2026 IL App (3d) 250249

Opinion filed June 30, 2026

IN THE

APPELLATE COURT OF ILLINOIS

THIRD DISTRICT

2026

In re MARRIAGE OF	)	Appeal from the Circuit Court
	)	of the 13th Judicial Circuit,
CRAIG J. VANDUYNE,	)	Grundy County, Illinois,
	)	
Petitioner-Appellee,	)	
	)	Appeal No. 3-25-0249
and	)	Circuit No. 20-D-171
	)	
MEAGAN K. VANDUYNE,	)	Honorable
	)	Scott M. Belt,
Respondent-Appellant.	)	Judge, Presiding.

JUSTICE BRENNAN delivered the judgment of the court, with opinion.
Justices Anderson and Bertani concurred in the judgment and opinion.

OPINION

¶ 1 The trial court entered a judgment of dissolution between petitioner, Craig J. VanDuyne, and respondent, Meagan K. VanDuyne. The judgment incorporated the parties' marital settlement agreement, which applied the terms of a prenuptial agreement directing that Craig be awarded what otherwise would have been the entire marital estate (excluding comparatively *de minimis* assets). The judgment reserved several issues, including (1) child support for the parties' four children and (2) a payment schedule for $20,157 in attorney fees owed by Meagan to Craig for

unsuccessfully contesting the validity of the prenuptial agreement. Following a hearing on the reserved issues and a motion to reconsider, the trial court ultimately declined to specify a guideline monthly child support amount and instead entered an $800 monthly child support award, which would be offset by $500 monthly in attorney fees until Meagan's debt to Craig was satisfied.

¶ 2 Meagan appeals, arguing that the guideline amount was at least $1,191 not $800, that an upward deviation from the guideline amount was warranted, and that a trial court may not order an offset against child support to satisfy a personal debt between the parties. For the reasons that follow, we agree with Meagan. Given the great disparity in financial resources between the parties, and mindful that a child's right to support while in the care of the receiving parent may not be adversely affected by a prenuptial agreement, we determine that the guideline amount, calculated by inputting each parent's net income and parenting time (but not other financial resources) does not adequately approximate the standard of living the children would have experienced had the marriage remained intact. An upward deviation from the guideline amount is necessary to serve the best interests of the children and satisfy the purposes of the child support statute. We reverse and remand to the trial court.

¶ 3 I. BACKGROUND

¶ 4 In 2007, Meagan and Craig married. Four children followed, born in 2007, 2009, 2011, and 2015. Craig worked outside the home in the utility industry, for Constellation Energy Generation (Constellation). He earned more than $150,000 in gross annual income at the time of the 2024 hearing on the reserved issues, including approximately $148,000 from Constellation, plus investment income from a limited liability company, C.J. VanDuyne Construction, of which he was the sole owner. Initially, Meagan stayed home with the children. Later, she went back to school and incurred student loans, which, together with student loans incurred prior to the

marriage, at one point totaled as much as $190,000. Meagan completed her degree in 2014 and obtained a job as a teacher. Her gross annual earnings exceeded $50,000 at the time of the 2024 hearing on the reserved issues.

¶ 5 A. Petition for Dissolution and Initial Pleadings

¶ 6 On December 28, 2020, Craig petitioned for divorce. In paragraph 13 of his petition, Craig argued that issues concerning maintenance and property distribution were governed by a prenuptial agreement:

> "13. On February 22, 2007, CRAIG and MEAGAN entered into a valid and binding Premarital Agreement concerning the disposition of their assets in the event of a dissolution of marriage. Said Premarital Agreement also contained a waiver from both parties to each of their rights to seek and receive maintenance from the other. A copy of the Premarital Agreement executed by the parties is attached hereto and incorporated herein as Exhibit 'A.' "

¶ 7 The attached prenuptial agreement, dated February 22, 2007, and drafted by the same counsel who filed the 2020 dissolution petition, provided in relevant part:

> "[II.]A. Real and Personal Property. Any property, real or personal, purchased or otherwise obtained, at any time prior to or after the marriage of the parties, by one of the parties, with title being held in the name of only one of the parties, or any corporation, partnership or other entity being owned by one of the parties, shall remain that part[y]'s sole and separate property. ***.
>
> [II.]B. Debts of Parties. Each of the parties hereto shall be solely liable for any debt he or she incurred prior to the marriage or which he or she incurs after the parties are married, in his or her own name shall remain that part[y]'s sole debt and the other party

shall not be required to pay for or contribute to said debt in any way or for any reason, including but not limited to the divorce of the parties.

[II.]C. Income, Interests, Profits, and Proceeds. Any income, interest, profits or proceeds earned by either party, prior to or during his or her marriage, shall remain that part[y]'s sole and separate income *** and any *** property purchased or obtained with said income *** shall remain that part[y]'s sole and separate asset ***.

[II.]D. Improvements and Appreciation. Any and all improvements to and appreciation thereof, from whatever source, directly or indirectly, shall be the sole and separate property of the party who[se] name that property is held in, and the party who[se] name is not on the title to that property hereby disclaims and waives any and all right, title, and interest, or claim of right, title, and interest, therein arising by operation of the marriage of any law or statute governing the dissolution thereof. Said property, is agreed by the parties, to be nonmarital property and shall retain such character.

