Circuit Court for Montgomery County
Case No: 163245FL (consolidated with
Case No. 97874FL)

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 1167

September Term, 2020

AHMED MAREGN MOHAMED

v.

ZEMZEM BEDADA

Shaw Geter,
Gould,
Sharer, J., Frederick
(Senior Judge, Specially Assigned),

JJ.

Opinion by Shaw Geter, J.

Filed: August 3, 2021

In 2011, Zemzem Bedada, Appellee/Wife, filed a complaint for absolute or limited divorce in the Circuit Court for Montgomery County seeking to dissolve her marriage to Ahmed Maregn Mohamed, Appellant/Husband (case no. 97874-FL). In July 2013, the court entered a Consent Order memorializing the parties' agreement as to custody, visitation, and marital property issues. When neither party appeared for an uncontested divorce hearing in 2014, the court dismissed Wife's complaint. In 2018, Husband filed a motion in Wife's divorce case seeking to modify the 2013 Consent Order with regard to custody and visitation, and in April 2019 a Consent Custody Order was entered addressing those issues. Three months later, Husband filed a complaint for absolute divorce, which was given a new case number (case no. 163245-FL). Husband requested that the court "make an equitable distribution of the marital property[.]" Wife filed a counter-claim for absolute divorce and requested that the 2013 Consent Order "be reaffirmed and merged into the judgment of absolute divorce[.]" Wife also filed a motion for partial summary judgment as to the marital property issues, asserting that the 2013 Consent Order had "resolved all [ ] property issues arising out of the marriage[.]" Following a hearing, the court denied the motion for partial summary judgment and subsequently convened an evidentiary hearing on the validity of the 2013 Consent Order. The court concluded that "the 2013 Consent Order is a valid and enforceable agreement" and that Husband had "failed to meet his burden of proof to show that the parties intended to abrogate the 2013 Consent Order through reconciliation[.]"

Husband, representing himself, appeals the court's ruling and presents eight questions for this Court's consideration, which we consolidate and rephrase as follows:[1]

> (1) Did the circuit court err in concluding that the 2013 Consent Order was valid and enforceable and not abrogated by (i) the dismissal of Wife's divorce case or (ii) any reconciliation of the parties—and is its ruling contrary to the court's earlier decision denying Wife's motion for partial summary judgment?
>
> (2) Was Husband deprived of his right to a fair hearing (i) where the court considered the validity of the 2013 Consent Order when he did not request such action; (ii) where the judge who presided over the validity hearing was not the same judge named in the scheduling order; (iii)

[1] Appellant's questions were phrased as follows:

1. Does the Circuit Court of Montgomery County have a right to refer to a motion that was not filed by the Appellant in the hearing of November 12, 2020 as well as in the final order entered on December 9, 2020?
2. Does the Circuit Court of Montgomery County has the mandate to reverse the ruling on the substance of the Motion for Partial Summary Judgment that denied the validity of the 2013 Consent Order on the hearing held on January 24, 2020 [E-122] without a motion for post judgment or an appeal by the Appellee?
3. Is it appropriate for the Circuit Court of Montgomery County to switch a Judge at the last minute after the Appellant has submitted his Exhibits pursuant to the written instructions given by the Court for the hearing?
4. Is it appropriate for a Judge to admit exhibits that are produced by the Appellee for the hearing of November 12, 2020 that were submitted in violation of the timeline set by the Court for the scheduled hearing?
5. Is it appropriate for the Judge in charge of the hearing answering questions for the witnesses and intimidate a self represented litigant?
6. Is there a family law in the State of Maryland that validate an agreement made under a dismissed divorce case valid when the parties resumed marital relationship after the dismissal of the case?
7. Can an agreement made in violation of a previous court order under the same case file be considered as a valid agreement?
8. Can the Montgomery County Circuit Court use an "Independent Consideration" to support a judgment when that "Independent Consideration" is not know [sic] by either of the parties and was not disclosed during the discovery process or introduced as evidence on the hearing?

