

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND

No. 498

September Term, 2023

ROBYN D. GORDNEER-BEN

v.

LAURENCE A. BEN

Graeff,
Berger,
Harrell, Glenn T., Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: December 1, 2023

*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.

Robyn D. Gordneer-Ben, appellant, appeals from an order issued by the Circuit Court for Prince George’s County appointing a trustee to sell real property located at 4037 Elmora Avenue in Baltimore (the property). For the reasons that follow, we shall affirm the judgment of the circuit court.

Appellant and Laurence A. Ben, appellee, were divorced in 2015. Following the divorce, the parties continued to engage in litigation regarding the disposition of real estate that they owned during the marriage, including the property. In October 2020, they entered into an indemnification agreement regarding the property that is at the heart of this case wherein appellant agreed “to assume all liability and responsibility for timely payment of the monthly mortgage” and to hold appellee harmless “for any loss, cost, damage, claim or expenses, including attorney fees incurred by [appellee] in connection with the mortgage note at any time and for any reason, including before, during or after enforcement of the Lender’s . . . rights and remedies upon default.”

In August 2021, appellee filed a “Petition for Enforcement of Indemnification Agreement, Court Order, Damages, and for an Award of Attorney Fees” (the petition). Relevant to this appeal, appellee alleged that appellant had failed to pay the mortgage payments, as required by the indemnification agreement, and requested the court to order a sale of the property. Appellant did not file an opposition. Following a hearing, which appellant did not attend, the court entered an order in November 2022 giving appellant until December 15, 2022, to work with appellee to refinance the property so that appellee could be removed from the mortgage. The court further ordered that, if appellant failed to

comply with the order, appellee could file a motion for the appointment of a trustee to sell the property.

In January 2023, appellee filed a “Motion for Appointment of a Trustee and For Other Relief,” claiming that appellant had failed to cooperate with him regarding refinancing, as required by the court’s November 2022 order. Again, appellant did not file an opposition. On April 12, 2023, the court entered an order granting appellee’s motion and appointing a trustee to sell the property. This appeal followed.

On appeal, appellant challenges the indemnification agreement, claiming that she was “forced to sign” it because of fraud committed by appellee. She thus asserts that the indemnification agreement should be “retracted” and the order appointing the trustee reversed. She also claims that the trustee appointed by the court to sell the property “does not have [the] property’s best interest at hand” and requests this Court to award her “sole possession” of the property. However, appellant did not raise these claims in the circuit court. In fact, she did not file an opposition to the petition or to the motion for appointment of trustee. And she did not attend the hearing on the petition. Consequently, we will not address these issues for the first time on appeal. *See* Maryland Rule 8-131(a) (noting that an appellate court will not ordinarily decide an issue “unless it plainly appears by the record to have been raised in or decided by the trial court”).¹

**APPELLEE’S MOTION TO DISMISS
DENIED. JUDGMENT OF THE**

¹ Noting that these issues were not raised in the circuit court, appellee has filed a motion to dismiss asserting that appellant has waived her right to appeal. We shall deny that motion.

**CIRCUIT COURT FOR PRINCE
GEORGE'S COUNTY AFFIRMED.
COSTS TO BE PAID BY APPELLANT.**