

APPELLATE COURT OF ILLINOIS, SECOND DISTRICT

In re Marriage of Oberweis

2026 IL App (2d) 240705 · No. 2-24-0705 · Decided June 10, 2026

SUMMARY

The Illinois Appellate Court, Second District, affirmed a trial court judgment finding that Jennifer Oberweis was cohabiting with Shawn Hanke in a relationship constituting a de facto marriage under the parties’ marital settlement agreement, warranting a reduction in maintenance. The court also affirmed the denial of Joseph Oberweis’s motion to modify maintenance based on changed financial circumstances and held that his challenge to a discovery ruling was moot. The order was issued under Illinois Supreme Court Rule 23(b) and is generally nonprecedential under Rule 23(e)(1).

CASE DETAILS

COURT	Appellate Court of Illinois, Second District
WRITING FOR THE COURT	Presiding Justice Kennedy; Justice McLaren; Justice Schostok
JURISDICTION	Illinois Appellate Court, Second District
DECIDED	June 10, 2026
DOCKET	2-24-0705
DISPOSITION	affirmed
PROCEDURAL POSTURE	Postdecree appeal from a declaratory judgment modifying maintenance under the parties' marital settlement agreement, together with a cross-appeal challenging a discovery ruling and denial of a motion to modify maintenance.
STANDARD OF REVIEW	Contract interpretation is reviewed de novo. Whether a relationship constitutes a de facto marriage or cohabitation is reviewed under the manifest-weight-of-the-evidence standard. A decision on modification of maintenance is reviewed for abuse of discretion.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Jennifer L. Oberweis, n/k/a Jennifer L. Hartman, Joseph S. Oberweis, on cross-appeal v. Joseph S. Oberweis, Jennifer L. Oberweis, n/k/a Jennifer L. Hartman, on cross-appeal

TOPICS

spousal support

contract interpretation

dissolution of marriage

mootness

appellate procedure

PRACTICE AREAS

family law

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QUESTIONS PRESENTED

1. Whether the marital settlement agreement required actual physical co-residence and a literal combination of households before cohabitation could trigger maintenance modification.
2. Whether the evidence supported the trial court's finding that Jennifer and Hanke were cohabiting on a continuing conjugal basis and had a de facto marriage.
3. Whether Joseph's challenge to the redaction of text messages was moot after the cohabitation ruling.
4. Whether Joseph established a substantial change in circumstances warranting modification of his maintenance obligation.

HOLDINGS

1. The marital settlement agreement did not require a specific finding that Jennifer and Hanke lived together in one residence. Its reference to actual physical, residential cohabitation and a combination of households had to be read together with the provision requiring consideration of any other factors then existing at law.
2. The evidence was sufficient to establish by a preponderance of the evidence that Jennifer and Hanke were cohabiting under the marital settlement agreement and had been involved in a de facto marriage since November 2021. The trial court's finding was not against the manifest weight of the evidence.
3. The cross-appeal challenging the redaction of text messages was moot because the court's cohabitation finding independently resolved the maintenance issue.
4. The trial court did not abuse its discretion in denying Joseph's motion to modify maintenance because he failed to establish that his financial circumstances required modification; the evidence showed that he had substantial assets and current and future ability to pay.

KEY QUOTATIONS

“An MSA is a contract, subject to the usual rules of contract interpretation.” (¶ 53)

“In determining whether the party has met his or her burden, “a court looks to the totality of the circumstances and considers the following nonexhaustive list of factors: (1) the length of the relationship; (2) the amount of time spent together; (3) the nature of the activities engaged in; (4) the interrelation of personal affairs (including finances); (5) whether they vacation together; and (6) whether they spend holidays together.”” (¶ 68)

“Intimate dating relationships have companionship and exclusive intimacy, whereas marriage-like relationships, while likewise having companionship and exclusive intimacy (not necessarily sexual but such that the former spouse does not engage in a similar relationship with a third person), also have a deeper level

of commitment, intended permanence, and, unless reasonably explained, financial or material partnership (which would most commonly come in the form of a shared household).” (¶ 70)

