Circuit Court for Anne Arundel County
Case No. C-02-CV-23-002427

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 448

September Term, 2024

IN RE: THE ESTATE OF JOHN REGAN

Friedman,
Ripken,
Kehoe, S.,

JJ.

Opinion by Ripken, J.

Filed: June 13, 2025

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

This appeal arises from a claim filed by Evelyn M. Hollis ("Hollis"), appellant, against the Estate of John Joseph Regan ("the Estate"), appellee. The personal representative of the Estate, Laura Elizabeth Regan, disallowed the claim. Thereafter, Hollis filed a "Petition for Allowance of the Disallowed Amount" in the Orphans' Court for Anne Arundel County. Following a hearing on July 11, 2023, the Orphans' Court issued a written memorandum opinion and order upholding all but one of Hollis' claims. The personal representative appealed to the Circuit Court for Anne Arundel County. Following a *de novo* hearing, the circuit court granted the personal representative's motion for judgment, thereby vacating the decision of the Orphans' Court and denying the claim filed against the Estate. This timely appeal followed.

ISSUE PRESENTED

The sole issue presented for our review is whether the circuit court erred in granting the motion for judgment and denying the claim filed against the Estate.[1] For the reasons set forth below, we shall affirm.

FACTUAL BACKGROUND

Hollis and the decedent, John Joseph Regan ("Regan"), were married in April of 1970. They had three children together: Jennifer Regan, Christina Regan, and Shawn

[1] Rephrased from:

> Was the Circuit Court denial of the Claim of the Appellant/Petitioner legally correct without her Claim being proven untrue as to the equitable tolling for the provisions of the Divorce Decree including the Judgment, delinquent child support, nonpaid medical bills and that there was no life insurance policy at the time of the death of John Joseph Regan?

Regan.[2] Hollis and Regan separated in October of 1975, and thereafter, on March 16, 1976, they entered into a settlement agreement. Several years later, in April of 1979, the Circuit Court for the City of Hampton, Virginia, entered a decree of divorce *a vinculo matrimonii*. The divorce decree "adopted, ratified, confirmed . . . approved . . . and incorporated by reference as a part of [the] decree" Hollis and Regan's settlement agreement.

The Virginia court awarded custody of the three children to Hollis and "the right of reasonable visitation" to Regan. Regan was ordered to pay child support in the amount of $500 per month beginning on April 1, 1976 and continuing until the later of each child's emancipation or graduation from college, but not extending beyond each child's twenty-fifth birthday. The court also ordered Regan to pay one-half "of all reasonable and necessary extraordinary medical and dental and drug expenses of each child, in addition to the regular support payments, including but not limited to orthodontic care and extraordinary illnesses not covered by major medical and hospitalization insurance." Hollis was to pay the "costs of normal doctor and dental appointments, and normal drug bills[.]"

The Virginia court found that Regan was delinquent in his child support payments as provided for in the settlement agreement. That court entered judgment against Regan in the amount of $14,000, "with interest from the date herein, at eight per cent (8%) per annum, as provided by law, which said judgment shall be a lien on [Regan's] real estate, wherever located." In addition, the court ordered "that the award for the support and maintenance of [the children], payable in future installments shall be a lien upon [Regan's]

[2] Because Hollis' children share a last name with the decedent, we refer to them by first names. In so doing, this Court intends no disrespect.

real estate, wherever located." Consistent with the settlement agreement, the court ordered that Regan was to secure a life insurance policy as follows:

> It is further ORDERED that [Regan] keep in force that certain life insurance policy with The Hartford Insurance Company, policy for $25,000.00 face amount for the benefit of [the children]. [Regan] shall maintain such insurance for the benefit of the minor children of the parties, and pay the premiums thereon in addition to other support payments provided in this order. In the event any part of the insurance is cancelled or [Regan] and his dependents are for any reason discontinued as beneficiaries thereof, [Regan] shall procure substantially [similar] other insurance coverage for the minor children of the parties. If [Regan] fails to maintain the aforesaid policy, his estate shall be liable to the said children for the value of the policy at the time of [Regan's] death, and such claim shall be payable in a lump sum at the time of the death of [Regan].

