UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 2671

September Term, 2014

SHERIDAN MOHINI ROSE

v.

KENNETH SWENSON

Meredith,
Hotten,
Nazarian,

JJ.

Opinion by Hotten, J.

Filed: October 13, 2015

This instant appeal involves a dispute between appellant, Sheridan Mohini Rose and appellee, Kenneth Swenson, regarding a Consent Order issued by the Circuit Court for Baltimore County on November 6, 2014. The Consent Order outlined the parties' custody, access, and visitation rights of their minor child, G. Shortly after the Consent Order was filed, appellant filed a "MOTION TO REVISE CONSENT ORDER DATED NOVEMBER 6, 2014," which the circuit court considered and subsequently denied. This appeal followed.

Appellant presents seven questions for our review:

1. Whether the [c]ircuit [c]ourt abused its discretion by denying the motion for reconsideration when appellee's defenses in answer to the motion for reconsideration were in conflict with the transcript[.]

2. Whether the [c]ircuit [c]ourt abused its discretion by failing to consider evidence that the parties had not reached an agreement on the interpretation of the terms of the oral agreement recited on the record[.]

3. Whether the [c]ircuit [c]ourt abused its discretion by modifying the consent order for items which were not placed on the record[.]

4. Whether the [c]ircuit [c]ourt abused its discretion by interviewing the minor child in camera on August 26, 2014 and on October 30, 2014 without having the court reporter read the content of the interview and not placing a waiver on the record by the parties to do so[.]

5. Whether the [c]ircuit [c]ourt's clerk [sic] failure to make any docket entries concerning the interview on October 30, 2014 was an irregularity[.]

6. Whether the [c]ircuit [c]ourt abused its discretion by allowing voir-dire[,] which did not address duress or threat to both parties[.]

7. Was the [circuit] court's denial of [a]ppellant's Motion to Reconsider without granting [a]ppellant a hearing she requested, legally correct when Maryland Rule 2-311(f) requires the [circuit] court to hold a hearing before rendering a decision disposing of a claim or defense?

For the reasons that follow, we shall affirm in part and reverse in part the judgment of the circuit court.

FACTUAL AND PROCEDURAL BACKGROUND

Appellant and appellee are the parents of minor child G., who was born in August 2002. On September 11, 2012, the Circuit Court for Baltimore County entered a Judgment of Absolute Divorce, which granted the parties shared joint legal custody and appellee primary residential custody, subject to visitation by appellant every other weekend and one non-overnight during the off weeks. The Judgment of Absolute Divorce also granted appellant significant summer visitation.

On April 9, 2014, appellee informed appellant of his intent to relocate with minor child G. to Pennsylvania. As a result, dueling petitions to modify the custody and access schedule pursuant to the Judgment of Absolute Divorce ensued. On August 24, 2014, the circuit court held a two-day merits hearing. Both parties and their counsel were present. Counsel for both parties met in chambers with the circuit court judge. Thereafter, the judge conducted an *in camera* interview of minor child G. in chambers and met again with counsel in chambers several times throughout the day.

The parties subsequently placed the terms of their agreement ("Agreement") on the record, which disposed of all matters regarding custody, visitation, and access of minor child G. Both parties and their counsel were provided opportunities to ask questions and seek clarification on the terms of the Agreement.

Before finalizing the Agreement, the judge confirmed that both parties willingly acquiesced to its terms. After acknowledging on the record that the Agreement was effective immediately, the judge accepted it.

After the hearing, appellee relocated with minor child G. to Hanover, Pennsylvania. Minor child G. was enrolled into a Christian school there, which sparked a disagreement between the parties. As a result, the judge held a phone conference with the parties to discuss the matter, but no resolution was reached. Thereafter, on October 30, 2014, the judge held a second *in camera* interview with minor child G. in chambers.

On November 6, 2014, the parties' previous Agreement on the record was reduced to a written Consent Order. The Consent Order was then entered by the circuit court on November 18, 2014. On December 18, 2014, appellant filed a "MOTION TO REVISE CONSENT ORDER DATED NOVEMBER 6, 2014," ("Motion to Revise"). In response, appellee filed an opposition to appellant's Motion to Revise on January 5, 2015. On January 30, 2015, the circuit court denied appellant's motion, prompting appellant's timely appeal to this Court. Additional facts shall be provided, *infra*, to the extent they prove relevant in addressing the issues presented.

