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2020 IL App (4th) 190683-U

NO. 4-19-0683

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

**FILED**

April 28, 2020

Carla Bender

4<sup>th</sup> District Appellate

Court, IL

<i>In re</i> MARRIAGE OF	)	Appeal from the
SARA GRIBLER,	)	Circuit Court of
Petitioner-Appellee,	)	Adams County
and	)	No. 11D227
KIRK G. GRIBLER,	)	
Respondent-Appellant.	)	Honorable
	)	Charles H. W. Burch,
	)	Judge Presiding.

PRESIDING JUSTICE STEIGMANN delivered the judgment of the court. Justices Knecht and Holder White concurred in the judgment.

**ORDER**

¶ 1 *Held:* The appellate court affirmed, finding the trial court did not abuse its discretion by denying respondent’s motion to reduce maintenance.

¶ 2 Petitioner, Sara Gribler, and respondent, Kirk G. Gribler, were married in May 1990 and have two adult children. In September 2011, Sara filed a petition for dissolution of marriage. In September 2012, the trial court entered a judgment of dissolution of marriage, ordering Kirk to pay child support and maintenance to Sara. The judgment provided that the issue of maintenance may be reviewed by the trial court when Kirk no longer had a legal obligation to pay child support.

¶ 3 In December 2017, Kirk filed a motion to modify the judgment of dissolution of marriage, requesting that the trial court reduce his maintenance obligation due to a substantial change in circumstances. The court conducted an evidentiary hearing over two days in March and August of 2019, and in September 2019, the trial court entered a written order denying the motion.

¶ 4 Kirk appeals, arguing that the trial court erred when it (1) treated the proceeding to review maintenance as a modification proceeding that required proof of a substantial change in circumstances, (2) applied an outdated statute to calculate the maintenance award, and (3) deviated from the statutory guidelines governing review of maintenance. We disagree and affirm the trial court's judgment.

¶ 5 I. BACKGROUND

¶ 6 In September 2011, Sara filed a petition for dissolution of marriage. Following an evidentiary hearing in August 2012, the trial court entered a judgment of dissolution of marriage in September 2012. Relevant to the issues involved in this appeal, the judgment stated:

“The court finds that [Kirk] shall pay to [Sara] the sum of \$1,000 per week with \$350 being child support and \$650 being maintenance. Maintenance will be payable by [Kirk] to [Sara] until she reaches the age of 59-1/2 and able to draw on her retirement funds.

When [Kirk] no longer has a legal obligation to pay child support, the issue of maintenance may be reviewed. Maintenance may go up, maintenance may go down, or it may stay the same.”

¶ 7 In December 2017, Kirk filed a motion for modification of judgment for dissolution of marriage seeking a decrease in maintenance. In the motion, Kirk alleged the following:

“2. Since the entry of the above Judgment of Dissolution of Marriage, [there] has been the following substantial change in circumstances:

a. [Kirk]’s income is now substantially less than it was at the time of the entry of the aforesaid Judgment of Dissolution of Marriage;

b. [Sara] was not employed at the time of the entry of the aforesaid Judgment, but is now employed and earns income.”

Kirk requested that the trial court modify the judgment for dissolution of marriage “by decreasing the amount of maintenance pursuant to statute \*\*\*.”

¶ 8 A. March 2019 Proceedings

¶ 9 On March 14, 2019, the trial court conducted an evidentiary hearing on Kirk’s motion to modify the judgment.

¶ 10 1. *Marcie Kramer*

¶ 11 Marcie Kramer testified as Kirk’s witness that she was the Director of Human Resources at Transitions of Western Illinois (Transitions). Kramer hired Sara at Transitions in May 2012. Sara voluntarily resigned from Transitions in October 2017. Sara worked at Transitions full time as a clinical support specialist and received health, dental, and vision insurance and had a “403(b)” retirement plan. Kramer testified that Sara’s primary responsibilities as a clinical support specialist were “[c]ustomer service, answering phones and the switch board, data entry into [the] clinical software, mailing things, faxing, copying, anything to support the clinical work that [the] case managers and therapists do.”