* * *

[II.]H. Maintenance. *** In the event the marriage should be dissolved[,] *** each party waives the right to claim *** maintenance.

* * *

[II.] L. Other Agreements.

1. Each party to this Agreement shall pay his or her own attorneys' fees[.]

2. In the event either party, in any way, challenges or seeks to set aside any portion of this Agreement then said challenging party shall be solely responsible for the attorneys' fees and costs of the other party who is seeking to uphold and enforce this Agreement or any provision thereof."

¶ 8 On January 25, 2021, Meagan, through counsel, answered the dissolution petition. As to paragraph 13, she answered: "[Meagan] admits the allegations of paragraph 13 of the Petition but further states that certain provisions of the Pre[nuptial] Agreement should not be legally enforced."

¶ 9 Also on January 25, 2021, Meagan petitioned for interim attorney fees. Meagan acknowledged that the prenuptial agreement provided that each party would pay his or her own fees. However, Meagan urged that it would be unconscionable to enforce that provision at this juncture, as she had limited income and assets from which to pay fees, and "an award of interim attorney fees is necessary for Respondent to participate in the litigation of the issues concerning the minor children."

¶ 10 On January 26, 2021, the case was transferred to Judge Scott Belt in answer to Craig's motion for substitution of judge as of right. The trial court, Judge Belt, ultimately granted Meagan $2,500 in interim attorney fees over the course of the proceedings.

¶ 11 On March 10, 2021, the trial court approved the parties' temporary, agreed child support order. In it, the parties agreed that Craig would pay Meagan $1,000 in monthly child support and parenting time as to the four children would be split equally.

¶ 12 B. Craig's Motion for Declaratory Judgment

¶ 13 On October 21, 2021, Craig, through new counsel, moved for declaratory judgment. See 735 ILCS 5/2-701 (West 2020). In his motion, he argued that the parties' 2007 prenuptial agreement controlled many aspects of the underlying dissolution petition and sought a declaration that the prenuptial agreement was valid and enforceable, as well as a declaration of the rights and responsibilities of the parties pursuant to the prenuptial agreement.

¶ 14 On January 3, 2022, Meagan, through new counsel, answered Craig's motion for declaratory judgment, in which she denied that the prenuptial agreement was valid and enforceable.

¶ 15 On February 24, 2022, Craig moved to amend his motion for declaratory judgment. He sought to correct what he characterized as a scrivener's error in that he inadvertently failed to attach the signature page of his then-attorney from the attached prenuptial agreement. Craig urged that, to the extent that Meagan relied upon the omission in denying the validity of the prenuptial agreement, she should not be permitted to do so where she previously admitted that the parties entered into a valid and enforceable prenuptial agreement. Craig noted that, on December 28, 2020, he had alleged in paragraph 13 of his petition for dissolution that the parties had entered into a valid and enforceable prenuptial agreement and, on January 25, 2021, Meagan had answered that she "admits the allegations of paragraph 13 of the Petition but further states that certain provisions of the Pre[nuptial] Agreement should not be legally enforced."

¶ 16 On January 18, 2023, following a series of related pleadings by both parties, the trial court granted Craig's petition for declaratory judgment. It found that Meagan made a judicial admission to paragraph 13 of Craig's petition that withdrew from question "all issues as to the authenticity, validity[,] and enforceability of the pre[nuptial] agreement." It had elsewhere noted that Meagan had signed her answer and verification to paragraph 13 in the presence of her then attorney. It concluded that "[t]he rights of the parties shall be as set forth in the premarital agreement," but it did not declare those rights as Craig had requested in his October 21, 2021, petition for declaratory judgment.

¶ 17 C. Judgment of Dissolution

¶ 18 On April 19, 2024, the trial court entered a judgment of dissolution, which incorporated the parties' marital settlement agreement. As to maintenance, it provided that each party waived the right to claim maintenance from the other, consistent with section II.H. of the prenuptial agreement. As to real estate, it awarded Craig the marital residence as well as more than 10 parcels of income-generating real estate. The investment properties were held by Craig's company, "CJ VanDuyne Construction." It awarded Meagan a home in Morris that she purchased after Craig initiated the divorce proceedings. The settlement agreement provided that the real estate distributions were consistent with article II, paragraphs A and D of the prenuptial agreement. As to debt, it provided: "Except as otherwise provided herein, each Party shall be responsible for the payment of their own credit card debts and any other debts incurred by them, pursuant to Article II, [paragraph] B of the Prenuptial Agreement." The judgment ordered that Meagan pay Craig $20,157 toward attorney fees incurred in defending against Meagan's challenge to the validity of the prenuptial agreement pursuant to article II, paragraph L of the prenuptial agreement.

¶ 19 The judgment set forth an equal parenting time schedule for the two youngest children. The judgment set forth a flexible schedule for the two eldest children, with Meagan having the eldest children every other weekend and "any agreed upon weekday" that the eldest children "choose to attend."

