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2026 IL App (3d) 260032-U

Order filed August 25, 2026

IN THE
APPELLATE COURT OF ILLINOIS
THIRD DISTRICT

2026

<i>In re</i> ESTATE OF SHARON R. SOMOLSKI,	)	Appeal from the Circuit Court
Deceased,	)	of the 13th Judicial Circuit,
	)	La Salle County, Illinois,
(John A. Somolski Jr.,	)	
	)	
Petitioner-Appellee,	)	Appeal No. 3-26-0032
	)	Circuit No. 25-PR-39
v.	)	
	)	
Renee G. Ferruggia,	)	Honorable
	)	Todd L. Martin,
Respondent-Appellant).	)	Judge, Presiding.

JUSTICE BRENNAN delivered the judgment of the court.
Justices Holdridge and Anderson concurred in the judgment.

ORDER

- ¶ 1 *Held:* The circuit court's modification and approval of the executor's first and final account and report was not against the manifest weight of the evidence.
- ¶ 2 Following the death of decedent, Sharon R. Somolski, her will was admitted to probate. Petitioner, John A. Somolski Jr., was appointed executor of decedent's estate and letters of office were issued to him. Thereafter, John filed a first and final account and report. Respondent, Renee

G. Ferruggia, filed an objection. Following a hearing, the La Salle County circuit court approved the final account, discharged John as executor, and closed the estate. Renee appeals, arguing the court erred in overruling her objection to the final account and report. We affirm.

¶ 3

I. BACKGROUND

¶ 4

Decedent died testate on November 25, 2020, and her will was filed with the circuit clerk approximately one month later. She was survived by her two children, John and Renee. On March 4, 2025, Renee filed a petition for independent administration, stating John failed to act as executor. John filed a petition to admit the will to probate. Following a hearing, the court granted John's petition and appointed him as executor, and letters of office were issued to him. Decedent's will provided the estate shall be distributed to John and Renee in equal shares.

¶ 5

On August 18, 2025, John filed a first and final account and report. John provided the estate consisted of two life insurance policies in the amount of \$19,878.82, which insured the life of Renee. The life insurance funds were distributed to Renee prior to the opening of the estate. John also noted decedent owned a 1953 Studebaker Commander, which was gifted to John during decedent's lifetime. John had the keys to the vehicle, and it was moved to his garage in 2020. At an earlier hearing, John stated the vehicle remained titled in his father's name, who predeceased decedent. John stated Renee had agreed to his ownership of the vehicle, but her position had since changed. He argued the fact that Renee already received the life insurance policies totaling \$19,878.82, and the vehicle was appraised at \$22,000, evinced said agreement and amounted to an equal distribution of the estate. John attached a copy of the appraisal to his filing. John requested that the court enter an order where he retained the vehicle, Renee retained the life insurance proceeds, and they each paid one half of the executor and attorney fees.

¶ 6 On September 2, 2025, Renee filed an objection to the first and final account and report, arguing: (1) she did not agree to receive the life insurance proceeds in exchange for John receiving the vehicle, (2) the vehicle was not gifted to John during decedent's lifetime, (3) a large amount of personal property was omitted and remained unaccounted for, (4) the executor fee was unreasonable, and (5) John failed to provide evidence that bank accounts were jointly held by himself and decedent. Renee asked the court to require John to provide additional accounting and deem the vehicle as an estate asset.

¶ 7 On December 19, 2025, the court held a hearing on Renee's objections. Renee's counsel had since withdrawn, and she appeared *pro se*. John testified that decedent purchased the life insurance policies to insure Renee's life. Decedent was the owner and beneficiary of the policies. When decedent died, Renee insisted that she receive the money associated with the policies. John reluctantly had the ownership of the policies changed from decedent to him as executor, and then to Renee. During arguments, Renee discussed the family's background and only raised arguments relating to the vehicle. John argued the final account and report spoke for itself, and no evidence was submitted to support the objections. The court found the evidence demonstrated Renee received the life insurance policies in exchange for John receiving the vehicle. The court approved the first and final account and report, which included a modification awarding Renee \$1,061 to account for her half of the difference between the vehicle's appraised value and the insurance policies (the appraised value of the vehicle (\$22,000), minus the amount of the insurance funds Renee already received (\$19,878), multiplied by Renee's 50% share of the estate). The court also modified the report to require the parties to each pay one half of the executor and attorney fees, discharged John as executor, and closed the estate. Renee appeals.