¶ 12 On cross-examination, Kramer testified Sara earned \$10.75 per hour when she resigned from Transitions, but Kramer did not know how much she earned when she began. Kramer testified Sara received “three or four raises” during her time at Transitions, beginning in 2012 and occurring annually through 2015. Transitions did not give out any raises in 2016. Sara was not considered for or offered any promotions.

¶ 13 *2. Sara Gribler*

¶ 14 Kirk called Sara to testify as an adverse witness. Sara testified she was 52 years old and lived in Quincy, Illinois. Sara had been employed as a telecommunications operator at Blessing Hospital (Blessing) since April 2018. As an operator, Sara “answer[ed] telephone calls coming in, telephone calls from the floors, monitor[ed] lots of alarms, d[id] lots of emergency calls when they have things on the floors that need to be called, pages, everyone who is required to report to that, different clerical stuff with schedules and things for the doctors.” Sara testified she currently earns \$11.70 per hour and that she receives a “shift differential” of \$1.50 per hour when she works between the hours of 3 p.m. and 10:30 p.m. Sara testified that because she works “a lot of hours,” when she is eligible for the shift differential, she earns \$13.20 per hour during those shifts.

¶ 15 Generally, Sara works an average of 26 hours per week and receives raises annually. In 2019, she received a 2.5% raise which was “prorated” because she had not yet worked there for a full year. Sara hoped to eventually work at least 32 hours per week, which Blessing considers full-time, in order to reduce the cost of her health insurance.

¶ 16 In addition to her employment at Transitions and Blessing, Sara also worked at Advanced Physical Therapy from October 2017 to November 2017, where she made approximately \$11 per hour.

¶ 17 Sara testified she prepared a financial affidavit in the dissolution case that was dated January 30, 2019. According to her affidavit, Sara owned a Honda CR-V and her car payment was \$328.37 per month. She also had an interest in two other vehicles that her children drove that were both paid off. Her name was on the title of both vehicles so that her children would be covered under her car insurance policy. Other than her car, Sara testified her only debt was money owed to her attorney in the present case.

¶ 18 Sara had several accounts through Wells Fargo and Prudential that she received in the settlement following the divorce. She was also awarded the former marital home in the settlement, which she had since sold. She used the proceeds from that sale to purchase a new home which she listed as having a value of \$192,740. Sara also had four annuities that were awarded to her in the judgment of dissolution of marriage, which were worth \$64,049.71, \$299,842.50, \$57,563.39, and \$29,682.94. Sara did not draw any monies from her annuities because she believed she could not draw on them before she reached the age of 59 1/2 without incurring a penalty. Sara agreed that the value of the assets she received in the dissolution judgment was \$713,095.81 in 2012 and the current value of those assets was \$874,298, meaning that they increased in value by \$143,202.

¶ 19 Sara testified she was a high school graduate but had not obtained any other education since the judgment of dissolution of marriage was entered in December 2012. She had not sought any additional education because her son was still in high school for “part of that time” and she was working at Transitions full-time from 8 a.m. to 5 p.m. She did not have any physical impairments that prevented her from working but believed that she could not sustain herself without maintenance. Her efforts to become more “self-sustaining” included “seeking employment and \*\*\* better hourly pay.”

¶ 20 On cross-examination, Sara testified she was 24 years old when she and Kirk married. Though she did not attend college, she took some classes in the field of “medical assisting” at Gem City Business College but did not receive a degree. Two years after she and Kirk married, Sara went to work at Kirk’s chiropractic business where she answered phones, scheduled appointments, “sent in the insurance,” set up the computer system, and “basically \*\*\* ran his office.” Sara testified she worked for Kirk for 18 years, receiving only nominal compensation, and agreed that “[f]or all practical purposes [she] made no money working for him.” Instead of going to college or receiving other occupational training, Sara “devoted [her] full time to [her] family and to [Kirk’s] business.”

