Circuit Court for Prince George's County
Case No. C-16-FM-23-006178

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1762

September Term, 2025

YVONNE ADAMA GROSS

v.

ELIJAH NAMON GROSS, JR.

Nazarian,
Zic,
Beachley, Donald E.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Beachley, J.

Filed: May 29, 2026

*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).

Yvonne Gross ("Wife") appeals from the October 1, 2025 Judgment of Absolute Divorce issued by the Circuit Court for Prince George's County. Many of the issues raised in the divorce proceeding were resolved in a Consent Order dated October 2, 2025, and entered on October 9, 2025. The remaining issues, all related to the parties' finances, were decided by the court after an evidentiary hearing.

Wife presents eight questions for our review,[1] which we have reordered and

[1] Wife presented the following questions in her brief:

> 1. Did the trial court err, or abuse its discretion, when it ordered the monetary award of $25,000 to Appellee, in the judgment of absolute divorce, when the trial court had not addressed the true financial status of the parties?
>
> 2. Did the trial court err, or abuse its discretion, when it valued the 401(k) and pension accounts for both parties, decreasing the accounts held by Appellee and increasing the accounts held by Appellant?
>
> 3. Did the trial court err, or abuse its discretion, when it declined to consider the stock held by Appellee in its calculation, or other income of Appellee, as contended by Appellant's closing argument?
>
> 4. Did the trial court err, or abuse it discretion, when it declined to consider the refinances of the marital home conducted by Appellee in its calculation of the financial status of Appellee?
>
> 5. Did the trial court err, or abuse its discretion, when it refused Appellant's withdrawal of her consent–to the "consent" property and custody order–especially when Appellant's withdrawal was communicated to the trial court expressly and on the record?
>
> 6. Did the trial court err, or abuse its discretion, when it ordered child support at an amount in contravention to the child support guidelines regarding income evidence of Appellee?
>
> 7. Did the trial court err, or abuse its discretion, when it denied

consolidated into five questions:

1. Did the court abuse its discretion when it found Wife's testimony not credible?

2. Did the court err when it refused to allow Wife to withdraw her consent to the partial settlement agreement?

3. Did the court abuse its discretion when it denied Wife's motion to present witnesses?

4. Did the court abuse its discretion when it denied Wife's motion to continue the August 28, 2025 hearing?

5. Did the court err in its identification and valuation of marital property and its determination of Husband's income?

For the reasons to be discussed, we shall affirm.

FACTS AND PROCEEDINGS

The parties were married in October 2008. Their three children were 13, 15, and 17 years old at the time of the divorce. Although the parties began living separately within the marital home in 2021, Husband did not move out until August 2024. Husband filed a complaint for divorce on August 21, 2023. Wife filed a counter-complaint on May 8, 2024.

On April 11, 2025, a hearing was held before the Family Magistrate, which resulted in a pendente lite order. The order related primarily to child custody and access, and

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Appellant's motion for leave of court to present witness testimony at the August 28, 2025 trial?

8. Did the trial court err, or abuse its discretion, when it refused to continue the August 28, 2025 trial for at least 14 days to allow Appellant to make a full recovery of her medical condition, affecting her due process rights?

ordered Husband to pay $2,166 per month in child support.

The merits hearing spanned four days from June to August 2025. On June 11, 2025, the first day of the merits hearing, both parties appeared in person and were represented by counsel. Counsel for the parties announced that the parties had reached a partial settlement, and Husband's counsel read the terms of the agreement into the record. The parties agreed to shared physical and joint legal custody of the children; that Wife would have use and possession of the marital home for twelve months, beginning on June 15, 2025, "provided the property does not further decline into foreclosure"; that Wife would be responsible for the mortgage payments during the period of use and possession; that at the end of the use and possession period, Husband will "buy out [Wife's] equitable interest" in the property; and that the equity in Wife's condo "will be offset from the monetary award that will be made." The parties also agreed to waive alimony and attorney's fees.[2] Husband expressly affirmed on the record that he understood and voluntarily agreed to the terms of the partial settlement. The *voir dire* of Wife as to the terms of the agreement proceeded as follows:

[WIFE'S COUNSEL]: State your name in a loud clear voice.

[WIFE]: Yvonne Adama Gross.

[WIFE'S COUNSEL]: All right. Do you read, write and speak English proficiently enough to understand what everybody is saying in the courtroom?

[WIFE]: Yes.

[WIFE'S COUNSEL]: As you stand before the [c]ourt, are you under the

[2] The parties initially stated that they had agreed to divide their pension accounts on an if, as, and when basis, but later agreed to remove that provision from the settlement agreement.

influence of any drugs, alcohol or prescription medication that would impair your ability to comprehend what is going on?

[WIFE]: No.

