2025 IL App (4th) 250210-U

NOTICE
This Order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

NO. 4-25-0210

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

FILED
August 29, 2025
Carla Bender
4th District Appellate
Court, IL

In re MARRIAGE OF	)	Appeal from the
JOHN FITZGERALD STALLWORTH,	)	Circuit Court of
Petitioner-Appellant,	)	Sangamon County
and	)	No. 23DN207
OSVALDINA HOLANDA DeSOUZA,	)	
Respondent-Appellee.	)	Honorable
	)	Tawnya L. Frioli,
	)	Judge Presiding.

JUSTICE STEIGMANN delivered the judgment of the court.
Justices DeArmond and Vancil concurred in the judgment.

ORDER

¶ 1 *Held:* The appellate court affirmed the trial court's judgment of dissolution of marriage.

¶ 2 In November 2021, petitioner, John Fitzgerald Stallworth, and respondent, Osvaldina Holanda DeSouza, were married in Sangamon County, Illinois. On July 18, 2023, Stallworth *pro se* filed a petition for dissolution of marriage under the Illinois Marriage and Dissolution of Marriage Act (750 ILCS 5/101 *et seq.* (West 2022)).

¶ 3 Over two days in October and December 2024, the trial court conducted a bench trial. Stallworth proceeded *pro se*, and DeSouza was represented by counsel. In February 2025, the court entered a judgment of dissolution, ordering, in part, Stallworth to pay DeSouza a one-time equalization payment, incorporating (1) equalization of the marital assets and debts, (2) a lump-sum maintenance payment, and (3) consideration for Stallworth's dissipation of their 2023 GMC Sierra pickup truck during the divorce proceedings and DeSouza's interest in Stallworth's

pension. In addition, the court ordered Stallworth to pay a portion of DeSouza's attorney fees, in addition to attorney fees he had already been ordered to pay.

¶ 4 Stallworth appeals, arguing the trial court erred by (1) finding dissipation of the 2023 GMC truck, (2) failing to properly apply the law governing marital debts, assets, and maintenance, and (3) awarding additional attorney fees. We disagree and affirm.

¶ 5 I. BACKGROUND

¶ 6 As an initial matter, Stallworth has failed to provide a transcript of proceedings, a bystander's report, or an agreed upon statement of facts. As such, we are left with little information about what occurred at any of the hearings or at the bench trial outside of the trial court's order, the docket, and other documentation in the record. Accordingly, we set forth what general background information we can ascertain from the record we do have.

¶ 7 A. Pretrial Proceedings

¶ 8 In November 2021, Stallworth and DeSouza were married in Sangamon County, Illinois. On July 18, 2023, Stallworth *pro se* filed a petition for dissolution of marriage. Stallworth alleged that the parties had been separated since May 27, 2023.

¶ 9 In September 2023, DeSouza *pro se* filed a petition for interim attorney fees, alleging that she lacked (1) transportation, (2) financial resources to retain counsel, and (3) employment due to her immigration status pending a work permit. She stated that her basic needs were being met by family members following domestic abuse by Stallworth. DeSouza submitted a financial affidavit stating she had zero income and monthly living expenses of $2,904.

¶ 10 Stallworth opposed the petition, contending in his response that DeSouza would not be substantially disadvantaged by proceeding *pro se* given his own intention to proceed without counsel. He disputed DeSouza's claims regarding her financial circumstances, asserting

that she had (1) failed to prove he had taken her funds, (2) declined his offer to use a vehicle, and (3) been employed since August 2022 despite lacking work authorization. Stallworth's financial affidavit disclosed a monthly gross income of $10,755 and monthly living expenses of $4,035. In support, Stallworth submitted to the court text message communications between the parties.

¶ 11 In October 2023, the trial court conducted a status hearing with a Portuguese interpreter for DeSouza's benefit. During this hearing, Stallworth disclosed that his PNC bank account had been closed and a new account opened. The court ordered Stallworth to produce statements for all active accounts and transaction histories for both the closed and new PNC accounts. DeSouza informed the court that she was residing with two adult nieces, who were providing her financial support.

