FIRST DIVISION
September 29, 2025

No. 1-24-1794

NOTICE: This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

In re MARRIAGE OF	)	Appeal from the
	)	Circuit Court of
LINDA SANFILIPPO,	)	Cook County.
	)	
Petitioner-Appellee,	)	
	)	
v.	)	No. 15 D 330498
	)	
DAVID SANFILIPPO,	)	Honorable
	)	Matthew Link,
Respondent-Appellant.	)	Judge Presiding.

JUSTICE HOWSE delivered the judgment of the court.
Presiding Justice Fitzgerald Smith and Justice Cobbs concurred in the judgment.

ORDER

¶ 1 *Held*: The judgment of the circuit court of Cook County entering judgment of dissolution of marriage incorporating marital settlement agreement is affirmed; respondent failed to establish mental incompetence to invalidate the agreement; the trial court did not violate the dissolution statute; the agreement is not unconscionable; and the trial court did not deprive respondent of his right to present his case on appeal.

¶ 2 Petitioner, Linda Sanfilippo, filed a petition for dissolution of marriage against respondent, David Sanfilippo. After several years of litigation, the trial court entered a judgment of dissolution of marriage incorporating the parties' marital settlement agreement (MSA). After the parties agreed, in writing, to the settlement, but before the trial court entered judgment, respondent, David Sanfilippo, through a then recently acquired new counsel, informed the trial

court that respondent did not, and could not, agree to the terms of the agreement due to respondent's mental and physical condition. The trial court entered judgment incorporating the MSA. Respondent filed a postjudgment motion attacking only the parties' settlement (not the dissolution), which the trial court denied after an evidentiary hearing. For the following reasons, we affirm.

¶ 3 BACKGROUND

¶ 4 We acknowledge the protracted litigation of this matter but we will recount only those matters relevant to the issues in this appeal. On May 18, 2015, petitioner, Linda Sanfilippo, filed a petition for dissolution of marriage against respondent, David Sanfilippo. On May 24, 2022, the trial court entered an order stating that the matter having come before the court for trial, "the parties *** requested a pretrial conference with the court; [and] the parties accept[ed] the recommendations of the court." The court ordered, in relevant part, as follows:

> "1. Counsel for the Petitioner shall draft a judgment and Marital Settlement Agreement consistent with the following material terms of settlement:
>
> a. Husband shall waive maintenance. Wife shall receive from Husband the sum of $250,000.00 in gross and for maintenance in gross.
>
> b. Wife shall receive the property commonly known as 2330 Sandy Creek, Algonquin, IL free and clear from husband[.] ***
>
> c. Husband shall contribute the sum of $15,000.00 gross to Wife as and for attorneys [*sic*] fees.
>
> 2. This matter is set for prove up on May 26, 2022 at 9:30 a.m. via Zoom."

¶ 5 The trial court set the matter for June 16, 2022, for status on settlement or any pleadings filed prior to that date. On June 14, 2022, petitioner filed a "Motion To Vacate Order Of May 24,

2022, Or, In The Alternative, To Modify The Order Of May 24, 2022 And For Other Relief" (Motion To Vacate). The Motion To Vacate claimed that counsel for petitioner attempted to contact counsel for respondent to discuss the issues that were not addressed in the pretrial conference with the court that remained outstanding but respondent's counsel "refused to engage in any discussion regarding the remaining issues." On July 12, 2022, respondent filed a response to petitioner's Motion To Vacate the May 24, 2022 order; and on July 13, 2022, respondent filed a "Motion To Enforce Order" directed at the May 24, 2022 order.

¶ 6 On September 30, 2022, the trial court entered a written order finding that the May 24, 2022 order was "a recordation of an agreement between the parties and not a judicial determination of their rights" that "can be set aside only by agreement of the parties or upon a showing that it resulted from fraudulent misrepresentation, coercion, incompetence of one of the parties, gross disparity in the parties' bargaining positions, or newly discovered evidence." The court found that petitioner failed to meet the burden to establish a basis to vacate the May 24, 2022 order in its entirety" but that the order "did not resolve all of the financial matters between the parties." The court ordered that the terms in paragraphs 1(a) through 1(c) of the May 24, 2022 order (*supra*, ¶ 4) "shall remain in effect and incorporated into any final Judgment for Dissolution of Marriage" and set the case for January 19, 2023, for trial of the contested matters. Subsequently, the court further continued the trial to April 25, 2023.

¶ 7 On April 25, 2023, petitioner's counsel placed on the record that after settlement discussions with the trial judge the parties wanted to prove up grounds for a dissolution and terms related to a settlement that had been reached in court. Both parties were examined on the record by counsel and by the trial judge. Petitioner testified, in relevant part, that petitioner understood that the terms of the May 24, 2022 order would be incorporated into a full and

comprehensive MSA and that as the result of additional negotiations that day, there were additional terms as to what petitioner would receive "in satisfaction of any and all outstanding claims that there may be in this case."

¶ 8 Respondent's attorney questioned respondent about the terms of the parties' agreement and respondent answered "Yes" when asked if what respondent's attorney said was correct. For example, respondent's attorney asked, "And you understand that for purposes of settlement, you're going to transfer within the next 14 days the condominium—title to the condominium in which your wife presently resides, is that correct?" and respondent answered, "Yes." Respondent's attorney continued questioning respondent in this manner regarding expenses and liabilities on the condominium, $250,000 to petitioner for petitioner's waiver of maintenance, respondent's waiver of maintenance, $35,000 in settlement of "any and all remaining outstanding issues having to do with vehicles, life insurance, et cetera," and respondent's contribution to petitioner's attorney fees. Respondent's counsel asked, "Now, you have entered into this agreement freely and voluntarily?" and whether respondent had the advice and benefit of counsel, and twice respondent answered, "Yes." Respondent was asked if respondent was "under the influence of any drugs or alcohol or anything that would impair your judgment" and respondent answered, "No." Petitioner's counsel briefly questioned respondent in the same manner.

¶ 9 The trial court also questioned the parties. The court questioned respondent as follows:

> "THE COURT: Mr. Sanfilippo, you understand that the terms of the oral agreement that you and your wife have entered into today are intended to be valid and enforceable, is that true?
>
> MR. SANFILIPPO: Yes.

THE COURT: You intend to be bound by the terms of the oral agreement that you and Ms. Sanfilippo have testified regarding this afternoon, is that true?

MR. SANFILIPPO: True."

¶ 10 After the questioning of the parties, the trial court found that the parties had engaged in settlement negotiations and presented the court with "the terms of their full agreement." The court found that it had "heard the terms of the parties' settlement agreement and finds that the agreement is fair, reasonable, not unconscionable, and that both parties have entered into the agreement freely and voluntarily." The court set the matter for May 9, 2025, for a remote hearing to enter judgment.