STANDARD OF REVIEW

The standard of review applied to consent judgments was outlined by the Court of Special Appeals in *Hearn v. Hearn*, 177 Md. App. 525 (2007):

> Consent judgments are agreements entered into by the parties which must be endorsed by the court. They reflect the agreement of the parties pursuant to which they have relinquished the right to litigate the controversy. Accordingly, we look to the parties' agreement as embodied in the judgment

> to interpret the order. In interpreting the parties' agreement as embodied in a consent judgment, we have applied the ordinary principles of contract construction. . . .

Id. at 534 (internal quotations and citations omitted).

Thus, in addressing conflicts regarding the scope of a consent judgment, the Court of Appeals in *Long v. State*, 371 Md. 72, 83-84 (2002) explained:

> It is the parties' agreement that defines the scope of the decree. When there is an issue as to the scope of the judgment . . . it is to the parties' agreement that we look and interpret. Where the agreement is embodied in the judgment, the court having approved it, without modification, construction of the judgment is construction of the agreement of the parties. Where, however . . . the court has modified the agreement, we look to the agreement as submitted by the parties. In either case, we determine what the parties meant by what they plainly and unambiguously expressed, not what they intended the agreement to mean.

Absent an applicable exception to the general rule that consent judgments are not appealable, a court's failure to enter a consent judgment submitted by the parties is reviewable for an abuse of discretion. *See id*. at 86 (stating that a court's refusal to enter a consent judgment submitted by the parties is reviewable for an abuse of discretion).

"Generally, the test to be applied by the trial court is whether the settlement reached by the parties is 'fair, adequate, and reasonable.'" *Id*. at 87. "While the court may either approve or deny the issuance of a consent decree, generally it is not entitled to change the terms of the agreement stipulated to by the parties. . . . If the court discerns a problem with a stipulated agreement, it should advise the parties of its concern and allow them an opportunity to revise the agreement." *Id*. at 87 (citations omitted). "Thus, an appeal lies when . . . the court, rather than the consent judgment proposed, enters another, modified one." *Id*. at 88.

DISCUSSION

I. Appealability

Appellant contends that the Consent Order is appealable because "the denial of a motion for revision constitutes a final order." In response, appellee counters that the Consent Order was not appealable and thus, the appeal should be dismissed. For the reasons that follow, we conclude that the Consent Order is appealable under the final judgment rule.

The Court of Special Appeals discussed the final judgment rule in *Addison v. State*, 173 Md. App. 138, 152-53 (2007), stating:

> Pursuant to § 12-301 of Md. Code (1974, 2002 Repl. Vol.), Courts and Judicial Proceedings Article [Cts. & Jud. Proc.], 'a party may appeal from a final judgment entered in a civil or criminal case by a circuit court.' Section 12-101(f) defines 'final judgment' as 'a judgment . . . or other action by a court . . ., from which an appeal, application for leave to appeal, or petition for certiorari may be taken.' As the Court of Appeals stated in *Jackson v. State*, 358 Md. 259, 266 (2000), 'it is well settled that, to be appealable, an order or judgment ordinarily must be final.'
>
> A 'final judgment' from which a party may appeal is 'one which settles the rights of the parties or concludes the cause . . . and has been entered on the docket.' *Mitchell Properties v. Real Estate Title,* 62 Md. App. 473, 482 (1985) (internal quotes and citations omitted). A judgment must possess three qualities in order to qualify as a final, appealable judgment:
>
> 'If a ruling of the court is to constitute a final judgment, it must have at least three attributes: (1) it must be intended by the court as an unqualified, final disposition of the matter in controversy, (2) unless the court properly acts pursuant to Md. Rule 2-602(b), it must adjudicate or complete the adjudication of all claims against all parties, and (3) the clerk must make a proper record of it in accordance with Md. Rule 2-601.'

(citing *Board of Liquor v. Fells Point Cafe,* 344 Md. 120, 129 (1996) (quoting *Rohrbeck v. Rohrbeck,* 318 Md. 28, 41 (1989)).

Alternatively, appellant contends that the Order is appealable because it constitutes an interlocutory order under Md. Code (Repl. Vol. 2013), § 12-303(3)(x) of the Courts & Judicial Proceedings Article ("Cts. & Jud. Proc."), or that "the basis for appeal is that the consent order does not follow the oral agreement and constitutes a court order, as well as a consent order." We address each contention in turn.

