



Sen. Linda Holmes

**Filed: 4/4/2017**

10000SB1261sam004

LRB100 10927 HEP 24778 a

1 AMENDMENT TO SENATE BILL 1261

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 1261, AS AMENDED,  
3 by replacing everything after the enacting clause with the  
4 following:

5 "Section 5. The Illinois Marriage and Dissolution of  
6 Marriage Act is amended by changing Sections 452, 501, 502, and  
7 503 as follows:

8 (750 ILCS 5/452)

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

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

1 support.

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

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

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

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

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

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

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

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

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

1 between the parties.

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

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

6 (750 ILCS 5/501) (from Ch. 40, par. 501)  
7 Sec. 501. Temporary relief. In all proceedings under this  
8 Act, temporary relief shall be as follows:

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

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

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

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

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

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

1           (iii) enjoining a party from striking or  
2           interfering with the personal liberty of the other  
3           party or of any child; or

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

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

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

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

26          (c) A response hereunder may be filed within 21 days after

1 service of notice of motion or at the time specified in the  
2 temporary restraining order.

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

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

1 interim award, the court shall consider all relevant  
2 factors, as presented, that appear reasonable and  
3 necessary, including to the extent applicable:

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

8 (B) the needs of each party;

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

8 (750 ILCS 5/502) (from Ch. 40, par. 502)

9 Sec. 502. Agreement.

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

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

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

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

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

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

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

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

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

12 (750 ILCS 5/503) (from Ch. 40, par. 503)

13 Sec. 503. Disposition of property and debts.

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

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

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

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

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

1 agreement;

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

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

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

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

25 (8) income from property acquired by a method listed in  
26 paragraphs (1) through (7) of this subsection if the income

1 is not attributable to the personal effort of a spouse.

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

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

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

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

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

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

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

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



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

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

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

25 (b-5) As to any existing policy of life insurance insuring  
26 the life of either spouse, or any interest in such policy, that

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

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

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

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

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

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

1 subsection (c).

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

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

24 (d) In a proceeding for dissolution of marriage or  
25 declaration of invalidity of marriage, or in a proceeding for  
26 disposition of property following dissolution of marriage by a

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

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

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

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

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

1           during which the dissipation occurred;

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

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

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

12          (4) the duration of the marriage;

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

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

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

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

25          (9) the custodial provisions for any children;

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

1 addition to maintenance;

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

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

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

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

25 (g) The court if necessary to protect and promote the best  
26 interests of the children may set aside a portion of the

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

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

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

24 (j) After proofs have closed in the final hearing on all  
25 other issues between the parties (or in conjunction with the  
26 final hearing, if all parties so stipulate) and before judgment

1 is entered, a party's petition for contribution to fees and  
2 costs incurred in the proceeding shall be heard and decided, in  
3 accordance with the following provisions:

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

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

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

25 (4) No finding on which a contribution award is based  
26 or denied shall be asserted against counsel or former



1 counsel for purposes of any hearing under subsection (c) or  
2 (e) of Section 508.

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

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

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

26 (l) The court may seek the advice of financial experts or

1 other professionals, whether or not employed by the court on a  
2 regular basis. The advice given shall be in writing and made  
3 available by the court to counsel. Counsel may examine as a  
4 witness any professional consulted by the court designated as  
5 the court's witness. Professional personnel consulted by the  
6 court are subject to subpoena for the purposes of discovery,  
7 trial, or both. The court shall allocate the costs and fees of  
8 those professional personnel between the parties based upon the  
9 financial ability of each party and any other criteria the  
10 court considers appropriate, and the allocation is subject to  
11 reallocation under subsection (a) of Section 508. Upon the  
12 request of any party or upon the court's own motion, the court  
13 may conduct a hearing as to the reasonableness of those fees  
14 and costs.

15 (m) The changes made to this Section by Public Act 97-941  
16 apply only to petitions for dissolution of marriage filed on or  
17 after January 1, 2013 (the effective date of Public Act  
18 97-941).

19 (n) If the court finds that a companion animal of the  
20 parties is a marital asset, it shall allocate the sole or joint  
21 ownership of and responsibility for a companion animal of 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. 99-78, eff. 7-20-15; 99-90, eff. 1-1-16; 99-763,  
26 eff. 1-1-17.)".