Circuit Court for Baltimore County
Case No. C-03-FM-24-003007

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1909

September Term, 2025

PETR ZUNT

v.

NINA ORLANDO

Berger,
Kehoe, S.,
Hotten, Michele D.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Berger, J.

Filed: May 12, 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).

This case arises following the divorce proceedings of Petr Zunt ("Father"), appellant, and Nina Orlando, nka Zunt ("Mother"), appellee. The parties were married in April 2016, and share a child, Z., born in May 2016. Mother initiated divorce proceedings in the Circuit Court for Baltimore County in May 2024. At that time, Z. resided with Mother. On May 8, 2025, the parties agreed to a temporary Consent Order, which granted Father supervised visitation with Z. twice per week. The parties proceeded to trial in June 2025. On October 7, 2025, the circuit court granted the Judgment of Absolute Divorce and filed a written Memorandum Opinion, which contained findings of fact, a custody and visitation schedule, and addressed monetary responsibilities and awards. This appeal followed.

QUESTIONS PRESENTED

Father presents five questions for our review, which we have recast and rephrased as the following four questions:[1]

---

[1] Father phrased the questions as follows:

> 1. Did the lower court err in strictly limiting access between the Appellant and his minor child after finding that he was a fit parent, that there was no credible reason why his access should be supervised, that he lived close by, and that the minor child loved and missed her father?
>
> 2. Did the lower court err when it ordered, in a "Guidelines" case, that Appellant pay fifty percent (50%) of the cost of the minor child's extra-curricular activities as part of his child support obligation?
>
> 3. Did the lower court err when it ordered Appellant to pay retroactive child support where during that period, Appellant paid for the mortgage and utility expense for the

I. Whether the circuit court erred in its determination of the visitation schedule between Z. and Father.

II. Whether the circuit court erred when it ordered Father to pay 50% of Z.'s extracurricular equestrian activities.

III. Whether the circuit court properly considered Father's past and future obligation to pay the mortgage on the marital home when it calculated Father's child support arrearages and his ongoing child support obligation.

IV. Whether the circuit court properly exercised its discretion in calculating the monetary award.

We answer the first and third questions in the negative and affirm the circuit court's decision regarding both questions. As to the second question, we hold that the circuit court abused its discretion when it ordered Father to contribute to Z.'s extracurricular equestrian activities. As to the fourth question, we affirm the circuit court's valuation of the marital assets; however, we direct the circuit court to clarify the total amount of the monetary

---

home in which the minor child and Appellee exclusively resided and where those payments exceeded the basic support obligation as determined by the lower court?

4. Did the lower court err when it failed to consider Appellant's obligation to pay the mortgage on the home subject to a use and possession order when it determined Appellant's child support obligation?

5. Did the lower court err when it granted a monetary award predicated on inadequate and unreliable evidence of the value of an asset; predicated on the non-inclusion of another asset that the Appellee owned; predicated on the non-inclusion of an asset that Appellee owned or had sold shortly before the trial; and predicated on an erroneous determination that the Appellant had dissipated certain funds?

award granted to Mother. Accordingly, we vacate the circuit court's decision to order Father to pay for one half of the cost of Z.'s equestrian activities, and remand to the circuit court to clarify its calculation of the total monetary award to Mother.

BACKGROUND

The parties began residing together in 2015. In January 2016, Father purchased a house in Dundalk, Maryland, which would later become the marital home, in his sole name.[2] The parties married in April 2016, and their daughter, Z. was born in May 2016. At all relevant times, Mother and Z. have resided in the marital home.

In August 2017, the parties created EHS Maryland LLC, a company that engaged in construction, remodeling, and house "flipping" projects ("the Company"). The Company was opened in both parties' names, and they worked together at the Company, with Father working on construction projects and overseeing contractors, and Mother handling the contracts, finances, and other business administration. At times, Father traveled to other locations for construction work, including Virginia Beach and Florida.

In March 2020, the parties purchased three properties for use for their business (the "Business Properties"). The Business Properties included three properties that were purchased under one contract of sale by 2100 Merritt, LLC, an entity owned solely by Mother. The contract assigned the following values to each of the properties: Eilers Avenue, $25,000; 2023 Merritt Boulevard, $50,000; and 2100 Merritt Avenue, $250,000.

[2] Mother alleges that she assisted in financing the purchase, though it was purchased solely in Father's name so that he could take advantage of first-time home buying credit.

A Purchase Money Deed of Trust secured a note for $200,000 on 2100 Merritt Avenue, and a separate deed of trust secured a note for $37,500 on 2023 Merritt Boulevard.

In 2020, the Company faced significant disruption due to the COVID-19 pandemic, with many business contracts being indefinitely postponed or canceled. In May 2020, Father was able to participate in a multi-phase Federal construction project in Hawaii, to be completed in four phases. The parties agreed that Father would move to Hawaii to work on the project while Mother and Z. would remain in Maryland. The parties decided that while in Hawaii, Father would pursue various residential construction and remodeling projects. The Company secured a $1,000,000 SBA loan to effectuate these ends. Mother personally guaranteed the SBA loan. Mother allegedly gave $70,000 to Father, and another $500,000 went towards the purchase of a home on Hana Street (the "Hana Property").

The parties offer differing views regarding the move to Hawaii. Father claims that Mother and Z. visited frequently, enjoyed Hawaii, and were planning to relocate. Father claims that in March 2022 in anticipation of the relocation, the Hana Property was purchased, and he began renovating the home to fit their needs. Mother contends that the visits to Hawaii were infrequent and there was never a plan to relocate with Z. Mother continued operating the Company in Maryland, and handled contracts and paperwork related to work Father was completing in Hawaii. During this time, Mother served as Z.'s primary caretaker and employed childcare assistance when necessary due to her business schedule. Mother allegedly viewed the Hana Property as an investment property.

The second phase of the Hawaii project was completed in December 2021. The third phase kept getting delayed, and ultimately, the Hawaii project was canceled shortly

after Father purchased the Hana Property in March 2022. Father made trips to Maryland throughout his time in Hawaii, and he communicated frequently with Z. through FaceTime and, later, text messaging. The parties both acknowledge that Z. loves her father and expressed missing him while he was away.

In 2023, the marriage deteriorated. Mother was dissatisfied with Father's failure to generate income for the Company in Hawaii, distinguishing between Father's work on the Hana Property and other revenue-generating work. Father maintained that he was deriving income from residential remodeling projects during this time. Mother shut down the Company in February 2024, and opened a new construction company, EHS MD, LLC, in her own name. In March 2024, Mother informed Father via text messages that the marital home, the Hana Property, and the Business Properties should be sold. In the text messages, Mother stated:

> Money will go to Tomas [Father's brother] from your cut, ehs from both our cuts to cover sba, to your parents from my cut, and whatever is left will cover debt and then we will have whatever is left to start over[.]
>
> * * *
>
> After rightfully owed debts are paid to your parents, ehs/sba loan, other debt, it's all 50/50[.]