¶ 20 Finally, the judgment reserved three issues: (1) child support, (2) a payment schedule for the $20,157 attorney fee award, and (3) reimbursement of the $2,500 interim fee award. As to child support, it provided:

> "The issue of child support is not agreed and [is] reserved for future hearing. This shall not impact continued compliance with the temporary Order. *** Based upon the parties' year-end 2023 pay stubs, Meagan earned a gross income of $55,632 and Craig

earned a gross income of $148,531 *not including any potential business income or loss*." (Emphasis added.)

¶ 21 As to the $20,157 in attorney fees associated with Meagan's challenge to the validity of the prenuptial agreement, it provided:

> "How quickly said funds shall be repaid is reserved for future hearing. Whether or not until payment in full of such amount and all statutory interest, CRAIG shall not be required to pay MEAGAN the child support as provided for herein, and the same shall be a credit monthly as principal and interest payment based upon a standard amortization schedule is reserved for future hearing."

¶ 22 As to interim fees, it provided: "Whether Meagan shall reimburse Craig $2,500 for interim fees previously paid is reserved and set for hearing with other matters."

¶ 23 D. Hearing on Reserved Issues

¶ 24 On June 17, 2024, and September 23, 2024, the trial court conducted a hearing on the reserved issues.

¶ 25 1. Craig's Testimony and Evidence

¶ 26 On the issue of child support, Craig submitted an exhibit setting forth a child support guideline calculation of $675 per month. The exhibit was based on his evidence of parenting time and income. Craig testified to a 55.9/44.1 split in his favor in parenting time averaged amongst the four children. Craig explained that the March 10, 2021, temporary child support award of $1,000 had been premised on an equal allocation of parenting time. However, in the last 13 months, the older two children spent only every other weekend with Meagan. He later testified that the second oldest child was with Meagan "a little bit more" than every other weekend. Craig submitted that he earned $12,386 in gross monthly wages ($148,632 annually). This was consistent with the

amount set forth in the marital settlement agreement. In addition, he earned approximately $417 in monthly rental income. Craig also had an ownership interest in a new storage unit complex, which was operating at a $3,000 monthly loss. He was willing to "ignore that loss for now because [he was] hopeful that [the loss would] level out and then in future years *** make some profit." Craig set forth that Meagan's gross income was $4,636 monthly ($55,632 annually), representing the amount Meagan was anticipated to earn from the 2023-24 school year. This was also consistent with the amount set forth in the marital settlement agreement.

¶ 27 During cross-examination, Craig testified in further detail regarding some of the investment real estate that had been awarded to him in the judgment of dissolution. These properties included (1) 510 S. Route 129, Braceville (in LLC Series) (one residential unit), (2) 510 S. Route 129, Braceville, Lots 1-3 (in LLC Series) (three residential units), (3) First Street Empty Lots, Coal City (in LLC Series), (4) 410 E. Second Street, Coal City (in LLC Series) (single lot), (5) 450-470 Mesa Drive, Godley (in LLC Series) (four residential units), (6) 170-190 N. Fourth Avenue, Coal City (in LLC Series) (three residential units), (7) 560 E. Division St., Coal City (in LLC Series), (8) 315 N. Washington, Wilmington (in LLC Series), and (9) 459 IL-53, Godley (in LLC Series).

¶ 28 Craig testified that all of his residential rental properties were occupied ("Q. And they're all currently rented, correct? A. Correct."). Craig could not say whether he grossed more than $10,000 annually from all of his residential units ("I would have to investigate that.") He could attest that, after paying all expenses associated with the properties, such as the mortgage, real estate taxes, insurance, and utilities for unoccupied units (when applicable), his total profit was not more than $417 per month. Meagan asked whether Craig had purchased all of the aforementioned real estate during the marriage. Craig objected on the ground of relevance, noting that the allocation of

property had already been resolved. Meagan argued that her question was relevant to show that Craig's income during the marriage and at present was "substantial" such that he was able to purchase numerous real properties while still supporting the household. This went to his ability to pay child support. The trial court agreed with Meagan and directed Craig to answer for that limited purpose. Craig testified that all of the real property had been purchased during the marriage. There was no testimony regarding the value of or equity in any of the aforementioned properties, nor was that information in Craig's financial affidavit.

¶ 29 As to Craig's other financial obligations and resources, he set forth in his financial affidavit that his total monthly expenses were $8,331 (including $1,959 for personal expenses that included $500 on vacations, $489 in professional fees, and $413 on personal entertainment; $255 on clothing, the gym, and grooming; $97 in donations; $84 in insurance; $53 in out-of-pocket medical expenses not including the children's medical expenses; $1,928 in additional children's expenses (including $700 in extracurricular activities, $300 in summer camps and vacations, $300 in school lunches, $218 in school-related expenses, $195 medical, and $100 in entertainment); a $1,572 mortgage payment; $934 in utilities such as gas, electric, telephone, cable, and water and sewer; $800 for groceries; $449 for transportation; $325 for a housecleaning service; $200 for home repairs; $100 toward a flex spending contribution; and $48 for pet expenses). In addition, Craig paid $1,000 in temporary monthly child support and $1,263 in health insurance for the children. Craig did not indicate whether the insurance policy was private or whether it was provided by his employer.