¶ 21 Sara testified that since the divorce, she sometimes had to “invade” certain monies she received in the settlement “on an as-needed basis.” She agreed that her financial affidavit showed she possessed \$451,236 in “retirement benefits, 401(k)s and IRAs,” but she again testified she believed she could not withdraw money from those accounts without incurring a penalty.

¶ 22 Since the divorce, she had not taken any vacations, with or without her children, and had not set aside any savings or retirement funds other than 1% of her \$10.75 salary. She utilized a payment plan to pay her attorney fees, sometimes using monies from her divorce settlement to make those payments. When asked by the trial court if she was “continuing to live a lifestyle that [she had become] accustomed to living during [her] 22 years of marriage,” Sara replied that she was “pretty much even keel” and agreed that the lifestyle she was currently living was “comparable” to when she was married.

¶ 23 *3. Kirk Gribler*

¶ 24 Kirk testified he remarried in May 2016 and he and his wife resided together in Quincy, Illinois. He was currently a chiropractor and had worked in that profession for 32 years. He and his wife resided in the same building as his chiropractic office, which he described as a “brick bungalow.” Kirk estimated that he used 75% of the main floor for the business.

¶ 25 Kirk agreed that when the judgment of dissolution of marriage was entered in 2012, he paid Sara \$1000 per week in maintenance and child support; that number decreased to \$650 when he was no longer obligated to pay child support. Over the past several years, Kirk’s business had decreased along with his income. Kirk testified that he attributed this to “competition” and the fact that he did not participate in a network of insurance. Furthermore, Kirk took on a lot of his father’s patients after he passed away in 1994 and many of those patients were now dying or in nursing homes. Kirk’s business was structured as an “S corporation,” and he testified that he paid himself \$1250 twice per month, for a total of \$30,000 annually, which was reflected on his W-2 from 2018. He also took distributions from the business, which totaled \$43,000 in 2018.

¶ 26 The proceedings were then continued to a later date.

¶ 27 B. April 2019 Proceedings

¶ 28 On April 5, 2019, Kirk filed an amended motion for modification of the judgment of dissolution of marriage. In the amended motion, Kirk again requested that the trial court reduce his maintenance obligation because of a “substantial change in circumstances.”

¶ 29 In response, Sara filed a motion to dismiss the amended motion, alleging Kirk had failed to provide his 2017 and 2018 tax returns and it would be “difficult to determine [his] income without him having filed his personal tax returns.” Kirk in turn filed a motion to strike Sara’s motion to dismiss. Following a hearing on April 18, 2019, the trial court denied Sara’s

motion to dismiss and granted Kirk's motion to strike. The trial court additionally ordered Kirk to file his state and federal income tax returns for the years 2017 and 2018 and continued the proceedings on Kirk's motion to modify the judgment of dissolution of marriage.

¶ 30 C. August 2019 Proceedings

¶ 31 The proceedings resumed on August 8, 2019.

¶ 32 1. *Kirk*

¶ 33 Kirk was recalled as a witness and testified that during 2017 and 2018, he employed two people: a chiropractor and a secretary, whose respective salaries were approximately \$42,000 and \$11,000 per year. Kirk's financial affidavit stated that his gross income in 2018 was \$66,014. The 2018 tax return for Kirk's chiropractic business, which was marked as Kirk's Exhibit No. 6, stated that it paid him \$30,000 in 2018 as compensation for being the President-Vice President of the corporation. Kirk testified that the total profit the business earned in 2018 was \$32,759. Kirk also received \$4755 in distributions from his mother's retirement account.

¶ 34 On cross-examination, Kirk testified that his wife was employed at Phibro Animal Health and she earned approximately \$60,000 per year. They kept separate bank accounts and filed separate tax returns. She did not receive any money from his business but paid some of his bills. Kirk testified that they traveled frequently, domestically and internationally, and that his wife paid for the trips.

¶ 35 Kirk agreed that in the years 2012, 2013, 2014, 2015, 2016, and 2017, his gross income was \$98,000, \$85,296, \$78,788, \$66,891, \$71,096, and \$71,731, respectively. Kirk testified that he and Sara were married for 22 years and that she helped him run his business by



“doing the books and the records.” He agreed that Sara was not otherwise employed outside the home during that time.

¶ 36

## 2. Arguments

¶ 37 During argument, the trial court asked the parties, “Does everyone agree then that I am not required to do [the maintenance] analysis again as maintenance has already been awarded, now you’re just seeking a review of that?” to which the parties agreed.

¶ 38 Additionally, Sara’s attorney asked, rhetorically, “Does \*\*\* [Kirk] have an obligation to pay maintenance *that he agreed to pay* to [Sara] \*\*\*?” (Emphasis added.) He also stated, “[Kirk] has an obligation under the law and under *the agreement he made* to support his wife until she can get to 59 and a half,” (Emphasis added.) and that because Kirk entered into “an agreement,” he “should be required to continue to pay that [amount].” During rebuttal, Kirk’s attorney stated, “I don’t know how this [maintenance obligation] ever got set like it did, but that, again, is something he agreed to and they both agreed to it \*\*\*[.]”

¶ 39

## D. Trial Court’s Judgment

¶ 40 On September 6, 2019, the trial court entered a written order denying Kirk’s amended motion to modify the judgment of dissolution of marriage. Specifically, the trial court stated the following:

“Even though the Court is being asked to consider a modification of [Kirk’s] maintenance obligation, and not whether or not maintenance is appropriate at all, the Court believes the following statutory factors to be relevant in determining whether [Kirk’s] maintenance obligation to [Sara] should be modified:

- I. The income and property of each party; and the property apportioned and assigned to [Sara] who has previously been awarded maintenance;
- II. The needs of the parties;
- III. The present and future earning capacity of the parties;
- IV. The standard of living established during the marriage;
- V. The duration of the marriage;
- VI. The age of the parties as well as the physical and emotional condition of the parties;
- VII. Tax Consequences to the parties;
- VIII. The ability of [Kirk] to continue paying maintenance as previously ordered.”

¶ 41

The trial court then summarized all of the relevant evidence and stated as follows:

“The court has considered the tax consequences to the parties. The court recognizes that [Kirk’s] maintenance obligation is tax deductible for him, and that it is taxable income for [Sara]. The court has further considered the evidence and suggestion that [Sara] could support herself with her annuities, if [Kirk’s] maintenance obligation was modified and reduced. However, it has likewise been suggested that to follow such a course may cause [Sara] to suffer penalty or negative tax consequences. Moreover, and as mentioned above, the Court is convinced that [Sara’s] annuities were awarded in contemplation that [Kirk’s] maintenance obligation would terminate when [Sara] turned 59 years and six

months old, and that those annuity monies would be used to sustain and support her from that point forward.

With the evidence before the court regarding the instant Motion to Modify the Judgment and maintenance award, the Court is convinced that to follow this course of action advocated by [Kirk], to reduce the \$650.00 per week obligation to \$329.00 or \$284.00 per week as suggested in [Kirk's] demonstrative exhibits 11 and 12, would have an effect such that [Sara] would not be able to sustain her present standard of living, which seems to be consistent with that established during the marriage.

The Court finds in light of the evidence that the decline in [Kirk's] income, as well as [Sara's] present employment do not amount to a substantial change in circumstances which would warrant reducing [Kirk's] maintenance obligation. The Court does find that [Kirk] is able to continue paying his maintenance obligation.”

¶ 42 Accordingly, the trial court denied Kirk's motion and ordered that he continue to pay maintenance to Sara as provided in the original judgment for dissolution of marriage.

¶ 43 This appeal followed.

¶ 44 II. ANALYSIS

¶ 45 Kirk appeals, arguing that the trial court erred when it (1) treated the proceeding to review maintenance as a modification proceeding that required proof of a substantial change in circumstances, (2) applied an outdated statute to calculate the maintenance award, and (3) deviated from the statutory guidelines governing review of maintenance. We address each of these issues in turn.

¶ 46

A. Modification and Review Proceedings

¶ 47

Kirk first contends the trial court erred by treating the proceedings in this case as a modification proceeding requiring a showing of a substantial change of circumstances, instead of a maintenance review proceeding, which does not require such a showing. We disagree.

¶ 48

1. *Applicable Law*

¶ 49

In Illinois, all maintenance awards are reviewable. *In re Marriage of Kasprzyk*, 2019 IL App (4th) 170838, ¶ 23, 128 N.E.3d 1105. Under the Illinois Marriage and Dissolution of Marriage Act (Act), (750 ILCS 5/510(a-5) (West Supp. 2017)), a party may seek to modify, terminate, or review an order of maintenance. “[R]eview proceedings and modification proceedings are separate and distinct mechanisms by which reconsideration of maintenance can occur.” (Internal quotation marks omitted.) *Kasprzyk*, 2019 IL App (4th) 170838, ¶ 23. Review proceedings follow from a court’s order that specifically provides for that form of review. *Id.*; see also *In re Marriage of Heasley*, 2014 IL App (2d) 130937, ¶ 25, 25 N.E.3d 1137. “When there is no such provision for review, a motion to reconsider maintenance initiates a modification proceeding rather than a review proceeding.” *Heasley*, 2014 IL App (2d) 130937, ¶ 26. Section 510(a-5) of the Act provides, “An order for maintenance may be modified or terminated only upon a showing of a substantial change in circumstances.” 750 ILCS 5/510(a-5) (West Supp. 2017); see also *In re Marriage of Golden*, 258 Ill. App. 3d 464, 471, 831 N.E.2d 1177, 1183 (2005). However, no such showing is required in review proceedings. *Golden*, 258 Ill. App. 3d at 471. “The decision to modify or terminate maintenance is within the sound discretion of the trial court and will not be disturbed on appeal absent an abuse of that discretion.” *Heasley*, 2014 IL App (2d) 130937, ¶ 31.

¶ 50

1. *This Case*

¶ 51 We agree with Kirk—and Sara does not dispute—that this was a review proceeding because the original judgment of dissolution of marriage stated, “When [Kirk] no longer has a legal obligation to pay child support, the issue of maintenance may be reviewed. Maintenance may go up, maintenance may go down, or it may stay the same.”

¶ 52 Here, the trial court specifically acknowledged at the August 2019 hearing that this was a review proceeding when it clarified with the parties that Kirk was “just seeking a review” of the original maintenance order. Furthermore, the trial court’s order did not state that Kirk was *required* to demonstrate a substantial change in circumstances, as would be the case in a modification proceeding.

¶ 53 Rather, the trial court’s discussion of whether Kirk demonstrated a substantial change in circumstances can be explained by the fact that Kirk specifically pleaded, as the basis for his request that his maintenance be reduced, “Since the entry of the above Judgment of Dissolution of Marriage, [there] has been the following *substantial change in circumstances*.” (Emphasis added.) Moreover, Kirk’s first and amended motions before the trial court were both styled, “Motion for *Modification* of Judgment for Dissolution of Marriage (Decrease in Maintenance).” (Emphasis added.) It is puzzling to this court that Kirk would file a “Motion for Modification of Judgment” on the basis of a substantial change in circumstances and subsequently raise, as a claim of error on appeal, that the trial court erroneously treated his pleading as a motion to modify and improperly considered whether he demonstrated a substantial change in circumstances. To the extent that Kirk may be correct that the trial court erroneously considered whether he demonstrated a substantial change in circumstances, we conclude that this error was invited by Kirk. See *LaSalle Bank, N.A. v. C/HCA Development Corp.*, 384 Ill. App. 3d 806, 820, 893 N.E.2d 949, 963 (2008) (“[U]nder the doctrine of invited error, a party may not

request to proceed in one manner and then later contend on appeal that the course of action was in error.” (Internal quotation marks omitted.)).

¶ 54 Additionally, as we will discuss below, the trial court was permitted to consider “any \*\*\* factor that the court expressly finds to be just and equitable.” 750 ILCS 5/504(a)(14) (West Supp. 2017). Assuming the trial court found it to be “just and equitable” to consider whether there had been a substantial change in circumstances, as alleged by Kirk, the court did not abuse its discretion by considering that factor.

¶ 55 B. Statutory Factors

¶ 56 Kirk next contends that the trial court applied an outdated version of the Act when calculating his maintenance obligation. Specifically, Kirk argues the trial court erroneously applied the factors outlined in section 504(a) of the Act (750 ILCS 5/504(a) (West 2012)), when it should have applied section 504(b-1)(1)(A) (750 ILCS 504(b-1)(1)(A) (West Supp. 2017)). We disagree.

¶ 57 1. *Applicable Statutory Sections*

¶ 58 We review issues of statutory construction *de novo*. *In re Marriage of Harms*, 2018 IL App (5th) 160472, ¶ 24, 103 N.E.3d 979.

¶ 59 The Act “applies to all proceedings commenced after its effective date for the modification of a judgment or order entered prior to the effective date of [the] Act.” 750 ILCS 5/801(c) (West Supp. 2017). Here, Kirk’s initial motion was filed December 26, 2017.

Accordingly, the version of the Act applicable to motions on that date applies. *Id.*; see also *Kasprzyck*, 2019 IL App (4th) 170838, ¶ 38.

¶ 60 Section 504 of the Act applies in proceedings “for dissolution of marriage or legal separation or declaration of invalidity of marriage, or a proceeding for maintenance following

dissolution of the marriage by a court which lacked personal jurisdiction over the absent spouse \*\*\*.” 750 ILCS 5/504(a) (West Supp. 2017). Effective in 2015, an amendment to section 504 of the Act provides that the amount and duration of maintenance are to be calculated using guideline formulas unless the court finds that there is a reason to depart from those guidelines. See *id.* § 504(b-1), (b-2).

¶ 61 In *Harms*, the appellate court held that the new guidelines are not applicable in proceedings to review or modify maintenance when the maintenance was ordered before the amendment went into effect. *Harms*, 2018 IL App (5th) 160472, ¶ 1. The *Harms* court reasoned that section 504(a), and consequently the formula provided in section 504(b-1)(1)(A), applies only to “proceedings involving *initial* maintenance orders.” (Emphasis in original.) *Id.* ¶ 30; see also *In re Marriage of Kuper*, 2019 IL App (3d) 180094, ¶ 28, 125 N.E.3d 568 (“[S]ection 504(b-1)(1) [of the Act] does not apply to post-dissolution maintenance modification on review. The statute dictates that \*\*\* the guideline formula applies to *new* maintenance orders.” (Emphasis added.)).

¶ 62 Instead, it is section 510(a-5) of the Act that applies “in proceedings in which maintenance is being reviewed.” 750 ILCS 510(a-5) (West Supp. 2017). Section 510(a-5) additionally provides:

“[T]he court shall consider the applicable factors set forth in subsection (a) of Section 504 and the following factors:

- (1) any change in the employment status of either party and whether the change had been made in good faith;

- (2) the efforts, if any, made by the party receiving maintenance to become self-supporting, and the reasonableness of the efforts where they are appropriate;
- (3) any impairment of the present and future earning capacity of either party;
- (4) the tax consequences of the maintenance payments upon the respective economic circumstances of the parties;
- (5) the duration of the maintenance payments previously paid (and remaining to be paid) relative to the length of the marriage;
- (6) the property, including retirement benefits, awarded to each party under the judgment of dissolution of marriage, judgment of legal separation, or judgment of declaration of invalidity of marriage and the present status of the property;
- (7) the increase or decrease in each party's income since the prior judgment or order from which a review, modification, or termination is being sought;
- (8) the property acquired and currently owned by each party after the entry of judgment of dissolution of marriage \*\*\*; and
- (9) any other factor that the court expressly finds to be just and equitable.”