¶ 11 On May 3, 2023, the parties filed a "Certification And Agreement By Counsel" and "Stipulation And Request To Hear Uncontested Cause" (Certification and Stipulation) signed by respondent. The Certification and Stipulation certified that "there are no contested issues in this cause," and that "all matters pending between [the parties,] have been settled, agreed and compromised, freely and voluntarily after full disclosure."

¶ 12 On May 5, 2023, a new attorney filed an additional appearance on behalf of respondent. There is no record or properly executed bystander's report of the proceedings on May 9, 2023. The trial court entered a written order on May 10, 2023, that found that both parties appeared by counsel on May 9, 2023, for status on the submission of a judgment for dissolution of marriage. The May 10, 2023 order reads, "On May 9, 2024, Marshall Morris [(respondent's new counsel)] and Lawrence Starkopf [(plaintiff's counsel until that point)] appeared on behalf of Respondent and advised the [trial] Court that Respondent objected to entry of Judgment for Dissolution of Marriage." The court noted that "[n]o motion is pending seeking to vacate the [trial] Court's April 25, 2023 findings or otherwise objecting to entry of Judgment for Dissolution of

Marriage." The court found that, "The terms of the parties' [MSA] are binding upon the Court, unless the Court finds the agreement to be unconscionable, procured by fraud or coercion, or contrary to any rule of law, public policy or morals. *In re Marriage of Maher*, 95 Ill. App. 3d 1039, 1042, (2nd Dis. 1981)." The trial court ordered that judgment for dissolution of marriage "is entered contemporaneously herewith" and "[t]his matter is off call."

¶ 13 The same date, May 10, 2023, the trial court entered an order substituting Morris as respondent's attorney and a judgment for dissolution of marriage. The judgment found, in relevant part, that the parties have entered a MSA and that the prove up of this matter had taken place on April 25, 2023. The trial court stated that the MSA had been received in evidence,

> "and has been approved by the parties as being fair, just, and reasonable and the Court has considered and approved said [MSA] as an equitable and satisfactory resolution of the matter contained therein including, but not limited to, the disposition of assets and debts. The [MSA] is fair, reasonable, not unconscionable, and the parties entered into the agreement freely and voluntarily."

¶ 14 On May 24, 2023, respondent, through attorney Morris, filed "Respondent's Motion To Reconsider And/Or Vacate Court Orders of May 10, 2023" (Motion To Reconsider And/Or Vacate). The Motion To Reconsider And/Or Vacate argued (1) the trial court was put on notice (on May 9, 2023) that respondent was clinically incompetent during the proceedings and when respondent signed the MSA; therefore, there could be no valid agreement between the parties (respondent attached a psychological report and other medical information to the motion as exhibits); (2) during the oral prove up of the parties' agreement as to remaining issues on April 25, 2023, the trial court failed to make required findings of the value of the property and whether

it was marital or non-marital; and (3) the MSA is unconscionable, against public policy, unjust, and inequitable "in view of all the facts that the [trial] Court was not made unaware [*sic*] of" including the fact the source of respondent's funds is respondent's non-marital trust. The Motion to Reconsider And/Or Vacate claims that "as no court reporter was present at the May 9, 2023, zoom proceeding, a bystander's Report has been prepared."

¶ 15 On May 25, 2023, respondent filed "Respondent's Motion To Approve Bystander's Report." Respondent cites no order in the record ruling on this motion.

¶ 16 Respondent filed a motion for summary judgment on the Motion To Reconsider And/Or Vacate, which the trial court denied. Respondent filed an "Amended Respondent's Motion To Reconsider And/Or Vacate Court Orders of May 10, 2023" (Amended Motion To Reconsider And/Or Vacate) and the parties engaged in briefing on the amended motion.

¶ 17 The trial court set the matter for August 6 and 7, 2024, for in-person hearing on respondent's Amended Motion To Reconsider And/Or Vacate. On August 16, 2024, following full briefing by the parties and a hearing, the parties and their counsels appeared in the trial court for the court's ruling on respondent's Amended Motion To Reconsider And/Or Vacate. In its ruling, the trial court identified the witnesses and evidence in respondent's case-in-chief, including a psychologist, Dr. Jaffe, and exhibits admitted into evidence, including respondent's medications, an evaluation of respondent's cognition and functioning, and a mental status examination completed by Dr. Jaffe.

¶ 18 The trial court noted that at the close of respondent's case-in-chief, petitioner made an oral motion for a directed finding, which the trial court took under advisement.

¶ 19 At the August 16, 2024 ruling, the trial court summarized the procedural background of this case. The trial court noted that respondent had been represented "by not less than seven

different attorneys in this cause." The court noted that after various continuances the matter was set for trial on May 24, 25, and 26, 2022. On May 24, 2022, "the parties through their attorneys engaged in a pre-trial conference with this Court." The trial court stated that at that time, the court was

> "aware of the parties' most recent financial affidavits which listed gross monthly income in the amount of $5,000 for respondent and $2,735 for petitioner. Petitioner's debt was listed at $93,367.32 compared to approximately $8,000 for respondent. Petitioner listed assets also totaled less than $10,000 compared to respondent's listed assets which totaled in excess of $3.2 million."

¶ 20 The trial court found that on May 24, 2022, after "extensive negotiations between the parties and their attorneys and with the assistance of the Court, the parties signed and the Court entered an agreed order setting forth certain material terms upon which the parties agreed." The court noted petitioner's Motion To Vacate Or Modify the May 24, 2022, order and found,

> "Respondent also filed his own motion to enforce the terms of the May 24, 2022 agreed order in which she [*sic*] admits, 'After approximately four hours of negotiations between counsel and the court, the partied [*sic*] accepted as set forth in the preamble to the order the recommendations of the Court. The parties entered an order which was agreed and signed by both parties. The court order set forth the material terms of the settlement.' "

¶ 21 The trial court's August 16, 2024 ruling states that the trial court denied petitioner's Motion To Vacate the May 24, 2022, agreed order, and granted respondent's Motion To Enforce the agreed order.

¶ 22 The trial court's August 16, 2024 ruling found that on April 25, 2023, the parties appeared before the trial court for trial of the remaining contested issues and, following a pretrial conference with the court, "the parties agreed to resolve the remaining financial issues not addressed in the May 24, 2022 agreed order." The court found that $35,000 paid by respondent to petitioner was "in exchange for respondent being awarded certain property including but not limited to several vehicles and the cash value of two life insurance policies listed on his financial affidavit." The August 16, 2024 ruling found that the parties conducted a prove up on the record, both parties answered questions by their counsels and the trial court, and that "[t]he transcript of the proceedings speaks for itself."