[WIFE'S COUNSEL]: Okay. Now, you have heard the terms of the agreement. You have heard from – you heard them recited toward the judge. You heard them recited for your husband. You are voluntarily and knowingly entering into this agreement, correct?

[WIFE]: Yes.

[WIFE'S COUNSEL]: You have to say it loud for the [c]ourt.

[WIFE]: Yes. I –

[WIFE'S COUNSEL]: Okay. All right. Has anyone forced, or coerced you or tricked you to enter into this agreement?

[WIFE]: No.

[WIFE'S COUNSEL]: No? Okay. All right.

[WIFE]: Your Honor, is it okay for me to take another understanding because I don't want to agree when things are not very clear.

[WIFE'S COUNSEL]: So you don't –

[WIFE]: I want my attorney to break it down to me.

[WIFE'S COUNSEL]: You don't – you don't have clarity?

[WIFE]: I don't have clarity.

Wife's counsel then explained the terms of the agreement to her on the record. Unfortunately, due to technical problems with the audio recording in the courtroom, some of counsel's explanation was not able to be transcribed. We reproduce below what was captured in the transcript and what we were able to discern by listening to the recording:

[WIFE'S COUNSEL]: – that – you understand that you are going to be in the home for 12 months. The house is in foreclosure. There is a possibility you would be able to stay in the house (indiscernible) the house in foreclosure, but this agreement allows the judge order you to have exclusive use and possession of that house. You will pay the mortgage.

If the house further goes into – behind payments and goes into foreclosure more rapidly than it could be, maybe you have (indiscernible). Do you understand that?

[WIFE]: (Inaudible.)

[WIFE'S COUNSEL]: So it is almost like stay at your own risk, okay?

This agreement does not provide any provision for alimony. He is not asking for alimony (indiscernible). He is not asking for attorney's fee. You are not asking for attorney's fees.

Your pension and his pension will be equalized and when both of you retire, a QDRO will be in order for the provision of the pension. Do you understand that?

[WIFE]: Yes.

[WIFE'S COUNSEL]: All right. And private school, all parties are agreeing to – that mom – at mom's expense, the children will attend private school and mom will be responsible for the expense. And (indiscernible) transporting the children back and forth. So long as you do not pay the private school, they will be homeschooled (indiscernible). But the other children, as long you pledge that you are not going to put them in a private that is far, far away from (indiscernible) for dad to be able to (indiscernible). You understand?

[WIFE]: (Indiscernible.)

[WIFE'S COUNSEL]: Okay. Yes. He is agreeing to that. He is (indiscernible). Yes.

You understand that there is to be no disparaging remarks? And then both parties (indiscernible).

The court then questioned Husband and Wife:

THE COURT: What the [c]ourt is going to ask both parties . . . you are doing this knowing and voluntary. You understand that . . . this is binding on you as of today. Even if you don't have a paper order, this is the [c]ourt's order as of today because you two have been voir dired on the record and agree.

Do you understand that, Mr. Gross?

[HUSBAND]: Yes.

THE COURT: And you understand and you agree to what has been placed on the record? You fully understand it, correct?

[HUSBAND]: Yes, I do.

THE COURT: And you understand that regarding the alimony, it is a waiver? So you can't come back and say, I changed my mind. You understand that?

[HUSBAND]: Yes.

THE COURT: All right.

And, Ms. Gross, you understand that this is the agreement that will be binding on you as of today? You understand that?

[WIFE]: Yes.

THE COURT: And that you – the alimony is a forever waiver. You can't come back tomorrow and say, [l]ike, I changed my mind. Do you understand that?

[WIFE]: Yes.

THE COURT: And that you are doing this knowing and voluntarily, correct?

[WIFE]: Yes.

THE COURT: And you understand the terms that have been placed on the record that your attorney has gone over, correct?

[WIFE]: Yes, Your Honor.

THE COURT: All right. Thank you.

And you are pleased with your attorney's representation of you thus far, Mr. Gross?

[HUSBAND]: Yes.

THE COURT: She has answered all of your questions?

[HUSBAND]: Yes.

THE COURT: You are pleased with your attorney's representation thus far, Ms. Gross?

[WIFE]: Yes, Your Honor.

THE COURT: And he has answered all of your questions?

[WIFE]: Yes.

Husband then called Wife to testify concerning the remaining issues. Wife was shown statements related to her investment accounts, and confirmed that, as of September 30, 2024, her 401(k) had a balance of $144,276.74. She testified that she took out a total of $40,000 in loans from her 401(k), but only paid back $10,000. She defaulted on the remaining $30,000, and that amount was deducted from her 401(k) balance. A statement was admitted into evidence showing that, as of March 31, 2025, Wife's 401(k) balance was $108,940.04. Wife explained that she suffers from herniated discs in her back, which

forced her to resign from her job as a public school teacher in 2022. Since then, Wife has been receiving unemployment and working as a part-time tutor. She testified that she needed to take loans from her 401(k) to pay for attorney's fees and her children's private school tuition.