Both parties acknowledged that there were debts encumbering the properties.

Father returned to Maryland in May 2024, and moved into the "boat house," a smaller structure on the same property as the marital home. Father allegedly only used the marital home for essential needs like laundry. On May 10, 2024, Mother filed a Complaint for Absolute Divorce.

On July 1, 2024, Father emailed Mother regarding the Hana Property, stating that a "potential buyer has an appraisal scheduled and I need to take care of couple of things. [O]nce its sold[,] we split all the proceeds from whatever is left as you requested in your divorce filings[.]"[3] The Hana Property sold in August 2024. On August 12, 2024, Father received a deposit of $182,646.45.[4] Several days later, Father wired $90,000 to his mother and $67,000 to his brother, Tomas.

The parties' relationship continued to deteriorate. On October 11, 2024, Father allegedly shoved Mother in order to enter the marital home. Mother further alleged that Father threatened her in front of Z. A Temporary Protective Order was granted the same day, and a Final Protective Order was granted on October 28, 2024. The Final Protective Order prohibited Father from contacting Mother or from entering the marital home, including the surrounding property on which the boat house was located. Father was also prohibited from entering 2100 Merritt Avenue or any other Business Properties. The Final Protective Order was to be in effect until October 27, 2025.

On January 22, 2025, Father entered 2100 Merritt Avenue pursuant to an agreement reached between the parties' attorneys, permitting Father to retrieve personal items from the property. While at 2100 Merritt Avenue, Father allegedly spoke to Mother in violation of the Final Protective Order. Law enforcement was contacted, and Father was arrested.

---

[3] In her Complaint for Absolute Divorce, Mother requested that the Hana Property be "sold and the proceeds divided equally between the parties."

[4] The record does not reflect whether Father made any payments on the SBA loan or to Mother following the sale of the Hana Property.

On May 14, 2025, Father was found guilty of violating the Final Protective Order, received a 90-day suspended sentence, was placed on supervised probation for one year, and was ordered not to contact Mother.

In January 2025, Father moved from the boat house into a home owned by his brother, Tomas, approximately five minutes away from the marital home. The parties attended a settlement conference on January 13, 2025, at which they orally agreed to a visitation schedule between Father and Z., which was later memorialized in writing on May 8, 2025. The Consent Order, which reflects the oral agreement reached at the settlement conference, outlined visitation between Z. and Father pursuant to a strict access schedule. Father was permitted to have dinner with Z. "every Tuesday and Thursday commencing between 5:30 and 6:00 P.M. or when the minor child finishes her equestrian practice, whichever is sooner, until 8:00 P.M. at the latest." The visits were to be supervised by Mother's father, Z.'s maternal grandfather, although he was not to interfere with Father's time with Z. Father was also permitted to attend Z.'s equestrian events on Sundays,[5] and was allowed to contact Z. via telephone, Facetime, or text message. The facts do not reveal why the Consent Order required such strict and limited supervised visitation. Father attended five supervised dinners with Z. on January 22, February 19, February 23, March 12, and March 26. Father did not attend any of Z.'s equestrian shows.

Trial began in June 2025. Father and Mother were the only witnesses and testified as to the facts above. On October 7, 2025, the circuit court entered a Judgment of Absolute

[5] Father was permitted to attend the equestrian shows despite Mother's likely presence at the shows and the Final Protective Order barring contact between the parties.

Divorce ("JAD") and a issued a comprehensive accompanying Memorandum Opinion. The JAD granted sole legal and primary physical custody of Z. to Mother. The circuit court ordered a graduated visitation schedule between Father and Z. as follows: from October 8, 2025 to February 22, 2026, Father was to have weekly unsupervised dinner visits with Z. every Wednesday; from February 22, 2026 to June 14, 2026, every other Sunday from 11:00 A.M. to 3:00 P.M; from June 14, 2026 to September 4, 2026, one additional day every other week from 11:00 A.M. to 7:00 P.M; and beginning on September 4, 2026, one weekend of visitation per month, and the weeks Father did not have a weekend visit, he would have his regularly scheduled Wednesday dinner visits with Z. Father was also provided with visitation on certain holidays, was granted one full week of parenting time during Z.'s summer break, and was permitted to attend all of Z.'s extracurricular activities.

In the Memorandum Opinion, the circuit court found that "[t]here is no credible reason why [Father's] access to his daughter should be supervised." Even so, the circuit court found that a graduated visitation was warranted due to the "lengthy estrangement" between Z. and Father due to the significant periods of time that Father has spent away from Z. The circuit court specifically found:

> [Mother] testified that [Z.] loves and misses her father. [Father] misses his daughter and the relationship they once shared. Parental estrangement disrupts a child's emotional security. Those parental bonds are capable of restoration. A graduated access schedule will allow time for trust and comfort to resume, while still ensuring that [Z.'s] needs are met. These relationships are critically important for child's self-image and self-worth, as are opportunities with each party's extended families. No party should allow any perceived prior failings to

> preclude [Z.'s] opportunity to reestablish loving bond with her father, nor should anyone disparage the other in front of [Z.]. Doing so fails to put [Z.'s] needs first.

The circuit court found that each party made approximately $150,000 per year.[6] In the JAD, the circuit court ordered that pursuant to the Maryland Child Support Guidelines, Father's "child support obligation is $1,414 per month . . . retroactive to the date of filing (May 21, 2024)." The court additionally ordered "that the child support arrearage to date is $22,624.00. [Father] shall pay an additional $250 per month towards the arrearage until satisfied, for total monthly child support obligation of $1,664.00." Z.'s private school "tuition, and extracurricular equestrian activities, shall be shared equally (50/50) between the parties." Medical and orthodontic expenses were to be shared equally as well. The circuit court additionally granted Mother use and possession of the marital home for three years following the entry of the order, until October 2028, finding that it was in Z.'s "best interest that she remains in a stable residence as long as possible during these formative years."

The circuit court also ordered Father to pay Mother a monetary award of $178,000. In the Memorandum Opinion, the circuit court explained how it calculated this award. First, the circuit court addressed the marital residence and the Business Properties:

---

[6] The circuit court noted that Mother testified as to this number, while Father was unable to offer even an estimate as to his yearly income. The circuit court indicated that Mother's testimony was less than credible, explaining that Mother's "purported income does seem at odds with certain admitted obligations and expenses, like tuition, vacations, birthday parties, and the $9,000 monthly payment on the small business loan." The circuit court further noted that "the Court has no other credible evidence or information from which to make an income determination, particularly given [Father's] inability to even muster a sum, and thus relies on [Mother's] testimony."

