

Circuit Court for Howard County
Case No. C-13-FM-23-000278

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1475

September Term, 2024

ROY MATHEW

v.

SHINY MATHEW

Shaw,
Zic,
Eyler, James R.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Zic, J.

Filed: May 7, 2025

* 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 Maryland Rule 1-104(a)(2)(B).

This case arises from divorce proceedings between Mr. Roy Mathew, appellant, and Ms. Shiny Mathew, appellee. Ms. Mathew filed for divorce in the Circuit Court for Howard County in February 2023, and Mr. Mathew filed a countercomplaint in March 2023. The divorce trial took place over a period of four days in May 2024. In August 2024, the circuit court granted the parties a judgment of absolute divorce (“JAD”), ordering shared physical custody of the minor children and granting sole legal custody and primary physical custody to Ms. Mathew. Mr. Mathew now appeals.

QUESTIONS PRESENTED

Mr. Mathew presents three questions for our review, which we reproduce with minor alterations:¹

1. Did the trial court err in deny[ing] appellant[']s request for child support when the children were in his primary care and custody?
2. Did the trial court err in including income from appellant’s temporary second job in child support calculations?
3. Did the [trial] court err in denying appellant’s request for Crawford credits? Did the cour[t] err in not allocating the parties['] obligations during the pend[en]cy of the sale [of the marital home]?

For the following reasons, we affirm.

¹ Mr. Mathew originally presented a fourth question: “Did the trial court err in vesting the therapist with discretion to determ[i]ne transition and to delegate access with the minor children[?]” At oral argument, Mr. Mathew withdrew this question and, as such, we will not address it.

BACKGROUND

Mr. Mathew and Ms. Mathew were married in August 1999 and are the parents of six children, four of whom were minors at the time of the JAD. The parties separated around February 7, 2023, with Ms. Mathew moving out of the marital home. Ms. Mathew filed a “Complaint For Absolute Divorce” on February 14, 2023. The parties reached an initial agreement in the form of an “Interim Consent Order for Temporary Custody, Support and Related Matters,” entered by the circuit court on February 22, 2023. Mr. Mathew filed a “Counter-Complaint For Limited Divorce” on March 22, 2023.

On August 3, 2023, the circuit court issued an “Amended Interim Consent Order for Temporary Custody, Support And Related Matters” (“Amended Interim Consent Order”). The Amended Interim Consent Order stated that Mr. Mathew “shall be solely responsible for the timely payment of the mortgage on the Home and any payments due on any second mortgage or line of credit[.]” The order also stated that Mr. Mathew would retain “temporary exclusive use and possession” of the marital home, and three of the children would have primary residence with him. The two additional minor children would have primary residence with Ms. Mathew, and the parties would share joint legal custody. A *pendente lite* hearing was scheduled on September 7, 2023.

The court entered a “Consent Order For *Pendente Lite* Custody” (“PL Consent Order”) on September 8, 2023. The PL Consent Order stipulated that access with the children would commence on an alternating week basis with specific instructions on where and how exchanges would occur. The PL Consent Order also specified that

“except as modified here, the terms and provisions of the Amended Interim Consent Order entered August 7, 2023 shall remain in full force and effect until entry of a subsequent [c]ourt Order in this or any other proceeding between the parties.”

A four-day trial commenced on May 6, 2024. Ms. Mathew filed an “Amended Complaint for Absolute Divorce” (“Amended Complaint”) on August 15, 2024. Mr. Mathew filed an amended “Defendant/Counter-Plaintiff’s Counter-Complaint for Absolute Divorce” (“Amended Counter-Complaint”) on August 21, 2024. The court entered both filings “*nunc pro tunc*” to May 6, 2024.

On August 28, 2024, the court issued the JAD and entered a memorandum opinion on August 30, 2024. The court’s opinion detailed its determination of marital property, adjustment of the equities, legal and physical custody of the minor children, child support, and attorneys’ fees.