*Id.*

¶ 63 Here, the trial court entered its initial order of maintenance in 2012, which was prior to the effective date of section 504(b-1)(1)(A) of the Act (*id.* § 504(b-1)(1)(A)). Accordingly—and contrary to Kirk’s assertions—section 504 of the Act is relevant to the



proceedings in this case only to the extent that section 510(a-5) directs the trial court to consider the factors outlined in section 504(a); the formula set forth in section 504(b-1)(1)(A) does not apply. *Id.* § 510(a-5); see *Harms*, 2019 IL App (5th) 160472, ¶ 30. The factors the trial court is to consider pursuant section 504(a) include:

- “(1) the income and property of each party, including marital property apportioned and non-marital property assigned to the party seeking maintenance as well as all financial obligations imposed on the parties as a result of the dissolution of marriage;
- (2) the needs of each party;
- (3) the realistic present and future earning capacity of each party;
- (4) any impairment of the present and future earning capacity of the party seeking maintenance due to that party devoting time to domestic duties or having forgone or delayed education, training, employment, or career opportunities due to the marriage;
- (5) any impairment of the realistic present or future earning capacity of the party against whom maintenance is sought;
- (6) the time necessary to enable the party seeking maintenance to acquire appropriate education, training, and employment, and whether that party is able to support himself or herself through appropriate employment or any parental responsibility arrangements and its effect on the party seeking employment;
- (7) the standard of living established during the marriage;
- (8) the duration of the marriage;



¶ 67 Last, Kirk argues the trial court abused its discretion in its maintenance review when it deviated from the statutory guidelines set forth in section 504(b-1)(1)(A) of the Act. *Id.* § 504(b-1)(1)(A). We disagree.

¶ 68 “The propriety, amount, and duration of maintenance are matters within the sound discretion of the trial court.” *Harms*, 2018 IL App (5th) 160472, ¶ 24. The appellate court will not reverse the trial court’s maintenance determination absent an abuse of discretion. *Id.* “A trial court abuses its discretion only where no reasonable person would take the view adopted by the trial court.” (Internal quotation marks omitted.) *Kasprzyk*, 2019 IL App (4th) 170838, ¶ 47. As stated above, the formula set forth in section 504(b-1)(1)(A) of the Act is not applicable to proceedings to review or modify maintenance that was ordered prior to the effective date of that amendment. Accordingly, the trial court cannot have abused its discretion by deviating from the guidelines set forth in that section.

¶ 69 Nor does this record contain any other basis for this court to conclude that an abuse of discretion occurred in the trial court’s decision. The judgment for dissolution of marriage provided that, upon review, “[m]aintenance may go up, maintenance may go down, or it may stay the same.” The judgment did not provide any other guidance on the scope or limitation of a potential review proceeding. The record shows that the trial court considered appropriate statutory factors in its decision. The court determined that Sara would not be able to sustain her current standard of living—which was consistent with the standard of living established during the marriage—if Kirk’s maintenance obligation were reduced to the amount advocated by Kirk.

¶ 70 Additionally, the court found that the recent decline in Kirk’s income was not so significant that it impacted his ability to pay. The court recognized that Sara’s annuities “were

awarded in contemplation that [Kirk's] maintenance obligation would terminate when [Sara] turned 59 years and six months old, and that those annuity monies would be used to sustain and support her from that point forward.”

¶ 71 Finally, during their arguments at the August 2019 hearing, both parties alluded to the fact that the original maintenance order stemmed from their prior “agreement.”

¶ 72 We conclude that there was no abuse of discretion in the trial court's determination that maintenance remain the same as agreed upon by the parties and ordered by the trial court in the judgment for dissolution of marriage.

¶ 73 As a last matter, we thank the trial court for its careful and thoughtful written order in this case that we found very helpful.

¶ 74 III. CONCLUSION

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

¶ 76 Affirmed.