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Family Law

The newsletter of the Illinois State Bar Association's Section on Family Law

Chair column

BY MATTHEW A. KIRSH

If it seems like all the Family Law Section Council talks about is the new Illinois Marriage and Dissolution of Marriage Act, that is because that is all we are talking about. On December 4, 2015 the FLSC sponsored a CLE program entitled "Get Ready – Its Coming : Major Changes to the Law Effective January 1. 2016." What surprised me most about the program was not what it told me about the changes the new law has in store, but what it told me about how much it is going to remain the same.

Please do not misunderstand me; the changes are significant but they do

Continued on next page

When God is in the prenup

BY JENNIFER CUNNINGHAM BEELER

> When a man takes a wife and possesses her, if she fails to please him because he finds something obnoxious about her, then he writes her a bill of divorcement, hands it to her, and sends her away from his house.
>
> —Deuteronomy 24:1-4

> Wherefore they are no more twain, but one flesh. What therefore God hath joined together, let not man put asunder.
>
> —Matthew 19:6

> Remember Allah's words in the Quran: "The parties should either hold together on equitable terms, or separate with kindness."
>
> —(Surah al-Baqarah, 2:229)

Declaring a prenuptial or postnuptial agreement valid and enforceable has its own challenges: that there was no coercion, duress, or fraud in the making, and that there was sufficient financial disclosure.[1] But enforcement of a contract made between a husband and a wife as part of their religious belief, for either entering into the marriage or upon divorce, often becomes part of domestic relations proceedings. Jews, Catholics, and Muslims all acknowledge that divorce severs what was both a civil and a consecrated marriage. Illinois has but one seminal case in which the court compels a husband to comply with a contract to complete a religious divorce. Other state cases are instructive in applying neutral contract principals for the enforcement of religious contracts. This article explores a

Continued on page 2

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no significantly alter the nature of what we do. While we will all be required to adapt to new terminology, new statutory section numbers and new procedures, the substantive changes are logical and in my opinion, an improvement.

Family Law practitioners are, at their essence, problem solvers. Custody problems will still be resolved based upon best interests. Property problems will still be solved equitably. Maintenance problems will still be solved based upon guidelines, need and ability to pay. Child support problems will still be solved based upon guidelines, at least for now.

At the December 4, 2015 program, one of the presenters compared the angst and trepidation many of us are now feeling to the angst and trepidation felt by lawyers back in 1977 when the IMDMA went into effect. His words of wisdom were that we got over it then and we will get over it now. Since I was 13 years old in 1977, I will accept his representation as accurate and move forward with confidence that he is once again correct.

Happy Holidays!!! ■

Editor's correction

BY RORY WEILER

In the November issue, we published an article by Diane Redleaf and Angela Peters regarding when parents could safely leave their children alone. Two corrections to the article need to be made for accuracy.

The founder of the Free Range Parenting Movement is Lenore Skenazy (not Skanezy). The number of investigations for inadequate supervision in Illinois DCFS in FY 2014 is reported to be 23,566 (note 223,566 as stated in the article).

The editor regrets these errors. ■

When God is in the prenup

CONTINUED FROM PAGE 1

Jewish get, an Islamic Mahr, and a Roman Catholic annulment for the intertwining of the secular and sectarian.

Jewish Get

When a Jewish couple marries in a religious ceremony, they sign a "ketubah." The ketubah is a marriage contract obligating the couple to comply with the laws of Moses and Israel.[2] The ketubah also contains the parties' agreement "to recognize the Beth Din. . .as having authority to counsel us in the light of Jewish tradition. . .and to summon either party at the request of the other…"[3] The Beth Din is a rabbinical court which adjudicates communal, commercial, and, more importantly, matrimonial conflicts.[4]

Either the husband or wife can initiate the civil divorce, but the power to seek a divorce which terminates the religious marriage rests exclusively with the husband.[5] The husband must provide the wife with a "get;" literally a divorce decree written almost entirely in Aramaic, drawn up by a "sofer" (a scribe) upon the husband's instruction to write "for him, for her, and for the purpose of a divorce," which is then symbolically torn.[6] Without receiving a get, the wife remains an "agunah," or a "tied woman," and cannot remarry in the eyes of Jewish law.[7] If she remarries without being given a get, she is considered by her faith to be an "adulteress" because she is still married to her first husband, and any children born to her new marriage are considered "mamzerim," or illegitimate, and may not marry another Jew.[8]

Case law in other states is rife with husbands who hold the get as a bargaining chip for custody or property in dissolution