> The parties dispute the existence and value of certain property. However, there is no dispute as to the marital residence, which is valued at $166,183.67 and titled solely in [Father's] name. There is also no dispute that [Mother] bought property at 2100 Merritt [Avenue] during the course of the marriage, which is titled solely in her name. Both of those properties are marital property. [Mother] credibly testified that the property at 2100 Merritt [Avenue] has fair market value of $200,000 with mortgage of $170,000. Its value is $30,000. [Father] also asserted that [Mother] owned building at 2023 Merritt Boulevard. However, [Mother] testified that she sold that property, and the Court has no credible evidence as to any income received in that transaction. As such, the Court does not find that to be marital property, nor does it have any apportionable value.

The circuit court found that Father had several bank accounts in his name, amounting to a total of $3,389.60. The circuit court then discussed the Hawaii project and the Hana Property:

> In 2022, the Hawaii contract ended. The parties decided that [Father] would remain in Hawaii to flip houses and [Mother] would continue the same in Maryland. Toward that end, the business took out $1,000,000 small business loan. [Mother] personally guaranteed the loan and remains solely obligated. From the loan, [Mother] gave [Father] $70,000 and, according to [Mother], another $500,000 went to purchase the house in Hawaii.
>
> By all accounts, the Hawaii project took longer than initially anticipated, causing additional tension and financial strain. In June of 2024, [Mother] filed for divorce. The parties began discussing divorce settlement. On July 1, 2024, [Father] emailed [Mother] that a "potential buyer has an appraisal scheduled and need to take care of couple of things. once its sold. we split all the proceeds . . ." In August of 2024, the Hawaii house sold but, despite the emailed assurance, [Father] did not send any money to [Mother] or make any payments on the outstanding loan. [Father] provided no paperwork or accounting. Instead, on August 12, 2024, [Father] received deposit of $182,646.45 in his personal bank account. Three

> days later, he wired $157,000 to his family members ($90,000 to his mother and $67,000 to his brother). There is no credible reason for such transfers, particularly given the timing and his previous assurance. The $182,646.45 earned from the sale of the Hawaii property, purchased during the marriage, is marital property. While some of those funds may arguably have been spent on household expenses, [Father's] actions in transferring $157,000 to his family members constitutes dissipation of marital property. He transferred the funds for his sole benefit to avoid their inclusion in marital award.

Accordingly, the circuit court found that Father's marital property was valued at $326,573.27, which included the $157,000 transferred to his family members, the bank accounts in his name, and the value of the marital residence. Mother's marital property was valued at $30,000, which included only the value of 2100 Merritt Avenue, the sole remaining Business Property. Therefore, the court stated: "As an adjustment of the equities, the Court grants monetary award to [Mother] equal to approximately one-half of the total marital property value, or $178,000.00."[7] This appeal followed.

DISCUSSION

I. The circuit court did not err when it determined the visitation schedule for Father and Z.

Father contends that the circuit court erred when it ordered the strict visitation schedule between Father and Z. Father contends that this was inconsistent with the circuit court's other findings that Father is a fit and proper parent and that Z. loves and misses Father, and there is not a logical nexus between the circuit court's findings and ultimate

[7] The total value of the combined marital property was $356,573.27. One-half of the marital property was approximately $178,286.63. The circuit court rounded this to $178,000. Notably, granting Mother a monetary award of $178,000 results in Mother receiving $208,000 of marital property, while Father retains $148,573.27.

conclusions regarding the visitation schedule. Mother does not disagree with the circuit court's findings that Father is a fit and proper parent. Rather, Mother contends that the circuit court properly noted that there is significant estrangement between Father and Z. due to Father's absences, and that a graduated visitation schedule serves Z.'s best interests by slowly reintroducing Father into her life.

A. Standard of review

In *In re G.T.*, we reiterated our well-accepted standard of review for visitation:

> Generally, decisions concerning visitation are "within the sound discretion of the trial court," and we accordingly will not disturb such decisions "unless there has been a clear abuse of discretion." *In re Billy W.*, 387 Md. [405, 447 (2005)]. Nonetheless, our Court applies "a three-tiered, interrelated standard of review" when reviewing child custody determinations. *In re Adoption of K'Amora K.*, 218 Md. App. 287, 301 (2014). As the [Supreme Court of Maryland] aptly explained in child custody cases:
>
> > [First, w]hen the appellate court scrutinizes factual findings, the clearly erroneous standard . . . applies. [Secondly, i]f it appears that the [court] erred as to matters of law, further proceedings in the trial court will ordinarily be required unless the error is determined to be harmless. Finally, when the appellate court views the ultimate conclusion of the chancellor founded upon sound legal principles and based upon factual findings that are not clearly erroneous, the [court]'s decision should be disturbed only if there has been a clear abuse of discretion.
>
> *In re Yve S.* 373 Md. [551, 586 (2003)] (quoting *Davis v. Davis*, 280 Md. 119, 125-26 (1977)).

In re G.T., 250 Md. App. 679, 698-99 (2021). Accordingly, we review the circuit court's factual findings for clear error, and its ultimate determination of the visitation schedule for abuse of discretion.

The paramount consideration for the court in custody and visitation cases is always the child's best interests. *Boswell v. Boswell*, 352 Md. 204, 219 (1998). "An 'appellate court does not make its own determination as to a child's best interest; the trial court's decision governs, unless the factual findings made by the lower court are clearly erroneous or there is a clear showing of an abuse of discretion.'" *Azizova v. Suleymanov*, 243 Md. App. 340, 372 (2019) (quoting *Gordon v. Gordon*, 174 Md. App. 583, 637-38 (2007)).

B. Analysis

Father contends that the circuit court erred when it ordered a graduated visitation schedule between Father and Z. The circuit court ordered that from October 8, 2025 to February 22, 2026, Father was to have weekly unsupervised dinner visits with Z. every Wednesday. Thereafter, from February 22, 2026 to June 14, 2026, Father was granted visitation every other Sunday from 11:00 A.M. to 3:00 P.M. From June 14, 2026 to September 4, 2026, Father was granted an additional day every other week from 11:00 A.M. to 7:00 P.M. Finally, beginning on September 4, 2026, Father was permitted one weekend of visitation per month, and the weeks he did not have a weekend visit, he would have his regularly scheduled Wednesday dinner visits with Z.

Father argues that this graduated schedule granting limited visitation is overly strict and inconsistent with the circuit court's findings that Father is a fit and proper parent, that Z. loves and misses Father, and the court's order that Father have one full week of parenting

time during Z.'s summer vacation. As noted, we review the circuit court's findings of fact for clear error, and its grant of visitation for an abuse of discretion. *In re G.T.*, 250 Md. App. at 698-99. "A trial court's findings are not clearly erroneous if there is competent or material evidence in the record to support the court's conclusion." *Azizova*, 243 Md. App. at 372 (internal quotation omitted). In its Memorandum Opinion, the circuit court found that Father is a fit and proper parent and that Z. loves and misses Father. The court also found, however, that Father had only completed five of his biweekly dinner visits over the course of six months, did not attended any of Z.'s equestrian events, and that there was significant estrangement between Z. and Father due to Father's extended absences for various construction projects.[8] This circuit court found that estrangement required Father to be gradually reintroduced into Z.'s life. These findings are not clearly erroneous.