¶ 30 Assets owned by Craig included the former marital residence in Diamond, now his primary residence (no value disclosed); his business "CJ VanDuyne Construction," of which he was a 100% owner (no value disclosed); a 2020 Tesla Model 3 (no value disclosed); a 2013 Ford F150

(owned by his company, no value disclosed) and a 2011 Chevy Volt (no value disclosed); a $250,000 life insurance policy with a $0 cash value; E*Trade Roth IRA (no value disclosed); E*Trade Rollover IRA (no value disclosed); E*Trade 401k ($127,000); Exelon pension ($72,344); an Old National checking account ($36,250); and, again, all of the aforementioned investment real estate (no value disclosed). Debts owed by Craig included $13,700 in attorney fees and $2,689 in credit card debt.

¶ 31 On the issue of the $20,157 in attorney fees related to Meagan's challenge to the validity of prenuptial agreement, Craig testified that he was "requesting that a payment plan be structured and put in place by the judge." On the issue of the $2,500 interim fee, Craig sought reimbursement because the prenuptial agreement required each party to pay his or her own attorney fees.

¶ 32 2. Meagan's Testimony and Evidence

¶ 33 On the issue of child support, Meagan set forth that the guideline amount was $1,129. Meagan quantified her parenting time as having three children 50% of the time and the parties' oldest daughter less often. (Meagan does not tell us where in the record her worksheet supporting the $1,129 amount may be found but, as she ultimately does not advocate for this amount, it will not affect our analysis.) Her testimony was consistent with this estimation, albeit more nuanced. She represented that their oldest daughter did, in fact, stay overnight on occasion. The oldest daughter spent more nights with Craig because his home was more convenient to her high school, where she participated in many extracurricular activities. Still, Meagan drove their daughter to her various activities three to four times per week. She also waited for their daughter to complete her activities at the school and then drove her to Craig's house. She took their daughter shopping for personal items approximately twice per month. Meagan testified that the parties' oldest son, who had a driver's license and access to a vehicle, chose to spend approximately 50% of his time in

Meagan's household. Meagan gave him money for gas and took him shopping, stating: "Whatever he needs, I try to give it to him."

¶ 34 Meagan did not disagree that Craig's gross monthly income from wages was $12,386 ($148,632 annually). However, she urged the court to impute at least $800, not $417, in monthly income from Craig's rental properties, noting that his testimony on the subject had been "[in]consistent." Meagan set forth her income for support purposes was $51,344, which was the amount reflected in her most recent employment contract with the school. Meagan disclosed, however, that her teaching position would end effective June 30, 2024. She accepted a new position as a direct sales manager at an insurance company called Global Life. Meagan would be a self-employed contractor and would receive a 1099 form. Her earnings would consist of a yet-to-be-determined salary, plus commission, which she would provide to Craig when available.

¶ 35 On September 23, 2024, Meagan testified regarding updated financial information. Meagan informed the trial court that she earned $1,450 monthly at her new job with Global Life. When Craig's counsel repeatedly asked Meagan whether she voluntarily left a much higher paying job, Meagan's counsel approached the bench and ultimately stipulated to an imputed gross annual income of $52,497, as reflected on Meagan's 2023 tax documents. Meagan accepted Temporary Assistance for Needy Families (TANF) and/or Supplemental Nutrition Assistance Program (SNAP) benefits in the amount of $900 per month.

¶ 36 Meagan testified to other financial circumstances, which she contended impacted both the children's need for child support while in her care and her ability to pay the $20,570 attorney fee award. Meagan purchased a residence in Morris for $270,000, with $264,000 remaining on the mortgage. In her financial affidavit, she set forth monthly expenses of $5,231 (including a $2,659 mortgage; $900 for groceries; $590 in utilities such as gas, electric, internet, water, and sewer;

$400 for personal loan payments; $360 for transportation; and $322 for personal expenses (including $250 for professional fees, $40 for donations, and $32 for a life insurance policy). She had a $100,000 life insurance policy with a cash value of $0. She had a pension with the teacher's retirement system valued between $20,000 and $28,000. Her checking account was overdrawn. Her minivan had a value of $6,300. She had no other assets.

¶ 37 Meagan was assigned all of the student loans in her name, including the loans taken out during the marriage and in furtherance of her teaching career. In her financial affidavit, Meagan represented that she had $190,000 in student loans. However, she testified that the current balance was closer to $120,000. That debt is in forbearance due to economic hardship. She owed $7,500 to one attorney and $12,000 to another. She is paying $250 per month to satisfy her debt to the second of them. In addition, she owes two of her uncles, who are attorneys, $11,000 for their help with the divorce and/or closing cost fees for her house, but neither of them are enforcing a strict repayment plan. She had $6,000 in credit card debt, and her credit card was currently "frozen." She has spoken to a lawyer about filing for bankruptcy.

¶ 38 3. Argument

¶ 39 In closing, Craig argued that a reduction in the $1,000 temporary award was warranted because it had been based on an outdated equal parenting time schedule for all four children. He argued against the consideration of Meagan's lower income, noting that Meagan voluntarily left her teaching position. He continued that the trial court should "stay" child support until Meagan's $20,157 debt to Craig was satisfied: "If there's going to be an exchange of money between the parties, I think it's completely reasonable that all or at least some portion of that child support payment be kept" by Craig as a credit against Meagan's $20,157 debt to him.

