

Circuit Court for Montgomery County
Case No. 170553FL

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 579

September Term, 2021

RONALD JEAN-BAPTISTE

v.

MARIE MARTHE JEAN-BAPTISTE

Fader, C.J.,
Berger,
Raker, Irma S.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Berger, J.

Filed: January 27, 2022

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

Ronald Jean-Baptiste (“Husband”) filed, in the Circuit Court for Montgomery County, a complaint for absolute divorce against Marie Marthe Jean-Baptiste (“Wife”). Prior to trial, the parties executed a “Separation and Property Settlement Agreement” (the “Settlement Agreement”) regarding, among other things, the disposition of marital property. A merits hearing was held, and the parties presented the Settlement Agreement to the court. The court later entered a Judgment of Absolute Divorce, in which the court incorporated the Settlement Agreement.

In this appeal, Husband, representing himself, has filed an informal brief in which he raises 18 “issues.” We have rephrased those issues and condensed them into three questions. They are:

- I. Whether the circuit court erred in accepting the Settlement Agreement and incorporating it into the Judgment of Absolute Divorce.
- II. Whether the circuit court erred in entering the Judgment of Absolute Divorce.
- III. Whether the circuit court erred in including in the Judgment of Absolute Divorce a provision ordering that the parties’ Qualified Domestic Relations Order (“QDRO”) be prepared by a particular individual.

For reasons to follow, we hold that virtually all of the “issues” raised by Husband are either unpreserved or affirmatively waived. Overall, we hold that the circuit court did not err in accepting the Settlement Agreement and incorporating it into the Judgment of

Absolute Divorce. We also hold that the court did not err in entering the Judgment of Absolute Divorce. Accordingly, we affirm the judgment of the circuit court.¹

BACKGROUND

Husband and Wife were married in 2008. No children were born as a result of the marriage. In 2020, Husband filed a complaint for absolute divorce based on actual desertion. A short time later, Wife filed a counter-complaint for absolute divorce on the grounds of one-year separation. During the subsequent proceedings, the circuit court ordered the parties to attend mediation.

On May 26, 2021, the parties appeared in court for a virtual hearing on the merits. Both parties were represented by counsel, and everyone participated in the hearing remotely via video conferencing.

At that hearing, Wife testified that she and Husband had entered into a separation and property settlement agreement (“the Settlement Agreement”) on May 25, 2021, the day before the hearing. She testified that the Settlement Agreement resolved all issues incident to the marriage and that, pursuant to that agreement, she would receive alimony, a portion of Husband’s retirement benefits, and a portion of the marital home. Wife testified that she had read the agreement and that she wanted it to be incorporated in the judgment of absolute divorce. Husband did not object during Wife’s testimony.

Following Wife’s testimony, Husband’s counsel asked the circuit court if it had received “all of the materials that we had submitted.” The court responded that it did have

¹ Wife has filed an appellee brief, in which she argues that the circuit court did not err. Because we affirm, we need not set out her arguments in detail.

“the separation and property settlement agreement.” That agreement, which Husband’s counsel identified as “Joint Exhibit 1,” was dated May 25, 2021, and was signed by both parties and notarized. The agreement, referred to herein as the Settlement Agreement, included various provisions regarding how the marital property was to be divided. Specifically, the agreement provided that Wife was to receive a portion of Husband’s retirement benefits and that Husband was waiving any interest in any retirement accounts owned by Wife. The agreement also provided that Husband was to pay \$2,000.00 per month in alimony to Wife for two years.

After Husband’s counsel confirmed that the circuit court had a copy of the Settlement Agreement, Husband testified. During that testimony, Husband was asked about the Settlement Agreement:

[COUNSEL]: Okay. Now do you recall entering into a comprehensive marital separation agreement yesterday?

[HUSBAND]: Yes.

[COUNSEL]: Okay. Now I guess I will show you what will be marked as I guess Joint Exhibit 1, Your Honor, if that’s easier.

THE COURT: That’s fine. That’s fine.

[COUNSEL]: Let’s see if I can share the screen, or if it’s even necessary, or if I could just have my client refer to it –

THE COURT: He can refer to it. That’s fine. I have it here.