During Wife's testimony, the court instructed Wife to answer the questions that were asked, and shortly thereafter told her counsel at a bench conference, "You need to instruct your client to answer the questions. I watched her tap dance a long time and did not intervene. You . . . have done a good job advocating for her, but she is evasive at best. At best. . . . She has not answered any questions and you know it, as a counsel. She has to answer. I mean, she is not answering. . . . I'm having a hard time marking what the exhibits are because she refuses to answer the questions." When the first day of the hearing concluded, Wife was in the middle of being cross-examined by her own counsel. The next hearing was set for July 24, 2025.

On June 17 and July 7, 2025, Wife's counsel filed separate motions to withdraw his appearance. In those motions, he stated: "Ms. Gross has expressed to undersigned counsel that I did not assist her in presenting her full truth about her situation and that my impatient demeanor added unnecessary stress that made it difficult for her to speak up for herself during the merits hearing on June 11, 2025."

On July 14, 2025, Wife filed a pro se motion to discharge counsel, stating: "Counsel has failed to advocate for Defendant's best interests and coerced Defendant into entering a verbal agreement on June 11, 2025, that was not in the best interest of the minor children."

These motions were initially granted on July 17, but the order granting the motions was vacated on July 23, 2025, due to the prejudice that would result from allowing counsel to withdraw in the middle of trial.

The trial resumed on July 24, 2025. Both parties again appeared in person and were represented by counsel. The court began by addressing the motions for withdrawal of Wife's counsel. During this discussion, Wife asserted that her consent to the partial settlement agreement was the result of misrepresentations by Husband's counsel concerning the foreclosure status of the marital home, and being "intimidated and forced" by her own counsel to accept the agreement. She additionally claimed that she did not understand the terms of the agreement. The court took a 40-minute recess to conduct legal research into the issues raised by Wife. After the recess, the court found that "what was *voir dire*-d about was knowing and voluntarily made. There was no evidence of force or coercion or improper influence or undue influence or that [Wife] didn't understand because the [c]ourt wouldn't have made the finding that it was knowing and voluntarily made."

The court ultimately granted the request to discharge Wife's attorney, and continued the hearing until August 21, 2025, to allow Wife time to obtain new counsel. The court stated multiple times that "there are not going to be any continuances after August 21st[,]" and the hearing "will not be continued again. It will be litigated that day."

On July 30, 2025, Wife filed a Motion for Leave to Present Witness Testimony, listing ten witnesses she intended to call at the August 21 hearing. The witnesses included

the parties' children, Wife's mother, family friends, and individuals involved in the children's education and healthcare. The court denied Wife's motion.

On August 18, 2025, Wife filed a motion for continuance, asserting that "her health condition has worsened and requires emergency medical intervention." She asserted that she had a medical procedure scheduled "this week" and was "prescribed medications which impair concentration, cause drowsiness, and prevent her from participating meaningfully in trial proceedings." She requested a continuance of "not less than two . . . weeks" following the procedure. Attached to the motion were an affidavit from Wife, who stated that she had a limited "ability to sit through and engage in demanding court proceedings[,]" and a letter from Dr. Tiffany Russ. Dr. Russ stated that Wife was "scheduled for an interventional procedure" related to her herniated disc, but no date was given for the procedure. Dr. Russ also stated that, "[u]ntil the procedure is completed and adequate recovery has taken place, she should avoid prolonged sitting or standing[.]" Dr. Russ explained:

> Court proceedings typically require extended periods of sitting or standing, limited opportunities for movement, and sustained concentration. At this time, these conditions would likely increase inflammation, delay her healing, and make it difficult for her to maintain focus and participate fully. It is my medical recommendation that Ms. Gross not attend in-person legal proceedings on August 21, 2025. She should first complete her scheduled procedure and allow for a minimum of two weeks of recovery before returning to court, to ensure she can participate without risk to her health.

Notably, Dr. Russ's letter did not mention Wife being on any medication that might impair her ability to participate in court proceedings. The court denied the motion for continuance.

On August 21, 2025, Husband appeared for the hearing in person with counsel. Wife was self-represented and appeared telephonically. Wife claimed that she was not able to understand what the court was saying, and explained that she was in the hospital "under emergency medical care," and was "unable to participate." The court stated that it did not find it credible that Wife was unable to understand what was being said:

> I have turned up the mic where it sounds like I am screaming, but I am not. I have moved closer to the telephone, and she has stopped talking in response to what I'm stating. The [c]ourt does not find it credible that she does not understand or hear what the [c]ourt is saying. . . . [H]owever, the [c]ourt will continue this for one week.