¶ 40 In response, Meagan agreed with Craig that the trial court should impute an income to her consistent with her teacher's salary in determining the guideline amount of child support. She then asked the court to deviate upward from the guideline amount, noting that, due to the prenuptial agreement, Craig was awarded "what would have been known as the marital estate 100 percent in its entirety." Meagan argued that Craig's income and access to assets enabled him to pay support "to allow his children to be comfortable at both households and right now that's not the case." She noted that her ability to support the children while they were in her care was "paramount under the statute *** before any fees or reimbursements" to Craig. Therefore, she did not agree with Craig's proposal to order an offset against child support to satisfy the $20,157 attorney fee award. She urged the court to acknowledge the reality that she had extremely limited funds as she tried to "make a go" of a new career. She simply did not have the ability to make payments toward the $20,157 fee. She asked that repayment of the $20,157 debt be deferred, understanding that the judgment is not dischargeable in bankruptcy and interest will accrue.

¶ 41 E. Ruling on the Reserved Issues

¶ 42 1. December 2, 2024: $2,169 Award Offset by $500

¶ 43 On December 2, 2024, the trial court entered a written order. The trial court first addressed child support, awarding Meagan $2,169 per month. The court declined to specify whether this was an upward deviation from the $675 and $1,129 guideline amounts set forth by Craig and Meagan, respectively. The court considered parenting time and income in rendering its award. The youngest children were on an equal parenting time schedule, whereas the eldest children had a "liberal" schedule. The court, "having already found that this [schedule] serves the bests interests of the children, decline[d] to quantify the amount of [time] that the two older children spend with each parent." The court determined that Craig's gross annual income was $148,531, as set forth in the

judgment of dissolution. It declined to include any additional rental income "considering Craig's testimony that his real estate rental venture operates at a net loss." The court imputed gross annual income to Meagan in the amount of $55,632 as set forth in the judgment of dissolution. The $2,169 monthly child support award was retroactive to the date of the judgment of dissolution, April 19, 2024. This created an arrearage of approximately $9,000, as computed by subtracting the $1,000 temporary monthly child support award from the instant $2,169 monthly child support award and multiplying that amount by just under eight months. (The trial court did not compute the exact arrearage.) The court ordered that Craig would not pay Meagan the $9,000 arrearage. Instead, the $9,000 arrearage would serve as an offset to reduce Meagan's $20,157 attorney fee debt to Craig by that same amount.

¶ 44 The trial court next addressed the remaining $11,157 in attorney fee debt. It ordered that repayment of the funds would be accomplished through a $500 monthly offset against the $2,169 child support payment. It explained that an offset was appropriate "[b]ased on the disproportionate amount of income of the parties, and the fact that [Meagan] has begun new employment." The court ordered that the outstanding principal "shall accrue interest at the statutory rate."

¶ 45 Finally, the trial court addressed the $2,500 interim fee, found it appropriate, and declined to order Meagan to reimburse Craig.

¶ 46 2. March 6, 2025: $800 Award Offset by $500

¶ 47 On December 16, 2024, Craig moved to reconsider, arguing that the trial court's December 2, 2024, order had "incorrectly applied the stipulations, testimony, and evidence given at trial as it relates to child support. *** Specifically, [the $2,169 monthly award] cannot be replicated with any income and overnight figures given [as] evidence." Craig again requested that the trial court award $675 in monthly child support.

¶ 48 On February 3, 2025, Meagan responded to Craig's motion to reconsider. She agreed with Craig that neither party offered evidence to support a guideline award of $2,169 per month. Meagan resubmitted her calculations for a guideline amount consistent with the trial court's December 2, 2024, factual determinations regarding the parties' income, except that she included $250 in monthly income from Craig's rental properties, instead of $0 as determined by the trial court. She also assumed a 50.1/49.9 split in Craig's favor in parenting time, consistent with the trial court's decision to "decline to quantify the amount of [time] that the two older children spend with each parent" because a "liberal" parenting schedule served their best interests. She concluded that the guideline monthly child support amount was $1,191, but she argued that an upward deviation was warranted.

¶ 49 The trial court heard argument on the motion to reconsider. As recounted in a bystander's report, no evidence was presented. The parties argued consistent with their motions and argument at the June 17, 2024, and September 23, 2024, hearings. Meagan acknowledged that the December 2, 2024, award of $2,169 per month would be an upward deviation from the guideline amount. She contended, however, that the upward deviation was warranted in that it was necessary to support the children. Craig disagreed that there had been any showing to support an upward deviation. The court took the matter under advisement and entered rulings on March 6, 2025, April 11, 2025, and May 7, 2025.

¶ 50 On March 6, 2025, the trial court granted Craig's motion to reconsider child support. The court awarded $800 in monthly child support, retroactive to April 19, 2024. It again declined to specify whether this was a deviation from the $675 and $1,191 guideline amounts set forth by the parties. It ordered that the parties were to "confer as to applying credit for overpayment of past child support," as the court's award of $800 per month was less than the $1,000 per month Craig

had been paying between April 19, 2024, and December 2, 2024, and less than the $2,169 he had been ordered to pay on December 2, 2024.