¶ 12 In November 2023, the trial court conducted a hearing on the merits of the petition for interim attorney fees. Both parties appeared *pro se*. After reviewing the parties' financial affidavits and inquiring into the marital bank account that Stallworth had unilaterally closed, the court granted DeSouza's petition for interim attorney fees in the amount of $3,000. The court's docket entry reflects its consideration of "all relevant factors, the income disparity between the parties, and the language barrier present" when awarding the fees. The court admonished both parties of their obligation to disclose all financial accounts, both domestic and international, in which they held ownership interests.

¶ 13 Later in November 2023, attorney Ashley Davis entered her appearance as counsel for DeSouza. The following day, the trial court memorialized its interim attorney fee award in a written order, noting that it had received testimony and evidence before making its determination and directing Stallworth to make the attorney fees payment to Davis's law firm.

¶ 14 In December 2023, DeSouza filed her answer to the dissolution petition, seeking

(1) an equitable distribution of marital property, (2) maintenance, (3) attorney fees, and (4) an order requiring Stallworth to assume responsibility for the marital debts.

¶ 15 In the fall of 2024, the parties filed competing pretrial memoranda regarding the division of the marital estate and maintenance. In Stallworth's September 29, 2024, memorandum, he requested an award of his separate property, imputation of $2,000 monthly income to DeSouza for maintenance purposes, and 50% of the marital assets and debts totaling $37,530, resulting in an $18,765 equalization payment. He subsequently amended this request on October 2, 2024, seeking 50% of the revised marital assets and debts totaling $43,504, which amounted to $21,752. On October 4, 2024, Stallworth again filed a revised pretrial memorandum, stating, "Request Equalization of the marital asset/and 20% of debt of $5,789 per my equalization sheet."

¶ 16 DeSouza's October 4, 2024, pretrial memorandum alleged that the parties had separated in late May 2023 and that an order of protection petition was filed on June 1, 2023. The memorandum further noted that a plenary protection order was entered on June 29, 2023, and subsequently extended on December 28, 2023. DeSouza requested maintenance, arguing that Stallworth had been the breadwinner during the marriage due to her immigration status. She proposed a lump sum resolution of $18,209.10, comprising $8,644.50 for marital property equalization (including the 2023 GMC Sierra, which she claimed was dissipated) and $9,564.60 for maintenance.

¶ 17 B. The Trial

¶ 18 On October 18, 2024, the trial court conducted the first day of the two-day bench trial. Stallworth appeared *pro se*, and DeSouza was represented by Davis. On the first day, Stallworth called Alcibiades Hernandez to testify that a 2025 GMC Sierra was purchased with the intent of eventually shipping the vehicle to him in the Dominican Republic. (The court later made

a finding that the 2023 GMC Sierra purchased during the marriage was traded for the 2025 GMC Sierra). At the conclusion of the first day, the trial was continued to December 23, 2024.

¶ 19 When the trial resumed, both parties presented additional exhibits and testimony. The trial court directed the parties to submit written closing arguments, proposed judgments, maintenance calculations, and property distribution charts. The court noted in a docket entry that significant testimony and evidence was presented regarding the 2023 GMC Sierra during both days of the trial. Over the course of the trial, the parties introduced numerous exhibits, including (1) financial documents, (2) text messages, and (3) immigration paperwork.

¶ 20 In his closing argument, Stallworth acknowledged deficiencies in his conduct as a spouse but emphasized his provision of financial support to DeSouza throughout their relationship. He disputed DeSouza's claims regarding "ignorance on marital debt" and challenged her assertion of unemployment and lack of income, arguing that she had previously been employed and contributed compensation to the marital household. Stallworth argued that DeSouza's departure from the marital home approximately 50 days after the GMC purchase limited her interest in the vehicle. He justified closing the marital bank account by alleging he was stopping DeSouza's "endless withdrawals" and contended her claimed indigence and payment of over $4,500 to an immigration attorney were inconsistent.

¶ 21 Stallworth's maintenance calculations reflected his monthly net salary of $5,925, with deductions including $1,586 for federal taxes and $1,064 for child support obligations. He calculated DeSouza's monthly net salary at $2,080. He also valued DeSouza's interest in the 2023 GMC Sierra at $900 and requested that he pay a lump sum equalization payment of $2,526.

