Circuit Court for Montgomery County
Case No. 133326FL

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

Nos. 50, 992, 1505

September Term, 2017

CHOO WASHBURN

v.

LARRY WASHBURN

Friedman,
Beachley,
Fader,

JJ.

Opinion by Beachley, J.

Filed: May 3, 2018

This consolidated appeal arises from the divorce of appellant Choo Washburn ("Choo") and appellee Larry Washburn ("Larry"), and encompasses three *pro se* appeals filed by Choo (Appeal Nos. 50, 992, and 1505, Sept. Term 2017). As a threshold matter, we note that Choo's allegations of error are not immediately apparent because none of her appellate briefs contain a list of questions presented in compliance with Rule 8-504(a)(3).[1] Rather, Choo's contentions are buried within the other sections of her briefs, often in the form of conclusory assertions of error, and without any citation to case law.[2] After careful review of Choo's briefs and the record, we have identified the following six issues, which we have organized by appeal:

Appeal No. 50:

On March 23, 2017, the Circuit Court for Montgomery County entered a Judgment of Absolute Divorce ("JAD"). Choo noted a timely appeal from the JAD, arguing that:

1. The trial court erred by denying her claims and motions without a hearing;

2. The trial court failed to abide by its own orders;

[1] Md. Rule 8-504(a)(3) mandates that an appellate brief include: "A statement of the questions presented, separately numbered, indicating the legal propositions involved and the questions of fact at issue expressed in the terms and circumstances of the case without unnecessary detail." Although Choo did include a "Questions Presented" section in her briefs, she presented the same single generic question in each brief: "Is the Appellant able to seek the JUSTICE in the Honorable Court of Special Appeals?"

[2] "On this basis alone, we could reject [her] contention[s]." *Ubom v. SunTrust Bank*, 198 Md. App. 278, 285 (2011). *See, e.g., HNS Dev., LLC v. People's Counsel for Baltimore Cty.*, 425 Md. 436, 459 (2012) (Stating that "[t]he brief provides only sweeping accusations and conclusory statements . . . . [W]e are disinclined to search for and supply [appellant] with authority to support its bald and undeveloped allegation."). We will exercise our discretion to review those arguments that we are able to adequately identify.

3. The trial court erred in its evidentiary rulings; and

4. The trial judge erred by failing to recuse himself.

Appeal No. 992:

Choo and Larry owned two houses at the time of their divorce: one in Chevy Chase, Maryland and one in Wheaton, Maryland. Under the JAD, the court appointed a trustee to sell the two marital properties and divide the proceeds between the parties. After the Wheaton house was sold, Choo appealed from the court's order of ratification, arguing that:

5. The trial court erred in ratifying the sale of the Wheaton home.

Appeal No. 1505:

At the time of the parties' divorce, Choo was residing in the Chevy Chase home. After the court ordered the sale of the parties' real property, Choo filed a motion to stay the sale of the Chevy Chase home pending the resolution of her appeal from the JAD (Appeal No. 50). The circuit court granted Choo's motion to stay on several conditions, including that she pay $2,900 to the trustee every month, from which the trustee was to pay the monthly mortgage on the Chevy Chase home. Instead of paying the trustee, however, Choo went to the bank and paid the mortgage directly. The court found that Choo had not complied with a condition of the stay, and lifted it. Choo appealed, arguing that:

6. The trial court erred in lifting the stay on the sale of the Chevy Chase home.

We hold that the circuit court did not err, and affirm the judgments in all three appeals.

FACTUAL AND PROCEDURAL BACKGROUND

Choo and Larry were married on October 30, 1981. After initially living in Pennsylvania, the parties moved to Wheaton, Maryland in 1992. Two years later, they moved to Chevy Chase, Maryland, but retained the Wheaton home as a rental property. Choo and Larry have three adult children. Larry was the primary breadwinner of the family, and Choo assumed the role of homemaker. Although the better part of their marriage appears to have been relatively harmonious, the last ten years were marked by Choo's extreme distrust of Larry. This distrust manifested itself in accusations of adultery, subpoenas to Larry's employers, and constant litigation between them. In February of 2013, Larry moved out of the parties' marital home and into an apartment in Virginia. After a brief reconciliation, they finally separated in either late 2014 or early 2015.