¶ 23 The matter was continued to May 9, 2023, for status but on May 5, 2024,

> "a paralegal from respondent's then attorney's office sent to the court an email stating in relevant part, 'This email is to advise you we have been instructed by our client not to enter the judgment for dissolution of marriage. David has retained new counsel. Since the issue has arose, we would like to be before you in person on May 9, 2023, to present the reasons as to why our client is objecting to the entry of the judgment for dissolution of marriage.' "

¶ 24 The trial court's ruling noted that the parties appeared via videoconferencing on May 9, 2023, after which the trial court entered the May 10, 2023 orders. The trial court rejected respondent's argument that the court lacked authority to enter the judgment for dissolution of marriage incorporating the MSA once the court was put on notice that respondent was not in agreement. The court found as follows:

> "First, as the Court noted in its May 10, 2023 order, at that time no motion was pending seeking to vacate the Court's April 25, 2023 findings or otherwise objecting to entry of the judgment of dissolution.
>
> Second, property settlements may not be cancelled solely on the withdraw [*sic*] of one party's consent prior to entry of judgment."

¶ 25 The trial court also rejected respondent's argument that the prove up of the judgment for dissolution of marriage incorporating the parties' MSA "failed to comply with the statutory prerequisites and established case law rendering the prove up and [MSA] void."

¶ 26 In addition to finding that respondent failed to meet the burden to establish unconscionability, the court also found that respondent

> "is judicially estopped from seeking a finding that the terms of the May 24, 2022 agreed order are substantively unconscionable. With the exception of an additional $35,000 which petitioner received in exchange for respondent being awarded several vehicles and the cash value of two life insurance policies and respondent contributing an additional $15,000 towards petitioner's attorney's [*sic*] fees, parties' prior agreement as set forth in the May 24, 2022 order remained intact."

¶ 27 The trial court found that the May 24, 2022 agreed order "is the same agreed order that respondent moved to enforce and which the Court did, in fact, enforce at respondent's request." Further, the court found as follows:

> "Respondent's testimony that he was unaware that his former attorney Starkopf filed a motion to enforce was self-serving, not credible, and uncorroborated. Rather, the terms of the parties' May 24, 2022 agreed order were

specifically discussed at the parties' prove up, and respondent testified that he agreed to be bound by the same at the prove up."

¶ 28 The trial court concluded its August 16, 2024 ruling, as follows:

"In conclusion, with regard to respondent's request for the Court to reconsider its entry of the order dated May 10, 2023, and the parties' judgment for dissolution of marriage incorporating their [MSA,] the Court finds that respondent has failed to bring to the Court's attention newly discovered evidence or changes in the law. Additionally, respondent failed to identify any errors in the Court's application of the law. As such, count I of respondent's amended motion is denied.

With regard to respondent's request to vacate the order dated May 10, 2023, and the parties' judgment for dissolution of marriage incorporating their [MSA,] the Court finds as follows:

Respondent failed to establish a *prima facie* case of substantive unconscionability. Additionally, assuming *arguendo* that respondent had proffered at least some evidence on every element essential to a claim of substantive unconscionability, petitioner has pointed to clear and convincing evidence presented during respondent's case-in-chief, supporting this Court's finding that respondent is judicially estopped from seeking an order that the terms of the May 24, 2022 agreed order are substantively unconscionable.

Finally, respondent has proffered at least some evidence on the elements essential to his claim of procedural unconscionability. However, after weighing the totality of the evidence presented, including evidence favorable to petitioner

> and the credibility of respondent or lack thereof, respondent has clearly failed to meet his burden to demonstrate that the parties' [MSA] is procedurally unconscionable. As such, petitioner's motion for a directed judgment is granted and respondent's amended motion is denied."

¶ 29 We will discuss other aspects of the trial court's August 16, 2024 ruling in conjunction with and as they relate to our discussion of respondent's arguments on appeal.

¶ 30 On August 16, 2024, the trial court entered a written order that (1) granted petitioner's oral motion for a directed finding and denied respondent's Amended Motion To Reconsider And/Or Vacate for the reasons set forth on the record, and entered judgment dismissing the motion. The August 16, 2024 order states that it is a final and appealable order.

¶ 31 This appeal followed.

¶ 32 ANALYSIS

¶ 33 This is an appeal from a judgment of dissolution of marriage incorporating a marital settlement agreement (MSA) in which the respondent-appellant challenges the MSA only. Respondent's arguments on appeal can be summarized as follows:

1. The MSA should not have been entered and is unconscionable due to respondent's diminished mental capacity; specifically, respondent was not competent at the time of the April 25, 2023, prove up, nor when he signed the MSA, and therefore,
    a. there was not a valid contractual agreement between the parties, because there was no "meeting of the minds" and respondent was coerced into signing the agreed order,
    b. the trial court failed to inquire into respondent's disagreement with the MSA pursuant to *In re Marriage of Maher*, and

c. in light of respondent's condition and that a trust was established for his care, the MSA is one-sided and unfair.

2. The trial court failed to make findings required by statute before entering the MSA, specifically

a. the value of petitioner's pension fund, and

b. the character (marital or non-marital), value, and source of property awarded to petitioner.

3. The trial court erred in denying respondent access to have a court reporter present at the hearing on respondent's Amended Motion To Reconsider And/Or Vacate.

Respondent makes related arguments that the MSA is against public policy and morals and the trial court failed to achieve equity between the parties, but we find that those arguments are inextricably intertwined with respondent's other arguments. See *In re Gibson-Terry & Terry*, 325 Ill. App. 3d 317, 325 (2001).

¶ 34 Marital settlement agreements are controlled by section 502 of the Illinois Marriage and Dissolution of Marriage Act (Act) (750 ILCS 5/502 (West 2022)).

> "When a party seeks to vacate or modify a property settlement incorporated into a dissolution judgment, the settlement is presumed valid. *** Rather, the modification of a dissolution judgment rests in the sound discretion of the trial court; a reviewing court will not disturb the trial court's findings unless the evidence clearly requires. [Citation.]" *Flynn v. Flynn*, 232 Ill. App. 3d 394, 399 (1992).