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When God is in the prenup

CONTINUED FROM PAGE 2

proceedings.[9]

Although the husband is to "willingly consent, being under no restraint, to release, to set free, and put aside thee, my wife," Illinois is one of a handful of states that does not see a conflict between religious and state, and mandates that the husband can be civilly compelled to make specific performance under his executed ketubah. In *In Re Marriage of Goldman,* shortly before their wedding ceremony (and without consulting a lawyer), the parties executed their ketubah. Part of the wife's counter-petition for marriage included a count for specific performance of the ketubah as a premarital contract.[10] During the custody trial, the attorney for the children testified that the husband had told her that he "would not be adverse to giving (the wife) a Jewish divorce," if the husband got his own terms for custody.[11]

At the *Goldman* trial, two Orthodox Jewish rabbis testified that Judaism is not only a religion, but is also a complete body of substantive law, and that marriage, and divorce, are secular, contractual undertakings.[12] The husband, however, testified that he considered the ketubah to be poetry or art rather than a contract, that he could not read the Aramaic text of the ketubah, and that neither he nor his wife were Orthodox at the time of the ceremony. He further declared that Orthodox Jews discriminate against women through this practice of the husband procuring and granting a get.

Despite his testimony, the trial court ordered that the husband "participate in the verbal and physical acts necessary to validate the get."[13] The appellate court affirmed, holding that the ketubah on its face contained language of consideration and mutual promises so as to be an enforceable contract, rather than "poetry or art."[14] The court further opined that the trial court's order did not violate the Establishment and Free Exercise Clauses of the First Amendment, as the trial court's order had the secular purpose of enforcing a contract between the parties, which neither advanced nor inhibited religion. The lower court had applied "objective, well-established principals of secular law, or 'neutral principles of law,' in the enforcement of the parties' contract."[15] In short, the appellate court found that the trial court ordered the husband to do nothing more than what he had promised when he first signed the ketubah.[16]

Illinois stands in contrast with other states which will not enforce the ketubah. In the New Jersey case of *Aflalo v. Aflalo*,[17] the divorce proceedings between the husband and wife were "98% settled," with the exception that the husband refused to provide a get as part of the underlying divorce decree. He was not using his refusal as a means to secure a more favorable resolution, but rather, he wanted his wife to appear before the Beth Din in the hope to reconcile with her.[18] The husband's own attorney, a practicing Orthodox Jew, asked to be removed as counsel as he stated his own religious beliefs were in conflict with his client's. The lower and higher courts both denied the wife's request for specific performance, acknowledging that while it was unfair to the wife to still be married in the eyes of her religion, it could not compel the husband to essentially go against his conscience: "this court has no authority—were it willing—to choose for these parties which aspects of their religion may be embraced and which must be rejected."[19]

Islamic Mahr

In Islam, too, marriage is a legal as well as a religious contract. The religious ceremony presided over by an imam, or religious scholar, can be performed in advance of or after the civil marriage.[20] But with the religious ceremony, a "Mahr" is signed by the husband and wife, with two male Muslim witnesses present.[21] There is no dowry brought by the wife into the marriage, but rather a mahr, or dower, must be paid by the husband, and sometimes by his family, to the wife, as a gift. The Mahr is never negotiated directly by the wife, but usually by a male relative on her behalf. The Mahr is given either at the time of the marriage or at any time later in the marriage, or both. The non-specificity of the timing of the dower can create problems with enforcement. The Mahr can be cash, jewelry, or other personal items, but are the sole property of the wife.

Illinois does not have any appellate or Supreme Court decisions regarding enforcement of a Mahr, and thus may look to other states for guidance. A Mahr may be considered either a prenuptial or post-nuptial agreement, with neutral contract law to be applied.[22]

In *S.B. v W.A.*,[23] the parties were married in a civil ceremony in New York, and then two months later, were married in a religious ceremony under Islamic law, again in New York. As part of the religious ceremony, the parties signed a Mahr requiring the husband to pay an advanced dower of $5,000 and in the event of a divorce, the remaining Mahr of $250,000. What gave this case its unique twist was that both parties were U.S. citizens, but were later working in Abu Dhabi. The wife obtained a divorce from the husband while residing in Abu Dhabi, receiving custody of the children and financial relief, and then registered the Abu Dhabi judgment of divorce, including the finances and custody, with the State of New York. She also sought enforcement in New York of the Mahr.[24]

The husband argued that as the Mahr was executed after the civil marriage, there was no consideration given for his promise to pay the $250,000, and that recognition and enforcement of the Mahr, a religious document, would violate the constitutional separation of Church and State.[25]