¶ 8

II. ANALYSIS

¶ 9 On appeal, Renee argues the court erred in approving the distribution of the estate’s assets. Specifically, she contends the law does not require distributions to be equal, the life insurance policies were not estate assets, the will did not provide a specific devise of the vehicle, and the vehicle was not gifted to John.

¶ 10 Section 24-1(a) of the Probate Act of 1975 (Probate Act) provides, in part, as follows:

“[E]very representative of a decedent’s estate shall prepare and present a verified account of his administration to the court which issued his letters. The account shall state the receipts and disbursements of the representative since his last accounting and all real and personal estate which is on hand and shall be accompanied by such evidence of the disbursements as the court may require.” 755 ILCS 5/24-1(a) (West 2024).

A circuit court’s order on an executor’s final account and report is reviewed under the manifest weight of the evidence standard. *Estate of Vail v. First of America Trust Co.*, 309 Ill. App. 3d 435, 438 (1999). A ruling is against the manifest weight of the evidence where it is unreasonable, arbitrary, and not based on the evidence, or where the opposite conclusion is clearly apparent. *In re Estate of Savio*, 388 Ill. App. 3d 242, 247 (2009). Under this standard, all reasonable presumptions are made in favor of the circuit court, and appellant bears the burden to affirmatively demonstrate the errors alleged. *Vail*, 309 Ill. App. 3d at 438.

¶ 11 We conclude the court’s order was not against the manifest weight of the evidence. First, the life insurance policies and the vehicle were estate assets. See *Horwitz v. Ritholz*, 125 Ill. App. 3d 193, 198 n.4 (1984) (“Generally, estate (or probate) assets are those which are solely owned by the testator.”). The evidence demonstrated the insurance policies were owned by decedent where she was the beneficiary in the event of Renee’s death. John testified, in order to obtain the funds

associated with the policies, he had to change the ownership from decedent to him as executor. While Renee claims that the insurance policies were not estate assets, she did not raise this argument before the circuit court, which results in forfeiture of the issue on appeal. See *In re Estate of Moore*, 189 Ill. App. 3d 920, 923 (1989) (explaining the issue taken with the final accounting was forfeited as it was not raised at the hearing before the circuit court). Forfeiture aside, Renee's argument nonetheless falls flat as she fails to point to any evidence in the record or cite any persuasive authority to support her position that the insurance policies were not estate assets based on the facts presented. As to the vehicle, John testified it was titled in his father's name, who predeceased decedent. John set forth evidence that decedent transferred him the vehicle as an *inter vivos* gift but also submitted to the court that Renee agreed that she would receive the funds from the insurance policies and he would receive the vehicle. Based on these facts, the court did not err in determining these were estate assets.

¶ 12 Second, the distribution of the estate's assets was proper. Decedent's will did not provide a specific devise for either the insurance policies or the vehicle. However, the will contained a residual clause providing equal shares to John and Renee. The insurance policies totaled \$19,878.82 whereas the vehicle was appraised for \$22,000. Since John received the higher valued asset, the court awarded Renee the difference for an equal distribution. While Renee observes that the Probate Act does not require the distributions to be equal, this argument ignores that decedent died testate and the assets at issue fell within the residual clause providing for the equal distribution. For these reasons, we conclude that the court's order was not against the manifest weight of the evidence.

¶ 13 III. CONCLUSION

¶ 14 The judgment of the circuit court of La Salle County is affirmed.

¶ 15 Affirmed.