The court rescheduled the hearing for August 28, 2025, and made clear that it would not be granting any further continuances. The court determined that the August 28 hearing should be conducted virtually, allowing Wife to move around or lie down during the hearing as necessary for her medical condition. The court explained that it did not want to continue the hearing any further because it believed that doing so might interfere with its ability to decide marital property issues within the 90-day period required in Md. Code (1984, 2019 Repl. Vol.), § 8-203 of the Family Law Article.

On August 25, 2025, Wife filed an Emergency Motion to Stay Trial and Protect Children's Best Interests. She requested "an emergency stay of trial and enforcement of any proposed 'consent' order submitted by [Husband's] counsel." The motion contained only a brief mention of Wife's medical condition, focusing instead on Wife's assertion that the proposed consent order drafted by Husband's counsel contained "material

discrepancies from the June 11, 2025 record" and "imposed obligations that were never knowingly agreed to."

On August 28, 2025, the merits hearing concluded. Husband appeared virtually with counsel. Wife called into the hearing, rather than logging onto the virtual platform, one hour after it was scheduled to begin. The court did not receive any evidence prior to Wife's appearance. Wife alleged that she was having technical difficulties that caused her to be unable to log onto the virtual platform from any of her devices. Husband's counsel noted that Wife had successfully used the virtual platform on multiple prior occasions, including for mediation and the settlement conference.

The court first addressed Wife's August 25 motion to stay trial, which it treated as a request for continuance. Wife presented argument in favor of the motion, stating that she was scheduled to have surgery on September 2, 2025, and discussed her objections to the partial settlement agreement. The court denied the motion:

> Having heard the arguments of [Wife] and [Husband's] counsel, . . . having considered the motion that was filed by [Wife], the [c]ourt is going to deny the motion to stay. The [c]ourt does not find good cause for that, that the [c]ourt has granted several continuances for [Wife] prior to get an attorney, for medical reasons, and the [c]ourt has to proceed in this matter.
>
> The [c]ourt has to balance the interests of all parties in this matter and . . . the [c]ourt has granted accommodations for [Wife] to be able to participate meaningfully via the last time conference call, calling into the courtroom, this time via Zoom to allow her to participate, and the time before that in person, but to allow her to get an attorney.
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> And the [c]ourt has to balance her interest against the interest of [Husband] and that this has been continued every time over his objection. The [c]ourt does not find good cause . . . to stay these proceedings.

After denying the motion for a continuance, the court asked Wife to resume her cross-examination that began on June 11. Wife's phone was still connected to the virtual platform, but she appeared to be muted. The court stated that it would give Wife two minutes to unmute herself before allowing Husband to move on to his next witness. During those two minutes, Wife's phone disconnected from the virtual platform. The court stated that it would give her an additional minute to log on or call back in. While waiting for Wife to return, the court explained that it had asked the court administrator to sit in on the hearing in case Wife had technical difficulties. When Wife did not reappear after the allotted time, Husband's counsel called Husband to testify. Several minutes later, Wife called back in. She briefly disconnected again shortly thereafter, but otherwise her phone remained connected to the virtual platform throughout the remainder of the hearing. At the conclusion of Husband's direct examination, Wife claimed that she had been having "a lot of technical issues," including being unable to unmute herself to object and not being able to hear a large portion of Husband's testimony. She stated that she had been on the phone with the court clerk because "it kept kicking me in and out." The court responded that it had been receiving updates from "the courtroom team that has been assisting [Wife] with her alleged technical difficulties," and found Wife's claims not credible. The court stated that, during the time when Wife claimed she was not able to hear the proceedings, Wife had called the clerk's office from a different phone than the one she was using to call into the hearing. The court noted that "the clerk notified the court that . . . it could hear the court and the proceedings occurring as she was saying she could not hear it or log in. The clerk

heard it through the telephone[.]" Additionally, Wife appeared to be asking someone for assistance during her cross-examination of Husband, and an unknown male voice was heard in the background. Wife denied that anyone was with her or that she was speaking with anyone.

A joint property statement was entered into evidence indicating that Wife owned several retirement accounts, which the parties agreed were marital property. Husband valued Wife's 401(k) at $194,609.12, which he noted "[i]ncludes amounts dissipated from account," and Wife valued the account at $105,728.77. Both parties valued the stocks owned by Husband at $2,161.70, and agreed that Husband held $19,385.95 in stocks for the children.

Husband testified that he had provided all documentation related to his income and stocks and that his income from all sources was included on his financial statement. During cross-examination, Wife asked Husband several questions related to information on Husband's 2024 tax return, but the tax documents Wife referenced were not marked as exhibits and were never admitted into evidence. Wife asserted that Schedule D of the tax return listed $243,000 in stock transactions by Husband, but Schedule D was never admitted. In response, Husband stated, "There is no 243,000 worth of stocks."