The New York court held that there was no doubt that the Mahr, "a duly executed post-nuptial agreement," was valid and enforceable. "Mahr agreement is not void simply because it was entered into during an Islamic Ceremony of marriage. Rather enforcement of the secular parts of a written agreement is consistent with the constitutional mandate for a free exercise of religious beliefs, no matter how diverse they may be," and so as neutral principals of law could be applied, the Mahr was upheld.[26]

In *Akileh v. Elchahal,*[27] the wife appealed

the trial court's rulings that the Islamic sadaq (Mahr) was unenforceable for lack of consideration and because the parties did not have a "meeting of the minds." In this case, the husband and the wife's father negotiated the terms of the sadaq, by which the husband would pay $1 immediately, with a deferred payment of $50,000. Both parties signed the sadaq, and were married the following day, but the marriage lasted less than a year. The appellate court overturned the trial court, finding that the contract was understood and agreed by both parties, with the consideration that the sadaq was executed in contemplation of the forthcoming marriage, and that the wife performed under the agreement by entering into the marriage, making the sadaq valid and enforceable.[28]

In contrast to this is the Washington State case of *Obaidi v. Qayoum*.[29] The court of appeals there reversed the trial court, finding that the Mahr agreement was invalid under contract law principles, in that there was no mutual assent, no offer, no acceptance, and no consideration.[30] Mr. Qayoum, an American citizen, was not informed that he would have a religious ceremony to consecrate his marriage, nor that he would be signing a Mahr agreement as part of that ceremony, until 10 or 15 minutes before the event took place. He could not speak, read, or write Farsi, the language in which the Mahr was negotiated, and therefore was unaware that he had executed an agreement by which he owed his wife $20,000, until he was told so afterwards by his uncle.[31]

Roman Catholic Annulment

Catholics who intend to be married in the Church are required to attend pre-marital, religious based counseling, oftentimes called "Pre-Cana" in reference to the New Testament passage where Jesus attended a wedding in Cana in Galilee, and performed the miracle of changing water into wine.[32] But the Catholic Church is different, in that executing a civil prenuptial agreement may invalidate the Church's sacrament of marriage, and make the path easier to have the marriage annulled by the Church after the civil divorce. An annulment is a declaration by a Church tribunal (a Catholic Church court) that a marriage thought to be valid according to Church law actually fell short of at least one of the essential elements required for a binding religious union.[33]

A valid Catholic marriage results from five elements: (1) the spouses are free to marry; (2) they freely exchange their consent; (3) in consenting to marry, they have the intention to marry for life, to be faithful to one another and be open to children; (4) they intend the good of each other; and (5) their consent is given in the presence of two witnesses and before a properly authorized Church minister.[34]

Before the bride and groom exchange their consent, the Catholic priest asks three questions: Have you come here freely and without reservation to give yourselves to each other in marriage? Will you love and honor each other as man and wife for the rest of your lives? Will you accept children lovingly from God and bring them up according to the law of Christ and the Church?"[35] Because of these requirements, the Catholic Church regards any prenuptial agreement that contradicts any of those elements as possibly invalidating the marriage as a sacramental one.[36] When the parties execute a prenuptial agreement, that lends credence to the allegation that they did not have permanency in mind when they entered into the marriage. They are subjecting the marriage "to a condition about the future which cannot be contracted validly."[37]

The religious annulment of the marriage can be sought after the civil divorce by either the former husband or wife. The party submits written testimony to the Church tribunal, and asks others who were familiar with the marriage to submit written testimony themselves. The former spouse's cooperation is welcome, but is not essential to the Church granting an annulment. The process can take 12 to 18 months, or longer, and costs vary by archdiocese.[38]

A declaration of nullity does not mean that the marriage never existed; it means that the relationship did not fulfill the requirements of the Church for a sacramental marriage. The annulment has no affect on the legitimacy of the children, since the marriage is and was valid.[39] But if a Catholic does not receive an annulment of the first marriage, he or she is considered an "adulterer" if there is a subsequent marriage. He or she is still married in the eyes of the Church, and therefore is living in a state of "mortal sin," until the first marriage is properly annulled by the Church.[40] ■

This article previously appeared in the Lake County Docket in September, 2015.