¶ 35 " 'Settlement agreements are binding only if there is an offer, an acceptance, and a meeting of the minds as to the terms of the agreement.' [Citation.]" *Draper & Kramer, Inc. v.*

King, 2014 IL App (1st) 132073, ¶ 28. ”A marital settlement agreement is unconscionable if there is ‘an absence of a meaningful choice on the part of one of the parties together with contract terms which are unreasonably favorable to the other party.’ ” *In re Marriage of Labuz*, 2016 IL App (3d) 140990, ¶ 37. “To determine whether an agreement is unconscionable, the court must consider two factors: (1) the circumstances and conditions under which the agreement was made; and (2) the economic circumstances of the parties that result from the agreement. [Citations.]” *In re Marriage of Labuz*, 2016 IL App (3d) 140990, ¶ 37. “A finding of unconscionability may be based on either procedural or substantive unconscionability, or a combination of both. [Citations.]” *Id.*

¶ 36 “A marital settlement agreement is procedurally unconscionable when an impropriety in the process of forming the contract deprived a party of a meaningful choice.” (Internal quotation marks omitted.) *In re Marriage of Labuz*, 2016 IL App (3d) 140990, ¶ 40. “A marital settlement agreement is substantively unconscionable if it contains terms “which are unreasonably favorable to the other party. [Citations.]” *Id.* ¶ 51.

> “To rise to the level of being [substantively] unconscionable, the settlement must be improvident, totally one-sided or oppressive. [Citations.] *** An unconscionable bargain has been defined as one which no man in his senses, not under delusion, would make, on the one hand, and which no fair and honest man would accept, on the other. [Citation.]” (Internal quotation marks omitted.) *In re Marriage of Labuz*, 2016 IL App (3d) 140990, ¶ 51.

¶ 37 “Coercion includes the imposition, oppression, undue influence, or the taking of undue advantage of the stress of another, whereby that person is deprived of the exercise of her free will. [Citations.] Because stress is common in dissolution proceedings, stress alone is not

enough." *In re Gibson-Terry*, 325 Ill. App. 3d at 327. "The party asserting duress or coercion must prove the allegation by clear and convincing evidence." *In re Marriage of Stoker*, 2021 IL App (5th) 200301, ¶ 69. Finally, we note that, in *In re Gibson-Terry*, the court found that, "It is probable that [the respondent] had a change of heart following the prove-up hearing and subsequently decided that he wanted to have the agreement set aside. However, 'a settlement agreement incorporated into a judgment for dissolution will not be vacated based on a mere change of heart of one of the parties.' " *In re Gibson-Terry*, 325 Ill. App. 3d at 328.

¶ 38 Initially, we must address petitioner's argument that this appeal results from the trial court's order entering a directed finding in favor of petitioner on respondent's Amended Motion To Reconsider And/Or Vacate, which also found that respondent is judicially estopped from seeking a finding that the terms of the May 24, 2022 agreed order are substantively unconscionable.

¶ 39 Judicial Estoppel

¶ 40 Petitioner argues that respondent entirely failed to address the judicial estoppel argument, therefore, respondent has forfeited argument on this issue. "[W]here a trial court has exercised its discretion in the application of judicial estoppel, we review for abuse of discretion." *Seymour v. Collins*, 2015 IL 118432, ¶ 48. There are five " 'generally required' " prerequisites for a court to invoke the doctrine of judicial estoppel. *Collins*, 2015 IL 118432, ¶ 37.

> "The party to be estopped must have (1) taken two positions, (2) that are factually inconsistent, (3) in separate judicial or quasi-judicial administrative proceedings, (4) intending for the trier of fact to accept the truth of the facts alleged, and (5) have succeeded in the first proceeding and received some benefit from it." *Id.*

¶ 41 Because respondent himself filed a Motion To Enforce the May 24, 2022 agreed order, the trial court found that "respondent is judicially estopped from seeking a finding that the terms of the May 24, 2022 agreed order are substantively unconscionable." On appeal, respondent has failed to argue the absence of any of the prerequisites to the court's exercise of its discretion to invoke judicial estoppel. As for respondent's claim he did not knowingly agree to the Motion To Enforce the May 24, 2022 order, the trial court found that "[r]espondent failed to introduce any credible evidence indicating that he should not be bound by his attorney's act of successfully moving to enforce the terms of the May 24, 2022 agreed order." Respondent has not directly challenged that finding on appeal, except for respondent's general claims of incompetency, which, as discussed below, the trial court found not credible. Even if respondent had established his incompetency, the effect of respondent's incompetence on the implications of the Motion To Enforce is undefined and unargued. But see *McAteer v. Menzel Building Co., Inc.*, 13 Ill. App. 3d 394, 399 (1973) ("The general rule is that a person who assumes to act as agent for a legally incompetent principal renders himself personally liable to the person with whom he deals."). Regardless, in addition to failing to argue that the general prerequisites to judicial estoppel have not been met, respondent has also not argued that the trial court's invocation of judicial estoppel was itself "arbitrary, fanciful, or unreasonable or [that] no reasonable person would take the view adopted by the trial court." *Collins*, 2015 IL 118432, ¶ 41.

¶ 42 We find that respondent has forfeited any challenge to the trial court's judicial estoppel determination. *In re Marriage of Lugo*, 2025 IL App (1st) 231478, ¶ 113 ("See Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020) (appellant must support appeal with citation of the *authorities* and pages of the record relied upon); *23-25 Building Partnership v. Testa Produce, Inc.*, 381 Ill. App. 3d 751, 755 (2008) ('[A] reviewing court is entitled to have the issues on appeal clearly defined

with pertinent authority cited and a cohesive legal argument presented,' as the 'appellate court is not a depository in which the appellant may dump the burden of argument and research.' (Internal quotation marks omitted.))."). As respondent failed to challenge on appeal the trial court's finding that "respondent is judicially estopped from seeking a finding that the terms of the May 24, 2022 agreed order are substantively unconscionable," that finding will continue to apply in this case. *166 Symphony Way, LLC v. U.S. Property Investments Group, LLC*, 2025 IL App (2d) 240040, ¶ 29 ("The law-of-the-case doctrine provides that, when an issue could have been raised in a prior appeal but was not, the decision regarding that issue becomes the law of the case, and the issue is deemed forfeited."). Any arguments that the May 24, 2022 agreed order is substantively unconscionable are forfeited. Based on our findings regarding judicial estoppel, we limit our consideration on appeal to the findings regarding the terms of the MSA agreed to at the April 25, 2023, prove up.

¶ 43 Directed Finding

¶ 44 Petitioner argues that respondent entirely failed to address the directed finding in favor of petitioner and, therefore, has forfeited any argument that the trial court erred in entering a directed finding in favor of petitioner.

