

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT – DOMESTIC RELATIONS DIVISION

IN RE THE MARRIAGE OF: )  
 )  
HEATHER L. MACFARLAND, )  
 )  
Petitioner, )  
 )  
and )  
 )  
GLEN P. BELVIS, )  
 )  
Respondent. )

No. 13 D 6026

Associate Judge  
Naomi H. Schuster  
JAN 19 2018  
Circuit Court - 1966

DECISION AND ORDER

4568  
4507  
45112

This cause coming on to be heard on the Petition for Review and Extension of Maintenance filed by the Petitioner, **Heather L. MacFarland** (“Heather”), by and through her attorneys, Grund & Leavitt, P.C ON AUGUST 17, 2016. The Respondent, **Glen P. Belvis** (“Glen”), by and through his attorney, William P. White III Ltd, filed his Response to Petition for Review and Extension of Maintenance on November 14, 2016. Heather filed her Reply to Response to Petition for Review and Extension of Maintenance on January 23, 2017. The trial commenced on February 1, 2017. The matter continued on February 2, 2017, February 6, 2017, February 10, 2017, February 22, 2017, March 13, 2017, April 17, 2017, May 22, 2017 and concluded on July 7, 2017. During the trial, the court heard the testimony of Heather and Glen and admitted numerous exhibits in evidence. On August 28, 2017, Heather submitted her written closing brief and proposed order and Glen submitted his closing argument on September 5, 2017. The matter was taken under advisement by the court and hereby renders its decision and order.

## BACKGROUND

### *Procedural History*

Heather and Glen (jointly referred to as “the parties”), were lawfully married on November 5, 1990. Three children were born to the parties as a result of the marriage, namely: Lindsey, Joshua and Nicholas, all of whom are now emancipated.

On July 25, 2014, after a marriage of approximately 24 years, a Judgment of Dissolution of Marriage (“Judgment”) was entered and incorporated the parties’ Marital Settlement Agreement (“MSA”). Paragraph 5 of the MSA provides, in pertinent part, as follows:

**UNALLOCATED FAMILY SUPPORT:** GLEN shall pay directly to HEATHER on the first day of each month as unallocated family support in accordance with the following schedule:

- A. \$14,000 per month on June 1, 2014 and July 1, 2014.
- B. \$12,500 per month on August 1, 2014 through December 1, 2015.
- C. \$10,000 per month on January 1, 2016 through December 1, 2016.

Said payments are non-modifiable through December 31, 2016, at which time the support payments shall be reviewed upon a petition brought by HEATHER on or before December 31, 2016.

### *Testimony of Heather*

Heather is 49 years of age. None of the parties’ children presently reside with Heather and she does not contribute to their support. At the time of the divorce, Heather was awarded the marital home in Naperville of approximately 4,000 square feet. The property was sold in December, 2014 and Heather retained the proceeds from the sale of approximately \$65,000.00 (ROP, p. 26). Heather and the then minor child, Nicholas, moved to a rental property in Chicago for \$2,300.00 per month plus parking fees. By August 2015, Heather had moved again by herself to a rental apartment in Evanston for approximately \$2,300.00 per month. By April, 2016 Heather moved to her current residence in Chicago for \$1,850.00 per month plus parking for a studio apartment (ROP, p. 36-37)

Heather graduated from North Central College with a bachelor of arts in business communications in 1999 and a MBA in international finance in 2003. (ROP p. 40-41) On cross examination, Heather testified that there were certain breaks in her education commencing in 1990. (ROP