Husband also provided a detailed history of the mortgage on the marital home that is titled in Husband's name. He stated that in June of 2024, the mortgage company placed the loan into forbearance. In November of 2024, "the mortgage was transferred from Wells Fargo to Shellpoint, and Shellpoint continued the forbearance" until June of 2025. Shortly

before the end of the forbearance period, Shellpoint sent Husband a notice of intent to foreclose, explaining that, when the forbearance period ended, the mortgage payments for those twelve months would come due unless the loan was modified. Ultimately, Husband was able to negotiate a modification to prevent foreclosure. During her cross-examination of Husband, Wife asserted that the marital home was refinanced in 2009, 2015, 2018, and 2024 "according to public records." Husband explained that the mortgage was not refinanced on those dates, but was instead transferred between different mortgage companies. Wife did not present any documentation or testimony related to any refinancing of the debt.

Wife testified again concerning the $40,000 loan she took against her 401(k) in 2023 and 2024, but did not mention having subsequently taken out any additional loans or withdrawals from the account. She testified that she purchased a condo in December 2021. According to Wife, half of the money for the downpayment came "from [her] retirement account, and then . . . half of it came from [her] uncle." She did not indicate the amount of the downpayment or provide any further details concerning the source of the funds for the purchase.

The parties submitted written closing arguments. In Wife's closing arguments, filed on September 5, 2025, she calculated Husband's income based on information from his 2024 tax return, including "[m]ore than $230,000" in "Capital Gains/Stock Sales." In a chart comparing the parties' assets, Wife listed her own "Retirement Accounts" as totaling "$50,000 (diminished by withdrawals for family needs)" but provided no explanation as to

how she arrived at that amount. She also asserted that Husband's "non-disclosed funds from multiple refinances of the marital home . . . represent hidden assets that should be considered as part of the marital estate." On September 9, 2025, Wife filed a Motion for Correction of Misstatements in Plaintiff's Closing Submission. Among other things, Wife challenged Husband's assertion that her 401(k) should be valued at $194,609.12, asserting that the "account balance was closer to $100,000."

On September 11, 2025, the court announced its ruling in a virtual hearing. The court first summarized the terms of the consent order, which principally addressed custody and disposition of the marital home upon termination of Wife's use and possession period. The court then turned to the remaining issues. The court determined that the marital share of the parties' retirement accounts should be divided equally and distributed on an if, as, and when basis. The court ordered that Husband retain the vehicle titled in his name and awarded Wife the jointly-titled Nissan Rogue. The court determined that Wife's condo was purchased with marital funds and accepted Wife's valuation of the condo at $510,000 with an indebtedness of $442,592, leaving $68,000 in marital equity. The court awarded Husband a monetary award of $25,000, concluding that amount to be "equitable." The court rejected Husband's claim that Wife dissipated funds from her 401(k) and assigned a value of $105,728. The court found that Husband's monthly income was $12,580 and Wife's monthly income was $9,884. Applying the child support guidelines, the court ordered Husband to pay $383 per month in child support. The court then summarized the events of the prior hearings, including Wife's evasiveness at the first hearing, her assertions

about the settlement agreement, her requests for continuances, and her alleged technical difficulties, and addressed Wife's credibility:

> All of these actions cut against her credibility. At the first hearing, when she was there physically in person, she would not answer the questions directly. She was evasive, even with her own attorney. Her own attorney at that time was like, Ms. Gross, you have to answer the [c]ourt's questions because the [c]ourt was now asking questions that Ms. Gross would not answer. That cut against her credibility.
>
> The bottom line is the [c]ourt finds nothing that Ms. Gross said to be truthful. She is completely – she is not credible in any way, shape or form and the [c]ourt could not rely on anything she said or any documentation. She was evasive. She said things that the [c]ourt observed not to be true and so the [c]ourt couldn't rely on her testimony or her evidence and that is what this decision is based upon[.]

The Judgment of Absolute Divorce was entered on October 1, 2025, and the Consent Order dated October 2 was entered on October 9, 2025. This timely appeal followed.

DISCUSSION

I. THE CIRCUIT COURT'S CREDIBILITY DETERMINATION

Although not identified as a separate argument in her appellate brief, Wife generally argues that the court's "finding that [Wife] lacks credibility is clearly erroneous given the weight of the evidence." She asserts that the court simply did not "like" her and did not give her "a chance to prove her credibility."

When reviewing a case tried without a jury, we "will give due regard to the opportunity of the trial court to judge the credibility of the witnesses." Rule 8-131(c).