A. Interlocutory Order

We disagree with appellant that the Consent Order is appealable under Cts. & Jud. Proc. § 12-303(3)(x), because the Consent Order does not constitute an interlocutory order "depriving a parent, grandparent, or natural guardian of the care and custody of his child, or changing the terms of such an order[.]"[1] We shall consider two questions. First, whether the consent order constitutes an interlocutory order; and second, if it does, whether it falls within the ambit of Cts. & Jud. Proc. § 12-303(3)(x). *Frase v. Barnhart*, 379 Md. 100, 110 (2003). Regarding the first inquiry, the Court in *Frase* explained:

> Child access (custody and visitation) orders are ordinarily of two types. The normal progression of a contested child access case is for there first to be a *pendente lite* determination, designed to provide some immediate stability pending a full evidentiary hearing and an ultimate resolution of the dispute. . . . A *pendente lite* order is not intended to have long-term effect and therefore focuses on the immediate, rather than on any long-range, interests of the child. As a result, although it should not be changed lightly . . . it is subject to modification during the pendency of the action, as current

[1] The word "interlocutory," in the context of an order or judgment, is defined as "interim or temporary, not constituting a final resolution of the whole controversy." *Frase*, 379 Md. at 110.

> circumstances warrant, and it does not bind the court when it comes to fashioning the ultimate judgment.

Id. at 111. In distinguishing *pendente lite* orders, the Court continued,

> At some point . . . the issue comes before the court for "final" resolution, either through agreement of the parties or on evidence presented at a trial conducted by the court or a master appointed by the court. The court then has the benefit of either an agreement or the full record of evidence, and, based thereon, it renders a "final" decision that disposes of the petition in terms of what is in the long-term overall best interest of the child. Because the court retains continuing jurisdiction over the custody of minor children, no award of custody or visitation, even when incorporated into a judgment, is entirely beyond modification, and such an award therefore never achieves quite the degree of finality that accompanies other kinds of judgments. Nonetheless, . . . "[a]n order determining custody must be afforded some finality, even though it may subsequently be modified when changes so warrant to protect the best interest of the child."

Id. at 111-12 (footnote with citations omitted and internal citations omitted).

In the second inquiry, we examine Cts. & Jud. Proc. § 12-303(3)(x).[2] "The authority to appeal from orders that deprive a parent, grandparent, or natural guardian of custody of his or her child is a relatively late addition to the list of interlocutory equity orders immediately appealable[.]" *Frase*, 379 Md. at 117. Accordingly, "[w]hen a court deprives a parent of either 'legal' or 'physical' custody . . . it is depriving that parent of the ability to exercise an important natural right, and that is what justifies the right of immediate appeal." *Id.* at 118.

[2] Cts. & Jud. Proc. § 12-303(3)(x) provides, in pertinent part, "[a] party may appeal from any of the following interlocutory orders entered by a circuit court in a civil case . . . [an Order] '[d]epriving a parent, grandparent, or natural guardian of the care and custody of his child, or changing the terms of such an order. . . .'"

Deprivation is narrowly defined. "In most contexts, it requires more than a minimal intrusion on the particular property or interest but does not require a total and complete dispossession. . . . The word 'depriving,' as used in Cts. & Jud. Proc. § 12-303(3)(x), needs to be given a common sense meaning, and not be read as allowing immediate appeals from routine provisions that do not, in some special way, significantly interfere with a parent's ability to carry out the obligations inherent in custody." *Id*. (footnotes omitted).

Against these standards, we first conclude that the Consent Order does not qualify as an interlocutory order because it was not temporary, interim, or issued pending litigation. Based on the parties' oral Agreement, the circuit court rendered its final decision in the Consent Order, disposing of the parties' dueling motions to modify custody according to the long-term best interest of the child, absent a substantial change in circumstances occurring thereafter. Since the Consent Order did not constitute an interlocutory order, determining whether appellant was deprived under Cts. & Jud. Proc. § 12-303(3)(x) is unnecessary.