[HUSBAND]: Yes.

[COUNSEL]: Okay. Mr. Baptiste, do you have a copy of the agreement in front of you?

[HUSBAND]: Yes.

[COUNSEL]: Okay. Now before we get into the details of it, I want to turn your attention to the second to last page. I think it's ... page 8.

[HUSBAND]: Eight, page 8, okay.

* * *

[COUNSEL]: Okay, do you recognize those signatures? The two at the bottom of page 8.

[HUSBAND]: Okay, I don't see it on your screen, so do you want to share it?

[COUNSEL]: No, no (unintelligible) copy. Okay, well –

[HUSBAND]: Okay, I have it.

After confirming that Husband had a copy of the Settlement Agreement, Husband's counsel asked whether Husband had the opportunity to ask questions prior to entering into the agreement. Husband responded in the affirmative. Husband's counsel then asked if Husband was coerced into entering into the agreement. Husband responded, "No, sir. No, sir." Husband's counsel also asked if Husband was "entering into this voluntarily and of your own free will." Again, Husband responded, "Yes, sir."

As to the specifics of the Settlement Agreement, Husband testified that he understood that he was obligated to give Wife a portion of his retirement benefits and \$2,000.00 per month in alimony for two years. Husband also testified that he wanted the agreement to be incorporated in the judgment of absolute divorce.

Shortly thereafter, Husband testified that he had a question about his waiver of any claim to Wife’s retirement assets. The following colloquy ensued:

[HUSBAND]: Yes. My first question is regarding why are we talking about assets. So basically during discovery all we received from my wife is a bank statement from America for 10,917 for her 401(k). So I waive my right for that portion. I don’t have any –

[COUNSEL]: (Unintelligible) all of her retirement assets.

[HUSBAND]: Not all her retirement assets, because I don’t have any information about further retirement assets. That’s what I have a question on.

* * *

[COUNSEL]: Mr. Baptiste, during mediation with [counsel], you were asked various questions under oath.

[HUSBAND]: Yes.

[COUNSEL]: It was recorded and pursuant to that, and regardless of what was or wasn’t produced in discovery, you guys both agreed at that point, and correct me if I’m wrong, that there would be a mutual waiver on your end after this amount that is agreed to be paid has been paid.

[HUSBAND]: I mean I don’t have any recollection of that. If you say it’s so, I believe you, but I don’t have any recollection.

At that point, the circuit court interjected, stating that “apparently there’s some dispute whether there’s an agreement or not.” The court proposed that Husband and his counsel discuss the situation privately, and they agreed. Following that conversation, the court went back on the record, and Husband’s counsel informed the court that “we do have

a resolution.” The court then recalled Husband to the stand, and the following colloquy ensued:

[COUNSEL]: Mr. Baptiste, after having an opportunity to speak with me in the breakout room, was I able to address any questions you had that were lingering?

[HUSBAND]: Yes. And also you did address that the agreement that infringed upon the right and interest of my son and his residence.

[COUNSEL]: I’m sorry, could you repeat that?

* * *

[HUSBAND]: Yeah, you remember that we talk about the rights and interests of my son –

[COUNSEL]: This does not bind, this does not bind your son in any way.

[HUSBAND]: Okay. Thank you. That’s it. You answered all my questions. Yes, Your Honor. Thank you.

At the conclusion of Husband’s testimony, the circuit court stated that it was going to grant the absolute divorce and would “incorporate but not merge the separation and property settlement agreement dated May 25, 2021.” Husband did not object or raise any further issues. The court subsequently issued a Judgment of Absolute Divorce, in which the court ordered the Settlement Agreement to be incorporated but not merged into the judgment. The court also ordered that Husband “shall be responsible for the preparation of Qualified Domestic Relations Orders (“QDROs”), at his sole cost” and that the QDRO “shall be prepared by Ms. Beth Rogers[.]”

This timely appeal followed. Additional facts will be supplied below.

DISCUSSION

I.

