NOTICE
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2026 IL App (5th) 250372-U

NO. 5-25-0372

IN THE

APPELLATE COURT OF ILLINOIS

FIFTH DISTRICT

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).

ROGER MATTEA, Petitioner-Appellee, v. BRUCE MATTEA, Respondent-Appellant and JUSTIN MATTEA and JULIA GIACOLETTO, Respondents-Appellees.	)	Appeal from the Circuit Court of St. Clair County. Nos. 17-P-734, 17-MR-384, 18-CH-447 Honorable Stacy L. Campbell and Honorable Julie K. Katz, Judges, presiding.

JUSTICE BOLLINGER delivered the judgment of the court.
Justices Sholar and Hackett concurred in the judgment.

ORDER

¶ 1 *Held*: Where the terms of the mediated settlement agreement were not contingent on the entry of a global release, it was not against the manifest weight of the evidence for the circuit court to find that it was an enforceable order.

¶ 2 Following mediation, the parties entered into a mediated settlement agreement (MSA) that was executed immediately after the mediation session. Although the MSA was not dependent on the signing of a separate global release, Bruce Mattea drafted and distributed such a document, which the parties could not agree upon. The circuit court ultimately entered an order that the MSA was an enforceable agreement as executed. Four years later, Bruce continued to circulate a global

release, and the circuit court eventually ordered the parties to comply with its first order. Bruce appealed, contending that the MSA was not enforceable. For the reasons outlined below we affirm the judgment of the circuit court.

¶ 3 I. BACKGROUND

¶ 4 The principal dispute on appeal concerns the enforcement of an MSA arising from three related cases. As the particular causes of action underlying these cases are not the subject of the appeal, only a summary of the three cases will be provided. These cases originate from the death of Wanda Mattea, with the causes of action involving her two sons, Bruce Mattea and Roger Mattea. Roger's two children, Justin and Julia, were added as necessary parties in one of the cases.

¶ 5 On October 19, 2017, Roger filed a petition for the probate of Wanda's will. Roger was designated as the executor of the will, and he and Bruce were the sole heirs. Roger requested the will's admission to probate and the issuance of independent letters of office. On the same day, an order was issued appointing Roger as an independent executor, and letters of office were issued. Between November 2, 2017, and September 2019, the parties filed at least 40 petitions, motions, and responses, directed at each other, none of which are pertinent to the issues on appeal.

¶ 6 The second action commenced on December 7, 2017, when Roger filed a miscellaneous remedy complaint against Bruce. Roger stated that in April 2014, he and Wanda jointly owned a bank account at Home Federal Savings and Loan, doing business as Best Hometown Bank. He further indicated that on March 6, 2015, Bruce closed this account and subsequently opened a new account at the same banking institution solely in Wanda's name. Both accounts contained Payable on Death (POD) designations, allocating 50% to Bruce and 25% each to Justin and Julia. Roger stated that Bruce did not obtain his prior consent before closing the joint account, asserting that this action was carried out "under the guise of a power of attorney he claimed to hold" on behalf

of Wanda. Roger requested that the account ownership be reverted to him. He asserted claims based on conversion, breach of fiduciary duty, and unjust enrichment.

¶ 7 On January 5, 2018, the circuit court issued an order concerning matters unrelated to this appeal. In that order, the circuit court determined that Justin and Julia were necessary parties and instructed Roger to serve them and to file an amended pleading within 21 days. Subsequently, on January 26, 2018, Roger filed a first amended petition, essentially restating the same allegations, adding that Justin and Julia did not oppose his actions therein. Following a motion to reconsider regarding the designation of Justin and Julia as necessary parties, the circuit court issued a written order on February 13, 2018, labeling them as "consenting affiants." After the dismissal of his first amended petition, Roger filed a second amended petition, renaming Justin and Julia as party respondents. This petition asserted the same three counts as previously asserted.

¶ 8 The third matter concerned a chancery action initiated by Roger in his capacity as executor of Wanda's estate. He filed a complaint for partition against Bruce on August 27, 2018. The request was for a division of Wanda's property between him and Bruce, or, if a division could not occur, for the property to be sold. Following a hearing on Bruce's motion to dismiss, Roger was granted 14 days to amend his complaint, which he did on November 30, 2018. Subsequently, on March 1, 2019, the circuit court issued an order directing that the property be sold and that the proceeds be held in escrow.