The court further did not abuse its discretion when it used these facts to devise a graduated visitation schedule between Father and Z. "Though a deferential standard, abuse of discretion may arise when no reasonable person would take the view adopted by the [trial] court or when the court acts without reference to any guiding rules or principles." *Santo v. Santo*, 448 Md. 620, 625-26 (2016) (internal quotations omitted). "At the heart of abuse of discretion review is the notion that the trial court errs when it issues an

[8] We recognize that inconsistent testimony was offered by the parties regarding the reason for the estrangement and the lack of visitation between Father and Z. Father claims it is because Mother has not made Z. available for his biweekly dinner visits, and he is also exercising caution due to the active protective order. Mother claims it is because Father has not availed himself of the visitation time with Z. While we cannot know the reasons for the failure of visits to take place, we urge both parties to cooperate and comply with the circuit court's order, as the circuit court determined this order was in Z.'s best interest.

unreasonable order. In matters of child custody, that typically means articulating the logical nexus between the court's factual findings regarding the best interests of the minor child and its custody order." *Bajaj v. Bajaj*, 262 Md. App. 435, 450 (2024).

Father argues that there was no logical nexus "between the lower court's opining that frequent, regular, and continuing contact with both parents is necessary to foster meaningful relationships, and the court's denial of frequent, regular, and meaningful contact," and the findings that Father and Z. are estranged and that Z. loves and misses Father. The circuit court's findings, however, that "parental estrangement disrupts a child's emotional security" and that "a graduated access schedule is necessary in light of [Father and Z.'s] lengthy estrangement" directly address this nexus. It can be true that Z. loves Father and wants to spend time with him and repair their relationship, while also being true that Z. and Father have been estranged for so long that a slow reintroduction is necessitated.

As this Court has often repeated, the best interest of the child is of fundamental importance and serves as the guidepost for decisions involving child custody and visitation. The circuit court's thorough Memorandum Opinion demonstrates a keen understanding of this objective, and Z.'s best interest clearly guided the circuit court's decision as it devised the visitation schedule between Z. and Father. The circuit court soundly exercised its discretion when it determined that a visitation schedule that allowed for gradually increasing exposure to Father was in Z.'s best interest.

II. The circuit court erred in ordering Father to pay for half of Z.'s extracurricular equestrian activities.

Father next contends that the circuit court erred when it ordered that Z.'s "extracurricular equestrian activities[] shall be shared equally (50/50) between the parties." Father argues that because the child support was calculated under the Maryland Child Support Guidelines (the "Guidelines"), the circuit court was not permitted to make a discretionary judgment that Father was to contribute to Z.'s extracurricular equestrian activities. Father contends that ordering him to pay for extracurricular equestrian activities was an impermissible departure from the Guidelines. Mother disagrees, arguing that the circuit court's award was a permissible discretionary decision based on Z.'s "long-standing competitive participation, educational placement, and the parties' respective incomes." Mother contends that the Guidelines child support figure was not increased, rather the circuit court "allocated an additional expense consistent with [Z.'s] established educational and athletic circumstances."

A. Standard of review

"We have long held that we will not disturb a trial court's discretionary determination as to an appropriate award of child support absent legal error or abuse of discretion." *Kaplan v. Kaplan*, 248 Md. App. 358, 385 (2020) (internal quotations and citations omitted).

> Though a deferential standard, abuse of discretion may arise when "'no reasonable person would take the view adopted by the [trial] court' or when the court acts 'without reference to any guiding rules or principles.'" *In re Adoption/Guardianship No. 3598*, 347 Md. 295, 312 (1997) (internal citations omitted). Such an abuse may also occur

> when the court's ruling is "'clearly against the logic and effect of facts and inferences before the court' or when the ruling is 'violative of fact and logic.'" *Id*. (internal citations omitted). Put simply, we will not reverse the trial court unless its decision is "'well removed from any center mark imagined by the reviewing court.'" *Id*. at 313 (citation omitted).

Santo, 448 Md. at 625-26.

B. Analysis

Maryland Code (1984, 2019 Repl. Vol., 2025 Supp.), § 12-204(e) of the Family Law Article ("FL") provides the Maryland Child Support Guidelines. Currently, a circuit court is required to apply the Guidelines when the combined income of the parents is less than $360,000 annually, or more than $30,000 monthly. FL § 12-202(a)(1); FL § 12-204(e). "There is a rebuttable presumption that the amount of child support which would result from the application of the child support guidelines set forth in this subtitle is the correct amount of child support to be awarded." FL § 12-202(a)(2)(i).

In *Horsley v. Radisi*, this Court explained what is necessitated and permitted by the Maryland Child Support Guidelines:

> The Guidelines carefully prescribe how the "basic child support obligation shall be determined in accordance with the [statutory] schedule of basic child support obligations;" the support obligation is then divided "between the parents in proportion to their adjusted actual incomes." F.L. § 12-204(a)(1).
>
> * * *
>
> [A] schedule in F.L. § 12–204(e) delineates a numeric calculation of the basic child support obligation, based on the number of children involved and the combined adjusted actual income of the parents. As we noted, this sum is divided between the parents "in proportion to their adjusted actual

> incomes." F.L. § 12-204(a)(1); see *Petrini* [*v. Petrini*], 336 Md. [453,] 461 [(1994)]; *Voishan* [*v. Palma*], 327 Md. [318,] 323 [(1992)]; *Reuter v. Reuter*, 102 Md. App. 212, 235 (1994).
>
> * * *
>
> Once the child support obligation is ascertained, the statute permits the addition of certain expenses to the Guidelines obligation. By statute, the judge *shall* add to the basic child support obligation any work-related child care expenses, pursuant to F.L. § 12-204(g), and extraordinary medical expenses, pursuant to F.L. § 12-204(h). The court *may* also add school and transportation expenses, pursuant to F.L. § 12-204(i). These additional expenses are allocated between the parents in proportion to their adjusted actual incomes. *Voishan*, 327 Md. at 323; *Reuter*, 102 Md. App. at 235.

Horsley, 132 Md. App. at 22-23.

In our view, *Horsley* is particularly instructive here. In *Horsley*, the appellant, the non-custodial father, challenged the circuit court's order requiring him to pay "for a portion of the cost of discretionary activities such as music lessons, gifted and talented programs, camps, and remedial tutoring." *Id*. at 21. The father "maintain[ed] that these are the kinds of expenses that are subsumed within the child support obligation calculated pursuant to the statutory child support Guidelines." *Id*.