> where the court allowed Wife to introduce certain exhibits into evidence that were provided to Husband in advance of the hearing but later than the timeframe in the discovery order; and (iv) where the presiding judge allegedly "answer[ed] questions for the witnesses and intimidate[d] a self-represented litigant"?

For reasons discussed below, we affirm the judgment of the circuit court.

We note that the parties have two children, one born in 2001 and the other in 2003. Neither custody nor visitation are issues in this appeal. When we discuss the 2013 Consent Order, our focus is on the marital property terms in that order and, as such, our discussion should not be deemed to constitute any comment on the custody and visitation provisions which, in any event, were superseded by the 2019 Consent Custody Order.

BACKGROUND

The 2013 Consent Order

The 2013 Consent Order, under the caption "Agreed As To Form And Content," was signed by Wife, Wife's counsel, and Husband. A Family Law Master's signature appears under the caption, "This Is A Proper Order To Be Signed." The Consent Order was later signed by a judge of the circuit court. The 2013 Consent Order stated that it was a memorialization of the parties' "agreement[.]" After addressing custody and visitation (with Wife given sole legal and physical custody of the children), it included provisions related to the parties' real property—a home in Maryland and a house in their native Ethiopia. The provision for the property in Maryland stated:

> ORDERED, that at the time of the parties' Judgment of Absolute Divorce, [Husband] shall convey to [Wife] all of his right, title and interest in and to the real property known as 3720 Berleigh Hill Ct., Burtonsville, MD 20866, and the parties shall execute any deed, assignment, or other

> documents which may be reasonably necessary for the conveyance of such right, title, and interest from both of the parties to [Wife].

This provision further provided that Wife would be solely responsible for the payment of all costs to effectuate the transfer of this property to herself—including transfer and recordation fees, taxes, and the like—and that the "Deed to [Wife] shall set forth [Wife's] express assumption of the any [sic] mortgage[.]" By its terms, the agreement related to the Burtonsville home was contingent upon the entry of a judgment of absolute divorce.

The remaining provisions related to the marital property contained no such explicit condition, including the agreement relating to the home in Ethiopia, which stated:

> ORDERED, that the parties shall obtain and exchange the necessary documentation related to their home in Addis Ababa, Ethiopia, for the purpose of selling the home; at such time, the parties shall agree to sell the home, and of the net proceeds, [Wife] shall receive fifty percent (50%), [Husband] shall receive twenty-five percent (25%), and twenty-five percent (25%) shall be placed in a college fund for the parties' Children[.]

The Consent Order then set forth the parties' agreement regarding their retirement assets:

> ORDERED, that by each party's express waiver thereof, each party expressly waives any right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary of any interest the other may have in all retirement assets of the other, including but not limited to pension plans, profit-sharing plans, individual retirement accounts, or any other form of retirement or deferred asset. Each party shall, within (5) days of the request by the other party, execute such documents as may be necessary in order to effectuate the purposes of this Paragraph[.]

The parties' agreement as to "any investments or stocks" was as follows:

> ORDERED, that by each party's express waiver thereof, each party expressly waives any right either may have in any investments or stocks of

> the other. Each party shall, within (5) days of the request by the other party, execute such documents as may be necessary in order to effectuate the purposes of this Paragraph[.]

Their agreement related to alimony and monetary awards was as follows:

> ORDERED, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claim or right to receive from Husband both alimony and a monetary award. Wife understands and recognizes that, by the execution of this Agreement, she cannot at any time in the future make any claim against Husband for either alimony or a monetary award. Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claim or right to receive from Wife both alimony and a monetary award. Husband understands and recognizes that, by the execution of this Agreement, he cannot at any time in the future make any claim against Wife for either alimony or a monetary award. The parties agree that the provisions of this paragraph with respect to both alimony and a monetary award are not and shall not be subject to any Court modification.

The 2013 Consent Order was entered on the court's docket on July 26, 2013.

