

Circuit Court for Montgomery County
Case No.: 174996FL

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND*

No. 805

September Term, 2023

BISHR ANANI

v.

QUN GU

Nazarian,
Leahy,
Wright, Alexander, Jr.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Wright, J.

Filed: January 12, 2024

*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).

Bishr Anani, appellant, filed a complaint for limited divorce and other relief against Qun Gu, appellee, who in turn filed an amended counter-complaint for absolute divorce and other relief. On May 25, 2023, the Circuit Court for Montgomery County entered a judgment of absolute divorce; awarded Ms. Gu sole legal and primary physical custody of the couple’s minor son; awarded Mr. Anani visitation rights (subject to successful completion of reunification therapy); ordered Mr. Anani to pay Ms. Gu child support; and denied “all further requests for relief[.]” Mr. Anani, representing himself, appealed that decision. He raises nine “issue[s],” which we will address below. His central issue, as we recast it, is whether the circuit court erred by declining to address marital property issues. For the reasons to be discussed, we shall affirm the judgment.

BACKGROUND

Marriage & Separation

The parties first married in China, where Ms. Gu was born and resided. When Ms. Gu became pregnant with their child, she came to the United States to give birth, but two weeks after the birth she returned with the child to China. In 2014, when the child was about four years old, Ms. Gu and the child moved from China to the U.S. where Mr. Anani and his ex-wife and their four children lived. In 2015, Ms. Gu and Mr. Anani married in a civil ceremony in Upper Marlboro.¹

Upon her relocation to the U.S., Ms. Gu testified that she and the child resided for a week in a hotel “because the house he told me that he purchased for me and [the child]

¹ Their Marriage Certificate reflects that, at the time of the civil ceremony on August 27, 2015, Mr. Anani was divorced and Ms. Gu was single.

to live was not livable[.]” Ms. Gu testified that she spent her money to renovate and furnish this house, located at 5801 63rd Place in Riverdale. They later moved to a townhouse she purchased on Villisca Terrace in Derwood, and Mr. Anani rented his Riverdale house to tenants.

Ms. Gu testified that Mr. Anani “shuttled between my house” on Villisca Terrace and a house on Veirs Mill Road in Rockville where his ex-wife and his children from that marriage resided. Ms. Gu referred to Mr. Anani’s first wife as his “other wife” and testified that, although he claimed to be divorced, Mr. Anani “has [a] very close relationship” with his ex-wife and their children and he frequently stayed overnight at their home.

When the Covid-19 pandemic struck and classes were held on-line rather than in person, Ms. Gu testified that her son’s grades dropped and he was no longer a straight A student. Ms. Gu became concerned and began researching schools offering in-person classes and discovered a private school in Kentucky. She claimed that Mr. Anani had “helped in the search” for a school, and he testified that he assisted with Ms. Gu and their son’s move to Kentucky. After they left, Ms. Gu informed Mr. Anani that she wanted a divorce. Claiming that Mr. Anani threatened to harm her when he learned that she had engaged a real estate agent to sell the Villisca Terrace home, Ms. Gu sought and obtained a protective order in Kentucky.²

² At the May 22, 2023 trial in this case, Ms. Gu testified that the Kentucky protective order has been extended to 2025.

Ms. Gu purchased a home in Kentucky, where she continues to reside with the parties' son. The child is a "top student" in his class, has friends, and is involved in a variety of activities.

Legal Proceedings

On April 16, 2021, about two weeks after Ms. Gu moved to Kentucky, Mr. Anani, through counsel, filed an "Emergency Complaint for Custody and Immediate Return of Child, and Complaint for a Limited Divorce." Among other things, Mr. Anani alleged that Ms. Gu listed the Villisca Terrace home (admittedly titled in Ms. Gu's name) for sale with a realtor. He requested that the court order Ms. Gu to immediately return the child to Maryland; award him physical custody of the child; "[d]etermine that the property at 15501 Villisca Terrace . . . is the family home" and award him use and possession of the home until further court order; enjoin any sale of the Villisca Terrace property; order Ms. Gu to "return the family use personal property she removed from the family home" and grant him use and possession of that personal property until further court order; grant him a limited divorce; and "[g]rant such other and further relief as to this Court may seem just and proper."