B. Modified Terms

We do conclude that the Consent Order was inconsistent with the terms of the oral Agreement, particularly regarding the tie-breaking authority shared between the parties. *Barnes v. Barnes*, 181 Md. App. 390 (2008), is dispositive of this issue. In *Barnes*, this Court opined,

> the general rule is that no appeal lies from a consent order. . . . The rule is otherwise if there was no actual consent. If there was no actual consent because the *judgment was coerced, exceeded the scope of consent,* or was not

> within the jurisdiction of the court, *or for any reason consent was not effective,* an appeal will be entertained.

Id. at 411 (emphasis in original).

In her brief, appellant made several references to the record,[3] and concluded that *Smith v. Luber*, 165 Md. App. 458 (2005), cited by appellee, is more consistent with her position because similar to the Court's conclusion in *Smith*, several provisions of the Consent Order at issue inaccurately reflected the agreement entered on the record between the parties. In response to appellee's contention that she did not specifically identify the modifications made in the Consent Order, appellant avers "[s]ince this appeal is for the denial of the motion for reconsideration, the issues stated in that motion are properly before the court." Appellant asserted,

> The motion specifically points in paragraph 4 out where appellant contends the written order is different than the transcript. The motion states, with respect to what was agreed to orally and was clearly evident in the written transcript, the most important of which is: A. [e]xpanded tie-breaker to emotional, moral and physical. B. [t]ranscript refers only to legal custody issue. C. [n]o mention of [appellant's] tie-breaker for summer custody as clearly stated in court transcript.

In consideration of the exceptions to the general rule of appealability enunciated in *Barnes*, we conclude that the Consent Order did not reflect the parties' agreement relating to tie-breaking authority, as indicated below:

> [APPELLANT'S COUNSEL]: The parties will have joint legal custody of the minor child who is [minor child G]. If they are unable to come to a joint shared decision that is in the minor child's best interests related to a legal custody after consultation — I think that this is more that part that [sic] is

[3] Appellant references portions of the transcript where she sought clarification of the terms regarding tie-breaking authority and subsequently agreed to such terms that conferred shared tie-breaking authority between the parties.

going to be spelled out in the written order — [appellee] will have the tie break, [sic] will have the tie breaking decision making authority.

* * *

[APPELLANT'S COUNSEL]: You have heard the agreement that has been placed on the record?

[APPELLANT]: Yes.

[APPELLANT'S COUNSEL]: And we spent quite a few hours coming to that agreement, is that correct?

[APPELLANT]: Yes.

[APPELLANT'S COUNSEL]: You have been an active participant in reaching that agreement, is that correct?

[APPELLANT]: Yes.

[APPELLANT'S COUNSEL]: You have had ample opportunity to discuss all the terms of the agreement with me, is that correct?

[APPELLANT]: Yes.

[APPELLANT'S COUNSEL]: Okay. Do you fully understand all the terms of the agreement?

[APPELLANT]: I don't understand this tie breaker, which I was told just — just told about.

* * *

THE COURT: If the child is with dad the majority of the time during the school year, then if the parties can't reach an agreement about major issues, educational, medical, et cetera, then it makes sense and it is consistent with what [c]ourts have done in the past that that parent that has primary physical custody during the school year would make the decision.

Now, in the summer when he's with you the majority of the time, when [minor child G.] is with you the majority of the time, then if there is an issue, an urgent issue, you would discuss it with [appellee] and if agreement couldn't be reached, my understanding is that you would make the tie

> breaking decision. Why? Again because he is going to be primarily physically with you during that time period.
>
> [APPELLANT]: I'm satisfied with that, Your Honor.
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> * * *
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> THE COURT: [Appellee], having heard that, is that acceptable to you?
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> * * *
>
> [APPELLEE]: Your Honor, I'm fine.

In contrast, the Consent Order states:

> ORDERED, that the parties shall have joint legal custody. Each party shall keep the other fully informed of, and involved in, the decision-making process with regard to the minor child's emotional, moral, educational, physical and general welfare. *In the event the parties are unable to come to an agreement with respect to a legal custody decision following reasonable efforts to consult with each other and consider the other's input, [appellee] shall have "tiebreaking authority" with respect to said legal custody decision and said decision shall be binding on both parties and the minor child*[.] (emphasis added).