The court noted that Mr. Mathew sought credits as to his contribution to the mortgage, also known as “Crawford credits,” in its discussion of the adjustment of the equities. *Crawford v. Crawford*, 293 Md. 307 (1982). The court stated that Mr. Mathew paid the carrying costs of the home using marital funds and, thus, “granting [] Crawford credits would be inappropriate considering the facts of the case.”

In determining custody, the court examined the *Taylor* factors to determine whether joint custody was appropriate. *Taylor v. Taylor*, 306 Md. 290, 296 (1986). Applying these factors, the court found that Ms. Mathew was more capable of attending to the children’s emotional needs, Ms. Mathew had attempted to maintain natural family relations more than Mr. Mathew, and, after consultation with the Best Interest Attorney

(“BIA”), that primary residence with Ms. Mathew was in the best interest of the minor children. The court conducted a detailed discussion of the family dynamics in its determination and ultimately concluded that shared physical custody with Ms. Mathew retaining primary physical custody, was most appropriate and that Ms. Mathew would also be granted sole legal custody.

The circuit court then discussed child support, noting that this case was an above-the-guidelines case. The court found that Ms. Mathew made an estimated monthly income of \$15,604.78. Mr. Mathew’s income was more complicated because he had two jobs: one with the United States Department of Defense with a yearly salary of \$95,628, and another with a private employer, Peraton, with a yearly salary of \$220,000 and a \$10,000 sign-on bonus. The court noted that Mr. Mathew was being paid for two full-time jobs, although he was working one only part-time and, thus, estimated his regular income as \$26,302 per month. The court used the Child Support Obligation Worksheet A for shared custody arrangements and adjusted for the ongoing expenses for the children. The court determined that Mr. Mathew should pay Ms. Mathew \$4,200 in child support per month. The court additionally determined that each party would pay his and her own attorney’s fees and that any outstanding custody evaluation fees and all BIA fees would be shared.

Mr. Mathew timely appealed the JAD. We supplement the facts in our analysis below as needed.

STANDARD OF REVIEW

“Ordinarily, child support orders are within the sound discretion of the trial court.” *Reichert v. Hornbeck*, 210 Md. App. 282, 316 (2013) (citation omitted). “Nonetheless, where the order involves an interpretation and application of Maryland statutory and case law, our Court must determine whether the lower court’s conclusions are legally correct under a *de novo* standard of review.” *Id.* (internal citations and quotation marks omitted).

“[T]he award of contribution is an equitable remedy within the discretion of the court. *Gordon v. Gordon*, 174 Md. App. 583, 642 (2007). A court’s determination as to whether a party receives contribution will not be overturned unless clearly erroneous. *Caccamise v. Caccamise*, 130 Md. App. 505, 525 (2000) (declining to hold a contribution clearly erroneous, when “the trial court [] had sufficient evidence before it to make the most efficient determination as to whether appellant was deserving of contribution, and how much”).

DISCUSSION

I. THE CIRCUIT COURT DID NOT ERR IN DENYING MR. MATHEW’S REQUEST FOR CHILD SUPPORT AND ORDERING THAT HE PAY CHILD SUPPORT BEGINNING MAY 1, 2024.

Mr. Mathew first argues that “[t]he court erred in denying appellant[’]s request for child support from August 3, 2023, through August 28, 2024[,]” which was the duration of time from the Amended Interim Consent Order and PL Consent Order, through the final JAD.

“[T]he general rule is that no appeal lies from a consent order.” *Barnes v. Barnes*, 181 Md. App. 390, 411 (2008).² “A party cannot be aggrieved by a judgment to which he or she acquiesced.” *Suter v. Stuckey*, 402 Md. 211, 224 (2007) (citation omitted). We, therefore, decline to address the section of Mr. Mathew’s argument as it relates to the period of the Amended Consent Order and PL Consent Order.