¶ 45 A motion for a directed finding pursuant to section 2-1110 of the Code of Civil Procedure (Code) (735 ILCS 5/2-1110 (West 2022)) involves a two-step process. *Shrock v. Meier*, 2024 IL App (1st) 230069, ¶ 29. "First, the court must determine, as a matter of law, whether the plaintiff has presented a *prima facie* case by proffering at least some evidence on every element essential to [the plaintiff's underlying] cause of action. [Citations.]" (Internal quotation marks omitted.) *Id.* "Because a determination that the plaintiff has failed to present at least some evidence on every

element is a question of law, such a ruling is reviewed *de novo.*" *In re Estate of Coffman*, 2023 IL 128867, ¶ 52.

> "If, however, the circuit court determines that the plaintiff has presented some evidence on every element, the court proceeds to the second part of the inquiry and considers the totality of the evidence presented, including any evidence that is favorable to the defendant. In its role as the finder of fact, the court weighs all the evidence, determines the credibility of the witnesses, and draws reasonable inferences therefrom. [Citations.] The weighing process may negate some evidence presented by the plaintiff.
>
> After weighing all the evidence and applying the standard of proof required for the underlying cause, the court must determine whether sufficient evidence remains to establish the plaintiff's *prima facie* case. *** A reviewing court will not reverse a ruling following this weighing process unless it is contrary to the manifest weight of the evidence. [Citation.]" *In re Estate of Coffman*, 2023 IL 128867, ¶¶ 53-54.

¶ 46 The trial court found that respondent proffered some evidence on the elements essential to respondent's claim of procedural unconscionability. Therefore, the trial court proceeded to the second step of the directed finding analysis. Our review of that portion of the trial court's order is whether it is against the manifest weight of the evidence. Respondent has not specifically argued that any of the trial court's findings with regard to that portion of the August 16, 2024 order are against the manifest weight of the evidence. Respondent has forfeited that argument. *In re Alexander R.*, 377 Ill. App. 3d 553, 557 (2007) (and cases cited therein) (it is the appellant's burden to affirmatively demonstrate error from the record), see *Shrock*, 2024 IL App (1st)

230069, ¶ 13 ("Failure to provide argument in the opening brief results in that argument being forfeited."). The trial court found respondent failed to establish a *prima facie* case of substantive unconscionability of the judgment for dissolution of marriage incorporating the MSA, which is subject to *de novo* review. *In re Estate of Coffman*, 2023 IL 128867, ¶ 52. When "the trial court's ruling *** is reviewed *de novo*, *** we perform the same analysis as the trial court." *In re Marriage of Larsen*, 2023 IL App (1st) 230212, ¶ 121. Thus, to the extent our review of the trial court's order is *de novo*, we find that we may consider respondent's arguments without offending (or forgiving) the forfeiture rule.

¶ 47 Denial of Court Reporter Access

¶ 48 Respondent argues that the trial court refused to allow respondent's court reporters access to the remote proceedings without reason, thereby denying respondent's right to due process. Petitioner responds that respondent failed provide a record of the hearing on the Amended Motion To Reconsider And/Or Vacate, therefore, that order should be affirmed. Petitioner also argues respondent failed to provide any record citations for his contentions; therefore the argument is forfeited. In reply, respondent concedes "that the record that does exist, is sufficient for the Court to find a reversal is warranted," and only "requests that the Court take the trial court's prejudicial decision into consideration."

¶ 49 We agree with petitioner that respondent's argument that the trial court denied respondent his right to due process is forfeited for our review. *In re Marriage of Lugo*, 2025 IL App (1st) 231478, ¶ 82 ("Having presented nothing in support of her argument, we deem the issue forfeited." (citing Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020))). We also note that respondent failed to properly file a bystander's report of the proceedings, and has made no argument concerning a proposed bystander's report on appeal, forfeiting that issue as well. *Shrock*, 2024 IL App (1st)

230069, ¶ 13. Accordingly, we find that any argument respondent was denied due process by not being allowed to create a record of the hearing on the Amended Motion To Reconsider And/Or Vacate is forfeited.

¶ 50 Having found respondent's argument that he was wrongfully deprived of the ability to make a record to be forfeited, we return to respondent's remaining arguments on appeal. As noted by petitioner, respondent failed to provide this court with a transcript of the hearing on the Amended Motion To Reconsider And/Or Vacate. Petitioner is correct that any deficiencies in the record will be construed against respondent as the appellant, and it will be presumed that the trial court's order had an adequate basis in fact and was in conformity with the law. *Evans v. Cook County State's Attorney*, 2021 IL 125513, ¶ 68 (Carter, J., dissenting) ("Under *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391 (1984), a reviewing court may construe any deficiency in the record against the appellant and presume the circuit court's order was in conformity with the law and had a sufficient factual basis."). Also as previously noted, respondent also failed to argue that the trial court's factual findings before entering a directed finding in favor of petitioner are against the manifest weight of the evidence. Respondent has therefore forfeited that argument. *Shrock*, 2024 IL App (1st) 230069, ¶ 13.

¶ 51 A. Respondent's Mental Competence

¶ 52 Because it is the foundation for almost all of respondent's arguments on appeal, we first address the issue of respondent's competence. A party's competence is usually a question of fact. *In re Estate of Wellman*, 174 Ill. 2d 335, 349 (1996) ("the question of *** mental disability was a uniquely factual question for the trial court, whose findings will not be disturbed on review unless they are against the manifest weight of the evidence."), see *In re Estate of Sloan*, 2020 IL App (5th) 190307-U, ¶ 13. "We will not reverse a trial court's factual inquiry unless it is against

the manifest weight of the evidence. [Citation.] A factual finding is against the manifest weight of the evidence only when an opposite conclusion is clearly apparent or when the trial court's findings appear to be unreasonable, arbitrary, or not based on the evidence." *In re Estate of McDonald*, 2024 IL App (2d) 230195, ¶ 45 (citing *In re Marriage of Romano*, 2012 IL App (2d) 091339, ¶ 44). Forfeiture aside, based on the record before this court, we do not find that the trial court's judgment is against the manifest weight of the evidence. *In re Estate of Coffman*, 2023 IL 128867, ¶ 54.

¶ 53 The trial court's August 16, 2024 ruling noted that respondent "argued that he lacked the mental capacity to understand the parties' marital settlement agreement and agree to its terms." The trial court recounted respondent's testimony and evidence. The court found,

> "Respondent's testimony was not credible. He contradicted himself by first testifying that he did not remember being in court on April 5, 2023, and then testifying that he specifically remembered feeling sick on that date. Respondent was also evasive when denying being able to see the signatures on the May 24, 2022 agreed order, and then admitted that he forgot to bring his glasses to court.
>
> Respondent was additionally able to recognize his signature [and] his current and former attorneys on the substitution of attorney's exhibit. Notwithstanding his testimony that he cannot see and cannot read, respondent admitted that he drives and admitted to using his cell phone to receive text messages and use his Chase banking app. Respondent's testimony that he had difficulty using his cell phone in open court was not credible and was contradicted by his admission that he was looking at his cell phone in the hallway before court began."