On April 29, 2021, the court convened a hearing on Mr. Anani's emergency requests, at which time it appears that he withdrew his request for the child's immediate return to Maryland and withdrew his objection to the sale of the Villisca Terrace property.³

³ Although in her brief Ms. Gu cites to a transcript from the April 29, 2021 hearing (and quotes Mr. Anani's counsel), the transcript does not appear to be in the record before us. On May 3, 2021, however, the court entered an order (dated April 29, 2021) rescinding
(continued...)

On June 28, 2021, Ms. Gu filed an Answer to Mr. Anani’s emergency motion and complaint for limited divorce.

Then on July 16, 2021, Ms. Gu filed a “Counter-Complaint for Custody, Absolute Divorce or, in the Alternative, Limited Divorce, and Other Appropriate Relief.” In her counter-complaint, among other things, she alleged the following:

15. The parties acquired some shared and tangible properties during the marriage including personal property and furnishings, all of which constitutes marital property within the purview of Md. Code Ann., Fam. Law [(“FL”)] §8-201(e). [Ms. Gu] requests that this Court decide any disputes as to ownership of personal property, and to enter an appropriate monetary award which fairly and equitably divides the parties’ marital assets.

16. There is a dispute between the parties as to the character, ownership, and value of certain personal property titled in the sole name of [Ms. Gu]. Specifically, [Ms. Gu] has substantial property that was acquired prior to the marriage, as gifts from third parties, and/or via inheritance.

17. There is no real property acquired by both parties during the marriage. All real property acquired during the marriage was acquired by [Ms. Gu] prior to the marriage, as gifts from third parties, via inheritance, and/or is directly traceable thereto.

In her prayer for relief, Ms. Gu requested, among other things, that the court “[d]etermine the ownership of all personal property titled in the names of both parties, or either of them”; “[d]etermine the value of all marital property of the parties”; “[p]ass an Order granting to [Ms. Gu] a monetary award as an adjustment of the equities and rights of the parties in the marital property”; and grant Ms. Gu “all relief to which she may be entitled pursuant to the Family Law Article of the Annotated Code of Maryland[.]”

its April 22, 2021 order enjoining the sale of the Villisca Terrace property. Mr. Anani does not dispute that he had consented to the sale of this property.

Mr. Anani filed an Answer to Ms. Gu’s counter-complaint in which he admitted “the statements and allegations in the first sentence” of ¶ 15. By failing to give any answer whatsoever to the allegations in ¶ 16 and ¶ 17, he admitted those allegations as well.⁴ He requested that the court “[d]eny the relief requested in the Counter-Complaint” and “[g]rant such other and further relief as it may deem just and proper.”

In March 2022, the court granted the request of Mr. Anani’s counsel to withdraw his appearance from the case. From that point forward, Mr. Anani represented himself in this litigation.

On July 24, 2022, Ms. Gu filed an amended counter-complaint. Her only allegation related to property was set forth in ¶ 7:

During the course of the marriage, the parties accumulated certain property, both tangible and intangible, as a result of [Ms. Gu’s] efforts to advance the family. Mr. Anani contributed little to the family.

In her prayer for relief, in addition to seeking an absolute divorce and custody of the parties’ child, Ms. Gu requested that the court determine what property is marital and non-marital and the value thereof; grant her a monetary award adjusting the rights and equities of the parties in the marital property; award her an equitable share of any retirement assets accumulated during the marriage, including any survivorship benefit plans; resolve all disputes between the parties with respect to the ownership of “real and/or personal

⁴ “Averments in a pleading to which a responsive pleading is required, other than those as to the amount of damages, are admitted unless denied in the responsive pleading or covered by a general denial.” Md. Rule 2-323(e).

property”; and to award “such further relief as may appear necessary and appropriate in the interests of justice.” Mr. Anani did not file an answer to the amended counter-complaint.

On May 22, 2023, the court convened a trial on the merits. At the outset of trial, Ms. Gu’s counsel reminded the court that Mr. Anani had filed a complaint for a limited divorce and Ms. Gu an amended counter-complaint for an absolute divorce. And because Mr. Anani had not sought an absolute divorce, counsel asserted that under his complaint the court was authorized under FL § 8-202(a) to resolve any dispute related to personal property but not real property.⁵ And the only “issue of property” Mr. Anani had pled in his complaint involved his opposition to Ms. Gu’s sale of the Villisca Terrace house, an issue counsel maintained was resolved when Mr. Anani subsequently consented to the sale. Counsel advised that Ms. Gu was not going forward with her marital property requests and, therefore, a marital property determination and a monetary award was not before the court.

