



**WHAT YOU NEED TO KNOW ABOUT
SPOUSAL MAINTENANCE
IN ILLINOIS?**

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MAINTENANCE (ALIMONY)

Maintenance (alimony) describes payments made by one spouse to the other spouse to preserve their lifestyle when the earning capacity of one is significantly greater than the earning capacity of the other.

The court may grant a maintenance award for either spouse in amounts and for periods of time as the court deems just, without regard to marital misconduct, and the maintenance may be paid from the income or property of the other spouse.

The court shall first make a finding as to whether a maintenance award is appropriate, after consideration of all relevant factors, including:

1. The income and property of each party, including marital property apportioned and non-marital property assigned to the party seeking maintenance as well as all financial obligations imposed on the parties as a result of the dissolution of marriage;
2. The needs of each party;
3. The realistic present and future earning capacity of each party;
4. Any impairment of the present and future earning capacity of the party seeking maintenance due to that party devoting time to domestic duties or having forgone or delayed education, training, employment, or career opportunities due to the marriage;
5. Any impairment of the realistic present or future earning capacity of the party against whom maintenance is sought;
6. The time necessary to enable the party seeking maintenance to acquire appropriate education, training, and employment, and whether that party is able to support himself or herself through appropriate employment.
 - The effect of any parental responsibility arrangements and its effect on a parties ability to seek or maintain employment;
7. The standard of living established during the marriage;
8. The duration of the marriage;
9. The age, health, station, occupation, amount and sources of income, vocational skills, employability, estate, liabilities, and the needs of each of the parties;
10. All sources of public and private income including, without limitation, disability and retirement income;
11. The tax consequences to each party;
12. Contributions and services by the party seeking maintenance to the education, training, career or career potential, or license of the other spouse;
13. Any valid agreement of the parties; and
14. Any other factor that the court expressly finds to be just and equitable.

For the spousal maintenance purposes, a “terminating event” may include one of the following:

1. Death of the receiving spouse;
2. Death of the payor spouse
3. Remarriage of the receiving spouse
4. Resident, conjugal cohabitation with another or on the part of the receiving spouse
5. The retirement of the payor spouse

If the court finds that a maintenance award is appropriate, the court shall order guideline maintenance in accordance with the statute or non-guideline maintenance award in accordance with the statute. A maintenance award not in accordance with guidelines, shall be made after the court’s consideration of all relevant factors as set forth above.

GUIDELINE MAINTENANCE

If the combined gross annual income of the parties is less than \$500,000 and the payor has no obligation to pay child support or maintenance or both from a prior relationship, maintenance payable after the date the parties’ marriage is dissolved shall be in accordance with the following provisions, unless the court makes a finding that the application of the guidelines would be inappropriate.

The amount of maintenance shall be calculated by taking 33 1/3% of the payor’s net annual income minus 25% of the payee’s net annual income. The amount calculated as maintenance, however, when added to the net income of the payee, shall not result in the payee receiving an amount that is in excess of 40% of the combined net income of the parties.

NON-GUIDELINE MAINTENANCE

Any non-guidelines award of maintenance shall be made after the court’s consideration of all relevant factors set forth in 1-14 .

Court Findings

In each case involving the issue of maintenance, the court shall make specific findings of fact, as follows:

1. The court shall state its reasoning for awarding or not awarding maintenance and shall include references to each relevant factor set forth.
2. If the court deviates from applicable guidelines above, it shall state in its findings the amount of maintenance (if determinable) or duration that would have been required under the guidelines and the

reasoning for the variance from the guidelines and the court shall state whether the maintenance is fixed-term, indefinite, reviewable, or reserved by the court.

3. The court shall state whether the maintenance is fixed-term, indefinite, reviewable, or reserved by the court.

FIXED-TERM MAINTENANCE

If a court grants maintenance for a fixed-term, the court shall designate the termination of the period during which this maintenance is to be paid. Maintenance is barred after the end of the period during which fixed-term maintenance is to be paid.

INDEFINITE MAINTENANCE

If a court grants maintenance for an indefinite term, the court shall not designate a termination date. Indefinite maintenance shall continue until modification or termination under Section 510.

REVIEWABLE MAINTENANCE

If a court grants maintenance for a specific term with a review, the court shall designate the period of the specific term and state that the maintenance is reviewable. Upon review, of any previously ordered maintenance award, the court may extend maintenance for further review, extend maintenance for a fixed non-modifiable term, extend maintenance for an indefinite term, or permanently terminate maintenance in accordance with the statute.

Additionally, in the discretion of the court, any term of temporary maintenance paid by court order under Section 501 may be a corresponding credit to the duration of maintenance set forth above.

If the court finds that a maintenance award is appropriate, the court shall order guideline maintenance in accordance with the statute or non-guideline maintenance award in accordance with the statute. A maintenance award not in accordance with guidelines, shall be made after the court's consideration of all relevant factors as set forth above.

DURATION OF AN AWARD

The duration of an award shall be calculated by multiplying the length of the marriage at the time the action was commenced by whichever of the following factors applies:

LENGTH OF MARRIAGE	LENGTH OF MAINTENANCE
5 years or less	Length x (.20)
More than 5 but less than 6	Length x (.24)
6 or more but less than 7	Length x (.28)
7 or more but less than 8	Length x (.32)
8 or more but less than 9	Length x (.36)
9 or more but less than 10	Length x (.40)
10 or more but less than 11	Length x (.44)
11 or more but less than 12	Length x (.48)
12 or more but less than 13	Length x (.52)
13 or more but less than 14	Length x (.56)
14 or more but less than 15	Length x (.60)
15 or more but less than 16	Length x (.64)
16 or more but less than 17	Length x (.68)
17 or more but less than 18	Length x (.72)
18 or more but less than 19	Length x (.76)
19 or more but less than 20	Length x (.80)

MODIFICATION OF DIVORCE AGREEMENT

A divorce decree can be modified if the financial or living conditions of one of the parties has significantly changed. The most common reasons for seeking post-divorce modifications are related to the loss of employment, requests for changes in allocation of parenting time, child support, allocation agreements, and changed living conditions of one of the parents, which includes remarriage or cohabitation.

For any order for maintenance or unallocated maintenance and child support entered before January 1, 2019 that is modified after December 31, 2018, payments thereunder shall continue to retain the same tax treatment for federal income tax purposes unless both parties expressly agree otherwise and the agreement is included in the modification order.

When modifying a divorce agreement, the Law Office of Ronald L. Hendrix, P.C. works closely with our clients to insure that a fair and equitable settlement is reached.

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