This Court agreed, holding that

> [T]he plain and unambiguous language of the statute authorizes the court to supplement the Guidelines obligation only for certain categories of expenses: child care; extraordinary medical expenses; the cost of attendance at a special or private elementary or secondary school; and transportation expenses. It follows that the court was not entitled to add to the Guidelines obligation the cost of discretionary activities such as camp, music lessons, tutoring, and gifted and talented programs, even if such activities are desirable or beneficial. Therefore, we hold that the court erred

> to the extent that it increased child support, above the Guidelines calculation, by adding a portion of the costs of these activities.

Id. at 26. The Court emphasized that the goal of the Guidelines was uniformity, and while the circuit court "retains some measure of discretion to modify the child support award, that discretion is not unlimited." *Id*. at 27.

The Court next considered "whether, alternatively, the court was entitled to deviate from the Guidelines and increase the child support obligation in order to enable the children to participate in their desired activities. In this regard, we view expenses for remedial tutoring and gifted and talented educational programs in a different light." *Id*. at 28. The Court noted that "[a]lthough the statute does not authorize the court to add the costs for such activities to the basic child support obligation, we believe that, in the appropriate case, the court may depart from the Guidelines to cover the costs of reasonable and necessary educational programs." *Id*.

The Court noted that a circuit court was permitted to require parents to contribute to a child's special or private educational expenses and explained that remedial or gifted and talented programs may serve a similar function as private education. *Id*. at 28-29. Accordingly, the Court held:

> [W]e are satisfied that a court has discretion to depart from the Guidelines in a given case, if it is satisfied that an academically challenged or gifted student requires remedial tutoring or advanced programming to meet the child's particular educational needs. Such expenses clearly do not have the character of ordinary extracurricular activities that are otherwise included in the basic child support obligation. Moreover, in an appropriate case, the court may also be justified in departing from the Guidelines to enable a youngster

> who excels in a particular area, whether art, music, or athletics, to pursue appropriate training to enhance the child's skills and development.

Id. at 29. The Court continued, however, explaining that "[t]o justify a departure from the Guidelines . . . more than the loose use of labels is needed." *Id*. The Court held that the mother's testimony that the children were intellectually "gifted" was the only evidence presented to the circuit court to justify their participation in enrichment programming, and that this evidence alone was not sufficient to demonstrate the particular needs of the children that required a departure from the Guidelines. *Id*. Although the mother claimed the children "would benefit from enrichment programming, it is safe to say that most children would benefit from participation in as many educational programs as possible." *Id*. Accordingly, this Court vacated the requirement that the father contribute to the children's educational programming and extracurricular activities. *Id*. at 29-30.

The present case bears a striking resemblance to *Horsley*. Here, the circuit court determined that the parties combined income was $300,000 annually, effectively $25,000 monthly, and therefore, the case fell within the Guidelines. The circuit court properly found that under the Guidelines, as the non-custodial parent, Father was obligated to pay child support of $1,414 per month. The circuit court then ordered that Father further pay for one-half of Z.'s extracurricular equestrian activities, which cost approximately a total of $21,425 annually. Mother argues that the circuit court "did not 'increase' the Guidelines obligation; it allocated an additional expense consistent with the child's established educational and athletic circumstances." Mother further contends that "[e]ven if [this]

Court were to treat the allocation of equestrian expenses as a deviation from the Guidelines, *Horsley* does not prohibit such relief."

Although *Horsley* permits deviation in some circumstances, it requires "more than the loose use of labels" and necessitates that the circuit court be presented with actual evidence as to why the child needs a particular program. *Horsley*, 132 Md. App. at 29. The circuit court found that Z. "is currently involved in sports, music, dance and community service projects. She spends her time after school at the equestrian center on campus and is a competitive rider." Father argues that this is simply an adoption of Mother's testimony and falls short of what is required by *Horsley*. We agree. While Z. is certainly a talented rider and continuing to participate in equestrian activities would be beneficial to her development, the circuit court was not permitted to deviate from the Guidelines without more than Mother's testimony that Z. is a "competitive rider." The circuit court, therefore, abused its discretion in this limited circumstance when it ordered Father to contribute to Z.'s extracurricular equestrian activities. Accordingly, we vacate the portion of the circuit court's decision ordering Father to pay half of Z.'s equestrian expenses.

III. The circuit court did not err in declining to modify Father's past or future child support obligations in light of his mortgage payments for the marital home.

Father contends in two separate arguments that the circuit court did not properly consider his mortgage payments when it calculated his child support arrearages and his child support obligation. Father first argues that the circuit court erred when it ordered him to pay child support arrearages from the date that Mother filed for divorce in May 2024

until October 2025 because Father was paying the mortgage and electric bills for the marital home during that time. Father contends that the mortgage and utility payments totaled over $1,800 per month -- which exceeded his $1,414 child support obligation -- and should have been credited as child support payments, negating the need for him to pay arrearages. Additionally, Father argues that the circuit court erred as it did not consider his continuing obligation to pay the mortgage when it used the Guidelines to calculate his child support obligation going forward.

Mother argues that Father never intended for the mortgage payments to be treated as child support, and even so, Father, as the sole individual on the title of the marital home, was responsible for paying the mortgage, thus the payments were not intended to specifically support Z. Furthermore, Mother argues that the circuit court was not required to consider Father's mortgage obligations when it calculated his child support obligations in accordance with the Guidelines. Accordingly, Mother contends that the circuit court properly calculated Father's past and future child support obligation as $1,414.

A. Standard of review

"Where a trial court uses the guidelines to award child support, that determination will not be disturbed but for a clear abuse of discretion." *Marriage of Houser*, 490 Md. 592, 605 (2025). "However, 'where the [child support] order involves an interpretation and application of Maryland statutory and case law, [this] Court must determine whether the [trial] court's conclusions are "legally correct" under a *de novo* standard of review.'" *Id*. (quoting *Walter v. Gunter*, 367 Md. 386, 392 (2002)).

B. Analysis

1. Father's child support obligation

First, we address Father's contention that the circuit court failed to consider his ongoing obligation to pay the mortgage on the home during the use and possession period when it calculated his child support obligation. As we have set forth, this is a Guidelines case, and there is a rebuttable presumption that the amount specified in the Guidelines is correct. FL § 12-202(a)(2)(i). "The presumption may be rebutted by evidence that the application of the guidelines would be unjust or inappropriate in a particular case." FL § 12-202(a)(2)(ii). FL § 12-202(a)(2)(iii) provides in relevant part:

> (iii) In determining whether the application of the guidelines would be unjust or inappropriate in a particular case, the court *may* consider any financial considerations:
>
> 1. specified in an existing separation or property settlement agreement or court order, including:
>
> A. any provisions for payment of mortgages, marital debts, or college education expenses;
>
> B. the terms of any use and possession order or right to occupy the family home under an agreement; and
>
> C. any direct payments made for the benefit of the children required by the agreement or order;
>
> 2. that the court deems relevant to the best interests of the child who is the subject of the child support order . . .

