 (1) each party's contribution to the acquisition,
7 preservation, or increase or decrease in value of the
8 marital or non-marital property, including (i) any
9 decrease attributable to an advance from the parties'
10 marital estate under subsection (c-1)(2) of Section 501;
11 (ii) the contribution of a spouse as a homemaker or to the
12 family unit; and (iii) whether the contribution is after
13 the commencement of a proceeding for dissolution of
14 marriage or declaration of invalidity of marriage;

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

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

21 (ii) the notice of intent to claim dissipation
22 shall contain, at a minimum, a date or period of time
23 during which the marriage began undergoing an
24 irretrievable breakdown, an identification of the
25 property dissipated, and a date or period of time
26 during which the dissipation occurred;

1 (iii) a certificate or service of the notice of
2 intent to claim dissipation shall be filed with the
3 clerk of the court and be served pursuant to applicable
4 rules;

5 (iv) no dissipation shall be deemed to have
6 occurred prior to 3 years after the party claiming
7 dissipation knew or should have known of the
8 dissipation, but in no event prior to 5 years before
9 the filing of the petition for dissolution of marriage;

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

11 (4) the duration of the marriage;

12 (5) the relevant economic circumstances of each spouse
13 when the division of property is to become effective,
14 including the desirability of awarding the family home, or
15 the right to live therein for reasonable periods, to the
16 spouse having the primary residence of the children;

17 (6) any obligations and rights arising from a prior
18 marriage of either party;

19 (7) any prenuptial or postnuptial agreement of the
20 parties;

21 (8) the age, health, station, occupation, amount and
22 sources of income, vocational skills, employability,
23 estate, liabilities, and needs of each of the parties;

24 (9) the custodial provisions for any children;

25 (10) whether the apportionment is in lieu of or in
26 addition to maintenance;

1 (11) the reasonable opportunity of each spouse for
2 future acquisition of capital assets and income; and

3 (12) the tax consequences of the property division upon
4 the respective economic circumstances of the parties.

5 (e) Each spouse has a species of common ownership in the
6 marital property which vests at the time dissolution
7 proceedings are commenced and continues only during the
8 pendency of the action. Any such interest in marital property
9 shall not encumber that property so as to restrict its
10 transfer, assignment or conveyance by the title holder unless
11 such title holder is specifically enjoined from making such
12 transfer, assignment or conveyance.

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

24 (g) The court if necessary to protect and promote the best
25 interests of the children may set aside a portion of the
26 jointly or separately held estates of the parties in a separate

1 fund or trust for the support, maintenance, education, physical
2 and mental health, and general welfare of any minor, dependent,
3 or incompetent child of the parties. In making a determination
4 under this subsection, the court may consider, among other
5 things, the conviction of a party of any of the offenses set
6 forth in Section 11-1.20, 11-1.30, 11-1.40, 11-1.50, 11-1.60,
7 12-3.3, 12-4, 12-4.1, 12-4.2, 12-4.3, 12-13, 12-14, 12-14.1,
8 12-15, or 12-16, or Section 12-3.05 except for subdivision
9 (a) (4) or (g) (1), of the Criminal Code of 1961 or the Criminal
10 Code of 2012 if the victim is a child of one or both of the
11 parties, and there is a need for, and cost of, care, healing
12 and counseling for the child who is the victim of the crime.

13 (h) Unless specifically directed by a reviewing court, or
14 upon good cause shown, the court shall not on remand consider
15 any increase or decrease in the value of any "marital" or
16 "non-marital" property occurring since the assessment of such
17 property at the original trial or hearing, but shall use only
18 that assessment made at the original trial or hearing.

19 (i) The court may make such judgments affecting the marital
20 property as may be just and may enforce such judgments by
21 ordering a sale of marital property, with proceeds therefrom to
22 be applied as determined by the court.

23 (j) After proofs have closed in the final hearing on all
24 other issues between the parties (or in conjunction with the
25 final hearing, if all parties so stipulate) and before judgment
26 is entered, a party's petition for contribution to fees and

1 costs incurred in the proceeding shall be heard and decided, in
2 accordance with the following provisions:

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

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

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

24 (4) No finding on which a contribution award is based
25 or denied shall be asserted against counsel or former
26 counsel for purposes of any hearing under subsection (c) or

1 (e) of Section 508.

2 (5) A contribution award (payable to either the
3 petitioning party or the party's counsel, or jointly, as
4 the court determines) may be in the form of either a set
5 dollar amount or a percentage of fees and costs (or a
6 portion of fees and costs) to be subsequently agreed upon
7 by the petitioning party and counsel or, alternatively,
8 thereafter determined in a hearing pursuant to subsection
9 (c) of Section 508 or previously or thereafter determined
10 in an independent proceeding under subsection (e) of
11 Section 508.

12 (6) The changes to this Section 503 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 (k) In determining the value of assets or property under
16 this Section, the court shall employ a fair market value
17 standard. The date of valuation for the purposes of division of
18 assets shall be the date of trial or such other date as agreed
19 by the parties or ordered by the court, within its discretion.
20 If the court grants a petition brought under Section 2-1401 of
21 the Code of Civil Procedure, then the court has the discretion
22 to use the date of the trial or such other date as agreed upon
23 by the parties, or ordered by the court within its discretion,
24 for purposes of determining the value of assets or property.

25 (l) The court may seek the advice of financial experts or
26 other professionals, whether or not employed by the court on a

1 regular basis. The advice given shall be in writing and made
2 available by the court to counsel. Counsel may examine as a
3 witness any professional consulted by the court designated as
4 the court's witness. Professional personnel consulted by the
5 court are subject to subpoena for the purposes of discovery,
6 trial, or both. The court shall allocate the costs and fees of
7 those professional personnel between the parties based upon the
8 financial ability of each party and any other criteria the
9 court considers appropriate, and the allocation is subject to
10 reallocation under subsection (a) of Section 508. Upon the
11 request of any party or upon the court's own motion, the court
12 may conduct a hearing as to the reasonableness of those fees
13 and costs.

14 (m) The changes made to this Section by Public Act 97-941
15 apply only to petitions for dissolution of marriage filed on or
16 after January 1, 2013 (the effective date of Public Act
17 97-941).

18 (n) If the court finds that a companion animal of the
19 parties is a marital asset, it shall allocate the sole or joint
20 ownership of and responsibility for a companion animal of the
21 parties. In issuing an order under this subsection, the court
22 shall take into consideration the well-being of the companion
23 animal. As used in this Section, "companion animal" does not
24 include a service animal as defined in Section 2.01c of the
25 Humane Care for Animals Act.

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

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1 eff. 1-1-17.)