1. 750 ILCS 10/7, West 2014.
2. *In re Marriage of Goldman*, 196 Ill.App.3d 785, 787 (1st Dist. 1990), *appeal denied*, 132 Ill.2d 544 (1990).
3. *Alfalo v. Alfalo*, 295 N.J. Super. 527, 536 (Ch. Div. 1996).
4. <http://www.Bethdinofamerica.org>.
5. *Alfalo,* 295 N.J. Super. at 534, *citing* Wigoder, The Encyclopedia of Judaism (1989). 210. *See also* Deuteronomy 24:1-4.
6. *Alfalo*, 295 N.J. Super. at 535.
7. *Id.* at 535; Wigoder, *supra* at 211.
8. *Alfalo,* 295 N.J. Super. at 535, *citing* Himelstein, The Jewish Primer 161 (1990).
9. *See, e.g., Burns v. Burns*, 223 N.J. Super 219 (Ch. Div. 1987) (husband would secure a get for the wife *if* she invested $25,000 in an irrevocable trust for the parties' daughter).
10. *Goldman*, 196 Ill.App.3d 788.
11. *Id.* at 789.
12. *Id.* at 789-90.
13. *Id.* at 791.
14. *Id.* at 792.
15. *Goldman* at 795.
16. *See also Schneider v. Schneider,* 408 Ill. App.3d 192 (1st Dist. 2011). In *Schneider*, the parties' civil dissolution of the marriage occurred in 2002, but after pursing non-legal remedies, the wife filed an action in 2006, asking for specific performance of the ketubah to compel the husband to grant her a get. In each pleading the husband argued the inapplicability of *Goldman.* The Appellate Court found each of these arguments to be "baseless" (the trial court found the husband's behavior to be "lousy"), that *Goldman* was applicable, and ordered sanctions pursuant to Supreme Court Rule 137 against the husband.
17. *Aflalo*, 295 N.J. Super. at 530.
18. *Id.* at 530.
19. *Id.* at 542.
20. <http://islam.about.com>.
21. Also known as a "mehreh," or "mehr." *See id*.
22. *See Ahmed v. Ahmed,* 261 S.W.3d 190 (Tex. App. 2008)(trial court determined the Mahr executed six months after the civil ceremony to be enforceable premarital contract; the appellate court did not see it as premarital, but remanded to determine if the Mahr was enforceable on other grounds).
23. *S.B. v. W.A.,* 38 Misc.3d 780, 959 N.Y.S.2d 802 (N.Y. Sup. Ct. 2012).
24. *Id.*, 959 N.Y.S.2d at 808.
25. *Id.*, 959 N.Y.S.2d at 820.
26. *Id.*, 959 N.Y.S.2d at 821.
27. 666 So.2d 246 (Fla. 2d DCA 1996).
28. *Id.* at 248.
29. *Obaidi v. Qayoum*, 154 Wash. App. 609

(Wash. App. 2010).
30. *Id.* at 617.
31. *Id.*
32. <https//www.familyministries.org> (Archdiocese of Chicago).
33. United States Conference Of Catholic Bishops, <http//www. usccb.org>.
34. <http//www.usccb.org>.
35. This question can be modified or omitted if the couple is advanced in years, and are beyond the age of conceiving children.
36. <https//www.American Catholic.org>.
37. Canon 1102 of the Code of Canon Law, <http://www.vatican.va/archive/ENG1104/_P3Z.HTM>.
38. http//www..AboutCatholics.com.
39. Canon 1137 of the Code of Canon Law.
40. <http//www.AboutCatholics.com>.

A tale of two communities: Bringing pro bono collaborative law to Illinois National Guard veterans

BY SANDRA CRAWFORD, J.D., CLII FELLOW

> It was the best of times, it was the worst of times, it was the age of wisdom, it was the epoch of incredulity, it was the season of Light, it was the season of Darkness, it was the spring of hope, it was the winter of despair.
>
> —Charles Dickens, A Tale of Two Cities (1859)

In time for Veterans Day 2015, the Collaborative Law Institute of Illinois and the Health & Disability Advocates of Warrior to Warrior rolled out a pro bono program to assist veterans. The program will bring the Collaborative Practice model of divorce dispute resolution to Illinois Army National Guard Veterans and their families. The joint effort between these two distinct communities to create this pilot project was many months in the making and was spearheaded by the 2014-15 President of the Collaborative Law Institute of Illinois, Dr. Carroll Cradock.

First a little background on each of these communities.