Regan died on November 15, 2021. On January 11, 2022, Hollis filed a claim against his estate alleging that he did not fully comply with the obligations set forth in the divorce decree. She sought payment of the $14,000 money judgment; interest of eight percent (8%) from April 1, 1979 through December of 2021, in the amount of $47,895; unpaid child support from April 1, 1979 through April 30, 1998, in the amount of $114,500; $25,000 for the life insurance policy; and $2,630 for orthodontia-related expenses for two of the children. Hollis acknowledged that Regan was entitled to a credit of $7,040 for child support payments that were made between 1979 and 1985. The personal representative of the Estate disallowed the claim.

The Orphans' Court Proceeding

Hollis filed a petition for allowance of the disallowed amount in the Orphans' Court. Subsequent to a hearing, the Orphans' Court entered a written memorandum and opinion

in which the court noted that the parties agreed that Virginia law applied to the case. The Orphans' Court determined that Hollis' claim was not filed within the time permitted by the statute of limitations, that application of the statute of limitations "would cause a gross injustice[,]" and that the doctrine of equitable tolling applied so as to allow Hollis' claim. The Orphans' Court ordered that Hollis' claims for the $14,000 judgment, interest on the judgment, unpaid child support, and orthodontia-related expenses were upheld. The Orphans' Court denied the claim for the life insurance, reasoning that its purpose in the agreement was to replace payment of child support if Regan died prior to the children reaching the age of emancipation.

The personal representative of the Estate appealed to the Circuit Court for Anne Arundel County and a *de novo* hearing was held on April 5, 2024.

The Circuit Court Hearing

At the hearing, Hollis testified that after she and Regan signed their separation agreement, she did not hear from him until 1979. Hollis indicated that at that time, Regan wanted a divorce. Hollis testified that she agreed to the divorce if Regan agreed to pay $500 in attorneys' fees, which he did. According to Hollis, Regan had a college education and worked as a salesman, selling cars and boats. Hollis lived in Virginia and worked for attorneys from 1965 until approximately December of 1986. In 1987, Hollis remarried and moved to Arkansas where she worked for "companies" and "for some attorneys" for approximately four or five years. She last worked for an attorney in 2005.

Hollis testified that whenever she asked Regan about the unpaid child support, he "would say that once he made it that he would pay the back support." Hollis "heard that

for years[.]" Regan did make some child support payments, always in cash. In 1979, he paid $800; in 1980, he paid $500; in 1983, he paid $990; in 1984, he paid $2,750; and, in 1985, he paid $2,000, for a total amount of $7,040. After Hollis remarried, Regan made no further child support payments. Hollis also said that Regan did not pay for half the cost of the children's orthodontia as specified in the settlement agreement and divorce decree. As for life insurance, Hollis explained that they had a "policy for [$]25,000" which was meant to help pay for their mortgage if something happened to Regan. Hollis asserted that the policy "had nothing to do with the child support."

Hollis testified that Regan did not send birthday or Christmas gifts to his children, and did not contribute to the cost of those items, but he would occasionally call Hollis and ask to see the children. Hollis never said no "because my kids love their dad" and she "never wanted to teach them any different." At one point, Regan lived in Hampton, Virginia, where he had a child, Brandie, from another relationship. Thereafter, Regan remarried and had two children from that relationship. "Once in a while," Regan gave one of the children from his first marriage his phone number, but according to Hollis, "every time we tried to call it, it was always disconnected." Hollis indicated she was largely unaware of Regan's whereabouts. However, she believed that Regan moved from place to place and never purchased a home prior to moving to Annapolis. Hollis noted that for a period of five years, Regan did not have contact with his mother, and Hollis therefore could not learn of his whereabouts from his family. According to Hollis, Regan did not tell her that he had purchased a townhouse in Annapolis where he was living at the time of his death.

Hollis agreed during cross examination that as a result of her work as an office manager for a law firm in Virginia, she was familiar with the process of recording a lien. Although she had a judgment lien against Regan, she said she "didn't think he ever had property" and thus did not believe she was able to record a lien on his property. On one occasion, Regan "slipped and said where he worked." An attorney then helped Hollis get a "garnishment on [Regan's] wages." Hollis testified that she collected one full month and one partial month of child support before Regan left that job. Hollis believed that the amount she received from the garnishment was considered by the Virginia court that granted the divorce when that court found that Regan had child support arrears in the amount of $14,000.