Mr. Mathew next argues that the court erred in awarding Ms. Mathew child support from May 1, 2024, through August 28, 2024, “as she did not have four (4) children in her care and custody.” He also argues that the court erred by calculating child support using shared custody guidelines under Maryland Code Ann., Family Law (“FL”) § 12-204(m) (1984, 2019 Repl. Vol., 2024 Supp.)³ and should have instead used the guidelines as described in § 12-204(l). Ms. Mathew argues that the court correctly awarded child support pursuant to the guidelines, which is the relief that Mr. Mathew requested.

Section 5-203(d)(1) of the Family Law Article (1984, 2019 Repl. Vol.) grants the court the discretion to “award custody of a minor child to either parent or joint custody to both parents.” In a divorce case, a court “may award child support for a period from the filing of the pleading that requests child support.” FL § 12-101(a)(3). Section 12-204(l)

² An exception to this general rule is that an appeal will lie when “the judgment exceeded the scope of consent, or for other reasons there was never any valid consent.” *Barnes*, 181 Md. App. at 411 (citation and quotation marks omitted). There is no indication in the record or argument before this Court that the consent order was not valid, and as such, this exception does not apply.

³ All statutory references are to the Family Law Article unless otherwise noted.

details the share of child support obligations, except in cases of shared physical custody. While child support is typically calculated using the guidelines in § 12-204(e), a court may use its discretion in determining appropriate child support outside of those guidelines when in an above-the-guidelines case. *Ruiz v. Kinoshita*, 239 Md. App. 395, 425 (2018). A case is considered above-the-guidelines when the parties’ adjusted income exceeds “the highest level of income specified in the child support guidelines set out in [] § 12-204(e).” *Id.* Section 12-204(m) details the requirements for shared physical custody cases, in which child support is calculated by “divid[ing] between the parents in proportion to their respective adjusted actual incomes” and then “multipl[ying] by the percentage of time the child or children spend with the other parent[.]” FL §§ 12-204(m)(1), (3).

Here, when Ms. Mathew filed her Amended Complaint, she requested that she “be awarded child support for the minor children, both *pendente lite* and permanently, [] and retroactively to the date of the filing of this Complaint for Absolute Divorce[.]” In his Amended Counter-Complaint, Mr. Mathew also requested that the court “[a]ward him child support in accordance with the Maryland Child Support Guidelines, to include back child support back to the date of filing[.]” Both of these filings were entered by the court *nunc pro tunc* to May 6, 2024.

In the JAD, the court granted the parties shared physical custody pursuant to § 5-203 and awarded Ms. Mathew primary physical custody and sole legal custody of all the minor children. After determining custody, the court addressed child support. The court noted that this was an above-the-guidelines case after a determination that Ms.

Mathew and Mr. Mathew’s combined monthly income exceeded \$30,000. The court utilized the Child Support Obligation Worksheet A for shared custody arrangements and calculated the recommended child support obligation Mr. Mathew owed to be \$4,266. The court, after considering the ongoing expenses of the children, ordered Mr. Mathew to pay \$4,200 per month in child support beginning May 1, 2024.

We conclude that the court did not abuse its discretion in its calculation of child support for a shared custody arrangement under § 12-204(m). We further hold that, pursuant to § 12-101(a), the court did not err in granting child support retroactively, as both parties requested, beginning in May 2024.

II. THE CIRCUIT COURT DID NOT ERR IN INCLUDING MR. MATHEW’S INCOME FROM HIS SECOND JOB IN ITS CHILD SUPPORT CALCULATIONS.

Mr. Mathew next argues that the court erred when it included income from his “temporary second job” in its child support calculation. He asserts that “he does not intend to work two (2) full[-]time jobs,” and the court, therefore, should not have included both forms of employment in its child support calculations. Ms. Mathew argues that the court did not err in considering Mr. Mathew’s second job in its child support calculations “because it was ongoing, current, and not speculative[.]”