Illinois Warrior to Warrior (W2W) and the National Guard

Prior to the terrorist attacks on September 11, 2001, most National Guard personnel served "one weekend a month, two weeks a year." However, due to strains placed on the military after "9/11" and as a result of the wars in Iraq and Afghanistan, mobilization of this branch of the military increased to 18 and then to 24 months. By the end of 2007 nearly 28% of the total U.S. forces in Iraq and Afghanistan consisted of mobilized personnel of the National Guard and other Reserve components—this from service personnel who already have full-time civilian careers and other community commitments. As one might imagine, as the strains of over a decade of war have taken their toll on the military at large, the strains on those who serve as part of the Guard have also grown exponentially.

The Illinois W2W helps bridge the gaps between military service for the Guard personnel and the return to civilian life. On its website (www.ilwarriortowarrior.org) are the following statics about the plight of the community it serves - 16% of the homeless are veterans; 11% of Illinois veterans have disabilities stemming from military service; 300,000 returning veterans have Traumatic Brain Injuries and a full 50% have Post Traumatic Stress Syndrome of which over half of those go untreated. Illinois also has the 4th highest unemployment rate for veterans. It does not take much then to imagine the impact on families and children of returning Illinois National Guard personnel and the resulting increase in the breakdown of families and the resulting rate of divorce in that community. W2W recruits volunteer veterans from all branches and eras to serve as peer support for returning Illinois Army National Guard personnel and their families. These families are distinct from other military families as they do not typically live on military bases, where support services may more readily be accessible. A map of the Armory locations where services can be accessed through W2W is available on its site.

The Collaborative Law Institute of Illinois (CLII)

Since 1990 the Collaborative Law model of dispute resolution has been available to separating and divorcing families. It provides a non-court, private, multi-disciplinary approach to restructuring families impacted by divorce and separation. The Illinois Institute was founded in 2002 and its members, who come from three disciplines (law, mental health, and finance), are part of the International Academy of Collaborative Professionals (IACP - www.collaborativepractice.com). A worldwide organization with practitioners in 25 countries, IACP is the leader in education, standards and research for Collaborative Practice professionals. In 2010 IACP issued a challenge to its members and statewide Practice Groups (of which CLII is one) to develop local pro bono programs. As a result of that challenge CLII formed its Community Outreach Committee which connected with and trained professionals in the local legal services community in the Collaborative Law model. Yearly, CLII provides scholarships to its Basic Collaborative Skills Training to those interested in bringing this model of dispute resolution to underserved and economically challenged communities. CLII Fellows (CLII lawyers, mental health professionals and financial professionals—members are called "Fellows") form volunteer regional interdisciplinary teams which will provide divorce-related services free of charge to families referred through W2W during the pilot phase of this new program for Illinois veterans. There are five regional teams in all.

Now, a little about the Illinois pilot program rolled- out Veteran's Day 2015. The CLII/W2W collaborative venture is one program, among many others around the country, which honors the IACP 2010 Pro Bono Challenge and which holds out hope that, through the availability of

Collaborative Law professional family law volunteers, the veterans and their families might find some peace. Information about the other pro bono programs worldwide can be found by contacting IACP. It is the hope here in Illinois that through the CLII/W2W joint venture that the worst of times for returning veteran families facing divorce can be turned around. That their "season of Darkness" and "winter of despair," as so eloquently described by Dickens, might be ended through the practice wisdom around divorce, families, and restructuring after divorce which the volunteer Fellows of CLII have and are standing ready to share with that community. The pilot portion of the project will last six-months or service nine (9) Illinois National Guard families, whichever comes first. For more about this pilot program and its progress, please go to <www.Collablawil.org>. ■

Ten changes in family law that practitioners need to know in 2016: A brief summary of modifications to the IMDMA

BY MARIE K. SARANTAKIS

The composition and dynamic of the traditional family is evolving and on January 1, 2016, a comprehensive revision of the Illinois Marriage and Dissolution of Marriage Act (IMDMA) will reflect many of the changing norms facing our society today. While minor revisions have been adopted addressing civil unions in 2011, same-sex marriage in 2013, and maintenance provisions in 2014, we are about to see a transformative and major overhaul of the statute in its entirety.

Discerning the changes, and adapting one's practice accordingly, will certainly be a time-consuming and nuanced, yet necessary, endeavor. It would be overly ambitious to cover all of the revisions from the new Act in this brief article; however, here are a few of the major highlights that every practitioner should be made aware of for 2016:

(1) New Terminology

While this is a simple and straightforward change, it is ironically one that many of us will struggle with the most. The language which we have become accustomed to is so deeply engrained in our vocabulary, that the conversion will likely take some getting used to. For example, the words "custody" and "visitation" have gone by the wayside and have been replaced with softer, less-adversarial terms such as "parental-decision making" and "parenting time" respectively.