Subsequent Events

As noted, the 2013 Consent Order was executed following Wife's complaint for divorce in 2011. In January 2014, Wife—then representing herself—filed a "supplemental complaint for absolute divorce" in which she requested that the judgment of divorce be granted and that the court incorporate therein, but not merge, the provisions of the 2013 Consent Order. The court scheduled an uncontested divorce hearing for April 14, 2014, but neither party appeared and, by order dated July 15, 2014, the court dismissed Wife's complaint for divorce.

The docket entries reflect that no further action was taken in Wife's divorce case until August 2018 when Husband filed a motion to modify custody and visitation. In that motion, Husband—then represented by counsel—refers to the 2013 Consent Order,

describing it as a "settlement agreement." He alleged that, after the execution of the 2013 Consent Order, Husband and Wife had "reconciled and resumed living together as husband and wife" and that they "currently have shared physical custody of the minor children." He complained, however, that Wife had made "significant decisions" regarding the children without consulting him and that he "[was unable to communicate with her." He requested that the court modify custody and visitation and grant him "joint legal custody and liberal visitation." In a subsequent pleading, Husband informed the court that he and Wife had "now separated" and Wife was refusing him access to the children. Husband again referred to the 2013 Consent Order and stated that, "[a]though this matter is a post judgment modification, it is effectively a fully contested divorce and custody matter." Wife filed a counter petition for child support. Husband and Wife resolved the custody, child access, and child support issues pursuant to a Consent Custody Order entered on April 10, 2019.

In July 2019, Husband filed a complaint for absolute divorce and other relief, which was assigned a separate case number. The two cases were later consolidated and the court ordered that all future pleadings be filed under the new case number.

Wife's Motion For Partial Summary Judgment

In response to the request Husband made in his 2019 divorce complaint for an equitable distribution of the marital property, Wife filed a motion for partial summary judgment claiming that all property issues had been resolved by the 2013 Consent Order. On January 24, 2020, the court held a hearing on the motion, where neither party submitted any sworn testimony or evidence. Husband, representing himself, acknowledged the 2013

Consent Order but claimed that at the time it was executed he was living with his sister in Tennessee, did not have a job, and was "in a different situation." He asserted that he had "signed that agreement to have some shelter and something to eat." He also claimed that "since 2014 we've been living together, filing taxes together." In short, he argued that the 2013 Consent Order was not valid because: (1) he had signed it while "under pressure for survival"; (2) it was executed in Wife's divorce case, which was ultimately dismissed; and (3) he and Wife thereafter "lived as a married couple." Wife argued that the 2013 Consent Order was valid because it was supported by consideration independent of their initial separation and neither Husband nor Wife had "done anything to repudiate the agreement" since its execution. The court denied the motion for partial summary judgment because "of what appear to be some open factual issues" that "can only really be resolved through the trial on the merits."

Merit's Hearing

On November 12, 2020, the court convened an evidentiary hearing to determine the validity of the 2013 Consent Order. Harry Siegel testified that he had represented Wife in her divorce case filed in 2011. Wife introduced Mr. Siegel's billing and other business records related to Wife's case into the record. Husband objected, claiming that copies of the exhibits had been provided to him just two days before the hearing. The court overruled his objection.

Mr. Siegel testified that he and a former associate of his firm were involved in the preparation of the 2013 Consent Order. He related that the "terms were negotiated" and his firm had sent a first draft of the consent order to Husband, who was then self-

represented, "and over the course of maybe two or three months, it went back and forth between the parties and once the other side was satisfied with its terms, everyone signed off on it." Mr. Siegel identified and testified about copies of various emails from himself and his associate to Husband between June and July 2013 regarding the terms of the proposed consent order. He also testified about his firm's billing records, which included time over various dates for phone calls to Husband, emails to Husband, and revisions to the proposed consent order.

Wife's exhibits also included a copy of a letter Mr. Siegel had mailed to Husband on June 5, 2013, enclosing "a revised Consent Order" and asking for his signature "if its [sic] acceptable to you." An email from Mr. Siegel's associate, Christine Frate, dated July 3, 2013, attached "a revised Consent Order with the changes you discussed with Mr. Siegel" and further stated that, "[a]s you will see, [Wife] has agreed to your conditions." If the revised consent order was "acceptable" to him, counsel requested that Husband sign and return it.

