

Circuit Court for Montgomery County
Case No.: C-15-FM-22-000505

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND

No. 398

September Term, 2024

JASON EHRET

v.

CARMEN EHRET

Arthur,
Friedman,
Kenney, James A., III
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: December 10, 2024

*This is a per curiam opinion. Consistent with Rule 1-104, the opinion is not precedent within the rule of stare decisis, nor may it be cited as persuasive authority.

Jason Ehret (“Father”), appellant, and Carmen Ehret (“Mother”), appellee, are the divorced parents of twin boys. In October 2022, the Circuit Court for Montgomery County entered a consent decree that required Father to pay child support to Mother. Among other triggering events, Father’s child support obligations would terminate when the children turned 18, unless they were still in high school, in which case Father’s obligations would continue until the children turned 19.

In June 2023, one son moved out of Mother’s home and into Father’s home. So the next month, Father petitioned to modify or terminate his child support obligations. An evidentiary hearing before a magistrate was held on January 18, 2024.

The magistrate found that both children had turned 18 in November 2023. The magistrate also found that the son who had moved into Father’s home had completed high school at some point between July 7, 2023, and January 1, 2024, but the son who still lived with Mother was still in high school. Consequently, the magistrate recommended terminating, as of June 30, 2023, Father’s child support obligation to Mother for the benefit of the son who no longer lived with her. The magistrate also recommended that Father’s child support obligation to Mother for the benefit of the son who still lived with her would continue until a terminating event occurred.

Father timely excepted to the magistrate’s report and recommendation. He claimed that Mother should have been obligated to pay him child support, and, as a result, his obligation to her should have been offset. The circuit court overruled Father’s exceptions, without a hearing, noting that “the only relief prayed by [Father was] the reduction or termination of his child support obligation for the parties’ two minors and not an award of

child support/offset from [Mother.]” The court then entered an order adopting the magistrate’s recommendations. This appeal followed.

On appeal, Father contends that the circuit court erred because he did request an offset. Not so. To be sure, as Father points out in his brief, he asserted, in his petition that “[s]upport should be equal and offset.” It is also true that Maryland courts “generally liberally construe pleadings filed by *pro se* litigants[.]” *Simms v. Shearin*, 221 Md. App. 460, 480 (2015). That said, at no point before filing his exceptions did Father claim Mother owed him a child support obligation for the benefit of the son who now lived with him. Indeed, his petition concluded, “[t]herefore no support is needed by either party.”

Moreover, Father’s petition explicitly stated that he was “not request[ing] any support, only that he [would] not [have to] pay any further support to [Mother].” Even construed liberally, the petition sought only to terminate his child support obligation to Mother, not an offset award from her. *Cf. Scott v. Jenkins*, 345 Md. 21, 27–28 (1997) (observing that, among other roles, the initial pleading “provides notice to the parties as to the nature of the claim or defense” and “defines the boundaries of litigation”); *see also Early v. Early*, 338 Md. 639, 658 (1995) (“The Court has no authority, discretionary or otherwise, to rule upon a question not raised as an issue by the pleadings, and of which the parties therefore had neither notice nor an opportunity to be heard.” (cleaned up)).

Additionally, at the hearing on his petition, Farther specifically stated he “never wanted” any support award from Mother even if he were entitled to one. He then repeated, during his closing argument, that he “didn’t ask for child support from [Mother]” and did not “want it from her.” Father thus waived his right to seek an offset award via exceptions.

See Cain v. Midland Funding, LLC, 452 Md. 141, 161 (2017) (“[W]aiver is the intentional relinquishment of a known right, or such conduct as warrants an inference of the relinquishment of such right[.]” (cleaned up)).

Therefore, because Father did not request an offset award, and the magistrate’s recommendation did not deviate from the Child Support Guidelines, the circuit court did not err in overruling Father’s exceptions and adopting the magistrate’s recommendation.

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