Hollis testified that she never knew Regan's address, although she got several addresses from her children and found several addresses on the internet. She never looked into any land or tax records because she "did not have the money or the means . . . to find out where he was at." Nor did she ever record a judgment in a county where Regan lived.

Jennifer Regan Garcia testified that her father, Regan, separated from her mother in 1975 when she was three years old. Her father moved around a lot and her contact with him was "sporadic" through the years. When she was seven or eight years old, she visited him in Richmond, Virginia. After she graduated high school in 1990, she visited with him and stayed in a hotel. Jennifer recalled that at that time, Regan was dating Alison Fisher, who he later married. In approximately 1994, when Jennifer was in college, she visited her father in Annapolis, where he was living at that time. The following year, Regan attended Jennifer's wedding. The wedding invitation was sent to the home of Jennifer's paternal

grandmother. Jennifer testified that as far as she knew, Regan lived in the Annapolis area consistently from at least 1995 until he died in 2021.

Jennifer further testified that in 2002, Regan and his daughter Brandie visited Jennifer after the birth of her son. Jennifer's children met both her paternal grandmother and Regan. Jennifer visited with her father "more frequently" beginning in 2017. In 2018, Jennifer and her sister saw their father at a birthday party for their paternal grandmother and the following year they saw their father in Philadelphia. Jennifer testified that her family never knew about any property owned by her father.

Jennifer's sister, Christina Regan, testified that she spent approximately two months with Regan in 1991. She believed that he was married to Fisher at that time and, as far as she knew, they lived in a rental property with Fisher's child and Brandie. At that time, Regan was "selling boats." According to Christina, Regan worked "for several companies" and later "worked for himself." Every time she saw Regan, he lived at a different address. Christina brought her child to visit Regan in 2012 and they stayed for a few days in the townhouse in Annapolis where Regan was living at the time of his death. Christina did not know if Regan rented or owned the townhouse.

According to Christina, her mother and siblings "never knew when" they would see Regan. At some point, per Christina's testimony Regan's mother did not know where her son was living. On one occasion, Hollis surprised Regan's mother by inviting her over at a time when Regan was visiting. Christina explained:

> So it's not that we didn't see him, but we just never knew when we'd see him. We'd see him, you know, one time here and it might be three years, it

> might be three months, it might be five years, it might be five days. We never knew.

The Circuit Court's Ruling

At the close of the evidence, the personal representative requested that judgment be entered in favor of the Estate. The circuit court granted the motion. The court found that there was no evidence whether Regan maintained a life insurance policy. Addressing the medical expenses and orthodontia expenses for the children, the court also stated that there was not sufficient evidence to indicate the expenses incurred or whether Regan had made any payments. The court found that even using Virginia's twenty-year statute of limitations, which is "more generous" than Maryland's twelve-year statute of limitations, Hollis' claims for unpaid child support and orthodontia-related expenses were time-barred. The court rejected Hollis' argument that equitable tolling applied to permit her claim, stating:

> In this case, the public policy reason, I think, boils down to this. There is no question in my mind that Mr. Regan did not do right by his ex-wife or by his children from his first marriage. There's no question about that. But some years later, what would it be, 40-plus years later from 1979, there's no reason why his heirs that he has now should suffer for his wrongs committed 30, 40, 50, 20 years ago.

The court entered a written order memorializing its rulings on April 15, 2024. This timely appeal followed.

DISCUSSION

THE CIRCUIT COURT DID NOT ERR IN GRANTING THE ESTATE'S MOTION FOR JUDGMENT.

A. Party Contentions

Hollis contends that the evidence adduced at trial should support the application of equitable tolling to her claims against the Estate. Hollis asserts that even through use of due diligence, she was not able to discover that Regan owned real property until after his death. Hollis contends that, due to Regan's frequent moves and concealment of information regarding his employment, she and her children were not able to learn of a stable address or place of employment.