In response, Mr. Anani indicated that he would “right now” like to make a request for a resolution of marital property disputes and for a marital property award. Ms. Gu objected. The court concluded that Ms. Gu had the right to withdraw any request she had made in her amended counter-complaint and would not allow an amendment to Mr.

⁵ In pertinent part, FL § 8-202 provides:

(a) *Determination of ownership.* – (1) When the court grants an annulment or a limited or absolute divorce, the court may resolve any dispute between the parties with respect to the ownership of personal property.

(2) When the court grants an annulment or an absolute divorce, the court may resolve any dispute between the parties with respect to the ownership of real property.

Anani’s complaint without her consent. Accordingly, the court did not entertain any marital property issues and did not make any monetary award.

STANDARD OF REVIEW

“When an action has been tried without a jury, an appellate court will review the case on both the law and the evidence” and “will not set aside the judgment of the trial court on the evidence unless clearly erroneous[.]” Md. Rule 8-131(c). In reviewing the trial court’s application of the law, however, we “exercise our independent appraisal . . . employing the least deferential standard of review.” *Lasko v. Lasko*, 245 Md. App. 70, 75 (2020).

DISCUSSION

Mr. Anani states in the introductory paragraph of his informal brief that the court “awarded all marital assets to [Ms. Gu], including our primary residence and four other properties for which we paid in full, totaling \$814,000. Not a single asset was awarded to me[.]” He then lists nine “issue[s]” for this Court’s review. Because his overarching complaint relates to the failure of the circuit court to consider marital property issues, we shall focus on that first. We shall then address the issues as phrased by Mr. Anani.

First, to be clear, the circuit court did not address any issues related to marital or non-marital property and made no monetary award. Thus, Mr. Anani’s assertion that the court awarded “all marital assets” to Ms. Gu is incorrect. Second, it is not clear from the record before us the extent of or value of any property owned by the parties. We glean from

the trial testimony that Ms. Gu purchased some distressed properties during the marriage which the parties renovated and rented.⁶

I.

Ms. Gu asserts that Mr. Anani “at no time filed a pleading seeking to amend his initial complaint and request a monetary award.” And because she withdrew her request for a resolution of marital property issues and her request for monetary award, she maintains that “no request for a monetary award was before” the circuit court and, therefore, the court did not err by not addressing marital property.

We agree that Mr. Anani did not amend his complaint for a limited divorce and that the only property issue raised therein related to his emergency request that the Villisca Terrace property be deemed the “family home” and the personal property it contained be deemed “family personal use property.”⁷ That request clearly went hand-in-hand with his

⁶ It appears that the parties attempted to complete a Joint Statement listing their marital and non-marital property pursuant to Md. Rule 9-207(b). A form signed (and presumably prepared) by Mr. Anani (but not signed by Ms. Gu or her counsel) listed five real properties (including the Villisca Terrace property and the property Ms. Gu purchased in Kentucky after the separation) and stated they were all titled in Ms. Gu’s name. On the form prepared by Ms. Gu’s counsel (but not signed by Mr. Anani), she claimed title only to the Kentucky property, noted that two other properties (including the Villisca Terrace property) were “sold,” and that she “never owned” the remaining two on Mr. Anani’s list.

⁷ “Family home” means property in Maryland that: “(i) was used as the principal residence of the parties when they lived together; (ii) is owned or leased by 1 or both of the parties at the time of the proceeding; and (iii) is being used or will be used as a principal residence by 1 or both of the parties and a child.” FL § 8-201(c)(1). The definition excludes property: “(i) acquired before the marriage; (ii) acquired by inheritance or gift from a third party; or (iii) excluded by valid agreement.” FL § 8-201(c)(2).

(continued...)

prayer that the court immediately enjoin the sale of the home and grant him immediate use and possession of it, which became moot when he subsequently consented to the sale of the property and withdrew his emergency request that the child return to Maryland and be placed in his custody.