¶ 54 The trial court's August 16, 2024 ruling also addressed the testimony of respondent's expert witness psychologist, Dr. Jaffe. The trial court found that "Dr. Jaffe admitted that he did not opine that respondent lacked the mental capacity to enter into the marital settlement agreement on April 25, 2023, or the agreed order on May 24, 2022." Dr. Jaffee did not see respondent prior to May 2023, "did not know who discussed the [MSA] with respondent, did not know whether the [MSA] was explained to respondent," and no competent evidence was submitted that respondent was incapable of understanding the terms of the parties' MSA, "especially if it had been explained to [respondent] in short, simple, and easy-to-understand statements." The court also found that "no evidence was introduced that the [MSA] was not, in fact, explained to respondent."

¶ 55 Based on the trial court's ruling, we cannot find that the trial court's judgment is against the manifest weight of the evidence. Respondent primarily relies on his psychological assessments to support his claim of mental incompetence. Respondent failed to address the trial court's findings—particularly regarding having matters explained to him—regarding those assessments. *Supra*, ¶ 54. Moreover, the trial court's credibility determination is entitled to great deference, and we cannot say the court's finding that respondent was not credible is manifestly erroneous. *Tandy v. Tandy*, 42 Ill. App. 3d 87, 89 (1976) ("[T]he credibility of the witnesses is for the finder of fact to determine and a reviewing court will not reverse its finding unless that finding is against the manifest weight of the evidence."). The conclusion that respondent was incompetent to participate in any court proceeding is not clearly apparent from the trial court's recitation of the evidence. Rather, the trial court's findings are based on the evidence presented, and the court's conclusions are reasonable. *In re Estate of McDonald*, 2024 IL App (2d) 230195, 45. Regardless, we must presume that the trial court's order had an adequate basis in fact and

was in conformity with the law. *Evans*, 2021 IL 125513, ¶ 68 (Carter, J., dissenting). We find that respondent failed to establish that his mental or physical conditions sufficiently impaired his abilities to invalidate the parties' agreement.

¶ 56 B. Contractual Validity of the Agreement

¶ 57 Respondent argues there was never a valid agreement between the parties because there was never a meeting of the minds, because respondent was "clinically, and cognitively incapable of understanding what was taking place." Respondent relies on "three evaluations of [respondent,] before and after the court proceeding of April 25, 2023, and argues that the "crux of these three evaluations *** was that there never could be an agreement on April 25th, 2023, nor an agreed MSA, because [respondent] was cognitively impaired, memory deficient, and lacked the contractual competency to freely, knowingly, and without feeling intimidated, participate in his own defense." Respondent argues that when he signed the agreed order on April 25, 2023, he signed "because he was told by his attorney to sign it, even though he had no idea what it said."

¶ 58 We have found that the trial court's finding that respondent's factual basis for the argument he lacked the capacity to contract lacks credibility is not manifestly erroneous. See s*upra*, ¶ 54. Therefore, this argument fails on that basis alone.

¶ 59 Respondent also argues that the agreement is unconscionable because "he was coerced" by being "intimidated by the legal process and his counsel telling him this was the best deal he could get." We find *In re Gibson-Terry* instructive. In that case, the respondent argued that his attorney coerced him into signing the parties' agreement by advising the respondent that his attorney "had done everything which could be done" and advising the respondent that he had no alternative but to accept the terms of the agreement. *In re Gibson-Terry*, 325 Ill. App. 3d at 328.

The court found that the respondent's claims were not credible. *Id.* at 329. The court found that there was "evidence in the record to support the trial court's determination that the marital settlement agreement was neither unconscionable nor the result of coercion on the part of [the respondent's] trial attorney," including that the respondent did not "deny he willingly signed the 'Stipulation and Request to Hear Uncontested Cause,' stipulating that 'all matters pending *** [have] been settled, agreed and compromised, freely and voluntarily after full disclosure.' " *Id.* The court found that the respondent "failed to present any evidence, let alone clear and convincing evidence, that his attorney coerced him into entering into the property settlement agreement." *In re Gibson-Terry*, 325 Ill. App. 3d at 328. Similarly, here, respondent submitted a Certification and Stipulation, and we also find that respondent has not identified to this court clear and convincing evidence that respondent was coerced into signing the parties' agreement.

¶ 60 Respondent's argument that the parties' agreement was not a valid contract fails.

¶ 61 C. Statutory Findings

¶ 62 Next, respondent argues the trial court committed reversible error by incorporating the parties' MSA into the judgment of dissolution of marriage without first making findings of (a) the present value of petitioner's pension fund and (b) the value, source, and character (marital or non-marital) of properly being transferred to petitioner. (Respondent specifically references the Sandy Creek property and a cash transfer to petitioner. As discussed above, respondent is judicially estopped from challenging the term of the parties' agreement regarding the Sandy Creek property, which was part of the trial court's May 24, 2022 order. We will not consider respondent's arguments concerning the May 24, 2022 order.) Respondent argues that the Act does not differentiate between settlement agreements and marital awards entered by the court—the court must comply with the statutory requirements in either circumstance so that the trial

court may allocate the assets as part of a settlement agreement and to facilitate appellate review of the reasonableness and conscionability of the settlement.

¶ 63 The trial court rejected respondent's argument by relying on section 502 of the Act.

> "(a) To promote amicable settlement of disputes between parties to a marriage attendant upon the dissolution of their marriage, the parties may enter into an agreement containing provisions for disposition of any property owned by either of them ***.
>
> (b) The terms of the agreement *** are binding upon the court unless it finds, after considering the economic circumstances of the parties and any other relevant evidence produced by the parties, on their own motion or on request of the court, that the agreement is unconscionable." 750 ILCS 5/502(a), 502(b) (West 2022).

¶ 64 The trial court found:

> "Thus the Act is clear that the terms of the parties' agreement are binding upon the Court unless the Court finds the agreement to be unconscionable, procured by fraud or coercion, or contrary to any rule of law, public policy or morals.
>
> The Court declined to make any such findings at the prove up, and therefore the term of the parties' agreement are binding upon the Court. Respondent's argument that each and every asset to be divided between the parties, pursuant to a [MSA] including items of personal property must be independently valued by the Court prior to making a finding that the agreement is not unconscionable is not supported by the language of the Act.

