Circuit Court for Baltimore County
Case No. 03-C-16-002921

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 124

September Term, 2025

ERICA ROMAN

v.

WILLIAM E. ROBINSON, JR.

Leahy,
Zic,
Zarnoch, Robert A.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Zic, J.

Filed: January 15, 2026

* 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 a custody dispute involving K. and F.[1] (collectively, "Children"), the two minor children of Erica Roman ("Mother"), appellant, and William E. Robinson, Jr. ("Father"), appellee. On March 5, 2025, the Circuit Court for Baltimore County entered a custody modification order, granting primary physical and legal custody of the Children to Father. Mother now challenges one specific condition in the order restricting her sister ("Sister") from accessing the Children during visitation ("contested condition"). Based on our review of Mother's informal brief, we have formulated the following question for our consideration:[2] Did the circuit court err in entering the custody order without Mother's consent to the contested condition? For the following reasons, we answer this question in the negative and dismiss the instant appeal.

BACKGROUND[3]

On March 5, 2025, Mother and Father appeared for a hearing before the circuit court on Father's motion requesting modification of custody, visitation, and child support. During the hearing, the court engaged in discussions with both parties regarding custody and visitation arrangements. The court specifically requested Mother's assurance that Sister would not be present during visitations with the Children:

[1] For privacy purposes, we refer to the children by anonymized letters. K. and F. were born in 2008 and 2012, respectively.

[2] Mother did not include a question presented in her informal brief; rather, she provided that "[t]he main issue is that my custody order was updated and states [] [S]ister . . . can't be around my children."

[3] Given the limited question before us, we focus only on the events that transpired at the March 5, 2025 hearing.

> THE COURT: So, if [F.] wanted to spend the night with you, --
>
> [MOTHER]: Yes.
>
> THE COURT: -- would you assure the [c]ourt and assure [Father] that [Sister] would not be present?
>
> [MOTHER]: I'[d] assure.
>
> THE COURT: Okay.
>
> [MOTHER]: [Sister] lives in her own house.
>
> THE COURT: Okay. So, I mean, really, we're leaving it up to [F.]
>
> [MOTHER]: Yeah.

The court then offered Father's counsel an opportunity for a recess to discuss the contested condition with her client and Mother. Approximately ten minutes later, after the recess, Father's counsel indicated that the parties had reached an agreement and placed the following terms on the record:

> [FATHER'S COUNSEL]: [Father] will have primary physical and legal custody of the [] [C]hildren[.] [Mother] will have --
>
> THE COURT: He has legal as well?
>
> [FATHER'S COUNSEL]: And legal custody, yes, Your Honor.
>
> THE COURT: Okay. The primary physical and legal custody will go to [Father]?
>
> [FATHER'S COUNSEL]: Yes, Your Honor.
>
> THE COURT: Very good, okay.
>
> [FATHER'S COUNSEL]: And [Mother] will have visitation as requested by the [C]hildren, with the following additional conditions. [Mother] shall be the one that is responsible for transportation of the [C]hildren for these visits. [Sister] will not be present at --
>
> THE COURT: Can you spell her name?
>
> [FATHER'S COUNSEL]: I think it's [spells Sister's name].

THE COURT: Okay.

The court then conducted a *voir dire* of Mother to ensure that she understood and accepted the complete terms of the custody agreement:

> THE COURT: Okay, [Mother], I'm going to ask you. Did you hear everything that [Father's counsel] put on the record?
>
> [MOTHER]: Yes.
>
> THE COURT: Is that your agreement that you reached here today?
>
> [MOTHER]: Yes.
>
> THE COURT: You understand, I'm going to tell you the same thing. I'm going to say so ordered, it's going to be an [o]rder of the [c]ourt. That means you can't change your mind tomorrow. Do you understand that?
>
> [MOTHER]: Yes.
>
> THE COURT: Okay. You will be required to be bound by it. Do you agree to be bound by it?
>
> [MOTHER]: Yes.
>
> THE COURT: Okay. Do you believe this agreement is in [the Children's] best interest?
>
> [MOTHER]: Yes.

As the transcript indicates, when asked if she had heard and understood the conditions that Father's counsel imposed, Mother answered affirmatively and expressed her belief that the agreement represented the Children's best interest. The transcript does not reflect any objection by Mother at that time. The court then read aloud the conditions of the custody order on the record. Regarding the contested condition, the court stated:

> THE COURT: I further order that [Mother] will provide transportation [for the Children]. I further order that [Sister] will not be present during any visitation or transportation. And I further order that [Mother] will have suitable sleeping arrangements for the [C]hildren at times when they have visitation with her. And at this moment, the [c]ourt reserves

> on child support. Okay. So, Mr. Clerk, you can help me get an [o]rder together to that effect?
>
> CLERK: Yes, I can.
>
> THE COURT: Very good, okay[.]

Once again, Mother failed to object to the contested condition. The circuit court subsequently entered a written order on custody and child support, incorporating the contested condition. The corresponding term in the custody order provides: "[A]nd it is further **ORDERED** that during [Mother]'s period of access, [Sister] shall not be in the presence of [the Children[.]]"[4] Mother timely filed the instant appeal, challenging the validity of her consent to the custody order.

DISCUSSION

I. THE CIRCUIT COURT DID NOT ERR IN ENTERING THE CUSTODY ORDER.

A. Parties' Contentions

In her brief, Mother primarily argues that she did not properly consent to the contested condition in the custody order. Mother specifically claims that, during the March 5, 2025 hearing, she only stipulated that Sister would not be present during the Children's pick-ups. Mother contends that she was not given an opportunity to agree to exclude Sister from all visitations with the Children because "[the court] never let

[4] For the sake of thoroughness, we note that the judge's signature on the circuit court's written order bears the handwritten date "3/5/2026." The official stamp on the order indicates that it was actually entered on March 5, 2025. This mistake has no effect on our analysis.

[Father's counsel] finish her statement[5] so [Mother] had no idea what [Father's counsel] was saying nor did the [j]udge." Mother further maintains that she did not fully understand that the contested condition would be included in the agreement due to her dyslexia and learning disability.

Conversely, Father responds that Mother was present during the March 5, 2025 hearing and did not object during the court's recitation of the comprehensive list of terms in the custody agreement. Father argues, therefore, that this appeal should be dismissed because Mother consented to the contested condition.

B. Consent Orders

"Consent [orders][6] are 'agreements entered into by the parties which must be endorsed by the court.'" *Dennis v. Fire & Police Emps.' Ret. Sys.*, 390 Md. 639, 655 (2006) (citation omitted). These orders memorialize the parties' mutual agreement to relinquish their right to pursue litigation on any prospective meritorious claims. *See Long*

[5] From our review of the record, it appears that Mother is referencing the following exchange between Father's counsel and the court:

> [FATHER'S COUNSEL]: And [Mother] will have visitation as requested by the [C]hildren, with the following additional conditions. [Mother] shall be the one that is responsible for transportation of the [C]hildren for these visits. [Sister] will not be present at --
>
> THE COURT: Can you spell her name?
>
> [FATHER'S COUNSEL]: I think it's [spells Sister's name].
>
> THE COURT: Okay.

[6] As the Supreme Court of Maryland has previously delineated, "[f]or purposes of this analysis, the terms 'judgment,' 'order[,]' and 'decree' are functionally interchangeable." *Suter v. Stuckey*, 402 Md. 211, 222 n.8 (2007) (citations omitted).

v. State, 371 Md. 72, 82-83 (2002); *see also Smith v. Luber*, 165 Md. App. 458, 468 (2005) ("Because a consent [order] is entered into with the sanction of the court, normally no appeal will lie."). The Supreme Court of Maryland has previously explained that "[c]onsent [orders] are hybrids, having attributes of both contracts and judicial decrees." *Long*, 371 Md. at 82 (citing *Chernick v. Chernick*, 327 Md. 470, 478 (1992)). Indeed, "a consent [order] . . . embodies an agreement of the parties and thus in some respects is contractual in nature. But it is an agreement that the parties desire and expect will be reflected in, and be enforceable as, a judicial [order.]" *Long*, 371 Md. at 82-83 (quoting *Rufo v. Inmates of Suffolk Cnty. Jail*, 502 U.S. 367, 378 (1992)). "[T]herefore, a consent [order] cannot be entered unless both parties agree to the order which is presented to the clerk." *Dorsey v. Wroten*, 35 Md. App. 359, 361 n.1 (1977). "The entry of a . . . consent [order] implies that the terms and conditions have been agreed upon and consent thereto given in open court or filed by stipulation." *Id.* at 363; *see also Kent Island, LLC v. DiNapoli*, 430 Md. 348, 360 (2013) ("[A] consent order entered properly carries the same weight and is treated as any other final judgment.").

The Supreme Court of Maryland has recognized the "well-settled principle of the common law that no appeal lies from a consent [order]" because appeals are available only to parties who are aggrieved by the final judgment. *Suter v. Stuckey*, 402 Md. 211, 222-25 (2007). Generally, a party cannot be aggrieved by a judgment to which she acquiesced. *See, e.g.*, *Dietz v. Dietz*, 351 Md. 683, 689-90 (1998) (describing "the acquiescence rule" and its limitation on the right to appeal); *Rocks v. Brosius*, 241 Md. 612, 630 (1996) ("The right to appeal may be lost by acquiescence in, or recognition of,

the validity of the decision below from which the appeal is taken[.]"). The rationale behind this principle has been characterized as "an 'estoppel,' a 'waiver' of the right to appeal, an 'acceptance of benefits' of the court determination, creating 'mootness,' and an 'acquiescence' in the judgment." *Franzen v. Dubinok*, 290 Md. 65, 68 (1981) (citations omitted).

The Court in *Suter* recognized a limited exception to the acquiescence rule when an appellant challenges the validity of her consent to the terms of a consent order. 402 Md. at 224 n.10. "If there was no actual consent because the [order] was coerced, exceeded the scope of consent, or was not within the jurisdiction of the court, or, for any other reason, consent was not effective, an appeal will be entertained." *Id.* This Court has explained that, under this narrow exception, the only question that can be raised on appeal is whether the parties consented to the terms of the consent order. *See Dorsey*, 35 Md. App. at 362; *see also Prince George's Cnty v. Barron*, 19 Md. App. 348, 349 (1973) ("[A]ny doubt that arises goes to the question of whether the [order] was in fact entered by consent.").

In the case before us, Mother challenges the validity of her consent to the custody order's entry. Thus, in the instant appeal, we are confined to reviewing whether the circuit court erred in entering the March 5, 2025 custody order based on Mother's claim that she did not consent to the contested condition.

C. The Consent Requirement

"[T]he power of the court to enter [an order] by consent is dependent on the existence of actual consent of the parties at the time the [order] is entered[.]" *Dorsey*, 35

Md. App at 362 (citation omitted). In this context, "consent" requires voluntary agreement to the terms of a consent order. *Barnes v. Barnes*, 181 Md. App. 390, 420 (2008) (dismissing appeal "[b]ecause there is no evidence on the record to contradict the conclusion that both parties voluntarily agreed to the terms of the [o]rder"). We determine the extent of the parties' agreement based on "what they plainly and unambiguously expressed, not what they intended the agreement to mean." *Long*, 371 Md. at 84 (citing *Roged, Inc. v. Paglee*, 280 Md. 248, 254 (1977)). Where the underlying agreement is not the product of duress, "[t]he fact that one of the parties may have changed his or her mind shortly before or after the submitted consent order was signed by the court does not invalidate the signed consent [order]." *Chernick*, 327 Md. at 484.

Applying these principles to the case before us, we hold that the circuit court did not err in entering the custody order. The transcript reflects that, during the March 5, 2025 hearing, the court personally questioned Mother about Sister's presence during visitations with the Children. The court's initial inquiry was clear and direct: "[W]ould you assure the [c]ourt and assure [Father] that [Sister] would not be present?" Mother unequivocally confirmed her agreement in her response to the court: "I'[d] assure." Mother now argues that she was deprived of her right to consent to the full extent of the custody order because Father's counsel's preliminary explanation of the contested condition was interrupted and incomplete. We are unconvinced for two reasons.

First, the court conducted a thorough *voir dire* of Mother shortly after Father's counsel recited the contested condition. The transcript demonstrates that, during this *voir dire*, Mother consented to the order's complete terms, including the contested condition,

by responding affirmatively on three separate occasions: (i) when asked if "she hear[d] everything that [Father's counsel] put on the record"; (ii) when asked if she accepted those terms; and (iii) when asked if the arrangement served the Children's best interest. The court also explained the order's binding nature to Mother before confirming her acquiescence: "I'm going to say so ordered, it's going to be an [o]rder of the [c]ourt. That means you can't change your mind tomorrow. Do you understand that?" Once again, Mother verified her understanding and agreed to comply with the order.

Nothing in the record suggests that the underlying agreement was the product of duress. *See Chernick*, 327 Md. at 485 (explaining that, absent duress, "[t]he fact that one of the parties may have changed his or her mind shortly before or after the submitted consent order was signed by the court does not invalidate the signed consent [order]"). The contested condition addresses legitimate concerns about the Children's welfare, which the parties and the court discussed at great length. The transcript is devoid of any indication that Father, Father's counsel, or the court coerced Mother into consenting to the contested condition. On the contrary, the record establishes that the court took considerable measures to ensure that Mother's consent was voluntary. *See Barnes*, 181 Md. App. at 420 (requiring voluntary agreement to consent order's terms). For example, the court facilitated a recess to allow the parties to negotiate privately and engaged in an extensive colloquy with Mother to confirm that she fully understood and agreed to the order's terms. Although the court provided Mother with multiple opportunities to request clarification about the contested condition during this colloquy, Mother neither objected to the terms nor sought any further explanation of their implications on her visitations

with the Children. Thus, "there is no evidence on the record to contradict the conclusion that both parties voluntarily agreed to the terms of the [consent] [o]rder." *Id.*

Mother's assertion that she subjectively intended to agree only to Sister's exclusion from pick-ups is immaterial. As previously stated, this Court "determine[s] what the parties meant by what they plainly and unambiguously expressed, not what they intended the agreement to mean." *Long*, 371 Md. at 84 (citing *Roged, Inc.*, 280 Md. at 254). Mother's plain and unambiguous responses to the court's questions reflect her voluntary agreement to be bound by the March 5, 2025 custody order. Thus, Mother's purported subjective intent does not override her repeated affirmations to the terms of the custody order as articulated by the court on the record.

Second, the circuit court read the custody order's complete terms, including the contested condition, aloud on the record after the initial interruption. The court expressly stated, "I further order that [Sister] will not be present during any visitation or transportation." Mother did not object or otherwise react to the court's oral recitation of the term.[7]

[7] A party may properly withdraw her consent before the court files an official written order with the clerk. *Compare Chernick*, 327 Md. at 484-85 (explaining that consent could not be withdrawn because "at the time that the order was filed both parties agreed and consented to the terms[]"), *with Dorsey*, 35 Md. App. at 362 (holding that party "obvious[ly] . . . withdrew [] consent before the final meeting with the trial judge[]" and that "both the trial judge and the appellees had full knowledge that the appellant was not consenting to the [order] two days before it was signed[]").

Here, however, Mother did not validly withdraw consent before the court entered its written order on March 5, 2025. This case is distinguishable from *Dorsey*, 35 Md. App. at 362-63, because Mother and Father both agreed to the custody order's complete

(continued)

Here, because Mother and Father voluntarily entered into an agreement in open court, "'which under Maryland law is binding upon the parties,' intending that the court w[ould] subsequently reduce the agreement to a written order, the legal principles regarding consent orders are 'equally applicable' to the resulting order." *Barnes*, 181 Md. App. at 409 (quoting *Smith*, 165 Md. App. at 470-71). Therefore, the parties "relinquished the right to litigate the controversy" and "g[a]ve up any meritorious claims or defenses they may have had[.]" *Long*, 371 Md. at 83, 86 (citing *Fiege v. Boehm*, 210 Md. 352, 360 (1956)).

When a consent order is contested on the basis that no actual consent was given, but the record demonstrates that the order is properly entered and consistent with the parties' agreement, we will dismiss the appeal. *Barnes*, 181 Md. App. at 418-20 (citing *Casson v. Joyce*, 28 Md. App. 634, 638-39 (1975)). Because the record reflects that Mother consented to the March 5, 2025 custody order, the appeal is not properly before us. For this reason, we shall dismiss Mother's appeal. *See Barnes*, 181 Md. App. at 418-20.

CONCLUSION

We hold that the circuit court did not err in entering the March 5, 2025 custody order because Mother consented to its terms. Accordingly, we dismiss the instant appeal.

terms at the time of its presentation to the clerk; the court entered a written order consistent with the parties' oral agreement; and the court signed and dated the written order on the same day. Thus, as in *Chernick*, 327 Md. at 484-85, Mother's subsequent dissatisfaction with or reconsideration of the contested condition does not retroactively undermine or negate the validity of the custody order.

APPEAL DISMISSED; COSTS TO BE PAID BY APPELLANT.