¶ 51 On April 11, 2025, the trial court clarified that its initial, December 2, 2024, order to offset the child support award by $500 remained in place. As Craig's child support obligation was $800 per month, Craig was now required to pay Meagan $300 per month to satisfy his child support obligation. The court determined that, to date, Craig had overpaid child support in the amount of $2,200. The court entered a $23,520 judgment against Meagan, representing Craig's $2,200 overpayment plus Meagan's remaining debt to Craig for $20,157 in attorney fees, plus interest.

¶ 52 On May 7, 2025, the trial court entered a form order for Craig to pay $300 in monthly child support. The court did not complete those portions of the form addressing income and overnight findings.

¶ 53 II. ANALYSIS

¶ 54 Meagan raises various challenges to the trial court's $800 monthly child support award and its decision to offset those monthly payments by $500 per month until her $23,520 judgment to Craig is satisfied. For the reasons that follow, we agree with Meagan that the trial court's decision to offset a child support award to satisfy a personal debt between the parties is against public policy. Moreover, the trial court abused its discretion when it declined to grant an upward deviation from the guideline amount where, due to the prenuptial agreement and resulting property distribution, Craig was awarded what otherwise would have been the entire marital estate (setting aside comparatively *de minimis* assets). The children's right to support while in the care of the parent receiving the child support payments may not be adversely affected by a prenuptial agreement. Under these facts, the guideline amount, calculated by inputting each parent's net

income and parenting time, does not adequately approximate the standard of living the children would have experienced had the marriage remained intact.

¶ 55 "The duty of support owed to a child includes the obligation to provide for the reasonable and necessary physical, mental and emotional health needs of the child." 750 ILCS 5/505(a) (West 2024). Child support guidelines serve the purpose of establishing adequate standards of support, ensuring consistent treatment of parents in similar circumstances, improving efficiency by promoting settlements, accounting for the child's needs and physical care arrangements, and aiming to allocate the support of the children as if the parents and children were living in an intact household. *Id.* § 505(a)(1). "Although a monetary obligation is computed for each parent as child support, the receiving parent's share is not payable to the other parent and is presumed to be spent directly on the child." *Id.* § 505(a)(1.5). Further,

> "The court shall determine child support in each case by applying the child support guidelines unless the court makes a finding that application of the guidelines would be inappropriate, after considering the best interests of the child and evidence which shows relevant factors including, but not limited to, one or more of the following:
>
> (A) the financial resources and needs of the child;
>
> *(B) the financial resources and needs of the parents;*
>
> *(C) the standard of living the child would have enjoyed had the marriage or civil union not been dissolved*; and
>
> (D) the physical and emotional condition of the child and his or her educational needs." (Emphasis added.) *Id.* § 505(a)(2).

There is a rebuttable presumption that the application of the child support guidelines results in the correct amount of child support. *Id.* § 505(a)(3.3). However,

"The court may deviate from the child support guidelines if the application would be inequitable, unjust, or inappropriate. Any deviation from the guidelines shall be accompanied by written findings by the court specifying the reasons for the deviation and the presumed amount under the child support guidelines without a deviation. These reasons may include:

(A) extraordinary medical expenditures necessary to preserve the life or health of a party or a child of either or both of the parties;

(B) additional expenses incurred for a child subject to the child support order who has special medical, physical, or developmental needs; and

(C) any other factor the court determines should be applied upon a finding that the application of the child support guidelines would be inappropriate, after considering the best interest of the child." (Emphasis added.) *Id.* § 505(a)(3.4).

¶ 56 In determining matters of child support, the court is obligated to protect the best interest of the children. *Blisset v. Blisset*, 123 Ill. 2d 161, 167 (1988). Generally, the trial court's decisions concerning child support are reviewed for an abuse of discretion. *In re Marriage of Nelson*, 297 Ill. App. 3d 651, 655 (1998). A court abuses its discretion if no reasonable person would take the view adopted by the court. *In re Marriage of Davis*, 215 Ill. App. 3d 763, 774 (1991). To the extent the trial court made factual determinations, we defer to those unless they are against the manifest weight of the evidence. See *In re Marriage of Yabush*, 2021 IL App (1st) 201136, ¶ 28. A decision is against the manifest weight of the evidence if the opposite conclusion is clearly apparent. *Id.*

¶ 57 A. An Offset Against Child Support Is Not Permitted

¶ 58 Illinois case law has established that offsets against child support to satisfy a personal debt are not permitted, and this case is no exception. "As it is the parent's basic responsibility to provide

for the support of his or her children [citation], public policy dictates that amounts payable as child support take precedence over and are not subject to any personal obligation between the parents." *Schmitt v. Woods*, 73 Ill. App. 3d 498, 500 (1979) (concerning child support arrearages); *cf. In re Marriage of Dragoi-Zulicic*, 2021 IL App (1st) 191732, ¶ 28 (public policy barring offsets to child support payments did not apply to bar offsets against spousal maintenance payments which were placed on equal footing with other financial obligations between the parties) "Considering the vested rights of these [child] support payments and the paramount importance of protecting the rights of children upon the divorce of their parents, these payments are exempt from any setoff resulting from a personal debt of one of the parties." *Schmitt*, 73 Ill. App. 3d at 500.