Section 12-201(b)(1) defines actual income as “income from any source.” Section 12-201(b)(3) further states that actual income includes, among others, salaries, wages, and bonuses. When “making an actual income determination, ‘[t]he court must verify the parents’ income statements ‘with documentation of both current and past actual income.’” *Reichert*, 210 Md. App. at 318 (internal citations omitted). “In child support

cases, it is oftentimes necessary to calculate child support based on currently existing circumstances, even though the Court and the parties are fully aware that there is a significant possibility that in the future conditions might change.” *Johnson v. Johnson*, 152 Md. App. 609, 621 (2003). Additionally, “bonuses already paid to a parent should be used to calculate child support even though it is unknown whether such a bonus will be paid in the future.” *Id.* at 622.

Here, the circuit court examined the finances of both parties and determined that Mr. Mathew, at the time of the proceedings, was “being paid for two full-time jobs.” The court elaborated:

Father presented into evidence a [Department of Defense] verification of employment that he is employed part-time with [a] salary of \$95,628.00 annually. That is \$7,969.00 per month. The letter identifies that it provides basic salary information only and that information on overtime or other possible payments must be further requested.

A paystub from Father’s employment shows a salary of \$191,900.00. The monthly income is \$15,991.00 per month. Father also presented income information from his private employer, Peraton, indicating that his annual salary is \$220,000.00 with a \$10,000 sign-on bonus. The income from the Peraton job is \$18,333.00 per month.

Father may be temporarily being paid for two full-time jobs although working one only part-time. He says that he is doing this to retire some of his debt and that this cannot and will not be permanent. The Court finds that Father’s regular income for his 1.5 jobs is \$26,302.00 per month.

The court utilized this determination of actual income in its calculations and ultimately ordered Mr. Mathew pay \$4,200 in child support.

We hold that the court did not abuse its discretion in considering Mr. Mathew's income from both forms of employment as they were the currently existing circumstances at the time of the proceedings. Should Mr. Mathew's employment or income change, "he can petition the court for a child support modification." *Johnson*, 152 Md. App. at 620.

III. THE CIRCUIT COURT DID NOT ERR IN DENYING MR. MATHEW'S REQUEST FOR CRAWFORD CREDITS.

Mr. Mathew argues that the court erred because "[t]he court did not address the equitable principle of contribution but simply denied [Mr. Mathew's] request for contribution." He contends that "[i]t is not equitable for [Ms. Mathew] to have the benefit of a decrease in principal and an award of fifty percent (50%) of the net proceeds." Ms. Mathew argues that the court "undertook an in-depth analysis of the marital property issues before it" and that "Mr. Mathew does not identify any factual or legal support for his claim that the trial court erred in denying his request for Crawford credits."

Crawford credits are granted to a party when a payor-spouse is entitled to contribution from a non-payor spouse for expenses for jointly owned property. *Crawford*, 293 Md. at 309. A court "is not obliged to award such contribution between husband and wife at the time of a divorce" because "contribution is an equitable remedy within the discretion of the court." *Gordon*, 174 Md. App. at 641-42 (citations and quotation marks omitted). "There are four exceptions that preclude contribution; namely (1) ouster; (2) agreements to the contrary; (3) payment from marital property; and (4) an inequitable result." *Caccamise*, 130 Md. App. at 525.

Here, the circuit court determined that granting Crawford credits would be inappropriate because “[t]he carrying costs of the home have been paid with marital funds.”⁴ We hold that the circuit court did not err in denying Mr. Mathew’s request for Crawford credits.

CONCLUSION

We hold that the circuit court did not abuse its discretion when it determined child support obligations considering the shared physical custody arrangement and Mr. Mathew’s financial circumstances. Additionally, we hold that the court did not abuse its discretion when it declined to grant Mr. Mathew’s request for Crawford credits, because contributions were paid with marital funds.

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

⁴ Mr. Mathew, in his brief, does not challenge the circuit court’s factual findings that he paid the mortgage using marital funds.