In Ms. Gu’s amended counter-complaint for an absolute divorce she, among other things, requested the court to determine what was and was not marital property, resolve all marital property disputes, and grant her a monetary award after adjusting the rights and equities of the parties in the marital property. In his answer, Mr. Anani urged the court to deny the relief she requested.⁸ In other words, in his complaint Mr. Anani did not seek a determination of and valuation of marital assets or a monetary award to equitably divide the same, and in his answer to Ms. Gu’s amended counter-complaint, he asked the court to deny the relief she had requested. At trial, Ms. Gu withdrew her request for the resolution of any marital property disputes and for a monetary award reflecting the adjustment of the

“Family use personal property” is “tangible personal property: (i) acquired during the marriage; (ii) owned by 1 or both of the parties; and (iii) used primarily for family purposes.” FL § 8-201(d)(1). It includes motor vehicles, furniture, furnishings, and household appliances, but not “property: (i) acquired by inheritance or gift from a third party; or (ii) excluded by valid agreement.” FL § 8-201(d)(2)–(3).

⁸ Because Mr. Anani did not file an answer to Ms. Gu’s amended counter-complaint, his answer to her counter-complaint is deemed the answer to her amended counter-complaint. *Lasko*, 245 Md. App. at 78-79 (where wife failed to file an answer to husband’s amended complaint for an absolute divorce, her answer to his initial complaint for a limited divorce became the answer to the amended complaint); Md. Rule 2-341(a) (“If no new or additional answer is filed [in response to an amended pleading] within the time allowed, the answer previously filed shall be treated as the answer to the amendment.”).

rights and equities of the parties in the marital property. Consequently, a resolution of any marital property dispute was not before the court.

Two prior opinions of this Court inform our review and consideration of this issue. The first is *Huntley v. Huntley*, 229 Md. App. 484 (2016). There, in wife’s complaint for absolute divorce she requested a monetary award, alimony, and a portion of husband’s retirement benefits. *Id.* at 487. Husband filed an answer in which he denied wife’s entitlement to a monetary award and asked the court to deny her alimony. *Id.* at 487-88. Husband did not file a counter-complaint and did not request any affirmative relief other than the grant of a divorce. *Id.* at 488. At trial, however, husband requested a portion of wife’s retirement benefits, which the court denied because he had not included the request in his pleadings. *Id.* Husband appealed.

In affirming the judgment, this Court noted that “the trial court’s authority to grant relief to a party is circumscribed by the relief requested in *that* party’s pleadings.” *Id.* at 493-94 (emphasis added). We concluded that husband had not requested in his pleadings a share of wife’s retirement benefits and, therefore, the court did not err in refusing to award husband a portion of wife’s retirement benefits. *Id.* at 486-87; 490; 496. We rejected husband’s contention that, because wife had listed her retirement benefits (which she was already receiving) on her Md. Rule 9-207 form as marital property, *id.* at 489-90, she was not prejudiced by his failure to request an equitable division of that money. *Id.* at 494. We stated that wife’s admission on the Md. Rule 9-207 form that she was receiving retirement benefits did not “constitute [husband’s] request in a *pleading* that the court divide such benefits.” *Id.* (emphasis in the original). Moreover, we noted that, had wife known that

husband would seek a portion of her retirement benefits, she may have sought a different distribution of her share in his retirement benefits, an option that was foreclosed when husband failed to include his request in his pleadings. *Id.* at 495.

We also find instructive this Court’s opinion in *Lasko, supra*. There, husband filed a complaint for limited divorce in which he alleged, among other things, that the parties had acquired various items of tangible and intangible property during their marriage (including automobiles, bank accounts, and retirement accounts) presently owned by one or both of them and used primarily for family purposes. 245 Md. App. at 73. Husband’s prayer for relief included a request that the court, when entering judgment, determine ““which of the property owned by the parties is marital property and the value of the same.”” *Id.* He further prayed for “all relief to which he may be entitled pursuant to the Family Law Article of the Annotated Code of Maryland.” *Id.*

Wife filed an answer and counter-complaint for limited divorce, alimony, and child custody. *Id.* Husband subsequently filed a supplemental and amended complaint for absolute divorce, seeking the same relief as in his initial complaint. *Id.* at 74. Wife did not file an answer to this pleading. *Id.*

At trial, husband argued that the court had no authority to grant wife a monetary award because she never properly pleaded a request for same or sought an absolute divorce. *Id.* The court disagreed, finding that wife’s answer was sufficient, and awarded wife \$35,000 to be paid from husband’s retirement account. *Id.* at 74-75.

On appeal, we agreed with husband that, under Maryland’s statutory scheme, “relief in the form of a monetary award or a transfer of property is not available in a proceeding

for a limited divorce” and because wife’s “counter-complaint sought only a limited divorce, she was not entitled to a monetary award under *that pleading*.” *Id.* at 76 (emphasis added). However, we noted that wife had also filed an answer to husband’s complaint in which she requested relief and that answer was deemed her answer to his amended complaint. *Id.* at 78-79.