> Rather, as stated previously, Section 502 of the Act directs the Court to consider the economic circumstances of the parties and other relevant evidence produced by the parties when considering whether an agreement is unconscionable. Therefore, the parties' failure to ascribe a value or classify as marital or nonmarital certain assets divided between the parties does not render the agreement void."

¶ 65 Respondent's primary authority allegedly to the contrary is *In re Marriage of Davis*, 131 Ill. App. 3d 1065 (1985). *Davis* is inapposite. *Davis* did not involve a marital settlement agreement. In *Davis*, the court held that,

> "[f]or [a] trial court to apportion marital assets *under section 503* *** the proper value of such assets must be established. [Citation.] Where the record lacks proper evidence of valuation, there is no basis upon which an appellate court can review the propriety of a trial court's apportionment of marital property. [Citation.]" (Emphasis added.) *In re Marriage of Davis*, 131 Ill. App. 3d at 1069.

¶ 66 The court also found that "absent sufficient evidence of the present value of future pension fund benefits, an award of an interest in such benefits is inappropriate *under section 503*." (Emphasis added and internal quotation marks omitted.) *In re Marriage of Davis*, 131 Ill. App. 3d at 1070 (citing *In re Marriage of Kundit*, 107 Ill. App. 3d 310, 314 (1982)).

¶ 67 *Davis* involved an allocation of marital property pursuant to section 503 of the Act, not a marital settlement agreement. See *In re Marriage of Davis*, 131 Ill. App. 3d at 1067. Nor does *Kundit*, also cited by respondent, involve a marital settlement agreement. See *Kundit*, 107 Ill. App. 3d at 314 ("For a trial court to apportion marital assets under section 503, the proper value of such assets must be established."). Finally, *Draper & Kramer, Inc.*, 2014 IL App (1st)

132073, ¶ 25, also relied upon by respondent, only holds that motions to vacate agreed orders brought within 30 days pursuant to section 2-1301 should be judged under the standard applicable to motions pursuant to section 2-1301, not the "stricter section 2-1401 standard." *Draper & Kramer, Inc.* does not hold that marital settlement agreements should be judged under the standards for apportionments of marital property pursuant to section 503 of the Act.

¶ 68 We agree with the trial court that pursuant to section 502 of the Act, the parties' MSA was binding on the court unless the MSA was unconscionable, procured by fraud or coercion, or contrary to any rule of law, public policy or morals. 750 ILCS 5/502 (West 2022). We find that respondent's argument that the trial court's failure to value or classify certain property nullifies the parties' MSA is without merit.

¶ 69 D. The Trial Court's Inquiry Into Respondent's Disagreement

¶ 70 Respondent, relying on *In re Marriage of Maher* and *Crawford v. Crawford*, argues that "if a disagreement to the entry of [an] MSA is raised by one of the litigants, then the [trial] court must conduct an in depth inquiry as to the basis of the objection, before entering the MSA, to insure that justice [is] being done." Defendant argues that was not done in this case after respondent's new counsel brought the matter to the trial court's attention on May 9, 2023.

¶ 71 In *In re Marriage of Maher*, 95 Ill. App. 3d at 1041-42, the respondent-husband filed a motion to vacate an "agreed order" resolving certain matters in controversy between the parties. *Id.* The trial court denied the motion to vacate, and on appeal, the respondent argued that his joining in the agreed order "resulted from being misled and from a lack of understanding of the nature of the agreement." *Id.* The *Maher* court found that the respondent in that case had failed "to allege such fraud as will require the vacation of a settlement agreement." *In re Marriage of Maher*, 95 Ill. App. 3d at 1042. The court also distinguished *Crawford v. Crawford*, 39 Ill. App.

3d 457 (1976). In *Crawford*, the plaintiff argued that the trial court should not have entered a dissolution decree incorporating the parties' oral agreement because "the element of consent between the parties was never present so as to make the alleged consent decree valid." *Id.*

¶ 72 The *Crawford* court reversed, finding,

> "It is our opinion that the settlement of property and alimony rights between married persons, particularly in situations involving long matrimonial relationships, cannot be concluded by the parties' oral consent when it is diligently challenged by one spouse before a decree has been entered.
>
> While we agree with the defendant that the prove-up hearing was not an idle exercise and should not be disregarded, we also feel that (1) the instant settlement agreement was hastily contrived immediately before the prove-up hearing and (2) the divorce decree dissolving the twenty-six year old marital union between the parties was based on an oral accord which the plaintiff not only expressed her aversion to, but immediately disavowed her prior consent to said compact." *Crawford*, 39 Ill. App. 3d at 462-63.

¶ 73 Notably, the *Crawford* court distinguished *Filko v. Filko*, 127 Ill. App. 2d 10 (1970), where, "contrary to the present case where the plaintiff was not consulted nor advised of the agreement on the day of the prove-up hearing, the hearing in *Filko* was preceded by six hours of conference in which the parties, their attorneys, and even the trial judge participated in arriving at an oral settlement agreement." *Crawford*, 39 Ill. App. 3d at 463, *Filko*, 127 Ill. App. 2d at 19. In *Filko*, the "[p]laintiff offered to prove that, at the time she orally assented to the decree while testifying in open court, she was in the state of emotional imbalance and did not understand the settlement." *Filko*, 127 Ill. App. 2d at 19. The *Filko* court found that "[t]his contention was

general in nature and was not sufficient cause to require the trial judge to refuse to enter the decree." *Id.* The court held, "[b]ased upon the extended conversations which the trial judge had with the plaintiff on the day of the hearing ***, we do not believe that the objection of plaintiff that she was emotionally imbalanced at the time she testified could be an appropriate basis for a contention that the trial judge had abused his discretion in entering the decree." *Filko*, 127 Ill. App. 2d at 19.

¶ 74 We reject respondent's argument that the trial court in this case did not sufficiently inquire into respondent's rejection of the MSA pursuant to the authorities cited. There is nothing in *In re Marriage of Maher* to suggest a more probing inquiry than the parties' testimony and the trial court's examination of the circumstances surrounding the parties' agreement. See *In re Marriage of Maher*, 95 Ill. App. 3d at 1042-43, *In re Gibson-Terry*, 325 Ill. App. 3d at 323 ("in cases such as this, where an oral property settlement agreement is placed on the record, perhaps a better procedure would have been for the trial court to call both parties to the stand and question them concerning their capacity and desire to consent to the agreement"). Further, the *Crawford* court placed particular emphasis on the plaintiff's immediate disavowal of the proposed agreement. In that case, the plaintiff voiced objection to her counsel as she was coming off the stand while testifying; an objection the plaintiff's former counsel failed to act upon. *Crawford* 39 Ill. App. 3d at 460, 462. In this case, as the trial court noted, when the trial court entered the May 10, 2023 orders, "[n]o motion [was] pending seeking to vacate the Court's April 25, 2023 findings or otherwise objecting to entry of Judgment for Dissolution of Marriage." Thus, this case is distinguishable from *Crawford*. Furthermore, the agreed order in this case resulted from extensive negotiations between the parties that included the assistance of the trial court. See *Filko*, 127 Ill. App. 2d at 19. Therefore, respondent's argument fails.