Husband introduced a "Joint Motion to Stay Proceedings To Attempt Collaborative Resolution" that was entered into Wife's divorce case on April 16, 2012, and he attempted to cross-examine Mr. Siegel about it. That motion, signed by Mr. Siegel and counsel then representing Husband, indicated that Husband and Wife had agreed to "pursue a collaborative resolution" of the issues raised in Wife's divorce case. The Joint Motion further stated that, "after the parties execute a separative Collaborative Agreement, their respective collaborative attorneys will be unable to represent them in any court proceeding, except those proceedings necessary to obtain an uncontested divorce and/or the entry of

such orders as may be necessary to implement their final Agreement." As best we can discern, Husband's point seemed to be that Mr. Siegel's representation of Wife with regard to the 2013 Consent Order somehow violated the terms of the Joint Motion to Stay Proceedings To Attempt Collaborative Resolution. Husband, however, did not present any evidence to support such a position.

Husband called Wife as a witness and elicited from her that, in her answers to interrogatories, Wife denied that Husband and Wife had resumed their marital relationship after Wife's divorce case was dismissed in 2014. She testified that Husband had "force[d] himself on [her] multiple times"—but she admitted that she had never reported that to secular or religious authorities. Husband also elicited from Wife that they had filed a joint tax return in 2015, 2016, and 2017, but Wife claimed it was only to "take advantage of the tax law" for married couples. Wife admitted that in 2018 she had transferred money from a "joint account" into a "personal account," and that she had accompanied Husband to a colonoscopy procedure in 2016 and was present when he was informed of a Stage III colon cancer diagnosis.

Wife acknowledged that Husband had resided in the family home with her and their children in recent years (beginning sometime after the 2014 divorce case had been dismissed until he moved out in 2018), but testified that she and Husband "were roommates and co-parents. I was helping him and, like I said, for the sake of my kids yes." She claimed, however, that they "were not officially back together."

Husband testified on his own behalf and claimed that, after Wife's divorce case was dismissed, they had resumed the marital relationship. He also submitted copies of

photographs purportedly showing Husband, Wife, and the children together on vacations after 2014. Husband testified, however, that after he was diagnosed with cancer in 2016 Wife began staying out late at night and going on vacations by herself.

At the close of evidence, and after hearing argument from the parties, the court ruled orally from the bench as follows:

> [T]he evidence is clear that the parties have resided together for extended periods of time subsequent to the consent order of July 23, 2013[,] which is in evidence here as [Wife's] Exhibit No. 3.
>
> The parties disagree as to whether that period of residing together constitutes a reconciliation as urged by [Husband]. Because the [c]ourt finds that the consent order is a valid and enforceable property settlement agreement which is supported by consideration and was entered into knowingly and voluntarily by both parties, there is no need to make a finding as to whether there is a reconciliation, although [Husband] has presented some evidence that there was.
>
> As it relates to property, the [c]ourt finds that the parties voluntary and knowingly entered into this agreement and as it relates to property, the [c]ourt finds that it remains enforceable in all respects.

The court's ruling was later formalized in an Order of Court, which was entered on the docket on December 9, 2020. The written order included the following findings and conclusions of law:

> 1) No confidential relationship existed between the parties at the time of the signing of the 2013 Consent Order; 2) the 2013 Consent Order is supported by independent consideration; 3) the custody provisions in the 2013 Consent Order have been modified and superseded by a Consent Custody Order entered on April 10, 2019 . . .; 4) the 2013 Consent Order is a valid and enforceable agreement between the parties; 5) except for custody provisions contained in the 2013 Consent Order, all other provisions contained in the 2013 Consent Order shall continue in full force and effect; 6) [Husband] failed to meet his burden of proof to show that the parties intended to abrogate the 2013 Consent Order through reconciliation[.]