Father alleges that FL § 12-202(a)(2)1.B. "require[s] that a court consider the obligation to pay a mortgage as well as the terms of any use and possession order when considering the application of the Guidelines." In our view, this is not a correct

interpretation of FL § 12-202(a)(2). Rather, the circuit court "may" consider a party's mortgage obligation when determining whether to deviate from the Guidelines but is certainly not required to. Even so, the circuit court in the instance did consider Father's financial obligations, as it specifically noted that the marital home is titled solely in Father's name, and that Father has been paying the mortgage until this point. As Mother sets forth in her brief, Father's "obligation to pay the mortgage pre-existed the support award and flowed from his ownership interest."

"The burden is on the party seeking an amount of child support different from that indicated by the guidelines to rebut the presumption by evidence that use of the guidelines would be unjust or inappropriate." *Shrivastava v. Mates*, 93 Md. App. 320, 331 (1992). Accordingly, Father bore the burden of bore the burden of overcoming the presumption that pure application of the Guidelines was inappropriate in this instance and his mortgage obligation should be considered. The circuit court determined that Father did not satisfy that burden. The record supports that determination. The circuit court, therefore, did not abuse its discretion by declining to deviate from the Guidelines due to Father's mortgage obligation.

2. Father's child support arrearages

"Although retroactive support is allowed, it is by no means mandatory. The trial court has discretion whether to award support retroactively[.]" *Caccamise v. Caccamise*, 130 Md. App. 505, 518 (2000). FL § 12-101(a)(3) provides that the circuit court "may award child support for a period from the filing of the pleading that requests child support." FL § 12-101(b) provides that the circuit court "shall give credit for payments that the court

finds have been made during the period beginning from the filing of the pleading that requests child support." The circuit court's findings of fact are of course reviewed for clear error, *Simonds v. Simonds*, 165 Md. App. 591, 616 (2005), and the legal conclusions of the court are reviewed without deference. *Frazelle-Foster v. Foster*, 250 Md. App. 52, 64 (2021). Accordingly, the circuit court's decision to order child support arrearages is reviewed for abuse of discretion, the court's determination that certain payments made during the retroactive period constituted child support is reviewed for clear error, and the court's decision whether to grant credit for those payments that it determined to be child support would be reviewed *de novo*.

Father contends that the mortgage and utility bill payments made between May 2024 and October 2025 should have been credited by the circuit court as child support arrearages. In support of their contentions, both parties discuss *Knott v. Knott*, 146 Md. App. 232 (2002) in their briefs. In *Knott*, the appellee mother filed a Complaint for Absolute Divorce in November 1998. *Id*. at 239. In May 1999, the parties appeared for a *pendente lite* child support hearing, and the appellant father was ordered to pay *pendente lite* child support. *Id*. at 240. In August 1999, the parties signed a consent order, terminating the *pendente lite* child support obligation, granting the mother and minor child use and possession of the marital home until June 2004, and ordering that father "shall be responsible for the mortgage, taxes and insurance for the marital home effective August 30, 1999 through the use and possession term . . . . [and] said payments on the marital residence shall be in lieu of child support[.]" *Id*. In May 2000, the father filed an Amended Complaint for Absolute

Divorce, requesting a downward modification of his child support obligation.[9] *Id*. at 241. The circuit court found that the consent order did not constitute a child support obligation and could not be modified. *Id*. at 244.

On appeal, this Court disagreed. We found it notable that both parties agreed that the father's "payments toward the expenses of the marital home are indeed a form of child support." *Id* at 248. The Court further emphasized that the mortgage payments were to be "in lieu of" child support payments, and, considered in conjunction with the grant of a use and possession term, the Court concluded that the mortgage payments were for the benefit of the parties' child. *Id*. at 249. Because "[t]he use and possession statute's sole purpose is for the benefit of the child or children of the family . . . . [i]t stands to reason that if appellant agreed to make the payments in order that [the child] could stay in the home with which she is familiar, those payments are made for her benefit, and therefore, should be considered child support payments." *Id*. at 249-50.

During cross-examination by Mother's counsel, Father acknowledged that he had not "made any child support payments," but testified that he financially supported Z. by paying the mortgage and electric bill for the marital home where Z. was residing.[10] During

---

[9] Under the consent order, the father agreed to pay $1,316 per month in expenses. *Knott*, 146 Md. App. at 241. The motion for modification came after the father lost one of his jobs. *Id*. at 242. When Guidelines worksheets were prepared, they showed that the father's child support obligation would be either $244.30 or $290.63 per month. *Id*. at 243.

[10] In his Appellant Brief and Reply Brief, Father argues that in paying the mortgage and electric bills, he "regarded this as his contribution to child support" and that he "testified that he intended the payment of the mortgage and utilities to be *in lieu* of a direct child support payment." Our review of the record reflects that Father testified that he financially supported Z. by paying the mortgage and utilities on the house. Nonetheless,

closing arguments, Father's counsel requested that the court consider Father's contributions to the mortgage and electricity when it made its child support determinations, and acknowledged that thus far, all expenses had been paid out of the marital funds. Father did not allege at trial that there was ever an agreement that he would continue to pay the mortgage while Mother and Z. resided in the home, or that he continued to pay the mortgage for Z.'s benefit. Rather, as Mother notes in her brief, the marital home was titled solely in Father's name. If Father failed to pay the mortgage or utilities, it was his own credit and name that would suffer.

Child support obligations are calculated by following the Guidelines provided in FL § 12-204(e). FL § 12-204(a)(2)(ii) provides that the non-custodial parent's child support obligation is adjusted for any other pre-existing child support payments or alimony payments, and any alimony awarded to the custodial parent. FL § 12-204(l) discusses how each parent's child support obligation is calculated:

> (l)(1) Except in cases of shared physical custody, each parent's child support obligation shall be determined by adding each parent's respective share of the basic child support obligation, work-related child care expenses, health insurance expenses, extraordinary medical expenses, and additional expenses under subsection (i) of this section.
>
> (2) The obligee shall be presumed to spend that parent's total child support obligation directly on the child or children.

although we appreciate the inference suggested by Father, we are unable to find evidentiary support for the contention that Father believed that this payment would be in lieu of child support.

> (3) The obligor shall owe that parent's total child support obligation as child support to the obligee minus any ordered payments included in the calculations made directly by the obligor on behalf of the child or children for work-related child care expenses, health insurance expenses, extraordinary medical expenses, or additional expenses under subsection (i) of this section.

Notably, payment of a mortgage is not one of the credits enumerated in 12-204(l) for the purposes of determining a child support obligation. The circuit court was not required to consider it when calculating Father's child support obligation, either in the past or going forward. Accordingly, the circuit court did not err when it declined to credit Father's mortgage payments as child support payments for the purpose of ordering his child support arrearages.