We then held that, “in a proceeding seeking an absolute divorce, a defendant can request a monetary award, or a transfer of an ownership of an interest in property described in [FL] § 8-205(a)(2), in a counterclaim or in an answer.” *Id.* at 78. We noted that in her answer, wife requested that the court, at the time of entry of judgment, determine which property owned by the parties was marital property and the value of same and she also requested that she be granted all relief to which she may be entitled under the Family Law Article. *Id.* at 79. Thus, we concluded that wife’s answer “sufficiently set forth a claim for a monetary award under the Family Law Article” and, therefore, the court had the authority to grant one to wife. *Id.* at 83.

Here, as noted, Mr. Anani’s complaint was for a limited divorce. In that complaint, he did not seek a resolution of marital property issues other than an emergency determination that the Villisca Terrace property was the family home and contained family personal use property—relief he effectively withdrew when he subsequently consented to the sale of that home and abandoned his request that the child immediately be placed in his custody.

In her amended counter-complaint for an absolute divorce, Ms. Gu requested, among other things, that the court determine what property is marital and non-marital and

the value thereof; grant her a monetary award adjusting the rights and equities of the parties in the marital property; award her an equitable share of any retirement assets accumulated during the marriage, including any survivorship benefit plans; and resolve all disputes between the parties with respect to the ownership of real and/or personal property. In his original and only answer, Mr. Anani made two requests, namely, that the court: (1) deny the relief Ms. Gu requested and (2) “[g]rant such other and further relief as it may deem just and proper.” In short, his answer did not include a specific request related to marital property or a monetary award or even a general request for all the relief he may have been entitled to under the Family Law Article. And, again, he specifically asked the court to deny the relief Ms. Gu had requested, which obviously included a resolution of marital property issues. Accordingly, we hold that the circuit court did not abuse its discretion in declining to grant Mr. Anani’s request—made for the first time on the morning of trial and objected to by Ms. Gu—that it address marital assets. *See* Md. Rule 2-341(a) (authorizing a party to file an amended pleading without leave of court by the date set forth in the scheduling order or, in the absence of a scheduling order, “no later than 30 days before a scheduled trial date”).

II.

We turn now to the issues as phrased and numbered by Mr. Anani.

Issue 1. “Our princip[al] residen[ce] at 15501 Villisca Terrace was not considered at all in the final divorce.”

Given our holding in Section I. above, we find no error in the court’s failure to address this property.

Issue 2. “I didn’t have adequate representations by my Lawyer Bruce Blum.” In support thereof, he claims that, on the advice of Mr. Blum, he “withdrew” his Emergency Complaint for Custody and Immediate Return of Child, and Complaint for Limited Divorce and, therefore, that “case should NOT be admitted into evidence because it was withdrawn.”

Based on our review of the record, Mr. Anani’s complaint was not withdrawn. Rather, at the April 29, 2021 hearing on his emergency requests, it appears that Mr. Anani withdrew his request for the immediate return of the child to Maryland, the designation of the Villisca Terrace property as the family home, and for an order prohibiting Ms. Gu from selling that home. It is true that his complaint was not subsequently amended to seek an absolute divorce and other relief. But Mr. Blum’s appearance was stricken in March 2022 and trial in this case commenced in May 2023. Thus, Mr. Anani had adequate time to amend his complaint or seek new counsel. Moreover, it is not our role in this appeal to evaluate Mr. Blum’s representation.

Issue 3. “I was not given proper notice from the court to submit Joint 9-207 form.”⁹

Given our holding in Section I. of this opinion, this issue is moot. Moreover, in *Huntley, supra*, this Court made clear that the submission of a Md. Rule 9-207 statement is not a substitute for a pleading and, as such, listing property on the statement does not constitute a request for the division of that property. 229 Md. App. at 494-95.

⁹ Maryland Rule 9-207(a) provides that, “[w]hen a monetary award or other relief pursuant to Code, [FL] § 8-205 is an issue, the parties shall file a joint statement listing all property owned by one or both of them.” Section (b) of the Rule sets forth the information the statement shall include.

Issue 4. Ms. Gu’s counsel “lied” at trial “by saying, ‘I don’t know that my client needs to consider a 9-207.’”