Husband first argues that the circuit court erred in accepting the Settlement Agreement and incorporating it in the divorce judgment. He contends that the court should not have accepted the agreement because: his signature had been forged; his initials were missing from each of the agreement’s pages; one of the pages had “a blank space with no date” under his name; and both parties’ signatures had been notarized on the same date, despite the fact that Husband and Wife lived in different states. Husband claims that those discrepancies rendered the agreement invalid and unenforceable. Husband also contends that the agreement contained various provisions to which he had never agreed, including his waiver of any right to Wife’s retirement assets. Finally, Husband claims that there was “collusion” between his attorney and Wife’s attorney regarding the Settlement Agreement and that he was “coerced” into assenting to its terms.

We hold that all of Husband’s claims regarding the terms of the Settlement Agreement and its validity were either waived or not preserved. “Ordinarily, the appellate court will not decide any [non-jurisdictional] issue unless it plainly appears by the record to have been raised in or decided by the trial court[.]” Md. Rule 8-131(a). That rule is based on the principle that “[w]hen a party has the option either to object or not to object, his failure to exercise the option while it is still within the power of the trial court to correct the error is regarded as a waiver of it estopping him from obtaining a review of the point or question on appeal.” *Halloran v. Montgomery County Dept. of Public Works*, 185 Md.

App. 171, 201 (2009) (citations and quotations omitted). “Further, where a party acquiesces in a court’s ruling, there is no basis for appeal from that ruling.” *Simms v. State*, 240 Md. App. 606, 617 (2019); *see also In re Nicole B.*, 410 Md. 33, 64 (2009) (“It is well-settled that a party in the trial court is not entitled to appeal from a judgment or order if that party consented to or acquiesced in that judgment or order.”).

Here, Wife testified that the parties had executed the Settlement Agreement on May 25, 2021, and that the agreement resolved all issues incident to the marriage and divorce. Husband did not object. Then, during his direct testimony, Husband acknowledged that he and Wife had entered into a separation agreement on May 25, 2021. Immediately thereafter, Husband’s attorney introduced the Settlement Agreement as “Joint Exhibit 1,” and Husband confirmed that he had a copy of the agreement. Husband then testified that he had been given an opportunity to ask questions about the agreement and that he had not been coerced into agreeing to its terms. Husband asked the circuit court to incorporate the Settlement Agreement in the divorce judgment. At no point did Husband indicate that the agreement was forged or that it contained any discrepancies that would affect its validity, nor did Husband indicate that he objected to any of the agreement’s terms.

To be sure, Husband did, at one point, express some concerns about Wife’s retirement assets and whether she had fully disclosed those assets. When that happened, the circuit court stopped the proceedings and allowed Husband and his attorney to meet privately to discuss Husband’s concerns. At the conclusion of that meeting, Husband’s attorney came back on the record and informed the court that they had “a resolution,” and

Husband subsequently confirmed that his attorney had “answered all [his] questions.” At that point, the court declared that it would grant the divorce and would incorporate but not merge the Settlement Agreement in the divorce judgment. Husband did not object or otherwise indicate that he had any problems with the Settlement Agreement’s terms or the document itself.

From that, it is clear that Husband had ample opportunity during trial to raise the concerns he raises in the instant appeal regarding the terms and validity of the Separation Agreement. He did not. To the contrary, Husband presented the Settlement Agreement to the court as a valid document and then accepted the terms of the agreement on the record. Thus, the arguments Husband raises here either were not preserved or were affirmatively waived.

To the extent that Husband is claiming that the agreement he presented to the court is different from the one contained in the record (which we have referred to as the Settlement Agreement), we note that Husband has not presented any evidence to suggest that the document he presented at trial is in any way different from the Settlement Agreement. That is, even if we assume that Husband’s signature on the Settlement Agreement was forged (or that the document contained other discrepancies affecting its validity), all indications point to Husband presenting the “forged” document to the court as the parties’ settlement agreement. By expressly adopting that document and its terms during his testimony at trial, Husband waived any claims he had disputing the document’s terms and validity. *See Saggese v. Saggese*, 15 Md. App. 378, 388 (1972) (“For even in a

fraudulently induced separation agreement, the deception may be waived.”); *see also Kramer v. Kramer*, 26 Md. App. 620, 626 (1975) (noting that a separation agreement need not be written and “may be verified from testimony, the conduct of the parties, and other evidence in the case”), *superseded on other grounds as stated in Gates v. Gates*, 83 Md. App. 661 (1990).