The Estate contends that the circuit court was correct in finding that Hollis' claims are time-barred. The Estate argues that the claim for orthodontia-related expenses is both time-barred and lacks sufficient evidence in the record. The Estate further contends that the provision of the order concerning Regan's life insurance lapsed after Hollis' children reached their age of emancipation. Finally, the Estate contends that, while the evidence demonstrates some difficulties Hollis had in enforcing the judgment, it did not amount to wrongful conduct on the part of Regan such that equitable tolling would be appropriate.

B. Standard of Review

Circuit courts hear appeals from orphans' courts *de novo* pursuant to section 12-502 (a)(1)(ii) of the Courts and Judicial Proceedings ("CJP") Article of the Maryland Code (1973, 2020 Repl. Vol.). CJP section 12-502(a)(1)(iii) provides that the *de novo* appeal

"shall be treated as if it were a new proceeding and as if there had never been a prior hearing or judgment by the orphans' court."

This appeal comes to us from the circuit court's grant of a motion for judgment in favor of the Estate. "A party may move for judgment on any or all of the issues in any action at the close of the evidence offered by an opposing party[.]" Md. Rule 2-519(a). In a bench trial, the court, as trier of fact, may grant a defendant's motion for judgment at the close of the plaintiff's case or "may decline to render judgment until the close of all the evidence." Md. Rule 2-519(b). "[A] trial judge in a bench trial considering a Rule 2-519 motion for judgment 'is not compelled to make any evidentiary inferences in favor of the party against whom the motion for judgment is made.'" *Saxon Mortg. Servs., Inc. v. Harrison*, 186 Md. App. 228, 262 (2009) (quoting *Bricker v. Warch*, 152 Md. App. 119, 135–36 (2003)).

We review the factual findings of the trial court for clear error. In making its findings, the court may "evaluate the evidence as though [it] were the jury, and to draw [its] own conclusions as to the evidence presented, the inferences arising therefrom and the credibility of the witnesses testifying." *Bricker*, 152 Md. App. at 135–36 (internal quotation marks and citations omitted). "A trial court's factual findings are not clearly erroneous as long as they are supported by any competent material evidence in the record." *Saxon Mortg. Servs.*, 186 Md. App. at 262 (citing *Figgins v. Cochrane*, 403 Md. 392, 409 (2008)). We review the circuit court's conclusions of law without deference. *Id. See also Cattail Assocs., Inc. v. Sass*, 170 Md. App. 474, 486 (2006).

The circuit court's decision whether to toll the statute of limitations is one of equity. We review the trial court's balancing of the equities in a particular case for an abuse of discretion. *Royal Inv. Grp., LLC v. Wang*, 183 Md. App. 406, 440 (2008). An abuse of discretion occurs "where no reasonable person would take the view adopted by the [court]" or when the court "acts 'without reference to any guiding principles.'" *Alexander v. Alexander*, 252 Md. App. 1, 17 (2021) (quoting *Wilson v. John Crane, Inc.*, 385 Md. 185, 198–99 (2005)).

C. Analysis

i. Hollis' claims were time-barred.

The judgment Hollis sought to enforce was obtained in Virginia. The circuit court was presented with the initial question of whether the Virginia or Maryland statute of limitations for the enforcement of judgments should apply. The parties both asserted that Virginia law should apply. The circuit court applied Virginia law, noting that Virginia's statute of limitations was "more generous than the Maryland statute[.]"[3] At the time Hollis filed her claim against the Estate, section 8.01-251 of Virginia's Annotated Code provided that no action could be brought to enforce a judgment "after 20 years from the date of such judgment or domestication of such judgment[.]"

[3] Neither party has challenged this decision on appeal, therefore we will not review it. We note that in Maryland, CJP section 5-102 provides that an action to enforce a judgment "shall be filed within 12 years after the cause of action accrues[.]" *Id.* at 5-102(a). As this provides a shorter time limitation than that provided by Virginia law, any enforcement action time-barred by the Virginia statute of limitations would also be time-barred in Maryland.