This new language is intended to foster increased cooperation amongst parents in order to facilitate the best interests of the children involved. Changes are believed to encourage co-parenting and lessen the competition fostered by language that implies one parent is less important than the other. Rather than fighting over whether a parent will have sole or joint custody, there will be a shift designating a particular parent to a specific category of decision-making authority.

(2) No-Fault Divorce

Irreconcilable differences will now be the only cause for divorce. The days of leaving one's partner and publically announcing that it is due to their adultery, bigamy, impotency, or habitual drunkenness are over. While this is the stuff that makes for good television, these assertions are thought to only add strife and acrimony to families already going through a difficult and tumultuous time.

Even though the elimination of all grounds of fault sounds to be a radical change, the reality is that a vast majority of divorces in Illinois have proceeded under the grounds of irreconcilable differences for quite some time. Therefore, this shift will likely go rather unnoticed.

(3) Shorter Waiting Period

The new law reduces the time parties must wait in order to obtain a divorce. In the former statute, parties citing irreconcilable differences in a contested divorce would have to live separate and apart for at least two years (or six months with a consent waiver) before being able to complete their dissolution. The revised law dramatically reduces that time to six months (and the time period has been eliminated altogether for uncontested matters).

(4) A Death Knell for "Heart Balm" Actions

Heart balm actions were a fairly antiquated method for those with a broken heart to pursue a legal remedy. As the law is adapting in a manner that has less of a place for emotion, and a greater emphasis on reducing tension, it is not surprising that the bell has rung for actions based on heartache. What this means for lawyers is no more actions filed for breach of promise to marry (a contract action for an engagement gone wrong), alienation of affection (a lawsuit against a third party accusing that individual as the reason for the breakdown of a party's marriage), or criminal conversion (for committing adultery). These causes of action gave the wronged and aggrieved party a sense of judicial redress through revenge. The changes in the law reflect the belief that such claims have the effect of increasing strife, rather than mending a broken heart.

5. Explaining the Allocation of Property

The Court will now have to provide written findings supporting the rationale for the division and allocation of property and assets made during the distribution process.

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Ten changes in family law

CONTINUED FROM PAGE 7

6. Removal Based on Distance

The former law allowed custodial parents to move anywhere within the state of Illinois without court intervention. This meant that a party could move from Chicago to the southern tip of Illinois absent judicial permission. Under the new law, parents must seek leave of court in order to relocate based on the distance, rather than the state, of their new residence. This will come into play for those relocating greater than a 25-mile radius if the party is located in Cook, DuPage, Kane, Lake, McHenry, and Will counties and greater than a 50-mile radius for those in all other counties. (Note that jurisdiction retention issues will apply). Thus the new law makes it irrelevant whether the new home is out-of-state. It is now easier for parents who may be planning a move across the state border, but still remain located relatively near their former residence.

7. Expedient Orders of Dissolution

The Court will be required to issue an Order of Dissolution within 60 days after proofs close (with a possible 30 day extension for good cause). This is intended to reduce the interim period of time for a divorce to become final, which is often riddled with confusion for adjusting families, and instead, expediently help them establish routine and clear expectations.

8. Contribution to Children's College Expenses

The Court has the authority to order a parent to pay for a child's college expenses (such as entrance exams, application fees, tuition, room and board, travel expenses, as well as medical and dental insurance) subject to certain limitations. The amount will be capped at the cost of attending school at University of Illinois at Champaign-Urbana irrespective of where the child actually goes to school. This will be the default rule unless a party can demonstrate good cause or come to another agreement. In return for receiving the financial resources, the child must make their academic records available to a contributing parent and maintain above a C average.

9. Standardized Financial Disclosure Statements

In the past, these documents would vary across counties. The Illinois Supreme Court Commission is working on developing a standardized document that will be used uniformly across the entire state.

10. Simplifying Temporary Support Hearings

Temporary maintenance and child support requests will now be heard on a summary basis, as opposed to a full evidentiary hearing. This is intended to lessen the amount of arguments from attorneys and allow a judge to make a quicker and more cost-effective determination of temporary support. Parties may still obtain an evidentiary hearing by showing "good cause." ■

Marie Sarantakis is a third year law student at The John Marshall Law School. She serves as a member of the ISBA Young Lawyers Division, ISBA Family Law Section Council, and ISBA Special Task Force on Rule 711. Questions to Ms. Sarantakis can be directed to msarant@law.jmls.edu.