IV. The circuit court did not err in its calculation of the monetary award.

Finally, Father contends that the circuit court made a series of errors when it calculated the total marital assets and awarded $178,000 to Mother. First, Father contends that the circuit court failed to properly account for the value of the Business Properties. Father argues that the circuit court erred in considering Mother's testimony that she sold 2023 Merritt Boulevard but did not know the value of that property, thus the court ascribed it a valuation of $0. Father next contends that the circuit court erred when it accepted Mother's testimony that 2100 Merritt Avenue had a net value of approximately $30,000, as that value was not based on any appraisal.

Additionally, Father argues that the circuit court erred when it found that he dissipated assets of $157,000 when he wired money to his brother Tomas and his mother following the sale of the Hana Property. Finally, Father contends that the circuit court

erred when it awarded Mother $178,000, as she had been attributed marital assets of $30,000, and to make the parties equal, as the circuit court purported to do, Mother should have only received $148,000.

Mother argues that the circuit court properly ascribed a value of $0 to 2023 Merritt Boulevard, as she credibly testified that she did not know the sale price of the property. Mother also contends that the circuit court's finding that Mother "credibly testified" as to the fair market value and mortgage balance for 2100 Merritt Avenue was not in error. Additionally, Mother argues that the circuit court properly found that there was no credible reason for Father to send his mother or Tomas a total of $157,000. Finally, Mother contends that the court was not required to award the parties equal amounts, and instead balanced the equities and effectively determined that Mother should be awarded $208,000 total while Father retained $148,573.27 of the marital property.

A. Standard of review

FL § 8-203(a) provides: "In a proceeding for an annulment or an absolute divorce, if there is a dispute as to whether certain property is marital property, the court shall determine which property is marital property." The court shall then "determine the value of all marital property." FL § 8-204(a). After the circuit court determines which property is marital and the value of the marital property, FL § 8-205(a) permits the court to "grant a monetary award . . . as an adjustment of the equities and rights of the parties concerning marital property, whether or not alimony is awarded."

A circuit court's decisions whether to grant a monetary award, and the amount of the monetary award are reviewed for abuse of discretion. *Flanagan v. Flanagan*, 181 Md.

App. 492, 521, 956 (2008). An abuse of discretion occurs "when no reasonable person would take the view adopted by the trial court or when the court acts without reference to any guiding rules or principles." *Santo*, 448 Md. at 625-26. In reviewing for abuse of discretion, "'we may not substitute our judgment for that of the fact finder, even if we might have reached a different result.'" *Sims v. Sims*, 266 Md. App. 337, 354 (2025) (quoting *Flanagan*, 181 Md. App. at 521) (further citation omitted).

"Ordinarily, it is a question of fact as to whether all or a portion of an asset is marital or non-marital property. The value of each item of marital property is also a question of fact." *Flanagan*, 181 Md. App. at 521. "In the resolution of questions of fact, we . . . may not substitute our judgment for that of the lower court unless it was clearly erroneous. Due consideration must be given the [circuit court's] opportunity to observe the demeanor of the witnesses, to judge their credibility and to pass upon the weight to be given their testimony." *Young v. Young*, 37 Md. App. 211, 220 (1977).

We are highly differential to the circuit court's determination of the credibility of witnesses, and only reverse for clear error. *See, e.g., Omayaka v. Omayaka*, 417 Md. 643, 659 (2011) ("In its assessment of the credibility of witnesses, the Circuit Court was entitled to accept—or reject—*all*, *part*, or *none* of the testimony of any witness, whether that testimony was or was not contradicted or corroborated by any other evidence.") (emphasis in original). Thus, the circuit court's findings are not clearly erroneous just because it "could have drawn different 'permissible inferences which might have been drawn from the evidence by another trier of the facts.'" *Id*. (quoting *Hous. Opportunities Comm'n of Montgomery Cnty v. Lacey*, 322 Md. 56, 61 (1991).

B. Analysis

As noted, Father raises four distinct errors with the circuit court's determination of the monetary award owed to Mother. We address each of his contentions in turn.

1. 2023 Merritt Boulevard

Father argues that the circuit court erred by not accounting for Mother's recent sale of 2023 Merritt Boulevard when calculating the value of the marital property. 2023 Merritt Boulevard had been purchased in 2019 by 2100 Merritt, LLC, which was an entity owned solely by Mother. In its Memorandum Opinion, the circuit court found:

> [Father] also asserted that [Mother] owned a building at 2023 Merritt Boulevard. However, [Mother] testified that she sold that property, and the Court has no credible evidence as to any income received in that transaction. As such, the Court does not find that to be marital property.

Father contends that this was in error. Mother testified on cross-examination that she believed it sold for $218,000 approximately one and a half or two months before trial, and it had a lien of "$120,000ish or $110,000ish" when sold. Thus, Father argues, "there would have been between $98,000 to $108,000 of equity in the recently sold property." Father points to the Maryland Rule 9-207[11] statement completed by the parties, where Mother "asserted that 2023 Merritt [Boulevard] had a $90,000 value with no lien, inferably the net proceeds of the just concluded sale," while Father "asserted that the asset had a value of $238,500 with no lien." Accordingly, Father argues, the circuit court should have attributed this $90,000 as marital property possessed by Mother.

[11] Maryland Rule 9-207(a) provides: "When a monetary award . . . is an issue, the parties shall file a joint statement listing all property owned by one or both of them."

Mother argues that she "offered uncertain testimony regarding the sale price and lien amount, and no settlement statement or documentary evidence of net proceeds was introduced." As such, the circuit court was "entitled to find that the evidence presented was insufficient to establish marital equity in that property at the time of trial."

The circuit court's factual finding that 2023 Merritt Boulevard was not marital property is reviewed for clear error. *Flanagan*, 181 Md. App. at 521. Father points out other inconsistencies with Mother's testimony regarding 2023 Merritt Boulevard, contending that her estimation of the line was "questionable," and did not himself testify has to his valuation of the property or why it should be considered marital property. Absent "credible evidence as to any income received" from the sale of 2023 Merritt Boulevard, the circuit court had the discretion to include a valuation of 2023 Merritt Boulevard when it calculated the marital property. It opted not to do so. Under these circumstances, the court's decision not to include 2023 Merritt Boulevard as marital property was not clearly erroneous.

2. 2100 Merritt Avenue

Father argues that the circuit court erred in its valuation of 2100 Merritt Avenue as $30,000 when it calculated the marital property. Father notes that no expert witness was called to testify regarding the value of 2100 Merritt Avenue, and the circuit court merely adopted Mother's self-appraisal of 2100 Merritt Avenue, which was "based on what is left on the, erm, loan as well as the disadvantaged part of Dundalk that is located in." Mother testified that the loan balance was approximately $170,000. Father notes that in the Maryland Rule 9-207 statement, Mother valued the property at $200,000 with no lien,

while Father valued the property at $400,000 with no lien. Father argues that this supports an inference that Mother actually had a net equity of $200,000 in 2100 Merritt Avenue, and considering the amount left on the loan, the proper valuation of 2100 Merritt Avenue was $230,000 instead of $30,000.