On January 11, 2016, Larry filed a complaint for divorce in the Circuit Court for Montgomery County. On April 20, 2016, Choo filed a counter-complaint, which she later amended with leave of court. In her amended counter-complaint, Choo raised her own grounds for divorce and requested, among other things, permanent alimony and the Chevy Chase home.

On June 13, 2016, Choo and Larry appeared before a family law magistrate for a *pendente lite* alimony hearing. Finding that Choo did not have an independent source of income, the magistrate recommended that Larry pay Choo $2,110.00 per month in *pendente lite* alimony for her reasonable expenses, as well as the monthly mortgage payment on the Chevy Chase home where Choo resided, which at that time was $2,168.56

per month. Neither party filed exceptions and the circuit court confirmed the magistrate's recommendations by an order dated June 30, 2016.

On January 30, 2017, and February 2, 2017, Choo and Larry appeared in the circuit court for a merits hearing, with the Honorable Michael D. Mason presiding. Neither party was represented by an attorney. After considering all of the evidence, the court delivered a bench opinion on February 23, 2017. The court found that the parties' primary marital assets were:

- Real property located in Chevy Chase, Maryland (valued at $856,648.00, but subject to two liens in the amounts of $299,690.00 and $40,000.00);
- Real property located in Wheaton, Maryland (valued at $338,574.00, but subject to a lien of $236,579.00);
- Larry's annuity from the Office of Personnel Management (paying $8,065.00/month);
- Larry's Vanguard 401k (valued at $21,174.00); and
- Two vehicles: a 2004 Toyota Corolla (valued at $1,160.00), and a 2010 Toyota RAV4 (valued at $6,308.00).

The court: appointed a trustee to sell the Chevy Chase and Wheaton properties, with the net proceeds to be divided equally between the parties; awarded Choo a 50% interest in the Vanguard 401k and a 36.28% interest in Larry's OPM annuity[3]; and determined that Larry would retain the 2004 Corolla while Choo would keep the 2010 RAV4. The court also ordered Larry to pay Choo indefinite alimony in the amount of $1,500.00 per month, but provided that Larry's alimony obligation would not commence until after the sale of one

[3] Choo's interest in the OPM annuity was less than 50% because Larry began working for the federal government prior to their marriage.

of the homes.[4] As stated above, the court entered a JAD on March 23, 2017, from which Choo noted a timely appeal (Appeal No. 50).

On June 21, 2017, the court-appointed trustee filed a Report of Sale for the parties' Wheaton home, along with a request for ratification of the sale and for waiver of publication. On July 3, 2017, Choo filed an opposition and a motion to stay the sale. Choo did not request a hearing in her motions, and the court ratified the sale on July 11, 2017 without a hearing. Choo noted a timely appeal from the ratification of sale (Appeal No. 992).

On August 3, 2017, the court granted Choo's motion to stay the sale of the parties' Chevy Chase home on the condition that she pay $2,900 to the court-appointed trustee by the 10th of each month, from which the trustee would remit the monthly mortgage payment due on the Chevy Chase home. As an additional condition of the stay, the court ordered Choo to fully cooperate with the trustee. A written order containing the terms of the stay was entered on August 11, 2017. Rather than pay the trustee, however, Choo made payments directly to the mortgagee, Bank of America. At a hearing on September 7, 2017, the court found that Choo had failed to comply with the conditions of the stay, denied Choo's motion to pay the mortgage directly, and lifted the stay pertaining to the sale of the Chevy Chase house. Choo timely appealed the order lifting the stay. (Appeal No. 1505).

[4] The court specifically provided that if the Chevy Chase property sold first, Larry would owe $1,000.00 per month in alimony; if the Wheaton property sold first, Larry would owe $500.00 per month in alimony. After the sale of both properties, Larry's indefinite alimony obligation of $1,500.00 per month would commence.

We consolidated Choo's three appeals for appellate review. We shall address the six issues that we have been able to identify in turn.

DISCUSSION

I. The Court's Discretion to Deny Choo's Claims and Motions

Choo generally argues that the trial court erred by: (1) failing to hear the claims that she raised in her amended counter-complaint for divorce, and (2) failing to hold a hearing on fourteen pre-trial motions that she filed. After scouring the record and all the relevant hearing transcripts, we hold that the court did not err.

A. Choo's Amended Counter-Complaint for Divorce

As far as we can discern, Choo's argument regarding her amended counter-complaint for divorce focuses on claims that originated in Montgomery County Circuit Court Case No. 387604V, a prior civil case that Choo filed against Larry in 2014.[5] Her contention that the court did not allow her to present those claims during the merits hearing, however, is plainly contradicted by the record:

> [CHOO]: So, You Honor, may I ask you one thing? So we going to do [387604V], that claim today?

[5] Between 2012 and 2013, Choo and Larry executed multiple written agreements in an apparent attempt to resolve a variety of issues (none of which are relevant to this consolidated appeal). In Case No. 387604V, Choo filed breach of contract claims against Larry based on the agreements, but agreed to dismiss her claims without prejudice after the parties reached a settlement. Under the terms of the settlement, Choo would not be able to raise those same claims in another lawsuit for monetary damages, but instead would only be able to raise them in the context of a family law case. When she filed her counter-complaint for divorce in the instant case, Choo revived those claims. Choo claimed that her recovery on these claims would provide sufficient funds to purchase Larry's share of the Chevy Chase home.

THE COURT: Three, eight, seven, six, zero, four?

[CHOO]: Uh-huh.

THE COURT: That claim is gone. It doesn't exist. What the judge said in that case is any of the claims you were asserting in that case, you can assert here . . .

Choo was apparently confused by the court's statement, because the topic came up again shortly thereafter:

[CHOO]: Dismissed without prejudice. I can claim in final divorce case.

THE COURT: Which is what we're doing. That's right now. That's this case.

[CHOO]: But, Your Honor, you said I cannot claim the money.

THE COURT: You can claim anything that you can prove.

Choo proceeded to present evidence related to her claims. On February 23, 2017, after the court delivered its bench opinion, Choo protested and raised the issue again. The court explained that it did address Choo's claims arising from Case No. 387604V:

THE COURT: Yes, I did. What I said was you had voluntarily dismissed the action in that case based upon the understanding that the claims you were asserting there basically were claims that could be asserted at the time the marriage was dissolved which was in the hearing before me. So I let you make claims against the marital property, against the house, both houses, it's just I didn't find the evidence that you presented with respect to all these claims to be persuasive. I didn't believe it. *So you presented the claim. I understood the claim. I didn't agree with it.*

(Emphasis added). We are satisfied that the court properly considered Choo's claims arising from the prior case. That the court rejected her claims does not equate to error.

B. Pre-trial Motions

At the outset of the merits hearing, the court determined that many of Choo's pending pre-trial motions were moot.[6] On appeal, Choo argues that she was entitled to a hearing on fourteen motions that she filed in the two months prior to the merits hearing.[7] We reject Choo's argument. The court may dispose of a motion without a hearing—even if a hearing is requested—unless the court's decision is dispositive of a claim or defense. Md. Rule 2-311(f); *see also Unnamed Attorney v. Attorney Grievance Comm'n*, 409 Md. 509, 527 (2009) (observing that "a decision dispositive of a claim or defense is one intrinsic to the underlying action.").

Here, Choo's motions presented either issues that had already been resolved, issues that would be resolved during the course of the merits hearing, or collateral matters for which a hearing was not required. *See Fowler v. Printers II, Inc.*, 89 Md. App. 448, 486

[6] The majority of the motions the court determined were moot related to Choo's requests to compel discovery, requests to impose sanctions against Larry for failing to comply with Choo's discovery requests, or prior court orders compelling discovery. The rest of the motions raised substantive claims that were addressed at the merits hearing.

[7] To the extent that Choo argues the court erred in denying three motions for contempt without a hearing, we note that two of her motions were related to a discovery issue that was resolved prior to the merits hearing, and the other, which alleged Larry's noncompliance with the court's *pendente lite* order, was resolved by the court's judgment of divorce. *See* Md. Rule 15-206(c)(2) (A court need not schedule a hearing on a contempt petition that is "frivolous on its face[.]").

(1991) (holding that a hearing is not required on a Rule 1-341 motion for sanctions). Therefore, the court did not err in disposing of Choo's motions without a hearing.

II. The Court's Prior Orders

Choo argues that the court failed to abide by prior orders issued in the divorce case. Although Choo's brief is not the model of clarity, we discern her claims to be: (1) that the court ordered Larry to file his tax returns with the court by January 6, 2017, but took no action when Larry did not comply; and (2) the court did not enforce alimony arrearages that had accrued pursuant to the *pendente lite* order.

A. Court's Order for Sanctions

In an order dated January 3, 2017, the court ordered that "if [Larry] fails to file [his tax returns for the years 2012 through 2015] by close of business on January 6th, 2017, the Court shall impose sanctions against [Larry] at the time of trial with respect to the financial information sought by [Choo]." Choo argues that, because Larry did not file his tax returns with the court until January 12, 2017, the court erred in failing to impose sanctions on Larry.

"In administering the discovery rules, trial judges are vested with a reasonable, sound discretion in applying them, which discretion will not be disturbed in the absence of a showing of its abuse." *Mahler v. Johns Hopkins Hosp., Inc.*, 170 Md. App. 293, 315 (2006) (quoting *E.I. du Pont de Nemours & Co. v. Forma–Pack, Inc.*, 351 Md. 396, 405 (1998)). We note that Larry's filing of his tax returns on January 12, 2017—though not in strict compliance with the court's order—was still weeks prior to trial. Under these

circumstances, the court was within its discretion to decline to impose discovery sanctions against Larry.

B. Pendente Lite Alimony Order

As previously noted, the magistrate recommended that Larry pay Choo *pendente lite* alimony of $2,110 per month. Although the magistrate's recommendation for alimony was retroactive to January of 2016, the magistrate deferred the determination of the actual amount of *pendente lite* alimony arrearages to the merits hearing. Following the merits hearing, the court awarded Choo indefinite alimony of $1,500 per month. As to Choo's claim for *pendente lite* alimony arrearages, the court decided not to assess any alimony arrearages to Larry, reasoning that:

> . . . [H]e's been paying $4,000 a month to maintain those two [marital] properties for about two years. I ordered that those properties be sold and you've been living in one of them for the last two years, and I'm not giving him a dime's worth of credit for the $4,000 he's been paying for those two properties for the past two years. I'm saying despite he's been maintaining them by himself that when they get sold, you get as much money out of it as he does. You just share the proceeds. So to some extent, that's how I'm trying to make up for the money he should have been paying you.

Choo argues that the court's determination not to assess alimony arrearages against Larry was inconsistent with the *pendente lite* alimony order. We initially note that the magistrate deferred the determination and assessment of any alimony arrearages to the merits hearing, and therefore the court was not constrained by any prior determination of arrearages. Furthermore, "a trial court has broad discretion in making an award of alimony, and a decision whether to award it will not be disturbed unless the court abused its discretion." *Roginsky v. Blake-Roginsky*, 129 Md. App. 132, 143 (1999). We note that

"alimony awards, though authorized by statute, are founded upon notions of equity, equity requires sensitivity to the merits of each individual case without the imposition of bright-line tests." *Boemio v. Boemio*, 414 Md. 118, 141 (2010) (quoting *Tracey v. Tracey*, 328 Md. 380, 393 (1992)). Here, the court considered all of the requisite statutory factors and awarded indefinite alimony to Choo. As part of the court's decision, it considered whether to award alimony arrearages, but declined to do so after evaluating all of the parties' financial circumstances. *See Collins v. Collins*, 144 Md. App. 395, 432 (2002) ("Alimony and marital property are two separate concepts and are awarded separately, but there is necessarily an interrelationship between the two, and the court is to review the same types of factors in deciding whether and how much to award in each category."). The core objective of alimony is to do equity. *See Tracey*, 328 Md. at 388 ("[T]he paramount goal of the legislature was to create a statutory mechanism leading to equitably sound alimony determinations by judges."). In light of that objective, we discern no abuse of discretion in the court's decision not to award alimony arrearages related to the *pendente lite* order.

III. The Court's Evidentiary Rulings

Choo asserts that the court erred by: (1) accepting evidence from Larry without asking her if she had any objections, (2) rejecting Choo's attempts to relay statements from her doctor and to introduce a letter from a real estate appraiser, and (3) admitting letters from Larry's siblings.

A. Objections to the Admission of Evidence

Choo has provided no authority in support of her claim that the court was obligated to ask her if she had any objections to evidence, and we are aware of none. *See Marquis v. Marquis*, 175 Md. App. 734, 758 (2007) (quoting *Sodergren v. Johns Hopkins Univ. Applied Physics Lab.*, 138 Md. App. 686, 707 (2001)) ("It is not our function to seek out the law in support of a party's appellate contentions.").

B. Admissibility of Hearsay Evidence

Choo argues that the court unfairly rejected her attempt to relay statements from her doctor regarding the continuing effects of a thumb injury Larry allegedly caused in March of 2008. She also claims that the court erred in thwarting her attempt to introduce a letter from a real estate appraiser regarding the value of marital property. We unequivocally reject Choo's arguments. The statements from Choo's doctor were offered for the truth of the matter asserted, and, as such, were quintessential hearsay. Md. Rule 5-801(c). The appraiser's letter was also hearsay, and Choo failed to argue for the application of any of the hearsay exceptions. *See Ruden v. Citizens Bank & Tr. Co. of Md.*, 99 Md. App. 605, 640 (1994) (holding that appraiser's report was inadmissible hearsay).

Regarding Choo's claims that the court erred in admitting documents purporting to substantiate loans between Larry and his siblings, we note that, "It is well established that a party opposing the admission of evidence 'shall' object 'at the time the evidence is offered or as soon thereafter as the grounds for objection become apparent. Otherwise, the objection is waived.'" *Ware v. State*, 170 Md. App. 1, 19 (2006) (quoting *State v. Jones*,

138 Md. App. 178, 218 (2001)). Here, Choo failed to object to the admission of the evidence she now claims was improperly admitted. Accordingly, Choo waived these claims.

IV. Choo's Motions to Recuse the Trial Judge

Choo filed multiple motions seeking Judge Mason's recusal. She filed her first motion to recuse on January 11, 2017, which she later withdrew at the outset of the merits hearing on January 30, 2017. On March 7, 2017, following Judge Mason's bench opinion, but prior to the formal entry of the JAD, Choo filed another motion to recuse. At a hearing on March 9, 2017, Judge Mason denied the motion to recuse, but stated that he would refer it to the circuit administrative judge for review. According to the docket entries, the administrative judge declined to reverse Judge Mason's decision. On appeal, Choo asserts that Judge Mason was unfair to her, and complains that she was not permitted to obtain review by other circuit court judges.[8]

A party arguing a motion to recuse bears the "heavy burden to overcome the presumption of impartiality and must prove that the judge has a personal bias or prejudice against him or her or has personal knowledge of disputed evidentiary facts concerning the proceedings." *Attorney Grievance Comm'n v. Shaw*, 363 Md. 1, 11 (2001). It is difficult to ascertain Choo's basis for claiming that Judge Mason was unfair to her. We infer from

[8] Although it would preclude her from filing an appeal in this Court, we note that pursuant to Md. Rule 2-551, Choo could have sought in banc review by a three-judge panel from the circuit court.

her briefs and the record in this case that her argument for recusal is based primarily on her dissatisfaction with the result of her divorce case.[9] Dissatisfaction with a judicial ruling or decision is an insufficient ground for recusal. *See Attorney Grievance Comm'n v. Blum*, 373 Md. 275, 297 (2003) ("[Attorney] has not demonstrated that [the judge] was biased or prejudiced against him, only that [the judge] did not rule in his favor."). Accordingly, we reject Choo's recusal claims in their entirety.

V. Ratification of the Wheaton Home Sale

Choo argues that the court should not have ratified the sale of the parties' Wheaton home for a host of reasons, including that: (1) Choo did not consent to the sale, (2) the trustee did not include an affidavit concerning the fairness of the sale, (3) the sale was ratified without a hearing, (4) the trustee did not advertise the sale by publication, (5) the sale was unfair because the house was sold below market value, and (6) Larry and the trustee paid part of the proceeds to pay off a mortgage that did not exist. We shall address each of Choo's claims concerning the sale of the Wheaton home.

A. Court's Authority to Order Sale

Choo argues that the court erred by ratifying the sale of the parties' Wheaton home because, in her view, the home could not be lawfully sold without her consent. She further contends that she had the right to accept or reject the sale price. Under Md. Code (1984,

[9] Choo also alleges discrimination on the basis of race and national origin. We have thoroughly reviewed the record and have found absolutely no indication of any bias or discrimination on the part of Judge Mason. To the contrary, the transcripts reveal that Judge Mason was exceedingly patient and impartial throughout the course of the proceedings.

2012 Repl. Vol.), § 8-202(b)(2) of the Family Law Article ("FL"), when resolving property disputes arising out of a divorce, the court has the power to order the sale of real property and a division of the proceeds. FL § 8-202 contains no requirement that the parties consent to a sale. Nor was the court-appointed trustee required to obtain Choo's consent prior to sale. Pursuant to Rule 14-302(b), the court may appoint a trustee to conduct a judicial sale. Although Rule 14-303 sets forth the actions a trustee must take prior to sale, there is no requirement that the trustee obtain consent from the property owner. We are unaware of any statute, case, or rule requiring a property owner's consent prior to a judicial sale, and therefore reject Choo's claims on this point.

B. Affidavit of Fairness

Choo argues that the court erred in ratifying the sale because the trustee's request for ratification was initially filed without the requisite affidavit as to the fairness of the sale and truth of the report of sale, pursuant to Md. Rule 14-305(a). "The court will ordinarily ratify a sale made by a trustee 'in the absence of fraud or improper dealing or a clear inadequacy of price *as of the time* the sale was made[.]'" *D'Aoust v. Diamond*, 424 Md. 549, 584 (2012) (quoting *Standish Corp. v. Keane*, 220 Md. 1, 9 (1959)); *cf. Hobby v. Burson*, 222 Md. App. 1, 13 (2015) ("In reviewing a court's ratification of a foreclosure

sale, we disturb the circuit court's findings of fact only when they are clearly erroneous.").[10]

While the court agreed with Choo that the trustee should have attached the affidavit, it found that the omission was "a technical violation . . . certainly not one that calls to [sic] into question [the trustee's] honestly [sic] or integrity[,]" and it allowed the trustee to supplement the file. We discern no error.

C. Hearing on Ratification

In her motion opposing ratification of the Wheaton home's sale, Choo set forth a barrage of alleged improprieties, including that: the trustee did not advertise the sale via publication; the trustee did not communicate with Choo; the home was sold below market value; the trustee improperly hired a real estate agent; Choo should be reimbursed for cleaning costs, because the trustee improperly credited Larry with cleaning the mulch from the home; the trustee failed to explain that the parties would have to pay federal and state capital gains tax; and Larry conspired with the trustee and settlement attorney to pay off a nonexistent mortgage. Choo contends that the court was required to hold a hearing to consider her claims.

Under Md. Rule 14-305(d)(2), a hearing is only required if the court decides to set aside a sale, or if a hearing is requested and "the exceptions or any response clearly show

[10] Courts have "general supervisory power" over forced sales of real property, which includes judicial sales, as well as other sales requiring ratification by the courts such as mortgage foreclosure sales. *Bunn v. Kuta*, 109 Md. App. 53, 64 (1996).

a need to take evidence." Here, the court did not set aside the sale, nor did Choo request a hearing in her opposition to the ratification. We perceive no error in the court's determination not to hold a hearing.

D. Advertisement by Publication

Choo argues that the trustee was required to advertise the sale via publication. Again, her contention lacks merit. Although Md. Rule 14-303(b) requires a trustee to advertise a *public* sale in a newspaper of general circulation in the county where the property is located, this requirement by its explicit terms only applies to public sales of real property. Here, the trustee retained a realtor to sell the Wheaton home and secured a contract of sale that was approved by the court. Accordingly, the sale in this case was a private sale pursuant to Rule 14-303(c), and therefore the publication requirements for a public sale under Rule 14-303(b) were inapplicable.

E. Market Value

We summarily reject Choo's assertion that the Wheaton home was sold below market value. The property was appraised at $309,000, and sold for $315,000.

F. Existence of a Mortgage

The accounting filed by the trustee indicates that the parties owed $230,440.86 on a mortgage encumbering the Wheaton property, and that this amount was paid from the proceeds of the sale. Because Choo claimed that Larry had actually paid off the mortgage in September of 2016, she argued that the trustee improperly paid off a mortgage that had already been satisfied. This contention was contradicted by the testimony of both the court-

appointed trustee and a settlement attorney retained by the buyer of the Wheaton home. We see no credible evidence supporting Choo's claim that the mortgage had been previously satisfied.

VI. The Court's Decision to Lift the Stay Related to the Sale of the Chevy Chase Home

"Whether to grant or deny a stay of proceedings is a matter within the discretion of the trial court, and only will be disturbed if the discretion is abused." *Vaughn v. Vaughn*, 146 Md. App. 264, 279 (2002). As stated above, the court granted Choo's motion to stay the sale of the Chevy Chase home on the condition that she pay the trustee every month so that he could then remit the mortgage payment to the lender. As an additional condition of the stay, the court ordered Choo to fully cooperate with the trustee. Instead of paying the trustee, however, Choo paid the mortgagee directly. After the trustee testified that Choo had not paid him the required monthly payments and that she was not cooperating with him, the court found that Choo had not complied with the conditions of the stay, and ordered that the stay be lifted.

Choo makes a number of assertions in support of her claim that the stay was lifted in error, but many of her contentions are either irrelevant to the order lifting the stay, or duplicative of arguments that we have already addressed above. Regarding Choo's argument that she should not have been penalized because she was paying the mortgage, albeit not to the trustee, the terms of the court's order plainly conditioned the stay on Choo paying money for the mortgage *to the trustee*, in addition to cooperating fully with the

trustee. It was within the court's discretion to grant the stay subject to those conditions, and it was likewise within the court's discretion to lift the stay after Choo failed to comply with those conditions. We therefore see no error.

CONCLUSION

For the foregoing reasons, we affirm the circuit court's judgments with respect to all three appeals.

JUDGMENTS OF THE CIRCUIT COURT FOR MONTGOMERY COUNTY IN ALL THREE CONSOLIDATED APPEALS AFFIRMED. COSTS TO BE PAID BY APPELLANT.