¶ 9 Subsequently, and with regard to the issues on appeal, the filings and orders pertaining to these issues were occasionally filed in all three cases, while at other times, they were confined to a single case. The parties have not challenged the applicability of the motions and the corresponding orders to all three cases; accordingly, these will be discussed as if they pertain to all three cases. On September 11, 2019, Roger filed a motion to order mediation. The circuit court

granted the order for mediation on September 19, 2019. On October 30, 2019, Bruce filed a motion to disqualify Justin's attorney, Robert J. Sprague. On January 8, 2020, the circuit court entered an order stating that the parties had settled the cases in mediation on January 7, 2020, and vacated the trial setting. Settlement documents were ordered to be submitted by March 17, 2020.

¶ 10 On April 15, 2021, Roger filed a motion to enforce the settlement agreement. He stated that he and Bruce, along with their respective counsel, participated in mediation on January 7, 2020, during which they entered into an MSA, which he attached as an exhibit to the motion. He indicated that the MSA stipulated that "The Parties will enter into a more formal and complete settlement document and release while acknowledging that this settlement document contains all the essential terms of settlement between the Parties. *** The Parties will use their best efforts to finalize the settlement documents, release and transfer of assets as soon as possible and simultaneously." Roger indicated that on February 11, 2020, Bruce provided a draft MSA that included "extraneous terms outside of the terms agreed to by the parties in the Mediated Settlement Agreement, including but not limited to terms related to Justin Mattea Law, LLC." He maintained that Bruce was delaying the process by trying to incorporate additional terms not agreed upon during mediation.

¶ 11 On July 22, 2021, Sprague filed a response to Bruce's motion to disqualify him, stating that he did not recall having met with Justin to discuss Bruce's marital case, and requested that the motion to disqualify be dismissed. With the circuit court's permission, Bruce filed an addendum on August 12, 2021, in support of his motion to disqualify Sprague. On August 13, 2021, Sprague filed an additional affidavit, again asserting that he had no recollection of meeting with Justin. He further stated that he did not open a file for Bruce, and his records do not reflect any receipt of

funds from Bruce. Following a hearing, the circuit court issued a written order denying the motion to disqualify.

¶ 12 A hearing was conducted concerning the motion to enforce the MSA on October 12, 2021. The circuit court issued an order on October 21, 2021, noting that during the hearing, all parties acknowledged their agreement with the terms of the MSA and that the dispute primarily concerned the language within the formal settlement agreement regarding a release. The circuit court found that the MSA executed by the parties constituted an enforceable agreement. It also stated that the MSA, which it attached to the order, was an order of the court and mandated the parties to comply with its provisions. Furthermore, the circuit court ordered the parties to execute all documents necessary to implement the terms of the MSA and to notify the court once this was completed so that the cases could be dismissed.

¶ 13 Bruce filed a motion to declare the MSA void on January 3, 2025, and on March 3, 2025, Roger filed a motion to enforce the October 21, 2021, order. After a hearing, on March 28, 2025, the circuit court entered a written order in all three cases, indicating, *inter alia*, that, over Bruce's objection, it entered a "Global, Individual, Joint, Reciprocal Release of All Claims, etc." Bruce, with leave of our court, filed a late notice of appeal.

¶ 14 II. ANALYSIS

¶ 15 Bruce raises several issues on appeal. First, he contends that the October 21, 2021, order, which determined that the MSA constituted a contract, was in error due to the absence of signatures from two of the four involved parties. Additionally, he asserts that the March 28, 2025, order finding that the MSA was a binding agreement was also in error owing to the lack of an agreement regarding a global release. Third, he argues that the circuit court erred in denying his request for a

jury trial. Lastly, he claims that the circuit court erred in failing to disqualify Sprague from representing Justin.

¶ 16 A. October 21, 2021, Order

¶ 17 After the parties completed mediation on January 7, 2020, and before they left the premises, the MSA in this matter was executed. The opening paragraph indicates that the disputes involve "Bruce Mattea ('Bruce') and Roger Mattea ('Roger') and collectively referred to as 'Parties', the Parties agree as follows." Subsequently, nine numbered paragraphs are outlined. The initial paragraph states:

> "The Parties will enter into a more formal and complete settlement document and release while acknowledging that this settlement document contains all the essential terms of settlement between the Parties."