Husband filed a timely notice of appeal from that order. Then on January 22, 2021, the court granted Wife an absolute divorce from Husband and ordered that the 2013 Consent Order addressing the parties' marital property be incorporated but not merged into the judgment of divorce. Husband did not appeal from the judgment of divorce.

STANDARD OF REVIEW

In cases tried without a jury, an "appellate court will review the case on both the law and the evidence. It will not set aside the judgment of the trial court on the evidence unless clearly erroneous, and will give due regard to the opportunity of the trial court to judge the credibility of the witnesses." Md. Rule 8-131(c). Under the clearly erroneous standard, "we must consider the evidence in the light most favorable to the prevailing party and decide not whether the trial judge's conclusions of fact were correct, but only whether they were supported by a preponderance of the evidence." *City of Bowie v. Mie Properties, Inc.*, 398 Md. 657, 676–77 (2007) (quotation omitted). With respect to legal conclusions, however, an appellate court "must determine whether the lower court's conclusions are legally correct." *White v. Pines Community Improvement Ass'n, Inc.*, 403 Md. 13, 31 (2008) (citation and internal quotation mark omitted). When reviewing consent orders or judgments, "we look to the parties' agreement as embodied in the judgment to interpret the order." *Hearn v. Hearn*, 177 Md. App. 525, 534 (2007). "In interpreting the parties' agreement as embodied in a consent judgment, we have applied the ordinary principles of contract construction." *Id*.

DISCUSSION

1. <u>The Validity of the 2013 Consent Order</u>

The issue before us is whether the 2013 Consent Order survived the 2014 dismissal of Wife's divorce case or was abrogated by Husband and Wife's alleged resumption of their marital relationship. Prior to discussing that issue, however, we first reject Husband's contention that the court's denial of Wife's motion for partial summary judgment constituted a finding that the 2013 Consent Order was invalid. The denial of the motion for summary judgment in January 2020 was not a ruling on the merits of the issue, but rather the court's decision to defer ruling on the merits until after an evidentiary hearing. Accordingly, the court's ultimate ruling that the 2013 Consent Order is valid and enforceable is in no way contrary to its decision denying the motion for partial summary judgment.

We also reject Husband's assertion that the 2013 Consent Order is not a valid agreement because it allegedly violated the 2012 Joint Motion to Stay Proceedings To Attempt Collaborative Resolution. In short, other than to point out that Mr. Siegel represented Wife in the negotiations that led to the 2013 Consent Order, Husband fails to explain how that fact has any bearing on the validity of the order. Moreover, Husband was well aware of Mr. Siegel's representation of Wife at the time the agreement was reached and yet appears to have not objected at that time. Nor did he appeal the entry of the 2013 Consent Order. Consequently, Husband waived any issue as to whether Mr. Siegel's representation of Wife in the negotiations that led to the 2013 Consent Order was violative of the 2012 Joint Motion to Stay.

We turn now to the court's decision that the 2013 Consent Order is valid and enforceable. First, there's no question that "[a] husband and wife may make a valid and

enforceable deed or agreement that relates to alimony, support, property rights, or personal rights." Md. Code, Family Law, § 8-101(a). "[T]he validity of such agreements has long been judicially recognized in Maryland." *Bruce v. Dyer*, 309 Md. 421, 438 (1987) (citations omitted). Such an agreement may be submitted to a court for entry as a consent order or judgment. Md. Rule 2-612 ("The court may enter a judgment at any time by consent of the parties."). Accordingly, the 2013 Consent Order was not merely an agreement between the parties, it was a final judgment of the court. *Kent Island, LLC v. DiNapoli*, 430 Md. 348, 359 (2013) ("Although a settlement agreement is not a final judgment, a consent order is."); *Jones v. Hubbard*, 356 Md. 513, 528 (1999) ("[A] consent judgment is a judgment and an order of court. Its only distinction is that it is a judgment that a court enters at the request of the parties.").