FACTUAL BACKGROUND

Jennifer and Joseph divorced in 2018 under a marital settlement agreement requiring Joseph to pay maintenance and providing that maintenance could be modified according to a formula if Jennifer cohabited on a continuing conjugal basis. Jennifer maintained a separate residence and separate finances from Shawn Hanke, but their exclusive relationship lasted for years, Hanke moved from Colorado to Illinois, spent substantial time at Jennifer's home, traveled and celebrated holidays with her and her children, and assumed a significant caretaking role. The trial court found that the relationship constituted a de facto marriage beginning in November 2021 and modified maintenance under the agreement. Joseph later became voluntarily unemployed after selling his interest in Oberweis Dairy, but retained substantial assets and continued substantial spending, leading the trial court to deny his separate motion to modify maintenance.

PROCEDURAL HISTORY

The parties' 2018 judgment for dissolution incorporated a marital settlement agreement providing for maintenance and a formula for modification if Jennifer cohabited. Joseph sought a declaratory judgment that Jennifer was cohabiting with Shawn Hanke and separately moved to modify maintenance based on an alleged substantial change in his financial circumstances. After a three-week trial, the circuit court found a de facto marriage beginning in November 2021, applied the contractual maintenance formula, denied Joseph's separate motion to modify maintenance, and entered an agreed Rule 304(a) finding. Jennifer appealed, and Joseph cross-appealed.

DISPOSITION

affirmed

CASES CITED

- Blum v. Koster, 235 Ill. 2d 21 (2009)
- In re Marriage of Scarp, 2022 IL App (1st) 210711, ¶ 11
- Kehoe v. Commonwealth Edison Co., 296 Ill. App. 3d 584 (1998)
- Air Safety, Inc. v. Teachers Realty Corp., 185 Ill. 2d 457, 462 (1999)
- Western Illinois Oil Co. v. Thompson, 26 Ill. 2d 287, 291 (1962)
- In re Marriage of Kiferbaum, 2014 IL App (1st) 130736, ¶ 20
- Lamb-Rosenfeldt v. Burke Medical Group, Ltd., 2012 IL App (1st) 101558, ¶ 21
- Fender v. Town of Cicero, 347 Ill. App. 3d 46, 51 (2004)
- In re Marriage of Petrik, 2012 IL App (2d) 110495, ¶ 38
- People v. Thomas, 364 Ill. App. 3d 91, 97 (2006)
- In re Detention of Powell, 217 Ill. 2d 123, 132 (2005)
- In re Marriage of Herrin, 262 Ill. App. 3d 573, 576-78 (1994)

- In re Marriage of Susan, 367 Ill. App. 3d 926, 929 (2006)
- In re Marriage of Miller, 2015 IL App (2d) 140530, ¶¶ 40, 46, 48, 50, 60-61, 65-70
- In re Marriage of Nord, 402 Ill. App. 3d 288, 294 (2010)
- In re Marriage of Larsen, 2023 IL App (1st) 230212, ¶¶ 109-110
- In re Marriage of Walther, 2018 IL App (3d) 170289, ¶ 27
- In re Marriage of Shulga, 2019 IL App (1st) 182028, ¶ 23
- In re Marriage of Hoffman, 264 Ill. App. 3d 471, 475 (1994)
- In re Marriage of Tutor, 2011 IL App (2d) 100187, ¶ 13
- Foxfield Realty, Inc. v. Kubala, 287 Ill. App. 3d 519, 524 (1997)
- In re Marriage of Miller, 2024 IL App (3d) 230098, ¶¶ 71-74
- In re Marriage of Churchill, 2022 IL App (3d) 210026, ¶ 40
- In re Marriage of Sappington, 106 Ill. 2d 456, 467 (1985)
- In re Marriage of Logston, 103 Ill. 2d 266, 287 (1984)
- In re Marriage of Osseck, 2021 IL App (2d) 200268, ¶ 49
- In re Marriage of Stoker, 2021 IL App (5th) 200301, ¶ 76