¶ 22 DeSouza submitted an affidavit from Davis detailing a standard hourly rate of $300 and 52.8 hours of legal work performed, totaling $15,735 in fees. In DeSouza's closing argument

she requested the trial court attribute the marital debts to Stallworth and treat the 2023 GMC Sierra as marital property. She requested an additional $3,000 in attorney fees and a lump sum equalization payment, including four months of maintenance, supported by maintenance calculations she submitted as exhibit B.

¶ 23 C. The Trial Court's Judgment

¶ 24 In February 2025, the trial court issued its 12-page written judgment for dissolution of marriage, in which it highlighted the evidence it found compelling, its factual findings, and conclusions.

¶ 25 In summary, the trial court ordered Stallworth to pay DeSouza a one-time equalization payment of $19,030 within 90 days, which incorporated (1) equalization of the marital assets and debts, (2) maintenance, and (3) dissipation by Stallworth. The court found a significant income disparity between the parties—Stallworth was earning $129,060 from his State of Illinois employment and DeSouza, a self-employed aesthetician, earned only $24,000 annually. The marital property included (1) bank accounts totaling $5,253, (2) the 2023 GMC Sierra, with $30,795.45 in equity, and (3) various debts totaling approximately $36,593.56, resulting in a net marital debt of $545.11. However, the court questioned Stallworth's credibility regarding the debts and assets, finding his testimony "simply not credible" due to (1) his failure to list several debts and bank accounts on his financial affidavit, (2) his inability to remember which loans had been consolidated, (3) an unexplained $19,987 flex loan acquired after the separation, and (4) his denial of knowledge of the PNC accounts despite their connection to other accounts he claimed to know about.

¶ 26 Regarding the 2023 GMC Sierra, the trial court found that Stallworth dissipated this marital asset by trading it for a 2025 model and shipping it to the Dominican Republic without

notice to DeSouza or the court's approval. The court found that Hernandez's testimony about the truck's intended purpose "was confusing and lacked credibility" and that Stallworth's failure to disclose the vehicle's disposition until the second day of the trial made it impossible for DeSouza to comply with the dissipation notice requirements. Regarding attorney fees, the court noted that it had previously ordered Stallworth to contribute $3,000 toward DeSouza's initial legal costs and ordered him to pay an additional $3,000 toward her total attorney fees of $15,735, leaving DeSouza responsible for the remaining $9,735 balance. The court based this decision on the reasonable nature of DeSouza's legal fees, the significant income disparity between the parties, her language barrier, and the overall division of marital assets and debts.

¶ 27 This appeal followed.

¶ 28 II. ANALYSIS

¶ 29 Stallworth appeals, arguing the trial court erred by (1) finding dissipation of the 2023 GMC truck, (2) failing to properly apply the law governing marital debts, assets, and maintenance, and (3) awarding additional attorney fees. We disagree and affirm.

¶ 30 As an initial matter, we note our ability to review this appeal is critically hampered by the lack of a transcript from the trial. Stallworth acknowledges this impediment multiple times in his brief, lamenting the inability of this court to read the transcript because a transcript did not exist. He then asserts that the evidentiary exhibits alone support his claims of error. However, the burden for providing a record and the manner in which this court must review an incomplete record are well settled:

> "It is well established that 'an appellant has the burden to present a sufficiently complete record of the proceedings at trial to support a claim of error.' [Citation.] Thus, in the absence of such records, it is 'presumed that the order entered by the

trial court was in conformity with law and had a sufficient factual basis.' [Citation.] Any doubts regarding the incompleteness of the record are, as always, 'resolved against the appellant.' " *In re Commitment of Montilla*, 2022 IL App (1st) 200913, ¶ 93 (quoting *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984)).

¶ 31 We recognize that it is not possible in every proceeding to obtain a transcript, which is why the supreme court has provided for acceptable alternatives, such as a bystander's report or an agreed statement of facts, when a transcript is unavailable. See Ill. S. Ct. R. 323 (eff. July 1, 2017). "Rule 323, like the other supreme court rules governing appeals, is not a mere suggestion. [Citation.] Rather, the rule has the force and effect of law and is binding on litigants as well as the courts." *In re Marriage of Thomsen*, 371 Ill. App. 3d 236, 241 (2007).