p. 298-304) After Heather obtained her MBA, she did not seek any full-time positions as she was “volunteering at that time”. (ROP p. 332) In addition to a broker’s license obtained in 2013, Heather became a certified negotiation expert in June 2015 from the Negotiation Institute and a real estate divorce specialist in 2016 from the Real Estate Divorce Institute. Besides working as a waitress prior to the birth of the party’s first child, Heather had a doula business in 1997 but did not earn any income acting as a doula. (ROP p. 46) After approximately a year earning minimum wage for part time work at “Little Friends”, Heather obtained a salesperson license in 2007 but only worked in the industry for about six months but did not earn any money. (ROP p. 346) (See Heather Exhibit 27) Heather testified that she did not seek other employment between 2007 and 2013. (ROP p. 347) In 2010, Heather purchased a 40% interest in Design Your Own Draperies for \$13,000.00. Heather’s annual earnings from Design Your Own Draperies never exceeded \$4,000.00. (ROP p. 57) Heather is currently and has been for the last year a broker for @properties office in Lincoln Park. Heather retains 60% of any commissions earned. Heather testified that she earned a referral fee for the sale of her Naperville home but no other commissions in 2014. In 2015, Heather earned “around \$6,000 something” (ROP p. 69). Income earned from employment in 2016 by Heather was \$14,282.47 (ROP p. 77) Heather testified that since 2016 she has developed a website and incurred expenses associated with the development and maintenance of the site (ROP p. 99-106) In addition, Heather maintains a blog, twitter, Facebook and LinkedIn accounts. (Heather Ex. 31) This did not occur until 2016 as Heather did not maintain these activities when she was with Berkshire Hathaway or Coldwell Banker (ROP pgs. 528-530)

Heather also testified that in 2014 she liquidated an IRA she received from the divorce in the amount of \$145,934.00 to pay off past debts. (ROP p. 73) However, according to Heather’s January 24, 2017 financial affidavit, she continues to have a total monthly debt payment of \$5,699.03 on a total debt obligation of \$156,356.65 exclusive of attorney fees and additional medical bills. (Heather Ex 15) The court admitted by stipulation numerous financial/tax records which were subject to a protective order.

Since the divorce, Heather has been diagnosed with certain medical conditions, some of which were symptomatic during the marriage. The conditions resulted in medication, surgical interventions and

termination of certain activities including yoga and running and the commencement of physical therapy. Since the divorce, Heather has been insured with 3 different providers with a difference in premiums and out of pocket expenses with a current cap on out of pocket of \$3,300.00 per year. Numerous medical/treatment records were admitted by stipulation subject to a HIPPA protective order. On cross examination, Heather testified that some conditions she experienced did not inhibit her from gaining employment since the judgment was entered. (ROP p. 265-269) Heather confirmed that she did not earn any income as a broker in 2014 except the referral fee for the sale of her Naperville residence of approximately \$14,000.00. (ROP p. 272-273) In 2015, Heather had one closing earning approximately \$6,000. (ROP p. 275) In 2016, Heather earned income on 2 transactions of approximately \$16,500.00. (ROP p. 277-278) At the time of the initial cross-examination, Heather did not have any clients. (ROP pgs. 278-280). Heather did testify that she hopes to make \$50,000.00 in 2017 (ROP pg. 702)

During the marriage, Heather testified that the parties owned high end vehicles, owned 2 horses and traveled on vacation. (ROP p. 182-184) On cross examination, Heather advised the court that she borrowed money from her mother (Florence Kellogg) from time to time in 2013 and has repaid her mother \$22,000.00 (ROP p. 367) Heather later testified that the amount of the loans from her mother totaled \$35,000.00 in 2015 (ROP p. 408) The initial loan was in April or May, 2013 for attorney fees but Heather did not reflect the loan in her Disclosure Statement (Heather Ex. 16) or in her Answers to Interrogatories. (ROP p. 382) Heather testified that at times Ms. Kellogg assisted with household expenses, paid the credit card company directly and cared for the family dog and Florence incurred expenses in connection with the family dog living with Florence. Florence also helped Heather buy her son, Nick, a car but stated that she never had an agreement with Mr. Belvis to buy Nick a car. (ROP, p. 828) The pet related expenses do not appear on Heather's financial affidavits. (ROP p. 405) On further cross examination, Heather testified that she paid her mother the sum of \$35,000.00 on November 4, 2014 to repay her mother's loan for attorney fees and credit card payments. (ROP pgs. 424-426) This sum was in addition to the payment by Glen in July 2014 of \$25,000.00 toward credit cards identified on Exhibit 16, the payment of Heather's attorney fees in January 2014 of \$33,750.00 and the payment of \$35,000.00