¶ 18 Paragraph six reads:

> "The Parties to these matters, including Justin Mattea and Julia Giacoletto, agree that any and all other claims that either party may have against the other through this date, whether known or unknown and whether or not matured are hereby released and that the Parties agree to a full, complete and global release of all claims that they may have against each other."

¶ 19 Paragraph eight reads:

> "The Parties will use their best efforts to finalize the settlement documents, release and transfer of assets as soon as possible and simultaneously."

¶ 20 The final paragraph states that "both parties" have had the benefit of counsel prior to signing "this agreement." The document bears the signature of Bruce and of Roger, who signed

"individually and on behalf of Justin Mattea and Julia Giacoletto." Four other signatures are also affixed for the lawyers for Bruce and Roger.

¶ 21 On appeal, Bruce challenges the circuit court's finding on October 21, 2021, that the MSA represented an enforceable agreement, citing the absence of signatures from Julia and Justin as well as the lack of a global release. "[A] settlement agreement is a contract, and construction and enforcement of settlement agreements are governed by principles of contract law." *Law Offices of Colleen M. McLaughlin v. First Star Financial Corp.*, 2011 IL App (1st) 101849, ¶ 18. "[An] offer, an acceptance and consideration are the basic ingredients of a contract." *Melena v. Anheuser-Busch, Inc.*, 219 Ill. 2d 135, 151 (2006). "An enforceable contract must include a meeting of the minds or mutual assent as to the terms of the contract." *Academy Chicago Publishers v. Cheever*, 144 Ill. 2d 24, 30 (1991).

¶ 22 We observe that the parties are in disagreement regarding our standard of review concerning the enforceability of the MSA. "Where the trial court has held an evidentiary hearing, the appellate court reviews its findings of fact under the manifest weight of the evidence standard." *Lukanty v. Moglinicki*, 2022 IL App (1st) 210794, ¶ 27. Conversely, "where the trial court's decision to grant or deny a settlement agreement is made on the motion pleadings and attachments, without holding an evidentiary hearing, the appellate court reviews the trial court's decision *de novo*." *Id.* ¶ 28. Therefore, the applicable standard of review hinges on whether the circuit court conducted an evidentiary hearing prior to determining that the MSA was enforceable. In the present case, the circuit court did not conduct an evidentiary hearing but instead considered arguments presented by counsel. Consequently, our standard of review is *de novo*.

¶ 23 1. Lack of Signatures

¶ 24 The MSA contained designated signature lines with preprinted names for four attorneys, in addition to one for "Bruce Mattea" and another for "Roger Mattea, individually and on behalf of Justin Mattea and Julia Giacoletto." The lack of signatures from Justin and Julia is an issue raised by Bruce.

¶ 25 First, we note that the MSA was executed while the parties were still at the mediation location. The mediation process had proceeded without Justin and Julia; nevertheless, Roger and Bruce reached an agreement. Subsequently, Bruce, an attorney, signed the MSA with full knowledge that Justin and Julia were not present and with awareness that Roger would be signing on behalf of his children, as explicitly indicated on Roger's signature line. We further point out that Bruce admitted in his own January 3, 2025, filing seeking to have the MSA declared void that Roger signed on behalf of Justin. In that filing, he stated, "The signatures affixed to the MSA constitute a certificate that the signors have read, understand and have agreed to execute the document in the capacities in which they signed. Roger Mattea, unquestionably signed the document on behalf of Justin Mattea." We find Bruce's assertions that the absence of signatures from Julia and Justin now impairs the enforceability of the MSA disingenuous, as he was fully aware of their lack of signature lines when he signed the MSA and he later admitted in his own filing that Roger "unquestionably" signed for Justin. " 'It is fundamental to our adversarial process that a party waives his right to complain of an error where to do so is inconsistent with the position taken by the party in an earlier court proceeding.' " *McMath v. Katholi*, 191 Ill. 2d 251, 255 (2000) (quoting *Auton v. Logan Landfill, Inc.*, 105 Ill. 2d 537, 543 (1984)). Nonetheless, we also find that he has forfeited this argument.