The record demonstrates that the Consent Order did not reflect the parties' agreement regarding tie-breaking authority. To the contrary, there was no reference to appellant retaining tie-breaking authority during the summer months when she has primary physical custody of minor child G. Moreover, appellee's opposition to her Motion to Revise further supports the agreement regarding tie-breaking authority.[4]

[4] In appellee's motion opposing appellant's Motion to Revise, appellee stated, "[t]he parties did *not* agree that [appellee] would exercise tie-breaking authority for legal custody issues during the school year, while [appellant] would exercise tie-breaking authority or legal custody issues during the summer vacation."

Appellant agreed to such terms under a presumption that the Consent Order would reflect the decisions reached by the parties. Accordingly, we conclude that the Consent Order was appealable because it was inconsistent with the parties' oral Agreement.

II. Circuit Court's Denial of Appellant's Motion to Revise

We next address appellant's argument that the circuit court "[a]bused its discretion in denying the motion for revision."[5] In addressing appellant's argument, we consider the grievances outlined in appellant's Motion to Revise.

Noting the wide discretion possessed by a trial judge in granting a Motion to Revise under Maryland Rule 2-535(a), appellee contends that the grievances reflected in appellant's motion are "moot, immaterial, or irrelevant to the instant matter [ ]" because it fails to identify problems in connection with the Consent Order regarding primary physical custody, access, and holiday and summer schedules. Specifically, appellee avers that the issues presented in paragraphs one and two of appellant's motion are moot because they are issues of fact that existed prior to the August 26, 2014 agreement between the parties.[6]

[5] In appellant's first, second, and third issues on appeal, she avers that the circuit court abused its discretion on grounds that are interrelated and involve some of the grievances outlined in her Motion to Revise. To maintain clarity, these issues on appeal will be consolidated and addressed together.

[6] Appellee notes that he provided answers to Interrogatories and Responses to Requests for Production of Documents on or around August 12, 2014 and that appellant's alleged concerns stated in paragraphs one and two existed prior to the August 26, 2014 hearing date.

Appellee further contends that the issue regarding the child's enrollment in school in paragraph three of appellant's motion was irrelevant because neither the parties' Agreement nor the Consent Order identified a specific school in which the child would be enrolled. Appellee recounts, "[t]hough [appellant] raised an objection to the school in which [appellee] enrolled the child following his relocation to Pennsylvania, [the court] signed the Consent Order after holding a phone conference with the parties and speaking with the minor child in chambers."

Appellant asserts several grievances in paragraph four of her Motion to Revise.[7] For the reasons that follow, we conclude that the circuit court abused its discretion in denying appellant's Motion to Revise regarding two of appellant's grievances.[8] *See infra*, for discussion on tie-breaking authority.

A. Summer Visitation

Appellee avers that in contrast to appellant's grievances, the Consent Order properly included the parties' agreement regarding appellee's visitation during the summer months, which was confirmed by appellant's counsel at the conclusion of the August 26, 2014 hearing. However, the Consent Order did not properly include the parties' agreement

[7] In sum, appellant contends that the Consent Order: 1) added terms regarding tie-breaking authority; 2) added terms regarding the designation of the parties' daughter, K.R.S., as an authorized driver in event of emergencies; and 3) contained terms inconsistent with the Agreement regarding care and custody the first week after school ends and telephone and video access.

[8] The Court is not persuaded by appellant's remaining arguments under paragraph four. Appellant failed to address these issues during the hearing or prior to the Agreement, either directly or through counsel. Accordingly, those arguments will not be addressed.

regarding appellee's visitation during the summer months as it related to the start of summer visitation. The transcript reflects the following:

> [APPELLANT'S COUNSEL]: My client — look at the school schedule. The way that his, that is, Mr. — yes, he, he can choose one week in the summer time for his week. She would just ask that it not be the first week of the summer vacation. So he would turn [minor child G.] over the Friday after school ends and then she would have the next week. She just wants to make sure that —
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> THE COURT: She doesn't want him to extend it an extra week —
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> [APPELLANT'S COUNSEL]: That's correct.
>
> THE COURT: — after school is over.
>
> [APPELLEE'S COUNSEL]: And we talked about making sure that that is clarified in this order. There was —
>
> THE COURT: Okay.
>
> [APPELLEE'S COUNSEL]: — some — that's fair. There was some question about when [appellee's] summer visitation kicked in. And we will make sure that that is crystal clear in this order, because I know that there was — I was involved and [appellant's counsel] was not but there was some back and forth about that with another attorney, so —

In contrast, the Consent Order states the following:

> ORDERED,
>
> * * *
>
> 1. [Appellee] shall have the minor child in his care and custody the first week after school ends for the summer vacation and the week before the minor child's school is to recommence[.]