First, to place the remark in context, at the outset of trial, Ms. Gu’s attorney told the court that she was “not going forward with the . . . marital property request.” He then said, “[s]o . . . I don’t know that you need a 9-207.” Again, this issue is moot given our holding that the circuit court did not err in declining to consider marital property issues. Moreover, in our view, Mr. Anani’s characterization of counsel’s remarks as a lie is misplaced.

Issue 5. “The judge did not consider my financial statement at the judgment.” In support, he claims that he had “emailed the secretary for the judge with a copy of [his] financial statement and Joint 9-207 form” and the “judge accepted the financial statement but would not consider the Joint 9-207.” He further claims that the judge “was fully and openly errant in her ruling that all marital property goes to [Ms. Gu] and [he] be left with nothing.” He maintains that the judge “ignored [his] request” that the court address marital assets.

Again, this issue is moot given our ruling above. And, again, the court did not award any marital property to Ms. Gu or grant her a monetary award. Furthermore, the court did not ignore Mr. Anani’s request to address marital property. Rather, after hearing from both parties and noting Ms. Gu’s objection, the court denied Mr. Anani’s last minute request to amend his pleading to include a division of marital property.

Issue 6. “[Ms. Gu] did submit for absolute divorce, and we were separated for more than two years, which automatically puts our divorce in the category of Absolute Divorce under the laws of the [S]tate of Maryland.”

Mr. Anani’s statement is true, and an absolute divorce was granted. He makes no further argument, so his point is not clear. We assume his position may be that, given that Ms. Gu filed for an absolute divorce, the court was thereby required to address marital assets. The problem for him, however, is that Ms. Gu withdrew her request for a monetary award and a division of marital property and Mr. Anani failed to plead the same.

Issue 7. “Sharing evidence before the trial. I didn’t have time to study them.” In support, he claims that none of the evidence introduced at trial by Ms. Gu’s counsel was given to him in advance. He claims that he “was kept in the dark the whole time.”

Mr. Anani does not point to any specific evidence nor indicate that he noted any objection to the submission of any exhibits Ms. Gu offered at trial. Accordingly, there is nothing for us to address.

Issue 8. “The danger my son is facing alone in the mountains of Kentucky.” In support, he states:

I submitted to the court a recorded phone conversation between myself, my son, . . . and Mr. David Dressler. We were in the State of Virginia, and my son, without any adult supervision, testified to running with loaded .22 rifles and shooting at ducks, all of this with his mother’s full knowledge. Also, my son is cutting the grass again unsupervised on several steep hills on the farm tractor. My son’s life is in danger, and if he accidentally shoots himself or someone else, he could either end up injured, dead, or in jail. My son’s well-being is in danger by operating a tractor that could flip over on a slope, and if it didn’t kill him, it would injure him. However, the judge stated that she does not see any evidence that I care about my son, and she rejected to hear my argument.

Mr. Anani testified at trial that, one time when speaking with his son by telephone, the son said he was “running with his friend carrying a gun, shooting at the ducks.” He also testified that his son uses a riding lawnmower to cut grass on the five-acre farm where he

lives with his mother in Kentucky. He expressed to the court his concerns about his son’s safety and wished to introduce a recording of the telephone conversation he had with his son. Upon his admission that the son had not agreed to be recorded, the court denied his request to admit the recording into evidence.

In short, we are not persuaded that the court turned a deaf ear to Mr. Anani’s testimony regarding his concerns about his son. Moreover, the court heard Ms. Gu’s testimony that their son is a member of the 4-H club and has learned to handle his BB gun through a marksmanship course.

Issue 9. “Tampering with evidence.” In support, he states:

Just before the judge finish reading the judgment, I asked what about marital assets, the judge response was, “We moved on.” Looking at the transcript, these statement[s] ha[ve] been removed and deleted from the record, and that is tampering with evidence.

The transcript includes a certification by the transcriber that the transcript “represent[s] an accurate transcript of the electronic sound recording of the proceedings” in this case. Mr. Anani has not persuaded us that there was any tampering of the evidence. Even assuming the comment he attributes to the judge is accurate, the comment does not constitute evidence and, if made at the close of the case as he maintains, was simply a reiteration that the court was not revisiting its ruling that marital assets were not before it.

**JUDGMENT OF THE CIRCUIT
COURT FOR MONTGOMERY
COUNTY AFFIRMED. COSTS TO BE
PAID BY APPELLANT.**