¶ 26 After the MSA was executed on January 7, 2020, the attorneys representing the respective parties engaged in email negotiations regarding language for a global release. Ultimately, Roger filed a motion to enforce the MSA on April 16, 2021, and Bruce subsequently submitted two responses. The first response, dated May 28, 2021, primarily complained about Roger's attorney and also aired the parties' dirty laundry. It did include subtle comments such as Roger's inability to act on behalf of Justin and Julia during the mediation, citing a conflict of interest Roger purportedly had with his own children, and asserting that a meeting of the minds could not have occurred at the mediation in Justin's absence. The second response, dated August 12, 2021, contended that Roger's signing on behalf of Justin and Julia was unauthorized, stating that Roger "acted without authority on behalf of" Justin and Julia and, as such, there was no meeting of the minds. He asserted that "Roger Mattea's Motion to Enforce Settlement cannot prevail based upon a document he executed without authority to do so."

¶ 27 The motion for enforcement was called for hearing on October 12, 2021. Counsel for Bruce, Roger, and Justin were present and presented their arguments. Bruce's attorney did not address, argue, or raise the issue concerning the lack of signatures at any point during the hearing, nor was it discussed by any other party or the circuit court. At the end of the hearing, the following exchange occurred between the circuit court and Bruce's attorney:

> "THE COURT: All right. So I guess the order—I guess I'll do a handwritten order then on my end that just says that the court has heard argument on the motion to enforce settlement—one thing I don't think I asked you [counsel for Bruce], I probably didn't give you the full opportunity to make your argument and I apologize for that.

So what your client is basically asking me just to throw everything—you don't want the settlement enforced, so we go back to square one, is that what you're [*sic*] client's asking, because you don't want the settlement enforced I suppose or we wouldn't be here?

MR. BABB: Well, that would be a question of the ability of the parties to come to an agreement. I mean obviously just because you don't settle it now doesn't mean it doesn't get settled forever.

But the point is this—the only position my client is taking at this point is that the settlement that the parties have agreed to to this point is best embodied in the proposal that Mr. Mattea, Mr. Bruce Mattea came up with and that the proposal that was submitted by Mr. Kuehn on behalf of Roger Mattea does not adequately or accurately carry out the terms of—

THE COURT: All right.

MR. BABB: In terms of where we go from there you would have to take a position on that, I'm not going to be a prognosticator on that. The question is just limited to we've got these competing releases and which one best embodies the position of the parties.

THE COURT: And I wanted clarification because I didn't hear that your client was necessarily disagreeing or withdrawing from any of the agreements set forth in the mediated settlement agreement, it's just the language to carry it out and to effectuate it is what's hanging everybody up, is that fair to say?

MR. BABB: We have not filed a motion to withdraw or otherwise nullify the agreement.

THE COURT: Okay. All right, so I just wanted to be sure I knew where everybody stood. So everybody seems to be in agreement with the terms of the mediated

settlement agreement, it's the language and the documents to carry that out that are in dispute?

MR. BABB: Mr. Kuehn about four times said very triumphantly nobody has made the argument, Mr. Bruce Mattea has never made the argument he was mislead [*sic*] or misunderstood and that's absolutely correct.

THE COURT: That's what I wanted to ask you. Because I know he argued that. I assumed that that was the case and I didn't want to assume that without double checking to make sure that that was in fact your client[']s position, that it's the language carrying it out, not the underlying agreement that is objectionable?

MR. BABB: Well, I mean I guess I would add to that the idea that the MSA on its own is not enforceable.

THE COURT: I understand that. But he's not repudiating any of the terms of that mediated settlement agreement, it's just the language that's being utilized to carry it out and to formalize it is what is holding everybody up?

MR. BABB: That's correct."

Bruce's attorney states that "the only position" Bruce was taking was that the proposal drafted by Roger was not correct and that the issue was "limited to *** these competing releases and which one best embodies the position of the parties." His attorney further affirmed, when asked by the circuit court, that it was "just the language that's being utilized to carry it out and to formalize it is what is holding everybody up."

¶ 28 On October 21, 2021, the circuit court issued a written order, which included the following statement:

> "That, at the hearing held on the *Motion to Enforce Settlement* on October 12, 2021, all parties acknowledged that they were in agreement with the terms of the *Mediated Settlement Agreement*. The dispute between the parties revolved around the language contained in the formal settlement document and release; they were unable to agree on the appropriate language to be contained therein." (Emphases in original.)

The circuit court explicitly identified the dispute between the parties as relating to "the language contained in the formal settlement document and release." The order also analyzed case law on the enforceability of a settlement agreement when the parties contemplate executing a future written release. Conversely, the order did not address Bruce's written assertion that Justin and Julia's signatures were absent, as this issue was not raised during the hearing nor affirmed in discussion with the circuit court to be an issue.