> It is well-established in Maryland that "[w]hen weighing the credibility of witnesses and resolving conflicts in the evidence, 'the fact-finder has the discretion to decide which evidence to credit and which to reject.'" "The fact finder 'may believe or disbelieve, credit or disregard, any

> evidence introduced, and a reviewing court may not decide on appeal how much weight must be given to each item of evidence.'"

Yacko v. Mitchell, 249 Md. App. 640, 679 (2021) (alteration in original) (citations omitted) (quoting *Qun Lin v. Cruz*, 247 Md. App. 606, 629 (2020)). "It is not our role to reassess the credibility of the witnesses who testify before the trial court." *Thornton Mellon, LLC v. Adrianne Dennis Exempt Trust*, 250 Md. App. 302, 329 (2021), *aff'd* 478 Md. 280 (2022).

The court here discussed Wife's lack of credibility throughout each of the hearings, beginning with its description of her testimony on June 11 as "evasive at best." When the court made its final credibility determination on September 11, 2025, it discussed all of Wife's actions that led to its conclusion that she was "not credible in any way, shape or form and the [c]ourt could not rely on anything she said or any documentation." The court observed Wife's actions and demeanor during the four-day hearing—much of which we have recounted above—making the record clear that the court's finding was based on more than Wife's "likability." We reject Wife's claim that the court erred in its credibility assessment.

II. WITHDRAWAL OF CONSENT TO PARTIAL SETTLEMENT AGREEMENT

In an argument that consists of approximately one page in her opening brief, Wife argues that the court abused its discretion when it did not allow her to withdraw her consent to the partial settlement agreement. Wife "contends that she has the right to withdraw her consent at any time prior to the court's signing of the proposed consent order or judgment." Husband responds that, "[u]nder Maryland law, a party may not unilaterally withdraw

consent to a settlement agreement placed on the record absent fraud, duress, or mistake."

"Consent judgments 'are essentially agreements entered into by the parties which must be endorsed by the court. They have attributes of both contracts and judicial decrees.'" *Suter v. Stuckey*, 402 Md. 211, 225 (2007) (quoting *Chernick v. Chernick*, 327 Md. 470, 478 (1992)). "The first requisite for a consent judgment is that there must be either continuing consent or a binding consensual contract to settle the case." *Chernick*, 327 Md. at 481. Where "the parties enter[] into an agreement in open court," that agreement "is binding upon the parties[.]" *Barnes v. Barnes*, 181 Md. App. 390, 409 (2008) (quoting *Smith v. Luber*, 165 Md. App. 458, 470-71 (2005)). Our Supreme Court has stated that "[t]he public policy of encouraging settlements is so strong that settlement agreements will not be disturbed even though the parties may discover later that settlement may have been based on a mistake or if one party simply chooses to withdraw its consent to the settlement." *Long v. State*, 371 Md. 72, 85 (2002) (citing *Chernick*, 327 Md. at 481-83).

We initially note that the partial settlement agreement was limited in scope: it granted shared physical and joint legal custody of the children; granted Wife use and possession of the marital home for twelve months, allocated costs to maintain the home, and set forth how any equity would be distributed; and it affirmed the parties' waiver of alimony. The colloquy on the record evidences Wife's acknowledgment under oath that she understood the terms of the proposed partial settlement agreement, that she had an opportunity to ask questions about it, that she did not experience any pressure or coercion

to enter into the agreement, that she entered the agreement voluntarily, and that she was satisfied with the advice of her counsel. The court expressly determined that Wife's consent to the partial settlement agreement was knowing and voluntary, a finding that is supported by the record and which we shall not disturb on appeal.[3] Moreover, Wife fails to articulate in her brief what terms of the partial agreement she did not understand. We conclude that the terms of the agreement were binding on the parties, and the court did not err in refusing to allow Wife to unilaterally withdraw her consent.

III. MOTION TO PRESENT WITNESSES

Wife asserts that the trial court abused its discretion in denying her July 30, 2025 motion to present witnesses. We reproduce below the entire argument on this issue contained in Wife's brief, spanning two short paragraphs:

> The trial court could have easily granted this motion by [Wife] to present witness testimony at the August 28 hearing. [Wife] listed the witnesses she could have called, and there was no prejudice against [Husband]. The names on that list were familiar to [Husband], and examination and cross-examination of those witnesses would not extend the hearing to the point that another hearing date would have been required.
>
> Granted, the trial court has the full authority to manage the hearing or trial. However, the trial court should give the parties leeway to conduct their case as it seems fit, within reason. [Wife] should have been granted the

[3] In her reply brief, Wife attempts to raise additional arguments concerning the consent order, including that the trial court erred in failing to hold an evidentiary hearing after Wife alleged that her consent was not knowing and voluntary. These issues were not argued in Wife's opening brief, nor did she request an evidentiary hearing on the matter before the trial court. We therefore decline to address these issues. *See Anderson v. Burson*, 196 Md. App. 457, 476 (2010) ("We shall decline to address any of the issues raised by [the appellants] for the first time in their reply brief. . . . 'A reply brief cannot be used as a tool to inject new argument.'" (quoting *Strauss v. Strauss*, 101 Md. App. 490, 509 n. 4 (1994))), *aff'd* 424 Md. 232 (2011).