¶ 59 The public policy against offsets is consistent with the plain language of the child support statute, which provides that the receiving parent's share of child support "is presumed to be spent directly on the child." 750 ILCS 5/505(a)(1.5) (West 2024). That presumption is rebutted when the court orders an offset against the receiving parent's share of child support to satisfy a personal judgment against her. The offset takes away the very same resources that the court just determined were in the children's best interest.

¶ 60 We reject Craig's argument that we should affirm an offset against child support because the parties generally agreed to apply an offset against child support. Craig argues in his appellate brief: "In the parties' [marital settlement agreement], *** [Meagan] agreed that Craig was not to pay child support but that she would be credited the amounts he would have paid against the debt she owed for attorney's fees and interest." Craig's argument is both factually and legally incorrect.

¶ 61 Factually, Craig cites to language in the April 19, 2024, judgment of dissolution and marital settlement agreement providing that:

> "[Meagan shall] contribute the sum of $20,157.39 towards CRAIG's fees for the contesting of the validity of the prenuptial agreement, pursuant to Article II, L, 1 & 2 of the Prenuptial Agreement. How quickly said funds shall be repaid is reserved for future hearing. *Whether or not* until payment in full of such amount and all statutory interest, *CRAIG shall not be required to pay* MEAGAN the child support as provided for herein, and the same shall be a credit monthly as principal and interest payment based upon a standard amortization schedule *is reserved for future hearing*." (Emphases added.)

This provision shows that the parties *agreed to reserve the issue* of whether to employ an offset against child support. This provision does not show that the parties *agreed to employ* an offset. Moreover, at the hearing on the reserved issues, Craig's argument rang with implicit recognition that the parties had not agreed, nor had the court yet approved, the application of an offset. Instead, Craig urged that the application of an offset was "completely reasonable" given that there was "going to be an exchange of money between the parties." Meagan responded that her ability to support the children while they were in her care was "paramount under the statute *** before any fees or reimbursements" to Craig. Craig did not reply that the parties had already agreed to offset child support to be applied to the payment of Meagan's debt.

¶ 62 Moreover, Craig's argument fails to appreciate that the trial court must approve any agreement between the parties concerning child support and that the court's approval be grounded in its independent determination that the parties' agreement is in the children's best interests. *Blisset*, 123 Ill. 2d at 168. It is not enough, as Craig suggests, that the trial court find that an agreement concerning child support is "not unconscionable." See *id.* at 167. The parents may not "circumvent judicial protection of the children's interests." *Id.* at 168. Rather, the parents must

petition the court and affirmatively establish that the agreement is in the best interests of the children. *Id.*

¶ 63 Here, Craig cites no authority for his position that allowing an offset against child support to satisfy a personal debt can be in a child's best interest. He appears to have retreated from his initial position that offsets against child support are "completely reasonable." Instead, his revised position is, "while offsets against child support are not favored," the court may exercise its discretion to allow an offset against child support "depending on the circumstances." The cases upon which he relies, however, are distinguishable in that they do not involve an offset against a child support award to satisfy a debt between the parties. See, *e.g.*, *Department of Public Aid ex rel. McNichols*, 243 Ill. App. 3d 119, 123 (1993) (the trial court had discretion to allow a setoff for social security benefits applied for by the obligor parent *and received by the child* against the obligor parent's arrearage in vested child support payments); *In re Marriage of Metz*, 233 Ill. App. 3d 50, 57-58 (1992) (the child support arrearage owed by one parent would be offset by the child support owed to the other parent).

¶ 64 Accordingly, on remand, the trial court is to determine the amount, if any, that Meagan is able to pay toward the $20,157 judgment, without ordering an offset from the child support award.

¶ 65 B. The Guideline Support Amount Is Inadequate

¶ 66 We next address Meagan's argument that the guideline amount was at least $1,191, not $800, and that, either way, an upward deviation was warranted. As with the December 2, 2024, $2,169 award, the trial court's March 6, 2025, $800 award did not correlate with either guideline amount urged by the parties, nor did the court specify its findings regarding income and parenting time or otherwise clarify whether it intended for the $800 award to be a guideline award. Craig urges us to accept that the trial court estimated that he performed a larger share of parenting time

averaged over the four children and then chose a rounded figure that was in between the two guideline amounts offered by the parties. We observe, however, that Meagan's $1,191 submission more closely coincides with the trial court's December 2, 2024, factual determinations concerning income and parenting time (except that Meagan assigned $250 per month to Craig for rental income, where the trial court found $0).

¶ 67 In any event, we determine that an upward deviation is warranted, even from a $1,191 guideline amount. A minor child has a right to support that is adequate to meet his or her needs while in the care of the receiving parent. See *In re Marriage of Hamilton*, 2019 IL App (5th) 170295, ¶ 115. Needs are to be determined with reference to the standard of living the child would have enjoyed had the marriage not dissolved. *Id.* ¶¶ 115, 118, 120 (the father's obligation to support the minor child included private school tuition and a remand was required to determine whether he also had an obligation to provide payment for equestrian activities). While it may not be possible to replicate the marital standard of living, courts should avoid creating a scenario where the child spends a substantial amount of time in a household that lacks the resources to care for the child "in a manner even minimally comparable to that of the wealthier parent." *In re Marriage of Turk*, 2014 IL 116730, ¶¶ 24-25 (involving an earlier version of the statute that distinguished between custodial and noncustodial parents). Such a difference in household resources "plainly" fails to serve the child's best interest and is in fact "detrimental" to the child's development and well-being. *Id.* ¶ 25. A child support award is not meant to be a windfall to the receiving parent. *In re Marriage of Hill*, 2015 IL App (2d) 140345, ¶ 30. Still, when a guideline award fails to alleviate a vast resource disparity experienced by the child when in the receiving parent's household, an upward deviation from the guideline amount is warranted. See, *e.g.*, *Turk*, 2014 IL 116730, ¶ 54 (Theis, J., specially concurring, joined by Thomas, J.) (clarifying that an order that a

custodial parent pay child support to a noncustodial parent constituted an upward deviation from the guidelines).

¶ 68 In this case, the prenuptial agreement and the resulting property distribution created an extreme wealth disparity between the parties. While the interpretation and enforceability of the prenuptial agreement is not before us, the issue of child support is. We have an independent duty to consider the best interests of the children (see *Blisset*, 123 Ill. 2d at 168), and we cannot help but be aware of the plain language of the Illinois Uniform Premarital Agreement Act, which instructs that the "right of a child to support may not be adversely affected by a premarital agreement" (750 ILCS 10/4(b) (West 2024)). Courts have extended this principle in declining to enforce prohibitions against fee-shifting contained within a premarital agreement when child support is in dispute. See *In re Marriage of Best*, 387 Ill. App. 3d 948, 954 (2009). We certainly apply it here when the child support statute itself directs us to consider wealth disparity when determining whether an upward deviation is warranted. See, *e.g.*, 750 ILCS 5/505(a)(2)(B) (West 2024) (the financial resources and needs of the parents may reveal that the guideline amount is inappropriate).

¶ 69 As Craig was awarded what would ordinarily be considered the entire marital estate, the children experience a standard of living while in his care that is essentially the same as they had experienced when the marriage was intact. Indeed, when the trial court initially ordered that Craig pay $2,169 in monthly support, Craig did not claim that he could not pay it but merely argued against the calculation. To review, Craig earned $148,632 in gross annual wages from his employer. In addition, he testified to $417 in monthly income from his residential real estate investments. This averages out to $40 in monthly profit for each parcel of residential real estate. This income is calculated after each mortgage payment, the terms of which Craig did not disclose.

Thus, while Craig may not net a significant income from the investment properties, he is building wealth and equity. Craig also retained ownership of the marital residence, though he did not disclose its value or the equity built therein over the course of the marriage. Craig was awarded over $235,000 in checking, pension, and retirement accounts. Craig was awarded three vehicles, including a Tesla. Craig testified that his monthly expenses were $8,331, with room in his budget for discretionary purchases such as $500 per month for vacation, $413 on personal entertainment, and $325 on a housecleaning service. We recognize that Craig sets forth monthly expenses for the children, such as extracurriculars, summer camps, and lunches, that appear to be in addition to child support. The court may consider these expenses on remand.

¶ 70 Meagan, in contrast, has an imputed gross annual income of $55,000. She was awarded her teacher's pension valued between $20,000 and $28,000 and a minivan valued at $6,300. She had numerous debts, including $264,000 remaining on a mortgage (with only $6,000 equity), over $100,000 in student loans, approximately $30,000 in attorney fees owed, an additional $20,000 in attorney fees owed to Craig, and $6,000 in credit card debt. Meagan's financial affidavit showed monthly expenses of $5,231, leaving a deficit even when imputing a $55,000 gross annual income. Further, even though Meagan has an imputed income of $55,000, our consideration of the children's best interests cannot allow us to ignore that Meagan is currently receiving government benefits (which cannot be included as a part of income (*id.* § 505(a)(3)(A)(i)). While in Meagan's care, the children experience a standard of living that is not even "minimally comparable" to the one they experience while living with Craig nor the one they would have experienced had the marriage remained intact. These circumstances warrant an upward deviation. See *Turk*, 2014 IL 116730, ¶¶ 24-25.

¶ 71 On remand, the trial court is to consider evidence of Craig's wealth. While the court appeared to accept Craig's position that the prenuptial agreement and resulting property distribution rendered the value of Craig's various properties irrelevant to the issue of child support, this is incorrect. The court must consider the lifestyle the children will experience while in Meagan's care with reference to the marital lifestyle. In balance, the court may also consider additional expenses that Craig pays for the children, all while prioritizing the best interests of the children.

¶ 72 III. CONCLUSION

¶ 73 The judgment of the circuit court of Grundy County is reversed, and the cause is remanded for proceedings consistent with this opinion.

¶ 74 Reversed and remanded.

***In re Marriage of VanDuyne*, 2026 IL App (3d) 250249**

Decision Under Review:	Appeal from the Circuit Court of Grundy County, No. 20-D-171; the Hon. Scott M. Belt, Judge, presiding.
Attorneys for Appellant:	Gina L. Colaluca, of Buchanan Law Group, of Chicago, for appellant.
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