¶ 29 "It is well settled that issues not raised in the trial court are forfeited and may not be raised for the first time on appeal." *Bank of New York Mellon v. Rogers*, 2016 IL App (2d) 150712, ¶ 72. Bruce had ample opportunity to present oral arguments regarding this issue during the motion hearing. Instead, Bruce took the position during the hearing that his only dispute involved the lack of an agreed-upon global release. As a result, the circuit court was led to believe that this was the only disputed issue before the court. A reviewing court will not consider issues and arguments that the trial court was neither presented with nor considered. *Berman v. Napleton's Schaumburg Subaru, Inc.*, 2026 IL App (1st) 251825, ¶ 29; see *Rogers*, 2016 IL App (2d) 150712, ¶ 74 (failing to bring forth an argument in a hearing results in forfeiture of the issue on appeal); see also *In re Shauntae P.*, 2012 IL App (1st) 112280, ¶ 93 (failure to argue to the circuit court issues surrounding her written affirmative defenses constituted forfeiture on appeal). As such, Bruce's claim that the

absence of signatures from Justin and Julia on the MSA renders it unenforceable was forfeited on appeal.

¶ 30 2. Global Release

¶ 31 Bruce contends that the MSA was unenforceable due to the absence of a mutually agreed global release. The MSA contained the following provision regarding a release:

> "The Parties to these matters, including Justin Mattea and Julia Giacoletto, agree that any and all other claims that either party may have against the other through this date, whether known or unknown and whether or not matured are hereby released and that the Parties agree to a full, complete and global release of all claims that they may have against each other."

It further stated, "The Parties will use their best efforts to finalize the settlement documents, release and transfer of assets as soon as possible and simultaneously." Bruce contends that, because there was no signed final settlement document containing an agreed-upon release, the MSA was not a binding agreement.

¶ 32 We initially note that Bruce's attorney concurred that the terms outlined in the MSA were agreed upon despite the absence of a global release in a March 24, 2020, email to Roger's attorney after mediation, wherein he states, "It is now about ten weeks since we reached a settlement agreement in this case, and about two weeks since we reached final agreement on the terms of the Release *** I am concerned that [Bruce] will consider the settlement to be null." Then, during the hearing held on October 12, 2021, the discussion Bruce's attorney had with the circuit court as referenced previously indicates that Bruce neither disputed nor contested that the parties had reached a mediated settlement agreement.

¶ 33 In determining that the MSA was enforceable as written, notwithstanding the parties' consideration of drafting a formal settlement document, the circuit court correctly relied upon the precedent set forth in *Lampe v. O'Toole*, 292 Ill. App. 3d 144 (1997). In that case, the plaintiffs initiated litigation against the defendants for personal injury. *Id.* at 145. The parties subsequently reached an oral settlement agreement, and the defendants' attorney transmitted to the plaintiffs' attorney a release, a stipulation of dismissal, and a letter confirming the settlement. *Id.* The plaintiffs' attorney, however, did not sign the release, signifying the plaintiffs' refusal to do so. *Id.* Because the case had been dismissed for want of prosecution, the plaintiffs refiled their complaint, prompting the defendants' attorney to remind the plaintiffs' attorney of the prior settlement. *Id.* The plaintiffs' attorney then confirmed the settlement and requested another release, which, again, was never signed. *Id.* Thereafter, the defendants filed a motion to enforce the settlement. *Id.* During the hearing, the plaintiffs' attorney informed the trial court that his clients authorized him to accept the settlement offer. *Id.* at 146. Following the hearing, the trial court dismissed the case with prejudice and ordered the defendants to deposit the settlement funds. *Id.* at 145.

¶ 34 The plaintiffs appealed, asserting that the settlement offer was not binding due to the absence of a meeting of the minds and because the agreement was "wholly executory," rendering it unenforceable. *Id.* at 146. The appellate court observed that the plaintiffs had stipulated to accept the defendants' settlement offer and that "[w]ith this stipulation, plaintiffs conceded that there were an offer, an acceptance, and a meeting of the minds on terms. No more was required to create a contract." *Id.* The appellate court clarified that "[e]ven where the parties contemplate the execution of a written release or stipulation, this writing need not be a condition precedent to a valid settlement agreement." *Id.* at 147. To determine otherwise would prevent courts from recognizing or enforcing oral agreements. *Id.* The court also noted that there was no indication in the record

that, during negotiations, either party specified that the agreement "hinged on the execution of a written release." *Id.* It was further stated that the release did not modify the settlement but merely embodied the parties' agreement. *Id.* The appellate court additionally held that "an agreement to settle pending litigation is effective when arrived at unless the parties have subjected its effectiveness to contingencies." *Id.* at 148.