> witnesses that she listed, to conduct her case appropriately. The denial of her motion was an abuse of the trial court's discretion. Reversal is justified.

Wife's brief on this point is completely devoid of legal authority. "'It is not our function to seek out the law in support of a party's appellate contentions.' When the appellant fails to cite to any authority for their position, the contention is deemed waived." *Mezu v. Mezu*, 267 Md. App. 354, 390 (2025) (citation omitted) (first quoting *Anderson v. Litzenberg*, 115 Md. App. 549, 578 (1997), then citing *Oroian v. Allstate Ins. Co.*, 62 Md. App. 654, 658 (1985)). Furthermore, although Wife states that the court "could have easily granted" the motion, she utterly fails to explain how the denial of the motion constituted an abuse of discretion. This issue is not sufficiently argued and therefore has been waived. Even if the issue were preserved, the argument would not prevail. Wife claimed in her motion that the witnesses would have testified to issues concerning the physical and legal custody of the children, but these issues were resolved in the Consent Order, the terms of which we have affirmed. Thus, the testimony of the witnesses listed by Wife would have been irrelevant to the remaining issues the court adjudicated.

IV. MOTION FOR CONTINUANCE

Wife argues that her due process rights were negatively affected by the court's denial of her motion to continue the August 28, 2025 hearing. She asserts that "a delay of just 14 days would have made a serious difference in her capacity to interact and participate in the proceedings." She additionally states that "her technical difficulties alone should have gotten the attention of the trial court that something was amiss."

We review the decision to grant or deny a request for a continuance for abuse of discretion. *Zdravkovich v. Siegert*, 151 Md. App. 295, 303 (2003). "The court's action in response to a request for a continuance will not be reviewed on appeal unless the court acts arbitrarily." *Id.* (citing *Thanos v. Mitchell*, 220 Md. 389, 392 (1959)). A court must balance its interest in processing cases against the interests of the parties in determining whether to grant or deny a request for continuance. "We will reverse the circuit court only in 'exceptional instances where there was prejudicial error.'" *Serio v. Baystate Props., LLC*, 209 Md. App. 545, 554 (2013) (quoting *Thanos*, 220 Md. at 392).

We do not see any indication that the court acted arbitrarily in denying Wife's request for a continuance. The court had previously granted Wife two continuances, even after telling her plainly that it would not grant a second one. Although the court doubted Wife's assertion that she was not able to participate at the August 21 hearing, it nonetheless continued the hearing for one week. The court accommodated Wife's medical issues as described in the letter from her doctor by holding the August 28 hearing via Zoom, an accommodation that allowed Wife to move around or lie down as necessary. The court's decisions represent a reasonable compromise between Wife's medical limitations and the need to move the case forward. *See Zdravkovich*, 151 Md. App. at 305 n.11 ("[T]he court has the authority and obligation to move cases forward and to manage the court's docket.").

Furthermore, Wife does not explain how the failure to grant a continuance caused her prejudice—that is, she does not describe anything she would have done differently that could have affected the outcome of the case had the hearing been continued for a third time.

She generally mentions her "capacity to interact and participate in the proceedings[,]" but the record shows that Wife was able to argue her motion for continuance, extensively cross-examine Husband, and provide testimony on her own behalf during the August 28 hearing. The only difficulties she appeared to experience were in logging onto the virtual platform, and, as we noted above, the trial court found that Wife was not entirely truthful about these issues. We conclude that the court did not abuse its discretion in denying Wife's request to continue the August 28, 2025 hearing.

V. DETERMINATION AND VALUATION OF MARITAL PROPERTY AND HUSBAND'S INCOME

Wife presents several arguments concerning the court's valuation of marital property and determination of Husband's income. These arguments primarily concern her assertions that Husband owns and/or sold substantial stocks that he failed to disclose, and that he received money after refinancing the marital home. She also argues that the court erred in its valuation of her 401(k) account. She asserts that the court did not have a complete picture of the parties' "true financial status" when it granted a monetary award to Husband.

We review the court's factual findings related to marital property for clear error and its "ultimate decision to grant a monetary award, as well as its amount, for abuse of discretion." *Sims v. Sims*, 266 Md. App. 337, 353 (2025) (citing *Flanagan v. Flanagan*, 181 Md. App. 492, 521 (2008)). "If there is any competent evidence to support the factual findings below, those findings cannot be held to be clearly erroneous." *Goicochea v. Goicochea*, 256 Md. App. 329, 340 (2022) (quoting *Omayaka v. Omayaka*, 417 Md. 643,

652-53 (2011)).