As for Husband’s claims that there was “collusion” and that he was “coerced” into assenting to the terms of the Separation Agreement, those claims are belied by the record. The trial transcript clearly shows that Husband’s attorney was at all times acting in Husband’s best interest and that Husband was satisfied with counsel’s services. Moreover, Husband testified that he was not coerced but rather had entered the agreement freely and voluntarily.

In sum, the record before this Court establishes that Husband freely and voluntarily agreed to the terms of the Separation Agreement and that the circuit court accepted that agreement and incorporated it in the divorce judgment at Husband’s behest. Husband cannot now claim that the court erred in doing what he asked.

II.

Husband’s second claim concerns various evidentiary issues. Specifically, Husband claims: that Wife failed to disclose certain assets in discovery; that Wife provided false information in her answers to interrogatories; and, that Wife was “deliberately slow and non-responsive” during discovery.

We hold that none of Husband’s claims are properly before this Court. Notably, discovery disputes are generally handled during the discovery process, and the Maryland Rules provide the parties and the court with various remedies in the event that a party fails to comply with a discovery request. *See* Md. Rule 2-401, *et. seq.* Thus, if Husband believed that Wife was untruthful or less than forthcoming in her discovery responses, he should have informed the court at that time. It does not appear from the record, however, that Husband ever asked the court to take any action in that regard.

At the very least, Husband had an obligation to bring his complaints regarding any incomplete or untruthful discovery materials (as well as any other evidentiary issues) to the court’s attention at the hearing on the merits. Not only did Husband fail to do that, but he expressly stated at the conclusion of the hearing that all of his questions, including those regarding Wife’s disclosure of her retirement assets, had been answered. Furthermore, any dispute regarding Wife’s discovery responses was rendered moot by Husband’s adoption of the Settlement Agreement, which conclusively decided all issues incident to the marriage. In fact, Husband essentially conceded that point during his trial testimony. When Husband first indicated that he had questions about Wife’s retirement assets, his attorney reminded him about the agreement, stating that “regardless of what was or wasn’t produced in discovery, you guys both agreed . . . that there would be a mutual waiver on your end.” Although Husband responded that he did not “have any recollection of that,” he added: “If you say it’s so, I believe you.”

Given those facts, we are persuaded that all of Husband’s arguments as to Wife’s compliance in discovery either were never raised or were affirmatively waived. We are, therefore, persuaded that the court did not err in entering the judgment of absolute divorce on the evidence presented.

III.

Husband’s final claim is that the circuit court erred in including in the divorce judgment a provision that the parties’ QDRO “shall be prepared by Ms. Beth Rogers.” Husband claims that he should be permitted to choose another person to prepare the QDRO.

We hold that Husband’s argument was waived. At the hearing on the merits, the following exchange occurred during Husband’s direct testimony:

[COUNSEL]: Okay, and you also understand that pursuant to this agreement, you’re agreeing to pay to your wife a sum of \$145,000 from your TSP?

[HUSBAND]: Yes, . . . sir.

* * *

[COUNSEL]: You understand that my office will be preparing the qualified domestic relations order –

[HUSBAND]: So my question is does that include my 401(k) and my FERS, is that correct?

[COUNSEL]: What we’re talking about now is just specifically for your TSP –

[HUSBAND]: Okay.

[COUNSEL]: – and it’s part of your, well, it’s under the umbrella of your FERS, but –

[HUSBAND]: Okay, yes.

[COUNSEL]: And that's going to be done by Beth Rogers, just for the record.

[HUSBAND]: Okay, yes.

From that exchange, it is clear that Husband expressly agreed to have Ms. Beth Rogers prepare the QDRO. Thus, his claim that the court erred in including the disputed provision in the divorce judgment was waived.

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