Claims for Arrearages and Child Support

The parties acknowledge that the judgment for child support arrears in the amount of $14,000 plus interest was entered on April 2, 1979, at the time the divorce was granted, nearly 43 years before Hollis filed her claim against the Estate. Under the Virginia twenty-year statute of limitations, the limitations period for that judgment expired in 1999. Hollis also sought recovery of unpaid child support payments ordered prospectively pursuant to the divorce decree for the period between 1979 and 1998, the year when Shawn, the youngest child, graduated from college. Virginia law provides that each child support installment payment "[becomes] a judgment on the date such payment [is] due if it was not paid." *Adcock v. Virginia ex rel. Houchens*, 282 Va. 383, 389–90 (2011).[4] In *Adcock*, the Supreme Court of Virginia held that "the judgments created as a result of a payor failing to make payments on the date ordered by an ongoing [child] support order are limited in their enforcement to 20 years from the date each such missed payment becomes a judgment by operation of law, unless a statutorily authorized extension is obtained." *Id.* at 390 (footnote omitted).

Regan was ordered to pay child support until each child was either emancipated or graduated from college, but not past the age of twenty-five. Shawn, the youngest of Hollis' children, was born in 1975 and thus turned twenty-five in 2000. At the hearing, counsel for

[4] Similarly, while Maryland does not construe each unpaid support installment to be a separate final judgment, it is well-established that "the statute of limitations begins to run against each installment of support payments from the date on which it accrues." *Bradford v. Futrell*, 225 Md. 512, 524 (1961); *see also Miller v. Miller*, 70 Md. App. 1, 22 (1987) ("[T]he arrearages that the wife could recover are those for which the twelve[-]year statute of limitations has not yet run.").

the Estate asserted that Shawn graduated college in 1998, an assertion Hollis did not contradict. Hollis' claim for unpaid child support was therefore filed at minimum twenty-two, and likely twenty-four, years after the last installment was due. The circuit court did not err in finding that Hollis' claims for arrearages and child support were time-barred.

Claim for Orthodontic Care

Pursuant to the divorce decree, Regan was required to pay one-half of the cost of "orthodontic care . . . not covered by major medical and hospitalization insurance." Hollis claimed expenses pertaining to orthodontic care for Jennifer and Christina in the amount of $2,630; however, she failed to provide invoices, insurance information, or other evidence to support that claim. Moreover, she testified that the expenses were incurred "around 1983 maybe," in "'81, something like that[,]" "or in the first of the '80s." Assuming, *arguendo*, that the expense was incurred in 1983, Hollis' claim against the Estate was filed 39 years later, well beyond Virginia's twenty-year limitations period. The circuit court did not err in finding that the claim for orthodontic care was time-barred.

Life Insurance Policy

As set forth, *supra*, the divorce decree required Regan to maintain a then-extant life insurance policy in the amount of $25,000. The divorce decree provided that if Regan failed to maintain the life insurance policy, "his estate shall be liable to the said children for the value of the policy." The circuit court found that there was "not sufficient evidence in the record from which the [c]ourt can conclude that [Regan] either did or did not maintain the policy." The court found that the evidence showed that at the time Regan died, there was no life insurance policy. The court declined to assume that Regan failed to maintain the

policy or that he maintained it until his children were no longer minors or no longer in college.

The Estate asserts that the life insurance policy was intended to benefit the parties' children while they were minors. The divorce decree provided Regan "shall maintain such insurance *for the benefit of the minor children*," referred to the beneficiaries of the policy as Regan "and *his dependents*," and reiterated that if the policy were discontinued, Regan must "procure substantially similar other insurance coverage *for the minor children of the parties*." (emphasis added). The plain language of the decree therefore makes clear that the life insurance policy was intended to benefit the children while they were minors. The provision which provides that Regan's estate shall be liable in the event he did not maintain the policy is not inconsistent with the intent to benefit the parties' minor children. Further, even were we to construe the requirement to provide life insurance as intended to benefit the children after they reached the age of majority, none of Hollis' children filed a claim against the Estate. Hollis could not enforce a claim based on an obligation not intended to benefit her. *See, e.g.*, *Wm. T. Burnett Holding LLC v. Berg Bros. Co.*, 235 Md. App. 204, 220 (2017) (holding that a party who was not an intended beneficiary of a contract had no standing to enforce the contract). The circuit court did not err in granting judgment in favor of the Estate.

ii. The circuit court did not abuse its discretion in denying Hollis' request to toll the statute of limitations.

