



Sen. Linda Holmes

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1 AMENDMENT TO SENATE BILL 1261

2 AMENDMENT NO. _____. Amend Senate Bill 1261 by replacing
3 everything after the enacting clause with the following:

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.

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

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

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

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

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

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

15 (h) The total fair market value of all marital
16 property, after deducting all encumbrances, is less than
17 \$50,000, the combined gross annualized income from all
18 sources is less than \$60,000, and neither party has a gross
19 annualized income from all sources in excess of \$30,000.

20 (i) The parties have disclosed to each other all assets
21 and liabilities and their tax returns for all years of the
22 marriage.

23 (j) The parties have executed a written agreement
24 dividing all assets in excess of \$100 in value and
25 allocating responsibility for debts and liabilities
26 between the parties.

1 (k) The parties have executed a written agreement
2 allocating ownership of and responsibility for any
3 domestic animals owned by the parties.

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

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

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

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

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

1 If a party intentionally or recklessly files an inaccurate
2 or misleading financial affidavit, the court shall impose
3 significant penalties and sanctions including, but not
4 limited to, costs and attorney's fees;

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

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

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

26 (iii) enjoining a party from striking or

1 interfering with the personal liberty of the other
2 party or of any child; or

3 (iv) providing other injunctive relief proper in
4 the circumstances; or

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

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

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

25 (c) A response hereunder may be filed within 21 days after
26 service of notice of motion or at the time specified in the

1 temporary restraining order.

2 (c-1) As used in this subsection (c-1), "interim attorney's
3 fees and costs" means attorney's fees and costs assessed from
4 time to time while a case is pending, in favor of the
5 petitioning party's current counsel, for reasonable fees and
6 costs either already incurred or to be incurred, and "interim
7 award" means an award of interim attorney's fees and costs.
8 Interim awards shall be governed by the following:

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

1 factors, as presented, that appear reasonable and
2 necessary, including to the extent applicable:

3 (A) the income and property of each party,
4 including alleged marital property within the sole
5 control of one party and alleged non-marital property
6 within access to a party;

7 (B) the needs of each party;

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

9 (D) any impairment to present earning capacity of
10 either party, including age and physical and emotional
11 health;

12 (E) the standard of living established during the
13 marriage;

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

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

21 (H) the amount of the payment or payments made or
22 reasonably expected to be made to the attorney for the
23 other party; and

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

26 (2) Any assessment of an interim award (including one

1 pursuant to an agreed order) shall be without prejudice to
2 any final allocation and without prejudice as to any claim
3 or right of either party or any counsel of record at the
4 time of the award. Any such claim or right may be presented
5 by the appropriate party or counsel at a hearing on
6 contribution under subsection (j) of Section 503 or a
7 hearing on counsel's fees under subsection (c) of Section
8 508. Unless otherwise ordered by the court at the final
9 hearing between the parties or in a hearing under
10 subsection (j) of Section 503 or subsection (c) of Section
11 508, interim awards, as well as the aggregate of all other
12 payments by each party to counsel and related payments to
13 third parties, shall be deemed to have been advances from
14 the parties' marital estate. Any portion of any interim
15 award constituting an overpayment shall be remitted back to
16 the appropriate party or parties, or, alternatively, to
17 successor counsel, as the court determines and directs,
18 after notice in a form designated by the Supreme Court. An
19 order for the award of interim attorney's fees shall be a
20 standardized form order and labeled "Interim Fee Award
21 Order".

22 (3) In any proceeding under this subsection (c-1), the
23 court (or hearing officer) shall assess an interim award
24 against an opposing party in an amount necessary to enable
25 the petitioning party to participate adequately in the
26 litigation, upon findings that the party from whom

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

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

22 (c-2) Allocation of use of marital residence. Where there
23 is on file a verified complaint or verified petition seeking
24 temporary eviction from the marital residence, the court may,
25 during the pendency of the proceeding, only in cases where the
26 physical or mental well-being of either spouse or his or her

1 children is jeopardized by occupancy of the marital residence
2 by both spouses, and only upon due notice and full hearing,
3 unless waived by the court on good cause shown, enter orders
4 granting the exclusive possession of the marital residence to
5 either spouse, by eviction from, or restoration of, the marital
6 residence, until the final determination of the cause pursuant
7 to the factors listed in Section 602.7 of this Act. No such
8 order shall in any manner affect any estate in homestead
9 property of either party. In entering orders under this
10 subsection (c-2), the court shall balance hardships to the
11 parties.

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

13 (1) does not prejudice the rights of the parties or the
14 child which are to be adjudicated at subsequent hearings in
15 the proceeding;

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

18 (3) terminates when the final judgment is entered or
19 when the petition for dissolution of marriage or legal
20 separation or declaration of invalidity of marriage is
21 dismissed.

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

26 (f) Domestic animals. Either party may petition or move for

1 the temporary allocation of sole or joint ownership of and
2 responsibility for a domestic animal owned by the parties. In
3 issuing an order under this subsection, the court shall take
4 into consideration the well-being of the domestic animal.

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

6 (750 ILCS 5/502) (from Ch. 40, par. 502)

7 Sec. 502. Agreement.

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

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

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

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

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

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

21 (f) Child support, support of children as provided in
22 Sections 513 and 513.5 after the children attain majority, and
23 parental responsibility allocation of children may be modified
24 upon a showing of a substantial change in circumstances. The
25 parties may provide that maintenance is non-modifiable in
26 amount, duration, or both. If the parties do not provide that

1 maintenance is non-modifiable in amount, duration, or both,
2 then those terms are modifiable upon a substantial change of
3 circumstances. Property provisions of an agreement are never
4 modifiable. The judgment may expressly preclude or limit
5 modification of other terms set forth in the judgment if the
6 agreement so provides. Otherwise, terms of an agreement set
7 forth in the judgment are automatically modified by
8 modification of the judgment.

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

10 (750 ILCS 5/503) (from Ch. 40, par. 503)

11 Sec. 503. Disposition of property and debts.

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

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

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

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

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

25 (5) any judgment or property obtained by judgment

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

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

10 (6.5) all property acquired by a spouse by the sole use
11 of non-marital property as collateral for a loan that then
12 is used to acquire property during the marriage; to the
13 extent that the marital estate repays any portion of the
14 loan, it shall be considered a contribution from the
15 marital estate to the non-marital estate subject to
16 reimbursement;

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

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

26 Property acquired prior to a marriage that would otherwise

1 be non-marital property shall not be deemed to be marital
2 property solely because the property was acquired in
3 contemplation of marriage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 (2) (A) When one estate of property makes a contribution

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

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

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

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

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

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

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

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

26 (iii) a certificate or service of the notice of

1 intent to claim dissipation shall be filed with the
2 clerk of the court and be served pursuant to applicable
3 rules;

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

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

10 (4) the duration of the marriage;

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

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

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

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

23 (9) the custodial provisions for any children;

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

26 (11) the reasonable opportunity of each spouse for

1 future acquisition of capital assets and income; and

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

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

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

23 (g) The court if necessary to protect and promote the best
24 interests of the children may set aside a portion of the
25 jointly or separately held estates of the parties in a separate
26 fund or trust for the support, maintenance, education, physical

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

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

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

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

1 accordance with the following provisions:

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

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

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

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

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

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

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

24 (1) The court may seek the advice of financial experts or
25 other professionals, whether or not employed by the court on a
26 regular basis. The advice given shall be in writing and made

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

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

17 (n) The court shall allocate the sole or joint ownership of
18 and responsibility for a domestic animal of the parties. In
19 issuing an order under this subsection, the court shall take
20 into consideration the well-being of the domestic animal.

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