In the circuit court's Memorandum Opinion, it noted that Mother "credibly testified that the property at 2100 Merritt Boulevard has fair market value of $200,000 with mortgage of $170,000. Its value is $30,000." Mother argues that this credibility determination was entirely within the province of the circuit court, and that Father "valued the property differently does not render the Court's finding clearly erroneous." We agree. Again, we review the circuit court's valuation of the marital asset of 2100 Merritt Avenue for clear error. *Flanagan*, 181 Md. App. at 521. The circuit court's credibility findings are also reviewed for clear error. *Omayaka*, 417 Md. at 659. Our review of the record reflects that the circuit court's decision to credit Mother's valuation of 2100 Merritt Avenue over Father's was not clearly erroneous.

3. Dissipation claim

Father contends that the circuit court erred when it found that he dissipated assets of $157,000 -- $90,000 to his mother and $67,000 to his brother Tomas -- following the sale of the Hana property. Dissipation occurs when one spouse uses marital property for purposes unrelated to the marriage at a time when the marriage is undergoing an irreconcilable breakdown. *Omayaka*, 417 Md. at 656. "We will not set aside a trial court's determination regarding dissipation of marital assets unless the determination is clearly erroneous." *Beck v. Beck*, 112 Md. App. 197, 216 (1996).

Mother testified on direct examination that she knew of no "legitimate reason" why Father would have sent $90,000 to his mother or $67,000 to his brother. On cross-examination, Father introduced the test messages in which Mother stated: "Money will go to Tomas from your cut, ehs from both our cuts to cover sba, to your parents from my cut, and whatever is left will cover debt and then we will have whatever is left to start over." Father argued that this text message implicated that Mother was aware, and agreed, that some portion of the proceeds from the sale of the Hana Property would go to Tomas and Father's mother. Mother specifically testified that this text message exchange discussed Tomas's "cut of the property on Kawili."[12] When asked why money needed to go to Tomas, Mother responded "Because they [Father and Tomas] got the house together at Kawili, and so some would go to him and some would go to us."

The circuit court, after hearing from both witnesses and assessing their credibility, disagreed. The circuit court found that there was "no credible reason for such transfers, particularly given the timing and [Father's] previous assurance," in reference to Father's text messages that he and Mother would "split all the proceeds" from the Hana Property sale. As noted, the circuit court as factfinder is permitted to believe all, some, or none of the testimony provided by a witness. *Omayaka*, 417 Md. at 656. The circuit court did not find credible Father's argument that Mother approved of sending proceeds from the sale of the Hana Property to Tomas and Father's mother. Instead, the circuit court credited Mother's testimony that she knew of no "legitimate reason" why Father would have sent

[12] Although not expressly clear, this property appears to be the Hana Property.

the money to his mother or Tomas. The circuit court's credibility determinations were not clearly erroneous. Accordingly, we affirm the circuit court's finding that Father impermissibly dissipated $157,000 of marital assets to his family members.

4. The alleged arithmetic error

Finally, Father argues that the circuit court made a mathematical error in calculating the monetary award. In its Memorandum Opinion, the circuit court noted:

> Having determined and valued the marital property and considered the required factors for marital award, an adjustment of the equities is warranted. [Father's] marital property is valued at $326,573.27 whereas [Mother's] is $30,000. As an adjustment of the equities, the Court grants monetary award to [Mother] equal to approximately one-half of the total marital property value, or $178,000.00. That payment is spread over the use and possession period, as further balancing of the equities, to allow [Father] time to make payment.

Father contends that even if the circuit court was correct in determining that the total marital property was $356,573.27, it erred in failing to consider Mother's marital property of $30,000 when it ordered Father to pay Mother a monetary award of $178,000 to balance the equities. Father notes that this leaves Mother with a total amount of $208,000 of the marital assets, while Father is left with $148,573.27. Rather, Father argues, the circuit court should have granted Mother a monetary award of $148,000, which would result in Mother and Father having $178,000 and $178,573.27 respectively, approximately equal portions of the marital property. Mother contends that FL § 8-205(a) "does not require mathematical perfection; it requires equitable distribution." Accordingly, Mother argues, the circuit court was not required to deduct Mother's existing $30,000.

As noted, the circuit court's grant of a monetary award is reviewed for abuse of discretion, which occurs "when no reasonable person would take the view adopted by the trial court or when the court acts without reference to any guiding rules or principles." *Santo*, 448 Md. at 625-26. Here, the circuit court distributed the marital assets and granted Mother a monetary award that it viewed "[a]s an adjustment of the equities." The circuit court specifically wrote in its Memorandum Opinion, however, that it was "grant[ing a] monetary award to [Mother] equal to approximately one-half of the total marital property value, or $178,000.00." It is not clear to us whether the circuit court intended for Mother to receive an award of $178,000, in addition to the $30,000 in marital property already in her possession, resulting in a total of $208,000 of the marital assets, or if the court intended for the marital assets to be split approximately equally, with Mother having a total of $178,000 of the marital assets, which would result from a monetary award of $148,000. Accordingly, we remand to the circuit court to clarify whether it intended to grant Mother a monetary award of $148,000 or $178,000.[13]

CONCLUSION

The circuit court did not err in 1) granting Father visitation with Z. pursuant to a graduated schedule; 2) ordering Father to pay child support of $1,414 per month pursuant to the Guidelines, including arrearages, despite his past and future obligation to pay the mortgage on the marital home; and 3) determining that the total marital property was $356,573.67. We hold, however, that the circuit court erred in ordering Father to pay for

[13] The circuit court need not entertain any further argument on this issue. We simply remand for clarification of the amount of the monetary award to Mother.

one-half of Z.'s extracurricular equestrian activities. We, therefore, vacate the circuit court's order as it pertains to the order to pay for Z.'s extracurricular activities. We remand to the circuit court for the limited purpose of striking that portion of the order requiring Father to pay for one-half of the extracurricular equestrian activities. Lastly, we remand to the circuit court to clarify whether it intended to grant Mother a total monetary award of $148,000 or $178,000. We affirm on all other grounds.

JUDGMENT OF THE CIRCUIT COURT FOR BALTIMORE COUNTY AFFIRMED IN PART AND VACATED IN PART. COSTS TO BE PAID 3/4 BY APPELLANT AND 1/4 BY APPELLEE.

The correction notice(s) for this opinion(s) can be found here:

https://mdcourts.gov/sites/default/files/import/appellate/correctionnotices/cosa/unreported/1909s25cn.pdf