The next issue before us is whether the circuit court abused its discretion in refusing to apply the doctrine of equitable tolling. Statutes of limitations "are subject to equitable

tolling, a doctrine that 'pauses the running of, or "tolls," a statute of limitations when a litigant has pursued his [or her] rights diligently but some extraordinary circumstance prevents him [or her] from bringing a timely action.'" *CTS Corp. v. Waldburger*, 573 U.S. 1, 9 (2014) (quoting *Lozano v. Montoya Alvarez*, 572 U.S. 1, 10 (2014)). Both Maryland and Virginia recognize the doctrine of equitable tolling of statutes of limitations.

In *Ademiluyi v. Maryland State Board of Elections*, the Supreme Court of Maryland explained that

> 'equitable tolling seeks to excuse untimely filing by an individual plaintiff[,] and is generally applicable where the plaintiff has been induced or tricked by the defendant's conduct into allowing the filing deadline to pass.' . . . Stated otherwise, for equitable estoppel to toll a statute of limitations, a plaintiff must show that there was some wrongful conduct on the part of the defendant that prevented the plaintiff from asserting his or her claim.

Ademiluyi, 458 Md. 1, 31–32 (2018) (quoting *Adedje v. Westat, Inc.*, 214 Md. App. 1, 13 (2013)). Similarly, the Supreme Court of Virginia has "long recognized that equity will toll a statute of limitations under certain 'extraordinary circumstances.'" *Birchwood-Manassas Assocs., LLC v. Birchwood at Oak Knoll Farm, LLC*, 290 Va. 5, 7 (2015) (quoting *Brunswick Land Corp. v. Perkinson*, 153 Va. 603, 608 (1930)). Extraordinary circumstances have been found "(1) where fraud prevents a plaintiff from asserting [his or her] claims, or (2) where the defendant has by affirmative act deprived the plaintiff of his [or her] power to assert his [or her] cause of action in due season." *Birchwood-Manassas*, 290 Va. at 7 (internal quotation marks and citations omitted). When considering whether to allow equitable tolling, courts must bear in mind that "any invocation of equity to relieve the strict application of a statute of limitations must be guarded and infrequent, lest

circumstances of individualized hardship supplant the rules of clearly drafted statutes." *Chao v. Va. Dept. of Transp.*, 291 F.3d 276, 283 (4th Cir. 2002) (internal quotation marks and citations omitted).

In this case, there is no evidence that Regan induced Hollis not to seek enforcement of the divorce decree, engaged in fraud, or affirmatively acted to deprive her of the power to assert her claims prior to the running of the limitations period. The evidence presented demonstrated that in the years following the parties' separation, Regan moved to various locations and, for some period of time, was self-employed. Nevertheless, Hollis was able to garnish his wages on one occasion. Although Hollis testified that she never knew Regan's address, there was evidence that her children visited Regan on several occasions at various addresses, including in Maryland. Jennifer testified that Regan was living in the Annapolis area in 1994 when she was in college. She acknowledged that, as far as she knew, Regan lived in the Annapolis area consistently from 1995 until he died and, in 1998, he bought the townhouse where he lived at the time of his death. In her brief before this Court, Hollis acknowledged that her children visited Regan in Maryland at various times in 1988, 1991, 1992, 2012, 2017, and 2018. At no time did Hollis check the land records in Anne Arundel County. Nor did she attempt to file the judgment in Maryland pursuant to the Uniform Enforcement of Foreign Judgments Act, CJP § 11-801 *et seq*., or file an action to enforce the judgment. *See* CJP § 11-805(b) ("The judgment creditor retains the right to bring an action to enforce a judgment instead of proceeding under this subtitle.").

Although Hollis testified that her efforts to enforce the judgment were hampered by Regan's frequent moves, his lack of contact with her, and her lack of funds, the circuit

court did not find those reasons to be sufficiently compelling to warrant application of the doctrine of equitable tolling. The circuit court found that although Regan's conduct "did not do right by" Hollis or her children, the public policy considerations weighed against tolling the statute of limitations. Because the circuit court acted reasonably and in accordance with articulated guiding principles, the court did not abuse its discretion in determining that the evidence presented by Hollis did not warrant application of the doctrine of equitable tolling. *See Alexander*, 252 Md. App. at 17.

JUDGMENT OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY AFFIRMED; COSTS TO BE PAID BY APPELLANT.