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## ATTORNEYS AT LAW



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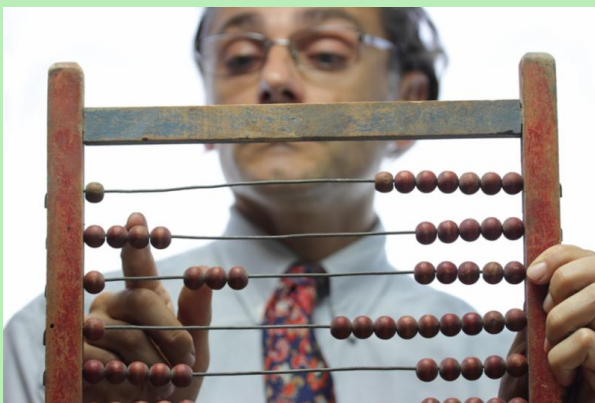
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## Modification of Maintenance Upon Retirement



The First District Appellate Court in Illinois recently heard a case regarding a request to modify maintenance. In *IRMO: Marquez*, husband was ordered to pay \$13,000.00 per month in maintenance to wife at the time the parties' were divorced. The first year of maintenance was non-modifiable. After a few years, husband filed a petition to modify the maintenance amount. The basis for his request to modify his maintenance payments was the fact that he would be retiring. In order for a court

to modify the maintenance payments, the court must first find that there has been a substantial change in circumstances.

There are several factors for the court to consider in determining whether a party's retirement will constitute a substantial change in circumstances. The court must consider whether the party has sufficient assets to continue to meet the maintenance obligation, even after retirement. A reduction in income resulting from retirement alone is not a substantial change in circumstances. In this case, husband did not offer enough evidence to the court to prove that he did not have the financial ability to continue to make the

maintenance payments as ordered at the time of the dissolution of marriage.

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