The record reflects that appellant did not agree to appellee having the first week of summer and that appellant's objections were acknowledged by the court and appellee's counsel.

Given the inconsistencies between the oral Agreement and the Consent Order regarding tie-breaking authority and the start of summer visitation, appellant's Motion to Revise should have been granted.

B. Appellant's Request for a Hearing

In similar vein, appellant further avers that "[t]he circuit court erred when it denied the request for the hearing in appellant's [M]otion to [R]evise according to Maryland [Rule] [ ] 2-311." We agree. Maryland Rule 2-311(f), states in pertinent part,

> Hearing — Other Motions. A party desiring a hearing on a motion, other than a motion filed pursuant to Rule 2-532, 2-533, or 2-534, shall request the hearing in the motion or response under the heading "Request for Hearing." The title of the motion or response shall state that a hearing is requested. Except when a rule expressly provides for a hearing, the court shall determine in each case whether a hearing will be held, but the court may not render a decision that is dispositive of a claim or defense without a hearing if one was requested as provided in this section.

Thus, a hearing is mandatory if (1) the hearing was properly requested and (2) the court's decision was dispositive of a claim or defense.

We concede that the denial of appellant's Motion to Revise was dispositive of her request for relief, thus, the first factor is not at issue. Regarding the second factor however, appellee counters that appellant "requests no other relief than a hearing so that evidence in the transcript can be presented," rather than requesting to strike or vacate the Consent Order.

Appellee asserts that, "Maryland Rule 2-535 does not expressly provide for a hearing on a Motion to Revise [ ]" and that pursuant to Maryland Rule 2-311(f), a party desiring a hearing on a motion must request as such in the motion or response under the

heading "Request of Hearing," which was not done by appellant. Appellee further avers that since appellant did not properly request a hearing, the circuit court judge did not abuse its discretion in denying appellant's Motion to Revise.

We disagree. Appellant's failure to specifically request a hearing using the headline "Request for Hearing" does not negate appellant's request. "Ordinarily, 'magic words' are not essential to successful pleading in Maryland. Courts and administrative agencies are *expected to look at the substance of the allegations before them, not merely at labels or conclusory averments*." *Alitalia Linee Aeree Italiane v. Tornillo*, 320 Md. 192, 195 (1990) (emphasis added). *See also Hill v. Hill*, 118 Md. App. 36, 44 (1997) (holding that "under Maryland law, when motions and other pleadings are considered by a trial judge, it is the [substance] of the pleading that governs the outcome, and not its [form]. In other words, the nature of a motion is determined by the relief it seeks and not by its label or caption").

Moreover, "our concern is with the nature of the *issues* legitimately raised in the pleadings, and not with the labels given to the pleadings." *Hill*, at 44 (quoting *Higgins v. Barnes*, 310 Md. 532, 535 n.1 (1987). Appellant's caption or lack thereof, is neither ambiguous nor misleading. Appellant requested the following relief in her Motion to Revise Consent Order:

> [Appellant] seeks the following relief: [Appellant] urgently requests a hearing so that the evidence in the transcript can be presented. [Appellant] requests that the court ORDER any such other relief as it deems necessary.

Although appellant failed to use the label, "Request for Hearing," the substance of her motion reflects a request for a hearing. Accordingly, under Md. Rule 2-311(f), appellant's request for a hearing was mandatory and should have been granted.

C. In Camera Interviews

Appellant contends that "[t]he court abused its discretion by interviewing the minor *in camera* without a wavier on the record for a reading of the transcript." Specifically, that the court erred by "[i]nterviewing the minor child *in camera* on August 26, 2014 and on October 30, 2014 without having a court reporter read the content of the interview and not placing a waiver on the record by the parties to do so[.]" We disagree.

Though it is unclear from the record whether the parties were informed of or consented to the *in camera* interview of minor child G. prior to the court doing so, whether a court reporter was present during the interview, or if the parties waived such action by the court, neither circumstance would not have altered the outcome of the Consent Order.