¶ 32 Essentially, absent a transcript or acceptable alternative, any claims that are predicated on an appellant's problems with the trial court's consideration of the evidence presented at trial are very likely to fail. See *Webster v. Hartman*, 195 Ill. 2d 426, 433-34 (2001) (Absent a proper record, "we will presume that the trial court heard adequate evidence to support its decision and that its order *** was in conformity with the law."). In fact, "[f]rom the very nature of an appeal it is evident that the court of review must have before it the record to review in order to determine whether there was the error claimed by the appellant." *Foutch*, 99 Ill. 2d at 391.

¶ 33 In this case, Stallworth has failed to present a sufficiently complete record to support his claims of error.

¶ 34 For example, Stallworth's dissipation claim relies primarily on the trial testimony of Hernandez, whom Stallworth contends testified credibly that he had funded the purchase of the new truck. Stallworth argues that the trial court unfairly found Hernandez not credible, asserting, "There is no report of proceedings to support the court's position." However, Stallworth has the

standard on appeal backwards; it was his obligation to furnish us with a transcript or acceptable alternative, not the trial court's obligation, and in the absence of a record demonstrating error, an appellate court is required to affirm the court's judgment below. *Foutch*, 99 Ill. 2d at 391-92. In its judgment here, the trial court discussed in detail its factual findings regarding the dissipation claim, with special attention paid to the court's assessment of Stallworth's and Hernandez's credibility. Ultimately, the court concluded, "Based on the evidence presented, it is clear the 2023 GMC Sierra was marital property that [Stallworth] dissipated."

¶ 35 Notably, Stallworth makes no attempt at legal analysis in his brief, instead merely requesting that we alter the trial court's judgment and findings on his word and a few exhibits. See Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020) (providing that briefs "shall contain the contentions of the appellant and the reasons therefor, with citation of the authorities"). In addition, none of the exhibits to which he refers facially refute the court's findings and, without context, are meaningless to a resolution of his claims.

¶ 36 For example, Stallworth argues that the trial court should have deducted child support payments and more federal taxes from his net income for maintenance calculations based on an exhibit of his paystub for the pay period ending on August 31, 2023, which provides under the deductions section, "WAGE [DEDUCTIONS] 532.95," and "FEDERAL TAX 789.46." Stallworth contends that these numbers show that the court should have deducted from his gross income $1,578.92 for his federal taxes and $1,060 for support of his daughter instead of the $1,300 for federal taxes and $0 credit for the support of his daughter in exhibit B, which was DeSouza's exhibit calculating maintenance, to which the court referred in its judgment. However, the mere existence of a paystub bearing numbers that are seemingly consistent with his claims is inadequate to refute the court's findings of fact. We simply lack any context for the meaning of the numbers

and notations on that paystub. His other claims of error based on the exhibits in the record fail for the same reason.

¶ 37 After reviewing the trial court's detailed judgment and what record we do have, we conclude that the court did not err (1) by finding dissipation of the 2023 GMC Sierra, (2) by awarding attorney fees to DeSouza, or (3) in its overall calculation and findings for the calculation of the one-time equalization payment to DeSouza, which includes maintenance and the division of the marital estate.

¶ 38 In conclusion, we note that the trial court wrote a 12-page, single-spaced written judgment, which explained in detail (1) the evidence it considered and (2) the court's reasoning. We found the court's order very helpful for resolving this case, and we thank the court for the extra effort it exerted by writing such a detailed memorandum. See *People v. Carter*, 2021 IL App (4th) 180581, ¶ 68 ("Any time a trial court serves as a fact finder, perhaps the single most important thing the court can do is say whom it believes and whom it does not. When the trial court favors us with such a finding, we are at the height of our deference to that court.").

¶ 39 III. CONCLUSION

¶ 40 For the reasons stated, we affirm the trial court's judgment.

¶ 41 Affirmed.