

## **Dissipation Primer**

**By Arnold F. Blockman**

### **The Statute**

750 ILCS 5/503(d) provides as follows:

[The court] shall divide the marital property without regard to marital misconduct in just proportions considering all relevant factors, including:

(2) the dissipation by each party of the marital property, provided that a party's claim of dissipation is subject to the following conditions:

(i) a notice of intent to claim dissipation shall be given no later than 60 days before trial or 30 days after discovery closes, whichever is later;

(ii) the notice of intent to claim dissipation shall contain, at a minimum, a date or a period of time during which the marriage began undergoing an irretrievable breakdown, an identification of the property dissipated, and a date or period of time during which the dissipation occurred;

(iii) a certificate of service of the notice of intent to claim dissipation shall be filed with the clerk of the court and be served pursuant to applicable rules;

(iv) no dissipation shall be deemed to have occurred prior to 3 years after the party claiming dissipation knew or should have known of the dissipation, but in no event prior to 5 years before the filing of the petition for dissolution of marriage.

### **What Is The Definition Of Dissipation?**

The best definition of dissipation emanates from In re Marriage of O'Neill, 138 Ill. 2d 487, 497 (1990) where the Supreme Court defined the term "dissipation" as used in 750 ILCS 5/503(d) as the "use of marital property for the sole benefit of one of the spouses for a purpose unrelated to the marriage at a time the marriage is undergoing an irretrievable breakdown."

A party may be considered as dissipating property even though the party did not derive a personal benefit. In re Marriage of Ferkel, 260 Ill. App. 3d 33, 39

(5<sup>th</sup> Dist. 1994) (destruction of photographs) and In re Marriage of Frey, 258 Ill. App. 3d 442, 448 (5<sup>th</sup> Dist. 1994) (purchase of truck for son).

A dissipation finding under the Act is very fact specific and depends upon the facts of a particular case. In re Marriage of Lee, 246 Ill. App. 3d 628, 633 (4<sup>th</sup> Dist. 1993); In re Marriage of Hubbs, 363 Ill. App. 3d 696, 700 (5<sup>th</sup> Dist. 2006).

A good overview of the definition of dissipation and the history behind section 503(d) is contained in 1 Gitlin On Divorce, sec. 8-22(a), p. 8-231 (3<sup>rd</sup> ed. 2016).

### **When Is The Time Of Irreconcilable Breakdown?**

The older Appellate Court decisions in this regard are all over the board.

Second and Fifth District case held that the date of physical separation is the date when the marriage becomes irreconcilably broken. In re Marriage of Moll, 232 Ill. App. 3d 746, 756 (2<sup>nd</sup> Dist. 1992); In re Marriage of Weiler, 258 Ill. App. 3d 454, 464 (5<sup>th</sup> Dist. 1994).

In In re Marriage of Holthaus, 387 Ill. App. 3d 367 (2<sup>nd</sup> Dist. 2008), the Court referred to the language of O'Neill, *supra*. that the dissipation occur when “the marriage is undergoing an irreconcilable breakdown.” The Appellate Court reserved the trial court determination that irreconcilable differences occurred when the parties separated because “the parties stopped having marital relations, sleeping in the same bedroom, living in the same part of the house, sharing meals and communicating...” *Id.* at 376.

The Fourth District seems to apply a similar flexible approach. In re Marriage of Lee, 246 Ill. App. 3d 628, 634-35 (4<sup>th</sup> Dist. 1993) (dissipation when property transferred to children four months prior to separation).

In In re Marriage of McBride, 2013 IL App. (1<sup>st</sup>) 112255 the Court held that the exact date of an irretrievable breakdown is the date a breakdown is “inevitable.” Other cases have held that the time of the irreconcilable breakdown is when the relationship is in “serious jeopardy.” In re Marriage of Hellwig, 100 Ill. App. 3d 452 (1<sup>st</sup> Dist. 1981); In re Marriage of Drummond, 156 Ill. App. 3d 672 (4<sup>th</sup> Dist. 1987).

The safest course, in this writer’s opinion, is to simply follow the language of the Supreme Court in O'Neill, *supra*. that dissipation relates to when a marriage

“is undergoing an irretrievable breakdown” (emphasis added). This position is further strengthened by the 2013 amendments to 503(d) [and the use of the same language in the 2016 rewrite] that specifically states that dissipation can occur when the marriage “began undergoing an irretrievable breakdown” (emphasis added)

When a marriage is undergoing or began undergoing an irretrievable breakdown is obviously a question of fact for the trial court. It is also clear that the statutory language of “began undergoing” is a slight expansion of the Supreme Court’s “is undergoing” language.

In In re Marriage of Romano, 2012 IL App. (2d) 091339, para. 91 the Court cited language in In re Marriage of Hazel, “that not every incident or conflict that occurs during a marriage signals the marriage has begun to undergo an irreconcilable breakdown.”

### **What Are The Dissipation Burden Of Proof Issues**

Once a party has made a prima facie showing of dissipation (an expenditure of marital funds when the marriage began undergoing or is undergoing an irreconcilable breakdown within the statutory 3/5 year time parameters), a party charged with dissipation carries the burden of proving he did not dissipate assets. In re Marriage of Toole, 273 Ill. App. 3d 607 (2<sup>nd</sup> Dist. 2005); In re Marriage of Petrovich, 154 Ill. App. 3d 881 (2<sup>nd</sup> Dist. 1987). The spouse charged with dissipation must establish by clear and specific evidence how the marital funds were expended. In re Marriage of Partyka, 158 Ill. App. 3d 545 (1<sup>st</sup> Dist. 1987); In re Marriage of Hubbs, 363 Ill. App. 3d 696, 700 (5<sup>th</sup> Dist. 2006). General and vague statements as to how marital funds were expended on marital expenses are not sufficient to defeat a dissipation claim. In re Marriage of Smith, 128 Ill. App. 3d 1017 (2<sup>nd</sup> Dist. 1984); In re Marriage of Toole, 273 Ill. App. 3d 607 (2<sup>nd</sup> Dist. 1995). Oral testimony in specific detail as to certain expenditures could be sufficient – the evidence does not have to be clear and convincing. In re Marriage of Hagshenas, 244 Ill. App. 3d 178 (2<sup>nd</sup> Dist. 1992).

### **Sua Sponte Findings Of Dissipation**

Courts should be extremely reluctant and cautious about raising a dissipation issue sua sponte. In re Marriage of Hakin, 266 Ill. App. 3d 168 (2<sup>nd</sup> Dist. 1994).

## **What Happens When Dissipation Is Established**

The most common trial court disposition once there has need a finding of dissipation is to require the dissipating party to reimburse the other party for one-half (½) of the amount dissipated and factor this amount into the overall property and debt allocation. In re Marriage of Dunseth, 260 Ill. App. 3d 816 (4<sup>th</sup> Dist. 1994); In re Marriage of Siegel, 123 Ill. App. 3d 710 (1<sup>st</sup> Dist. 1984).

In In re Marriage of Tabassum and Younis, 377 Ill. App. 3d 761 (2<sup>nd</sup> Dist. 2007) the Court held that a trial court upon finding dissipation is not required to award the other spouse one-half (½) of the amount dissipated – the reimbursement could be less. Likewise, in In re Marriage of Murphy, 259 Ill. App. 3d 336, 340-41 (4<sup>th</sup> Dist. 1994) the Court held that even if there is a finding of dissipation, the Court is “not required” to order reimbursement by the dissipating party but “may” do so.

## **Types Of Expenses Found To Have Been Dissipation**

The following expenses have been found to constitute dissipation:

(1) Intentional failure to make mortgage payments on marital residence. In re Marriage of Siegel, 123 Ill. App. 3d 710 (1<sup>st</sup> Dist. 1984); In re Marriage of Cook, 117 Ill. App. 3d 844 (1<sup>st</sup> Dist. 1983); In re Marriage of Aslaksen, 148 Ill. App. 3d 784 (2<sup>nd</sup> Dist. 1986);

(2) Money transferred to one party’s mother. In re Marriage of Vehlein, 265 Ill. App. 3d 1080 (1<sup>st</sup> Dist. 1994);

(3) Intentionally or carelessly causing a family business to be less profitable. In re Marriage of Thomas, 239 Ill. App. 3d 992 (3<sup>rd</sup> Dist. 1993);

(4) Intentional destruction of photographs. In re Marriage of Ferkel, 260 Ill. App. 3d 33 (5<sup>th</sup> Dist. 1994);

(5) Transfer of large sums of money to children shortly before separation and inconsistent with prior transfers. In re Marriage of Lee, 246 Ill. App. 3d 628 (4<sup>th</sup> Dist. 1993);

(6) Purchase of truck for son without wife’s consent. In re Marriage of Frey,

258 Ill. App. 3d 442 (5<sup>th</sup> Dist. 1994);

(7) Withdrawal of funds from marital account used to pay child support to an ex-wife. In re Marriage of Klingberg, 68 Ill. App. 3d 513 (1<sup>st</sup> Dist. 1979);

(8) Taking of European vacation with a minor child against wishes of other spouse when marriage was breaking down. In re Marriage of Ryman, 172 Ill. App. 3d 599 (2<sup>nd</sup> Dist. 1988);

(9) Expenditures of marital funds by husband on vacations taken with another woman. In re Marriage of Osborn, 206 Ill. App. 3d 588 (5<sup>th</sup> Dist. 1990);

(10) Expenditures for gambling. In re Marriage of Hagshenas, 243 Ill. App. 3d 178 (2<sup>nd</sup> Dist. 1992);

(11) A failure to pay income tax on time and substantial penalties in that regard. In re Marriage of Charles, 284 Ill. App. 3d 339 (4<sup>th</sup> Dist. 1996);

(12) Contribution made to a church after the marital breakdown not consistent with prior contributions. In re Marriage of Cerven, 317 Ill. App. 3d 895 (2<sup>nd</sup> Dist. 2000);

(13) Cost of defending false abuse allegations in a family law court proceeding. In re Marriage of Patel, 2013 IL App (1<sup>st</sup>) 172571;

(14) The use of an insurance settlement to purchase a new truck and tools. In re Marriage of Vehlein, 265 Ill. App. 3d 1080 (1<sup>st</sup> Dist. 1994);

(15) Money transferred to a girlfriend to pay living expenses of the girlfriend and her family. In re Marriage of Vehlein, 265 Ill. App. 3d 1080 (1<sup>st</sup> Dist. 1994);

(16) Money given to girlfriend, including downpayment and mortgage payments on girlfriend's house, and support for the child he had with the girlfriend. In re Marriage of Charles, 248 Ill. App. 3d 339 (4<sup>th</sup> Dist. 1996);

(17) Payment for expensive trips, jewelry, rings, music equipment for

girlfriend and for payment of girlfriend's debts. In re Marriage of Dunseth, 260 Ill. App. 816 (4<sup>th</sup> Dist. 1994); In re Marriage of Meadow, 256 Ill. App. 3d 115 (1<sup>st</sup> Dist. 1993); In re Marriage of Frey, 258 Ill. App. 3d 442 (5<sup>th</sup> Dist. 1994);

(18) Purchase of a car for a girlfriend along with excessive amount of checks written for cash and unexplained use of a tax refund. In re Marriage of Awan, 388 Ill. App. 3d 204 (3<sup>rd</sup> Dist. 2009);

(19) Creation of a trust for the education of the children without wife's knowledge when marriage began to breakdown. Head v. Head, 168 Ill. App. 3d 697 (1<sup>st</sup> Dist. 1988); and

(20) The payment of income tax on non-marital income. In re Marriage of Toole, 273 Ill. App. 3d 607 (5<sup>th</sup> Dist. 1995).

### **Types Of Expenses Found Not To Have Been Dissipation**

The following expenses have been found not to constitute dissipation.

(1) Spending of marital funds during the period of separation for necessary, appropriate and legitimate living expenses. In re Marriage of Murphy, 259 Ill. App. 3d 336 (4<sup>th</sup> Dist. 1994); In re Marriage of Hagshemas, 234 Ill. App. 3d 178 (3<sup>rd</sup> Dist. 1992); In re Marriage of Severson 228 Ill. App. 3d 820 (1<sup>st</sup> Dist. 1992);

(2) A lawyer paying his paralegal \$225.00 per week for her services and expenses for a social club originating many years prior to the dissolution. In re Marriage of Calisoff, 176 Ill. App. 3d 721 (1<sup>st</sup> Dist. 1988);

(3) Expenditures for the husband's mother similar to what he spent before the marriage breakdown with no objection by wife. In re Marriage of Ard, 142 Ill. App. 3d 320 (5<sup>th</sup> Dist. 1986);

(4) Expenditure of funds used to pay a tax against a jointly owned business. In re Marriage of Randall, 157 Ill. App. 3d 892 (1<sup>st</sup> Dist. 1987);

(5) Expenses for vacation trips with parties' children similar to those taken

before the marital breakdown. In re Marriage of David, 215 Ill. App. 3d 763 (1<sup>st</sup> Dist. 1991);

(6) A continuation of spending patterns enjoyed prior to the breakdown of the marriage. In re Marriage of Aud, 142 Ill. App. 3d 320 (5<sup>th</sup> Dist. 1986); In re Marriage of Adams, 183 Ill. App. 3d 296 (4<sup>th</sup> Dist. 1989);

(7) Most recent cases have held that reasonable ordinary living expenses after the breakdown of the marriage are not dissipation. In re Marriage of Toth, 224 Ill. App. 3d 43 (1<sup>st</sup> Dist. 1991); In re Marriage of Seversen, 228 Ill. App. 3d 820 (1<sup>st</sup> Dist. 1992); In re Marriage of Hagshenas, 234 Ill. App. 3d 178 (2<sup>nd</sup> Dist. 1992); In re Marriage of Phillips, 229 Ill. App. 3d 809 (2<sup>nd</sup> Dist. 1992); In re Marriage of Toole, 273 Ill. App. 3d 607 (2<sup>nd</sup> Dist. 1995);

(8) Payment for a reasonable apartment for a required business assignment for a period of time in another state, even though his girlfriend stayed in the apartment with him. In re Marriage of Toole, 273 Ill. App. 3d 607 (2<sup>nd</sup> Dist. 1995);

(9) Purchase of a mobile home by husband with the agreement of his wife. In re Marriage of Frey, 285 Ill. App. 3d 442 (5<sup>th</sup> Dist. 1994);

(10) Withdrawal by wife of funds from a joint account and her IRA to pay reasonable expenses for her and her daughter after separation, especially since wife received no child support for the first 7 months after separation. In re Marriage of Schmidt, 242 Ill. App. 3d 961 (4<sup>th</sup> Dist. 1993);

(11) Payment of family expenses from a joint checking account similar to what the other party expended from a similar account. In re Marriage of Schinelli, 406 Ill. App. 3d 99 (2<sup>nd</sup> Dist. 2011);

(12) Vacations by husband similar to those taken by the parties prior to the breakdown of the marriage. In re Marriage of Beibaret, 2012 IL App (4<sup>th</sup>) 110749;

(13) Losses incurred by wife on ESOP with her company when the setting up of the plan was in good faith. In re Marriage of Isaacs, 260 Ill. App. 3d 423 (1<sup>st</sup> Dist. 1994);

(14) Losses incurred on rehabbing house similar to transactions prior to the marriage breakdown. In re Marriage of Phillips, 229 Ill. App. 3d 809 (2<sup>nd</sup> Dist. 1992);

(15) Failure to make mortgage payments leading to foreclosure after wife had lost her job. In re Marriage of Parker, 252 Ill. App. 3d 1015 (1<sup>st</sup> Dist. 1993); and

(16) Expenses not objected to while the parties were living together. In re Marriage of Davis, 215 Ill. App. 3d 763 (1<sup>st</sup> Dist. 1991); In re Marriage of Adams, 183 Ill. App. 3d 296 (4<sup>th</sup> Dist. 1989); In re Marriage of Ard, 142 Ill. App. 3d 320 (5<sup>th</sup> Dist. 1986).

### **Recent Dissipation Cases**

The 3 most significant dissipation cases in the last 2 years are summarized as follows:

1. In In re Marriage of Stuhr, 2016 IL App (1<sup>st</sup>) 142435 the Court held that the charitable contributions made by a wife to her religious organization were not dissipation when such contributions were merely the continuation of patterns that had existed throughout the marriage;

2. In In re Marriage of Brown, 2015 IL App (5<sup>th</sup>) 140062 the Court held that foreclosure on properties and a loss from a fire were dissipation when the wife did not pay the mortgage payments or the insurance premiums although she had the ability to do so;

3. In In re Marriage of Schneeweis, 2016 IL App (2<sup>nd</sup>) 140147 the parties agreed that marriage begun to breakdown in 2005. In 2006 the husband began day trading online. He kept his wife from having any knowledge of the assets or the outcome of his prior trades which caused him to lose \$890,700.19. After the wife filed for dissolution, the trial court found the husband dissipated \$890,700.19 from the marital estate, and ordered him to reimburse the marital estate in a specific amount. The husband argued on appeal that he did not intend to lose the money, but was simply caught up in the 2008 market crash. The Appellate Court affirmed finding that bad faith is not required for a finding of



dissipation. The Court further found that the husband's actions here were not related to the marriage as his conduct did not show good faith or that he valued the families' financial security. Furthermore, he hid the transactions and trades from his wife. In addition, he could not claim any marital expenses paid out the total dissipation amount because he presented no documentary or other evidence in regard to his actual expenses.

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION**

IN RE THE MARRIAGE OF:	)	
	)	
CELESTE WRIGHT,	)	
	)	
Petitioner,	)	
	)	No. 17 D 987654
and	)	
	)	Cal. 1
PERRY WRIGHT,	)	
	)	
Respondent.	)	

**NOTICE OF INTENT TO CLAIM  
DISSIPATION OF MARITAL ASSETS**

NOW COMES Petitioner, CELESTE WRIGHT (hereinafter, "CELESTE"), by and through her attorneys, Marilyn Longwell & Associates, P.C., pursuant to 750 ILCS 5/503(d)(2) and hereby notifies Respondent, PERRY WRIGHT (hereinafter, "PERRY"), of her intent to claim dissipation of marital assets herein as follows:

1. This action was filed on January 2, 2016; remaining at issue are the nature, extent and allocation of marital property and debt, maintenance, parenting time, and the allocation of parental responsibilities.
2. The irretrievable breakdown of the parties' marriage began on or around January 2011.
3. During the course of the marriage, PERRY worked as an architect, and handled all of the parties' finances.

**COUNT I: Supporting Child Born Out of Wedlock**

4. During the period that the parties' marriage was undergoing an irretrievable breakdown, PERRY fathered a child out of wedlock.

5. Said child, namely, Z.C., was born on or about October 31, 2011.

6. PERRY sent the mother of Z.C., namely, Jane Chapman, \$2,000.00 per month for the support of Z.C., by issuing checks from marital bank account Chase No. - 1234 in his sole name, since October 1, 2011.

7. To date, PERRY sent Jane \$136,000.00 in support for a child born outside of the parties marriage.

### **COUNT II: Extramarital Affairs**

8. On or about September 1, 2015, CELESTE got an email from a woman named Marion Silver.

9. PERRY met a woman named Marion Silver on a [www.seekingarrangement.com](http://www.seekingarrangement.com), a dating website to connect “sugar babies” (young women) with married, successful men who will take them on dates, have sexual affairs, and pay for their expenses.

10. PERRY met a woman named Lynn Bracken on [www.mintedbaby.com](http://www.mintedbaby.com), another “sugar baby” website.

11. PERRY admitted to having affairs with both Marion Silver and Lynn Bracken between the time period of December 2014 through August 2015.

12. Between the time period of December 2014 and August 2015, PERRY spent \$24,590.00 on the personal expenses, dates, and “fees” of Marion Silver and Lynn Bracken.

### **COUNT III: Withdrawals from Retirement Accounts**

13. On or about February 13, 2017, PERRY withdrew \$55,000.00 from his marital Fidelity IRA, which incurred a tax penalty of approximately 18,700.00. The

remaining \$36,300.00 was deposited into PERRY's Chase Checking -1234 on or about February 15, 2017.

14. PERRY thereafter immediately purchased a vacation to Hawaii, in the amount of \$15,000.00, for himself and two of his fraternity brothers, Chad and Cody, went on a \$9,500.00 shopping spree at Gucci, and withdrew the remaining \$11,800.00 from the bank.

15. PERRY has not accounted for the \$11,800.00 withdrawal.

16. The funds spent, as described in Counts I-III were not used for any marital purpose.

17. CELESTE reserves the right to supplement this Notice as additional information becomes available.

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CELESTE WRIGHT

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Attorney for Petitioner

xxxx  
Marilyn Longwell & Associates, P.C.  
Attorney for Petitioner  
ADDRESS  
Chicago, IL 60602  
PHONE

**CERTIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this

instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Dated: \_\_\_\_\_

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION**

IN RE THE MARRIAGE OF:	)	
KAREN WHITE,	)	
	)	
Petitioner,	)	
	)	
and	)	No. 16 D 011111
	)	
MORRIS WHITE,	)	
	)	
Respondent.	)	

**NOTICE OF INTENT TO CLAIM  
DISSIPATION OF MARITAL ASSETS**

Now comes Petitioner, Karen White, by and through her attorneys, Marilyn Longwell & Assoc., P.C., pursuant to the provisions of 750 ILCS 5/503(d)(2) and hereby notifies Respondent, Morris White, of her intent to claim dissipation of marital assets herein as follows:

1. On or before 12-12-15, a time after the irretrievable breakdown of the marriage began, and without notice or consent of Petitioner, Respondent borrowed from or cashed in his marital life insurance policy with The Hartford in the amount of \$9,802.10 and transferred the funds into his Chase savings account #-0000, which account is titled in his name only.

Respondent opened this individual savings account, #-1111, shortly after this divorce was filed, but did not disclose its existence in his answers to discovery; rather it was uncovered via a subpoena issued by Petitioner.

2. On or about 12-24-12, a time after the irretrievable breakdown of the marriage began, and without notice to or consent of Petitioner, Respondent transferred

\$8,661.37 from a Bank of America account not yet disclosed in discovery, into his marital Chase savings account #-0000, which account is titled in his name only.

3. On or about 2-1-13, a time after the irretrievable breakdown of the marriage began, and without notice to or consent of Petitioner, Respondent transferred \$29,886.18 from a Bank of America account not yet disclosed in discovery, into his marital Chase saving account #-0000, which account is titled in his name only.

4. During the period from 1-25-13 to 2-13-13, a time after the irretrievable breakdown of the marriage began, and without notice to or consent of Petitioner, Respondent made electronic withdrawals of \$15,011.95 in aggregate from his marital Chase saving account #-0000. On information and belief these funds were expended for non-marital purposes. To date Respondent has failed to account for where these funds were deposited or alternatively how they were expended.

5. On 3-11-13 and 3-13-13, times after the irretrievable breakdown of the marriage began, and without notice or consent of Petitioner, Respondent wrote checks numbered 99 through 106 for \$11,205.00 in aggregate, and on information and belief for non-marital purposes, from his marital Chase saving account #-0000. To date Respondent has failed to account for where these funds were deposited or alternatively how they were expended.

6. On 3-15-13, a time after the irretrievable breakdown of the marriage began, and without notice or consent of Petitioner, Respondent transferred \$13,000.00 into his marital Chase saving account #-0000 from an unknown source as yet not disclosed in discovery. From 12-17-12 through 4-10-13, also times after the irretrievable breakdown of the marriage began, and without notice or consent of

Petitioner, Respondent expended at least \$12,563.83 from the Chase account #-0000 for non-marital purposes. See items marked with “√” on **Exhibit A** attached hereto and incorporated by reference. Petitioner’s investigation continues.

7. During the period from 12-05-11 to 5-30-13, a time after the irretrievable breakdown of the marriage began, and without notice or consent of Petitioner, Respondent incurred penalties for late payment of the mortgage on the marital home, M&T Bank acct #-7777, in the amount of \$799.68.

8. During the period from 1-1-13 to 3-28-13, a time after the irretrievable breakdown of the marriage began, and without notice or consent of Petitioner, Respondent withdrew \$84,560.00 from his marital Merrill Lynch account #-66666. To date Respondent has failed to account for where these funds were deposited or alternatively how they were expended.

9. During the period from 1-1-12 to 12-31-12, a time after the irretrievable breakdown of the marriage began, and without notice or consent of Petitioner, Respondent withdrew \$67,748.73 from his marital Merrill Lynch account #-66666. To date Respondent has failed to account for where these funds were deposited or alternatively how they were expended.

10. During the period from 1-1-15 to 12-31-15, a time after the irretrievable breakdown of the marriage began, and without notice or consent of Petitioner, Respondent withdrew \$3,396.63 from his marital Merrill Lynch account #-66666. To date Respondent has failed to account for where these funds were deposited or alternatively how they were expended.



11. During the period from 1-1-16 to 12-31-16, a time after the irretrievable breakdown of the marriage began, and without notice or consent of Petitioner, Respondent gambled at Harrah's Casino, Joliet and incurred losses of \$17,102.

12. During October 2015, a time after the irretrievable breakdown of the marriage began; Respondent notified Petitioner that he realized \$43,236.18 from the exercise of stock options. Of these funds he has failed to account for where the sum of \$12,037.84 was deposited or alternatively how it was expended. Of the remaining \$31,198.34, he has presented no documentation to support how he alleged this sum was expended; and \$10,937.16 of the \$31,198.34 appears to have been expended for non-marital purposes. See items marked with "✓" on **Exhibit B** attached hereto and incorporated by reference.

13. Petitioner's investigation continues and she reserves the right to supplement her Notice of Dissipation.

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Attorney for Petitioner

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