The party asserting the affirmative of an issue generally bears the burden of proof. *In re M.C.*, 245 Md. App. 215, 231 (2020) (quoting *Garrett v. State*, 124 Md. App. 23, 28 (1998)); *Noffsinger v. Noffsinger*, 95 Md. App. 265, 281 (1993) (citing *Sharp v. Sharp*, 58 Md. App. 386, 398 (1984)). "The party who asserts a marital property interest bears the burden of producing evidence of the identity and value of the property." *Noffsinger*, 95 Md. App. at 281.

Wife contends, presumably based on a Schedule D attached to a 2024 tax return, that Husband owned or sold over $230,000 in stocks. The 2024 tax return that Wife relies on to support her contention about Husband's ownership and income from stocks was not admitted into evidence (indeed, it was not marked as an exhibit and does not appear anywhere in the record). The only evidence related to Husband's stocks was: (1) the joint property statement, in which both parties agreed that Husband owned $2,161.70 in stocks and held a total of $19,385.95 in stocks for the benefit of the children; and (2) Husband's testimony that "[t]here is no $243,000 worth of stocks." In short, there was no competent evidence for the court to find that Husband had substantial stock holdings or income from stocks.

Wife argues that she "had documentation of [Husband's] refinances" of the marital home. However, like the 2024 tax return, no such documentation was entered into evidence or marked as an exhibit. The only evidence on the issue was Husband's testimony that he did not refinance the home.

Wife attempts to place the burden of proof on Husband, arguing that he "did not produce his entire financial picture." However, as Wife was the party alleging that these assets existed and should have been considered in the court's marital property and child support awards, she had the burden of production.[4] *See Noffsinger*, 95 Md. App. at 281. In this regard, she utterly failed to support her claims. She did not seek to admit into evidence the documents she claimed she had, and she neither moved to compel production of the documents she alleged Husband failed to produce nor requested discovery sanctions. *See* Rules 2-432 and 2-433. Indeed, Wife did not even provide her own testimony on these issues.

There also was no evidence that the balance of Wife's 401(k) account was "closer to $50,000" as she alleges in her brief.[5] Wife asserted in the joint property statement that her 401(k) balance was $105,728.77. Husband's valuation of the account was $194,609.12. Two statements were admitted into evidence, showing that, on September 30, 2024, the 401(k) balance was $144,276.74, and on March 31, 2025, it had a balance of

[4] Wife's argument in her brief concerning the child support award vaguely states that the court "miscalculat[ed]" Husband's income, "as described by [Wife] in her emergency motion to stay." We presume that the "miscalculation of . . . income" relates to Husband's stocks. However, we "will not consider [an appellant's] argument where, rather than setting forth that argument in his [or her] brief, he [or she] merely attempts to incorporate by reference" an argument made in the circuit court. *Monumental Life Ins. Co. v. U.S. Fid. & Guar. Co.*, 94 Md. App. 505, 544 (1993) (citing *Rosenberg v. Rosenberg*, 64 Md. App. 487, 515 n. 7 (1985)); *see also Winston v. State*, 235 Md. App. 540, 565 (2018). Even if we were to consider the child support argument as made in her motion to stay, that argument also did not specify how the court miscalculated Husband's income.

[5] Wife's counsel essentially abandoned this claim in the course of oral argument.

$108,940.04. Wife testified to the accuracy of these statements and explained that the balance reduction was caused primarily because she defaulted on a loan. At no time did Wife testify that she took any additional loans from her 401(k) or withdrew any money from the account after March 31, 2025. The only time Wife asserted that her 401(k) balance was close to $50,000 was in her written closing arguments. Moreover, in Wife's response to Husband's closing arguments, filed four days after Wife's closing arguments, she asserted that her 401(k) balance was "closer to $100,000." Although we note that "closing argument is not evidence," *Pulte Home Corp. v. Parex, Inc.*, 174 Md. App. 681, 754 (2007), *aff'd* 403 Md. 367 (2008), her admission that the 401(k) balance was "closer to $100,000" is incongruent with the representations made in her appellate brief. In any event, the court valued Wife's 401(k) at the lowest amount supportable by the evidence—the $105,728 value found in the joint property statement. Accordingly, the court did not err in determining the value of Wife's 401(k) plan.

In summary, the court 1) equally divided the most valuable assets of the parties—their retirement accounts; 2) provided a mechanism for Wife to receive a 50% share of the equity (if any) in the former marital home; and 3) granted Husband a $25,000 monetary award vis-à-vis Wife's condo despite evidence that Wife herself valued her equity in the condo at $68,000. We discern no error or abuse of discretion in the court's determinations as to marital property.

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANT.