

Circuit Court for Baltimore County
Case No. C-03-FM-22-005348

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1017

September Term, 2024

TYRENA JONNELL MYERS

v.

JONATHAN CHEGE

Graeff,
Leahy,
Kehoe, Christopher B.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Leahy, J.

Filed: July 25, 2025

* This is an unreported opinion. The 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).

Tyrena Jonnell Myers (“Mother”) and Jonathan Chege (“Father”) married in 2019 and gave birth to one child in 2020. The parties’ marriage quickly became strained, and they separated on September 26, 2022. On September 27, Mother filed a petition for a protective order in case No. C-03-FM-22-810045. Also on September 27, Father filed a complaint for absolute divorce in the Circuit Court for Baltimore County in the underlying case. Mother responded by filing an answer on October 18 and a counter-complaint for absolute divorce or, in the alternative, limited divorce, custody, child support, and other relief on October 19. Mother sought child support pendente lite and permanently in both filings.

The parties entered into a temporary consent order by which they agreed to dismiss the protective order case. They also agreed, among other things, that during the pendency of the divorce action, they would deposit their earnings in a joint bank account and pay all family expenses from that account.

The circuit court held a merits hearing over three days on January 9, April 15, and May 15, 2024. During the hearing, Mother alleged that Father had not been depositing his earnings in the parties’ joint bank account and requested reimbursement from Father for certain family expenses she had incurred. On July 12, the court granted Father an absolute divorce and ordered him to pay Mother \$78 a month in child support “starting August 1, 2024.” The same day, the court issued an order denying Mother’s request for reimbursement of family expenses.

Mother filed a notice of appeal on July 23 and presents two questions for our review,

which we rephrase slightly:¹

- I. Did the circuit court err in awarding Mother child support starting August 1, 2024?
- II. Did the circuit court err in denying Mother’s request for reimbursement of family expenses?

First, we hold that the court erred in setting the effective date of Father’s child support obligation as August 1, 2024. Under Maryland Code (1984, 2019 Repl. Vol.), Family Law Article (“FL”) § 12-101(a)(1), if a party requests child support pendente lite in an initial pleading, the court must award child support from the date of that initial pleading unless the court finds that doing so would lead to an inequitable result. Mother requested child support pendente lite in her October 18, 2022 answer to Father’s complaint for absolute divorce and her October 19, 2022 counter-complaint, and the court did not explicitly find or explain why awarding child support from the time of those pleadings would lead to an inequitable result. We therefore vacate the child support award and remand for the court to address whether Mother is entitled to retroactive child support.

Second, we affirm the court’s order denying Mother’s request for reimbursement because Mother failed to present any legal basis upon which the court could grant her

¹ Mother’s questions presented are:

- I. WHETHER THE TRIAL COURT ERRED AS A MATTER OF LAW IN CALCULATING CHILD SUPPORT
- II. WHETHER THE TRIAL COURT ERRED AS A MATTER OF LAW IN DENYING APPELLANT’S REQUEST FOR REIMBURSEMENT OF FAMILY EXPENSES

request for reimbursement of family expenses and failed to adequately document the amount she was owed by Father.

BACKGROUND

Events Leading Up to the Divorce

Mother and Father married on January 18, 2019 in the State of Virginia and Mother gave birth to a child on September 25, 2020. When the parties wed, Father was on active duty with the military. He was deployed to New Mexico shortly thereafter and convinced Mother to come along with him. According to Father, the parties' marriage became strained during their time in New Mexico, as Mother struggled to find work and began to exhibit depressive tendencies. In October or November of 2020, Mother returned to Maryland with the parties' child. She began a new job and moved into an apartment. Father sent Mother money to furnish the apartment and care for the child, and came to Maryland to visit when his job allowed. In June of 2022, Father returned to Maryland to attend college and moved in with Mother. Although the parties attended marriage counseling, the relationship was "rocky."

One night in September of 2022, Father attempted to enter the parties' bedroom, where Mother and the child were sleeping, to retrieve clothing for a military obligation the next morning. After several hours of knocking, during which Mother did not acknowledge Father's requests to enter the room, Father kicked in the door. He took his belongings and promptly left the room. Father left the marital home on September 26, 2022, and the parties have remained separated since.

On September 27, Mother filed a petition for a protective order in case No. C-03-FM-22-810045, alleging that Father had damaged the door when he kicked it in. He also “scream[ed] in [her] face,” including the words, “you stupid bitch, I will fuck you up.” The protective order court dismissed the petition on October 4, 2022, after noting “Order of Agreement to be filed.”

Divorce Filing

Meanwhile, Father filed a complaint for absolute divorce in the circuit court on September 27, 2022, requesting, among other things, joint physical and legal custody of the parties’ minor child and visitation.² On October 18, 2022, Mother filed an answer requesting that the court deny the relief sought by Father in his complaint and requesting sole physical and legal custody of the child. Mother further requested, among other things, a pendente lite hearing, alimony “both pendente lite and permanently[,]” and child support “both pendente lite and at the merits of this case.” (Emphasis removed).

Temporary Consent Order

A temporary consent order was entered in the circuit court on October 19, 2022 (the “Temporary Consent Order”). Through this order, the parties entered into a temporary agreement in the underlying divorce action and agreed to dismiss the final protective order case. The order specified that its terms were “temporary and without prejudice and shall remain in effect until further written agreement or order of the court.”

² Father filed amended complaints for absolute divorce on October 11, 2022, September 26, 2023, and October 9, 2023.

Under the Temporary Consent Order, the parties agreed, among other things, not to “abuse, to threaten to abuse, contact, [] attempt to contact, or harass” each other. Father agreed to “vacate, stay away from and not enter” the marital home. Mother was given temporary use and possession of the marital home, as well as temporary sole legal and physical custody of the parties’ child, while Father would have supervised visitation with the child “at a minimum, once per week, through the Baltimore County Supervised Visitation Center.” The Temporary Consent Order specified that “regarding finances, the parties shall continue to share a joint bank account and deposit their earnings into said account as they did when they resided together.” The parties agreed to “continue to pay the family bills, including, but not limited to, the mortgage and daycare, out of this bank account until further agreement or order of court.”

Pendente Lite Hearing

Mother filed a counter-complaint for absolute divorce or, in the alternative, limited divorce, custody, child support, and other relief on the same day the Temporary Consent Order was entered—October 19. In her counter-complaint, Mother requested child support “to be calculated back to the time of the filing of her answer to [Father’s] Complaint and this Counter-Complaint, both pendente lite and permanently.” Father filed an answer to Mother’s counter-complaint on November 8.

The parties appeared before a magistrate for a pendente lite hearing held over two days on April 28 and August 18, 2023.³ On August 25, the magistrate issued a report in which the magistrate recommended, among other things, that Father “be granted unsupervised visitation beginning Saturday September 2 from 10 a.m. until 6 p.m. and then [] on Sunday September 10, from 10 a.m., until Sunday at 6 p.m[.]” and then every other weekend thereafter during the period that the Temporary Consent Order remained in effect. The magistrate reserved on the issue of child support, as Mother did not present evidence of her income at the pendente lite hearing.

Mother filed exceptions to the magistrate’s report and recommendation on August 31 and requested a hearing on her exceptions. Father filed a motion to dismiss Mother’s exceptions on September 11, which was denied. The court held a hearing on Mother’s exceptions on October 27 and issued a memorandum opinion and order on November 21 affirming the magistrate’s report and recommendation and denying Mother’s exceptions. The court then issued an order on November 27, 2023, granting Father unsupervised visitation with the minor child “on alternating weekends[.]”

Merits Hearing

The court conducted a merits hearing over the course of three days: January 9, April 15, and May 15, 2024. At the hearing in January, Father testified that the parties separated on September 26, 2022 and had not reunited since that date. Father stated that he had not

³ Although the pendente lite hearing took place over the course of two days, only the transcript from August 18 is in the record.

been paying child support to Mother because there was no court order requiring him to pay child support. However, Father explained that after Mother returned to Maryland in late 2020, after the birth of their child, he regularly sent her money to support both Mother and child. He would also visit regularly, and then in June of 2022, he moved to Maryland to be closer to Mother and child. At length, Father testified to the altercations between the parties, and to his version of the events in September of 2022 that led to Mother filing the protective order and Father filing for divorce. Father then recounted the many times Mother failed to bring child to the meeting points for Father’s supervised visitations pursuant to the Temporary Consent Order.

Father acknowledged that he was responsible for paying for “the daycare and mortgage and bills” under the Temporary Consent Order and introduced cashier’s checks that he had sent Mother to contribute to these expenses. He explained that he gave Mother \$2,000 a month from November 2022 through April 2023, but that he began sending Mother only “\$1,270” per month, because it was “what the military offered” him.⁴ On cross examination, Father agreed that his reduced payments covered less than half of the total mortgage obligation of \$2,900. Yet, Father testified that he “paid the \$1,200 for mortgage and daycare,” insisting that he “absolutely” considered these payments a form of

⁴ Despite Father’s testimony that he paid Mother \$1,270 after April 2023, the checks for “mortgage and daycare” that Father introduced at the hearing reflected as follows: payments of \$2,000 to Mother on November 7, 2022, December 5, 2022, January 4, 2023, January 31, 2023, March 6, 2023, and April 3, 2023; and payments of \$1,211.70 on May 10, 2023, June 1, 2023, July 11, 2023, August 29, 2023, September 29, 2023, November 27, 2023, and December 18, 2023.

“support” for the minor child. Father testified that he “became aware that the house was in foreclosure” when he “started receiving [] emails” informing him that mortgage payments had been missed, but was unable to provide a date on which this occurred. The merits hearing was ultimately continued to April 15.

At the April 15 hearing, Mother gave her version of the events leading up to the divorce proceeding. She testified that the parties’ minor child had been attending “Sweet Potato Kids” school since March 18, 2024, which cost \$270 per week, and that she had already paid a total of \$1,495 for the minor child to attend this school, including a \$145 registration fee. Mother stated that Father had not contributed to this expense and had not sent her any money since August 2023, with the exception of a single check in February 2024. She explained that although the child had initially been “enrolled in the Goddard School[,]” Father had not “provide[d] the necessary documents” for her to recertify her eligibility for military assistance, and that without such assistance, she could no longer afford the school’s \$1,950 monthly tuition. She averred that she had incurred \$19,000 in household bills, mortgage payments, and childcare since the parties separated.

Furthermore, Mother related that since the entry of the Temporary Consent Order in October 2022, Father had only deposited money into the parties’ joint bank account once, and even then had “quickly withdr[awn] it prematurely.” She said that she was also “supposed to get” military support each month, which she had not received since Father had stopped sending her checks. Overall, Mother averred that from November 2022 through March 2023, she received \$2,000 per month from Father; and from April 2023

through August 2023, she received \$1,211.70 per month from Father. She acknowledged that she had not paid the mortgage on the house since April 2023. She was notified that the house was in foreclosure in October, and she vacated the house on November 10, 2023. When asked by the court whether she sought “reimbursement” for the expenses she had paid without help from Father, Mother stated that she was “requesting child support going forward and reimbursement for the household bills and contribution for her child care.” In response, the court informed Mother that she would “have to . . . provide evidence” that Father had not contributed to the expenses for which she was requesting reimbursement.

At the end of the second day of trial, the court continued the hearing to May 15, 2024. On May 15, the court and counsel for the parties sought to resolve the parties’ financial disputes. The court asked Mother’s counsel for a proffer as to the amount of reimbursement sought. Mother’s counsel stated that Mother sought half of the \$4,295 in education expenses she had incurred, half of a \$500 water and sewer bill, half of \$1,510 she had incurred in homeowner’s fees, half of a \$2,040.99 gas and electric bill, and one third of “all her receipts that she ha[d] kept” since the parties’ separation. Father’s counsel protested that documentation of Mother’s expenses was not provided in discovery, and that Mother’s counsel was not “giving [Father] credit” for amounts he had already paid towards Mother’s expenses. At the conclusion of the hearing, the court stated:

I’m going to make my ruling in the form of a written opinion. I’m going to

give each party 30 days^[5] to submit an argument on this issue since it seems like this is the only thing that's not resolved. Make reference to any exhibits that are already in evidence if you've already presented them or include the exhibits as attachments to upload into MDEC when you upload your argument. That will give me a chance to sit back and look at all of the records and figure out what the appropriate award, if any, should be.

On June 6, Mother's counsel filed a line and attached a series of bills, asserting that Father owed Mother \$7,747.62, but included neither legal argument nor any indication that credit had been given for the money Father had given her. Father's counsel filed a reply on June 25, arguing that Mother's "request for reimbursement should be summarily denied" because the Temporary Consent Order "does not order the parties to share equally in the expense[s.]" Father's counsel further asserted that "the issue was not preserved as [Mother] did not file any pleadings" requesting reimbursement, and that the documents attached to Mother's counsel's line were "not presented during discovery and should not be considered[.]" Finally, Father's counsel emphasized that Mother's "argument does not consider [Father's] contribution to [Mother] since October 2022." Father's counsel further averred that Mother's request for reimbursement was "basically an allegation of failure to comply with" the Temporary Consent Order and that this allegation should have been made in a petition for contempt of that order.

⁵ The court subsequently clarified that Mother's counsel would have 30 days to submit his argument, and that Father's counsel would have 20 days to submit an argument in response.

Judgment of Divorce and Additional Orders

On July 12, 2024, the circuit court granted a judgment of absolute divorce in favor of Father. The court incorporated a custody and access schedule which, among other things, granted the parties joint legal and shared physical custody of the minor child, set a schedule for custody and exchanges of custody, and required Father to “pay child support directly to Mother in the amount of seventy-eight dollars (\$78.00) each month starting August 1, 2024[.]” The same day, the court entered an order denying Mother’s request for reimbursement of family expenses. In that order, the court observed that Mother asserted a right to reimbursement for certain family expenses “[i]n the middle of the trial in this matter,” and had not raised such a request “in any pleading prior to trial.” The court further opined that Mother’s counsel “appeared to be presenting the argument in the form of an alleged contempt” of the Temporary Consent Order, which required the parties to deposit their earnings in a joint bank account and pay all family expenses from that account. The court noted that the Temporary Consent Order does “not require [the] parties to equally split expenses” as contended by Mother’s counsel, and further that Mother’s counsel “failed to provide evidence of expenses paid by Mother in discovery.”

The court then denied Mother’s request for reimbursement of family expenses, reasoning that the request was “not properly before the court.” The court further stated that even if the request was properly before it, Mother’s counsel had not submitted legal argument in favor of her position as directed by the court during the merits hearing. Observing that Mother’s counsel’s June 6 line consisted entirely of “copies of various bills

and expenses” that he acknowledged he had not provided in discovery, the court opined that Mother had “fail[ed] to show that she is entitled to reimbursement.” Mother filed notice of appeal from the July 12 orders on July 23.

DISCUSSION

I.

STANDARD OF REVIEW

Maryland Rule 8-131(c) provides that “[w]hen an action has been tried without a jury, an appellate court will review the case on both the law and the evidence.” We “will not set aside the judgment of the trial court on the evidence unless clearly erroneous, and will give due regard to the opportunity of the trial court to judge the credibility of the witnesses.” *Id.*

II.

CHILD SUPPORT

A. Parties’ Contentions

Mother asserts that under Maryland Code (1984, 2019 Repl. Vol.), Family Law Article (“FL”) § 12-101(a)(1), she was entitled to a retroactive award of child support from the time of her initial pleading in this case. She emphasizes that her answer to Father’s complaint for absolute divorce requested child support pendente lite, and that an award of retroactive child support is “mandatory” in this situation absent a finding that the amount of the award would produce an inequitable result. Father responds by pointing out that Mother specifically requested child support “going forward” at trial and not retroactive

support. Father also emphasizes that he provided financial support in the form of monthly checks following the parties' separation and argues that it would be inequitable to make him provide retroactive child support on top of these payments.

B. Legal Framework

The decision whether to grant retroactive child support “falls within a circuit court’s discretion” and is not mandatory. *Sims v. Sims*, __Md. App. __, __, No. 1787, Sept. Term 2024, slip op. at 44 (filed June 30, 2025). Nevertheless, FL § 12-101(a)(1) directs that “[u]nless the court finds from the evidence that the amount” of a child support award “will produce an inequitable result, for an initial pleading that requests child support pendente lite, the court *shall award* child support for a period from the filing of the pleading that requests child support.” (Emphasis added). By its plain terms, FL § 12-101(a)(1) “only applies to initial pleadings seeking pendente lite child support.” *Tanis v. Crocker*, 110 Md. App. 559, 570 (1996) (emphasis removed). Yet with respect to such pleadings, “[t]he statute’s language is unambiguous[:] [u]nless the court finds that the award would create an inequitable result[,]” child support must be awarded retroactively from the date the initial pleading is filed. *Sims*, slip op. at 45. “For any other pleading that requests child support, the court *may* award child support for a period from the filing of the pleading that requests child support[,]” but does not have to. FL § 12-101(a)(3) (emphasis added). Thus, FL § 12-101(a)(3) “leaves to the discretion of the court that which [FL §] 12-101(a)(1) makes mandatory.” *Chimes v. Michael*, 131 Md. App. 271, 295 (2000).

In *Chimes*, this Court considered whether a complaint “for [c]ustody that secondarily requested ‘child support in accordance with the guidelines, pendente lite and permanently[.]’” 131 Md. App. at 294-95 (emphasis removed), constituted an “initial pleading that requests child support pendente lite” within the meaning of FL § 12-101(a)(1). Chimes had initially filed a complaint for custody of a minor child he shared with his wife, Michael, and Michael had responded by counterclaiming for custody and divorce. *Id.* at 274. Chimes had then filed a counterclaim of his own for divorce, in which he again requested “a reasonable sum as and for child support, pendente lite and permanently[.]” *Id.* at 295. The circuit court granted a judgment of absolute divorce and ordered Michael to pay Chimes child support effective from March 1, 1999. *Id.* at 294.

Chimes appealed, contending, among other things, that the court should have made Michael’s child support obligation retroactive to May 7, 1998 – the date of his initial complaint – under FL § 12-101(a)(1). *Id.* We rejected Chimes’s argument, reasoning that his complaint for custody “was not . . . ‘an initial pleading that requests child support pendente lite,’ but, instead, was a [c]omplaint for [c]ustody that secondarily requested ‘child support in accordance with the guidelines, pendente lite and permanently.’” *Id.* at 294-95 (emphasis removed). “Moreover,” we reasoned, Chimes’s subsequent counterclaim “had the effect of superseding his initial [c]omplaint for [c]ustody” because it “did not incorporate by reference or adopt the original complaint.” *Id.* at 295. In essence, then, there was no initial pleading requesting child support pendente lite, “and no requirement to award child support retroactively.” *Id.* Therefore, FL § 12-101(a)(3)

governed instead of FL § 12-101(a)(1), and the court “was within [its] sound discretion” to reject Chimes’s request for retroactive child support. *Id.* at 296.

More recently, in *Sims*, we held that the circuit court abused its discretion in declining to award retroactive child support from the date of a complaint requesting “child support ‘pendente lite and as long as permitted by law, retroactive to the filing in this case[.]’” Slip op. at 45 (emphasis removed). The court had awarded a wife, who had filed the complaint against her husband in November 2022, \$1,000 a month in child support in a pendente lite order. *Id.* Although the husband began making pendente lite child support payments after the pendente lite order was entered, “those payments did not include arrearages that dated back to the filing of [the wife’s] complaint.” *Id.* At the merits hearing, the wife sought payment of these arrearages, but the court declined to order it, finding that the husband “had paid part of the mortgage on the marital home, child support from the pendente lite order, and the minor child’s private school tuition once [the] [w]ife filed for divorce.” *Id.* Instead, the court (1) ordered the husband to “pay [the] [w]ife child support arrearages amounting to \$12,626 dating back to May 1, 2024; (2) credited [the] [h]usband for payments made totaling \$2,000; and ordered that [the] [h]usband was to pay \$500 monthly in addition to his child support obligation until [the] [h]usband pays the arrearages in full.” *Id.*

In concluding that the court had abused its discretion, we emphasized that under FL § 12-101(a)(1), the court was required to “award the child support retroactively from the date [the] [w]ife filed her pleading unless the court finds that the award would create an

inequitable result.” *Sims*, slip op. at 45. Although we deduced that the court had “found implicitly an inequitable result” based on its decision to award support “retroactively from May 1, 2024 and not the date [the] [w]ife filed her complaint” we observed that “the court didn’t explain why commencing the child support retroactively from the date of [the] [w]ife’s initial pleading would yield an inequitable result.” *Id.* at 45-46. We remanded the case for the court to explain its decision. *Id.* at 46.

C. Analysis

Mother filed an initial pleading that explicitly requested child support “both pendente lite and at the merits of this case[,]” and accordingly falls within the scope of FL § 12-101(a)(1). Unlike in *Chimes*, Mother’s counter-complaint—filed the day after her answer—explicitly *incorporated*, rather than superseded, her answer by specifically requesting that child support “be calculated back to the time of the filing of her answer to [Father’s] Complaint and this Counter-Complaint, both pendente lite and permanently.” *See Chimes*, 131 Md. App. at 295. Father asserts that when she explicitly requested “child support *going forward*[,]” during the merits hearing, Mother effectively waived the requests for pendente lite child support in her answer and counter-complaint. (Emphasis added). But as the Supreme Court of Maryland recently reaffirmed, parents cannot waive their minor child’s right to child support. *In the Matter of the Marriage of Houser*, __ Md. __, __, No. 34, Sept. Term 2024, slip op. at 11-12 (filed June 27, 2025). Moreover, FL § 12-101(a) makes clear that the parties’ *pleadings*, and not their subsequent statements at trial, govern the date from which child support must be calculated.

As the court was faced with “an initial pleading that requests child support pendente lite,” it was required to either make its award of child support to Mother retroactive to October 18, 2022—the date Mother filed her answer—or explicitly make findings that explain why doing so would produce an inequitable result. *See Sims*, slip op. at 44; *Chimes*, 131 Md. App. at 295. Father points out that “there was ample testimony and evidence” that he sent Mother monthly payments after the parties separated to support the parties’ minor child and argues that it would be inequitable to require him to pay retroactive child support on top of these payments. Father introduced six cashier’s checks addressed to Mother for \$2,000, dated between November 2022 until April 2023, and seven cashier’s checks addressed to Mother for \$1,211.70, dated between May 2023 and December 2023, at the hearing. Mother testified that she only received one check from Father after August 29, 2023, in February 2024, but otherwise acknowledged that she had received \$2,000 a month from November 2022 through April 2023 and \$1,211.70 a month from May 2023 through August 2023.

Regardless of the exact amount, it is clear that Father sent Mother money for the mortgage on the marital home and the minor child’s daycare expenses during the pendency of this action. However, like the court in *Sims*, in its July 12, 2024 order, the court offered no explanation for why it set the effective date of Father’s child support obligation as August 1, 2024. Given the court’s selection of an effective date other than the date of Mother’s initial pleading, and the fact that Father gave Mother at least some money during the pendency of this action, we surmise that the court “found implicitly” that awarding

retroactive support from the date of Mother’s initial pleading would produce an inequitable result. *Sims*, slip op. at 45. However, the court did not address the seven to eleven months during which Father apparently did not send any money to Mother. Depending, as explained above, on whether the court credits Mother or Father’s accounting, there is no evidence that Father sent Mother money from either August or December of 2023 to August 1, 2024. Accordingly, we must hold that the court abused its discretion in failing to explain why it selected August 1, 2024 as the effective date of Father’s child support obligation. *See id.* at 45-46.

We therefore vacate the circuit court’s award of child support and remand this case for the court to conduct further proceedings. Assuming the court selected August 1, 2024 as the effective date for Father’s support obligation because it found that awarding retroactive support from October 18, 2022 would produce an inequitable result, the court must explain (1) why awarding retroactive support from October 18 would produce an inequitable result and (2) why August 1, 2024 is an appropriate effective date.

III.

FAMILY EXPENSES

A. Parties’ Contentions

Mother points out that her “testimony at trial concerning expenses was not rebutted or disputed by” Father and argues that the circuit court erroneously based its decision to reject her request for family expenses on Father’s “bald allegation” that documentation of those expenses was never produced in discovery. Mother insists that the amount of her

expenses was “well-known” to Father and that he was not prejudiced by her alleged failure to provide documentation of her expenses during discovery. She argues that Father’s failure to deposit his earnings in the parties’ joint bank account, along with her testimony, provides an accurate and un rebutted picture of the amount owed by Father.

Father responds by emphasizing that Mother’s counsel “failed to file a memorandum in support of her request for reimbursement” as instructed by the court, thereby foreclosing Mother’s ability to contest the issue on appeal. He insists that “the mere fact that [Mother] submitted some bills, without any further explanation or argument,” does not support Mother’s contention that she is entitled to reimbursement and does not “take into account the monies that [Father] provided as support” from the time of the parties’ separation until the judgment of absolute divorce.

B. Analysis

Although Mother cites no legal authority whatsoever in her briefing in support of her argument that she is entitled to reimbursement for family expenses, *see Benway v. Maryland Port Admin.*, 191 Md. App. 22, 32 (2010) (“noting that it is not the function of the appellate court “to seek out the law in support of a party’s appellate contentions”), we shall, nevertheless, consider her argument. Mother requested reimbursement for expenses for the first time during the merits hearing. The court informed Mother that she needed to “provide evidence” of the amount she was owed and, given that that Mother had failed to provide any documentation of her expenses in discovery, ultimately concluded that Mother’s request was not preserved. Still, the court gave Mother’s counsel thirty days to

“submit an argument on [the] issue” and attach any relevant documentation.

Instead of following the court’s directive, Mother’s counsel filed a line that baldly asserted that “[t]he total amount owed to [Mother] is \$7,747.62” and attached a series of bills. Mother’s counsel’s line (1) did not present any argument on why her claim was preserved; (2) did not factor in the amounts Mother acknowledged Father *did* send her for support – at least \$2,000 in November and December of 2022 and January, February, and March of 2023, and \$1,211.70 in April, May, June, July, and August of 2023; and (3) did not identify any legal grounds upon which Mother was entitled to reimbursement. Under these circumstances, we cannot say that the circuit court erred or abused its discretion in rejecting Mother’s request for reimbursement of family expenses.

In sum, we vacate the court’s award of child support starting August 1, 2024 and affirm the court’s order denying Mother’s request for reimbursement of family expenses. Mother requested child support pendente lite in her October 18, 2022 answer to Father’s complaint for absolute divorce and her October 19, 2022 counter-complaint, and the court did not explain why awarding child support from August 1, 2024 rather than from the time of those pleadings would lead to an inequitable result. On remand, the court must either award child support from October 18, 2022 or explain why it selected August 1, 2024 as the effective date. We affirm the court’s denial of Mother’s request for reimbursement of family expenses, as Mother failed to adequately document the amount Father owed her or present a legal basis for the court to award the relief she sought.

**JUDGMENT OF THE CIRCUIT COURT
FOR BALTIMORE COUNTY AWARDING
CHILD SUPPORT VACATED;
JUDGMENT DENYING MOTHER'S
REQUEST FOR REIMBURSEMENT OF
EXPENSES AFFIRMED; CASE
REMANDED FOR FURTHER
PROCEEDINGS CONSISTENT WITH
THIS OPINION; COSTS TO BE SPLIT
EVENLY.**