¶ 35 *Lampe* provides valuable guidance for our analysis. In this instance, all three pending cases were addressed within the MSA, each accompanied by a specific disposition. Additionally, the MSA incorporated a mutual release, which, in itself, constitutes an effective release. Furthermore, both Bruce and Roger, together with their respective attorneys, signed the MSA. No language in the MSA denoted that a separate global release was a condition precedent to its enforceability. As such, we find that the MSA was an enforceable agreement as written and executed, and affirm the circuit court's October 21, 2021, order enforcing the MSA.

¶ 36 B. March 28, 2025, Order

¶ 37 Despite the circuit court's 2021 order enforcing the MSA, Bruce did not comply. Instead, *four* years later, he filed a motion seeking to declare the MSA void, essentially reiterating the claims made in 2021. Justin's attorney responded by filing a motion to enforce the October 21, 2021, order. A hearing concerning the issue of enforcement took place on March 28, 2025. We note that the report of proceedings for this hearing is incomplete and terminates when the attorneys confer with their respective clients during a break. We were not furnished with a report of proceedings for any events that transpired after the hearing reconvened. "It is the appellant's burden to provide a complete record on appeal in order to facilitate a meaningful review." *In re Estate of Jackson,* 354 Ill. App. 3d 616, 620 (2004). "We resolve all doubts arising from the incompleteness of the record against the appellant." *Id.*

¶ 38 On that same day, the circuit court issued a written order entering a global release and ordering Bruce to comply with the terms of the MSA. Bruce is appealing this second order, contending that the circuit court's October 21, 2021, order lacked binding effect because it "did not enter a complete agreement" and directed the parties "to execute all documents required to effectuate the terms" of the MSA. However, this argument is perplexing, as the March 28, 2025, order specifically addressed Bruce's concerns regarding the global release by mandating its execution. Notably, Bruce has not challenged the validity or completeness of the global release itself; instead, he continues to contest the necessity and sufficiency of the prior order and the lack of a global release. The March 28, 2025, order implemented a global release and affirmed the October 21, 2021, order. "[A] court retains the inherent authority to enforce its own orders." *Director of Insurance v. A&A Midwest Rebuilders, Inc.*, 383 Ill. App. 3d 721, 723 (2008). The order issued on March 28, 2025, properly enforced its October 21, 2021, order, and further satisfied Bruce's demands by ensuring the execution of a global release. We find no error and therefore affirm the order.

¶ 39 C. Remaining Issues on Appeal

¶ 40 We have concluded that the MSA was an enforceable agreement, and that the circuit court's order dated October 21, 2021, determining its enforceability, was correct. The sections concerning the three separate causes of action within the MSA each indicate that "all matters and claims" pertaining to the respective causes of action are resolved. These "matters" include Bruce's motion to disqualify Sprague, which was filed on September 11, 2019, and prior to mediation. The disqualification issue was resolved upon the execution of the MSA, and the circuit court's October 21, 2021, order enforced the MSA, which we now affirm. As such, since the MSA resolved all pending issues and was enforceable, Bruce's motion to disqualify Sprague was resolved therein

and is now moot. The same holds true with respect to Bruce's contention on appeal regarding the denial of his request for a jury trial. Given that all matters were resolved via mediation, and the circuit court subsequently vacated the trial, there was no necessity for a jury trial, thereby rendering this issue on appeal moot as well. "[C]ourts in Illinois do not decide moot questions, render advisory opinions, or consider issues where the result will not be affected regardless of how those issues are decided." *In re Alfred H.H.*, 233 Ill. 2d 345, 351 (2009).

¶ 41 III. CONCLUSION

¶ 42 For the reasons stated above, we affirm the judgment orders issued by the circuit court on October 21, 2021, and March 28, 2025, respectively, which declared the MSA enforceable in its current form.

¶ 43 Affirmed.