At some point, the parties were made aware of the *in camera* interview. Neither party raised any opposition or grievance to the court's conduct. The transcript states the following:

> THE COURT: As the parties know, I have been speaking with counsel in chambers throughout the day. You also, I'm sure, are aware of the fact that I spoke with your child, your son [minor child G.] . . . although it is not my regular practice to interview children in chambers because I don't like putting them in the middle or making them feel that they have to make a decision about what happens in the case, I think it was in this instance a benefit to the [c]ourt in helping the [c]ourt in turn look at what might be the best way to address the interests of the child and to address the concerns of the parties.

Additionally, the substance of the child's statements at the interview was revealed to the parties during the hearing, in which the information garnered from the child ultimately coincided with the oral Agreement between the parties. In summarizing the interview, the court stated,

> THE COURT: And getting back to [minor child G.], I will tell you that he made it clear, and I told counsel this in chambers, he made it clear that he wants to spend time with both parents. He enjoys not only being with his mom but with his sister. He told me they were going to play Halo which I don't know what that is, but they had plans to do that this afternoon. He enjoys going fishing with his dad. He enjoyed going up to Delaware to the beach[.]
>
> * * *
>
> THE COURT: Okay. He enjoyed going up there with mom and sis. He enjoyed going out to Iowa to be with dad's brothers and their spouses and so that was the overriding or [overarching] theme throughout our 30-minute discussion.

In *Marshall v. Stefanides*, 17 Md. App. 364 (1973), this Court stated,

> Basically, the cases involving a court's conducting a private interview with a child over whom there is a custody dispute are of two types: (1) where the parties have not consented to, nor acquiesced in, the informal procedure, and (2) where the interview is held pursuant to the actual or implied stipulation of the parties. In the absence of waiver or consent, either the private interview is deemed generally proper, or it is never proper.
>
> However, two major limitations of the rule accepting such an interview as generally proper narrow the distinction. *Some cases indicate that a private interview is only proper where the court reveals the contents of the conversation prior to making the custody award, while other cases hold that such an interview is proper just so long as the award is based on evidence produced in open court rather than on information obtained in private.*

Id. at 368 (emphasis added). In light of the record, the circuit court's *in camera* interview with the child fits squarely into both exceptions. At the hearing, the judge revealed the overall substance of the 30-minute discussion during the *in camera* interview, prior to the issuance of the Consent Order. Although the court opined that the *in camera* interview benefitted the court because it helped to assess the best way to address the interests of the child and the concerns of the parties, the Consent Order was based upon the oral Agreement between the parties, rather than the information gleaned from the child during the *in camera* interview.

This case is distinguishable from *Marshall* where this Court concluded in part, that the trial judge's interview with the children "simply does not fit into any of the expounded exceptions" because "[t]he [trial judge] did not reveal 'the contents of the conversation prior to making the custody award' nor did he ground his decision solely on the basis of the evidence produced in open court." *Marshall*, 17 Md. App. at 368.

Furthermore, the rationale supporting the circuit court's decision to conduct an *in camera* interview of minor child G. was appropriate. *See Karanikas v. Cartwright*, 209 Md. App. 571, 590-91 (2013), where the Court opined, [w]e have explained that in determining whether to interview a child:

> [T]he child's own wishes may be consulted and given weight if he is of sufficient age and capacity to form a rational judgment. . . . But we adopt a rule that there is no specific age of a child at which his wishes should be consulted and given weight by the court. The matter depends upon the extent of the child's mental development. The desires of the child are consulted, not because of any legal rights to decide the question of custody, but because the court should know them in order to be better able to exercise its discretion

> wisely. It is not the whim of the child that the court respects, but its feelings, attachments, reasonable preference and probable contentment.

Accordingly, we conclude that the court did not abuse its discretion by interviewing the minor child.

D. Appellant's Remaining Issues on Appeal

Appellant advanced no support or argument for her fifth and sixth issues raised on appeal. As a result, we decline to address those arguments.

JUDGMENT OF THE CIRCUIT COURT FOR BALTIMORE COUNTY IS AFFIRMED IN PART AND REVERSED IN PART. CASE REMANDED TO THE CIRCUIT COURT FOR PROCEEDINGS CONSISTENT WITH THIS OPINION. COSTS SPLIT BETWEEN THE PARTIES, 50% TO BE PAID BY APPELLANT AND 50% TO BE PAID BY APPELLEE.