¶ 75 E. Conscionableness of the Agreement

¶ 76 Respondent argues that the MSA is unconscionable, and "it would be against public policy, and unconscionable[,] to impose a one sided agreement on a mentally and physically challenged spouse, who was incapable of participating in his own defense, and is easily coerced by the process." Respondent also argues that the MSA is unconscionable because of the "stripping of [respondent's] non-marital property, *** which had been set aside for [respondent's] care." The trial court addressed respondent's argument that the MSA is unconscionable because "petitioner was awarded respondent's nonmarital real property and that the agreed-upon property settlement payments would come from respondent's nonmarital trust." The court found that respondent failed to meet respondent's burden because respondent "failed to introduce any credible evidence at trial supporting his claim of substantive unconscionability. The respondent did not introduce any evidence supporting his claim that any of the property at issue is nonmarital." The court also stated that it was "well aware of the other economic circumstances of the parties."

¶ 77 On appeal, respondent has not pointed to any evidence the trial court failed to consider. Respondent's brief asserts that the trial court was unaware of certain psychological evaluations; but the trial court specifically addressed Dr. Jaffee's testimony, which took respondent's evaluations into consideration. Respondent also admits "the existence of [respondent's] Trust *** was known to the court." Despite complaints about the "stripping" of his assets, respondent has not directed this court to evidence that his remaining property is insufficient for respondent's needs or long-term care.

¶ 78 Both the prove up of the May 24, 2022 order, which remains unchallenged, and the parties' agreement reflect "the economic circumstances of the parties that result from the

agreement." *In re Marriage of Labuz*, 2016 IL App (3d) 140990, ¶ 51, *supra*, ¶ 19. The disparity in the parties' assets and debts prove the agreement is not "improvident, totally one-sided or oppressive." (Internal quotation marks omitted.) *Id.* Moreover, the trial court explained the reason for a $35,000 transfer to petitioner was "in exchange for respondent being awarded certain property including but not limited to several vehicles and the cash value of two life insurance policies listed on his financial affidavit." This was not a one-sided exchange; and respondent has presented no evidence that the value of the property he retained was disproportionate to the payment petitioner received. The parties' agreement was "in satisfaction of any and all outstanding claims that there may be in this case." The trial court found that the parties had engaged in settlement negotiations and presented the court with "the terms of their full agreement." The court found that it had "heard the terms of the parties' settlement agreement and finds that the agreement if fair, reasonable, not unconscionable, and that both parties have entered into the agreement freely and voluntarily." As noted in the May 10, 2023 order, respondent did not challenge the trial court's April 25, 2023 rulings until the Motion To Reconsider And/Or Vacate. Compare *Crawford*, 39 Ill. App. 3d at 462-63. Respondent complains that he was "programmed" to answer "Yes." to questioning about the agreement. We have already found that respondent is not credible in this regard but, regardless, respondent has not disputed the facts of the agreement, and we find based on the facts of the agreement, including the parties' relative financial conditions, waivers of maintenance, mutual awards of financial accounts, and awards of personal property, the agreement is not so one-sided as to rise to the level of substantive unconscionability. See *In re Marriage of Labuz*, 2016 IL App (3d) 140990, ¶ 51.

¶ 79 The trial court's finding that the parties' agreement is not substantively unconscionable is not erroneous.

¶ 80 The trial court also found that respondent failed to meet the burden to demonstrate that the MSA is procedurally unconscionable. The trial court stressed that the prove up "was not hastily arranged or rushed" and followed "two lengthy, in-person pre-trial conferences in which both parties were represented by counsel." The court found that respondent failed to meet the burden to establish lack of capacity or understanding in support of respondent's claim of procedural unconscionability.

¶ 81 Based on the trial court's August 16, 2024 ruling, we cannot say the opposite conclusion is clearly apparent, or that trial court's judgment is unreasonable, arbitrary, or not based on the evidence. The trial court based its findings on the evidence respondent presented and explained its reasons for its findings, which are not unreasonable. In response to a similar argument that a "settlement agreement was 'hastily arranged,' " the court in *Gibson-Terry* found that "the number of hours spent negotiating is not a '*per se* formulation of unconscionability.' [Citation.] Rather, significance lies in the fact that the parties negotiated at 'arm's length with the aid of counsel.' [Citation.]" *In re Gibson-Terry*, 325 Ill. App. 3d at 326. The same is true here; the parties negotiated at arms-length with the assistance of counsel. In *In re Gibson-Terry,* the respondent, similarly to this case, asked the court to accept the respondent's post-agreement assertion that the parties reached the agreement in a hostile and coercive atmosphere. *Id.* at 326. The court found that "[t]he record does not support a determination that the trial court erred in its assessment of [the respondent's] credibility. Rather, the record reflects that the parties negotiated at arm's length while represented by counsel. [Citation.] [The respondent's] claim of unconscionability must therefore fail." *In re Gibson-Terry*, 325 Ill. App. 3d at 327. We reach the

same conclusion in this case. We find that respondent has not established any basis to disturb the trial court's credibility determination. *Tandy*, 42 Ill. App. 3d at 89. Respondent's testimony as to his inability to understand and agree to the parties' agreement is not credible. Therefore, respondent's arguments fail.

¶ 82 The trial court's findings that the agreement is not improvident, totally one-sided, or oppressive (*In re Marriage of Labuz*, 2016 IL App (3d) 140990, ¶ 51) and that there was no "impropriety in the process of forming the contract" (*In re Marriage of Labuz*, 2016 IL App (3d) 140990, ¶ 40) are not against the manifest weight of the evidence. Respondent's argument that the agreement is unconscionable fails; for the same reasons, respondent's arguments that the agreement is against public policy, and the trial court failed to achieve equity, also fail.

¶ 83 We find the trial court did not err in incorporating the parties' MSA into the dissolution judgment.

¶ 84 CONCLUSION

¶ 85 For the foregoing reasons, the judgment of the circuit court of Cook County is affirmed.

¶ 86 Affirmed.