in July, 2014. The checks written by Heather to her mother totaled \$50,995.00 between 2013 and 2016 as a result of Heather's borrowing from her mother in 2013 and 2014. Heather reviewed certain payments by her mother on her behalf before she filed for temporary maintenance in August, 2013. (Heather Exhibit 95) Heather also received a loan for Design Your Own Draperies for \$10,000.00 in 2014 from her then boyfriend, Neil Egan, and repaid him in full. Heather recalled that the Judgment for Dissolution of Marriage provided that Glen was to pay \$25,000.00 toward Heather's credit card debt. Heather identified approximately \$30,000.00 of debt as of August, 2013 but believes she had more debt at the time of the Judgment due to obtaining 4 or 5 additional credit cards. (ROP pgs. 543-546) Heather continued to incur credit card debt after the entry of the Judgment. On cross examination, Heather acknowledged that in 2013, she had \$30,000.00 in debt and two and one-half years later her debts increased to approximately \$119,000.00. (ROP p. 618) This increase in debt was despite her liquidation of the IRA that was awarded to her under the Judgment for which she received approximately \$145,000. (ROP pgs. 632-635) Heather also stated that the income tax obligations reflected on Exhibit 15 is not currently being paid. (ROP pgs. 654-656)

When testifying about the receipt of funds from an insurance claim as a result of flooding in the Naperville home, Heather gave confusing responses. At first she stated that the insurance company paid "7,500 I think maybe directly to SERVPRO" (ROP, pg. 681). When asked about a deposit to her account in July, 2014, she stated "Yeah, I believe that is where I had to pay SERVPRO out. They were the ones that came in and did the demolition..." (ROP pg. 682). During Heather's testimony, she reviewed a variety of her chronic medical conditions, which have some impact on her daily life—some of which are degenerative and of a serious nature. She suffered a stroke causing a rescheduling of trial dates after trial commenced (March 2017); underwent hand surgery (January 2017) and requires additional hand surgery to repair a ruptured tendon. Although she is presently able to work (with some limitations) between flare-ups of her condition and surgeries, her health problems may continue. Heather testified that she was currently on 7 medications but during the marriage she was not taking medications and that now she is

“functioning way better”. (ROP p. 822) The impact of her medications on her long-term ability to work is unknown.

Due to a medical condition, Heather’s re-cross examination was suspended by agreement and Glen was called as an adverse witness in Heather’s case in chief.

*Testimony of Glen:*

Glen testified that he is 58 years old (now 59) and that he and Heather married on November 5, 1990 and divorced on July 25, 2014. A graduate of the University of Notre Dame in 1980, Glen graduated first in his class from DePaul law school in 1985 and is a member of the Illinois bar and the patent bar. Glen reviewed his employment and earnings history. Pursuant to the marital settlement agreement, Glen described his obligations for the emancipated children (ROP, p. 893-896). Glen acknowledged that the expenses for the children that he incurs under the categories of allowance, clothing, grooming, cell phones, doctor visits, vacations and gifts may not be mentioned by name in the parties marital settlement agreement but he believes it is his interpretation of his “obligations under the terms room and board and the like” (ROP, p. 906). Glen testified that Heather has not contributed to any of the children’s expenses (ROP p. 929). According to Exhibit 43, Glen had gross income in 2016 of \$528,843.00 and maintained that \$877.00 was available per month after paying maintenance to Heather in the sum of \$10,000.00.

In his case in chief, Glen testified that in 2016 his gross income for Melior was \$400,000.00 and approximately \$260,000.00-280,000.00 from Steptoe. These were his only sources of income. Glen disputes Heather’s allegation that she contributed toward his career. Glen testified that he encouraged Heather to work outside the home and supported her endeavors but there were opportunities that Heather did not pursue. (ROP pgs. 1421-1423)