"A consent decree is entered under the eye and with the sanction of the court and should be considered a judicial act not open to question or controversy in a collateral proceeding." *Dorsey v. Wroten*, 35 Md. App. 359, 361 (1977). A consent order is, therefore, presumed valid and the burden is on the challenging party to establish otherwise. *Jackson v. Jackson*, 14 Md. App. 263, 269 (1972) (Consent orders in divorce proceedings are "presumptively valid and the burden to prove that their execution was caused by coercion, fraud or mistake is upon the party making the allegation.").

Despite his assertions otherwise, the fact that Husband represented himself in the negotiation of the terms that comprised the 2013 Consent Order is not indicative of coercion or duress. *McClellan v. McCellan*, 52 Md. App. 525, 532 (1982) ("Lack of legal representation is not dispositive of the issue of an agreement's validity[.]"). As the

evidence at the hearing established, although Wife's counsel prepared the initial draft of the agreement, that draft was revised at least twice following Husband's review of the terms. While this Court could "invalidate a separation agreement on the basis of duress in its formation," we will do so "only when the conclusion that the execution of the agreement was obtained by duress is inescapable." *Id*., at 530–31 (internal quotation marks and citation omitted). Here, Husband failed to meet that standard.

We also reject Husband's contention that the circuit court erred in concluding that the 2013 Consent Order was supported by consideration. "Consideration necessitates that a performance or a return promise must be bargained for." *Chernick v. Chernick*, 327 Md. 470, 479 (1992) (internal quotation marks and citation omitted). "A performance is bargained for if it is sought by the promisor in exchange for his [or her] promise and is given by the promisee in exchange for that promise." *Id*. (internal quotation marks and citation omitted). "Forbearance to exercise a right or pursue a claim, or an agreement to forbear, constitutes sufficient consideration to support a promise or agreement." *Id*. Here, Wife and Husband provided consideration for their agreement by bargaining for reciprocal promises made to one another. For example, Husband agreed to transfer his interest in the Burtonsville house to Wife and Wife agreed to be responsible for all costs related to that transfer and to assume sole responsibility for the mortgage on the house; Husband and Wife agreed to split the proceeds from the sale of the house in Ethiopia, with a portion of Husband's share set aside for the children's college education; each party agreed to forgo any claim to any right either may have in the other's retirement assets and in the other's investments and stocks; and each agreed to release and discharge the other from any claim

or right to receive alimony or a monetary award "absolutely and forever, for the rest of her [or his] life." Husband failed to produce any evidence regarding the value of the marital property or Husband and Wife's respective contributions thereto. Based on this record, we cannot conclude that the circuit court erred in finding that the 2013 Consent Order was supported by consideration.

The next question is whether, as Husband maintains, the dismissal of Wife's divorce case in 2014 voided the 2013 Consent Order. In our view, it did not. As noted, the 2013 Consent Order, standing alone, was a valid and enforceable judgment even though Wife's complaint for absolute divorce was subsequently dismissed by the court, on its own accord, when the parties failed to appear for an uncontested divorce hearing. *See Kent Island*, 430 Md. at 360 ("[A] consent order entered properly carries the same weight and is treated as any other final judgment."). The only express contingency in the 2013 Consent Order was that the transfer of Husband's interest in the Burtonsville home would occur upon the entry of a judgment of absolute divorce. The remaining provisions related to marital property—such as the house in Ethiopia, stocks and other investments, and retirement assets—had no such contingency. And the agreement regarding the mutual relinquishment of any claim or right to alimony or a monetary award was made "absolutely and forever" for the rest of their lives. In short, we are persuaded that the language of the 2013 Consent Order conclusively evidences the parties' intent that it be a final and complete settlement of their property rights based on independent consideration. In other words, it was not a mere separation agreement.

Assuming that Husband and Wife had in fact reconciled after 2014, we find no merit to Husband's claim that any such reconciliation voided or abrogated the 2013 Consent Order. As noted, the order was a judicial decree and, as such, it was subject to modification only by the court. Although it is true that Husband and Wife could have mutually agreed to modify the 2013 Consent Order (as they in fact did so with regard to the custody and visitation provision), any modification or abrogation would have been subject to the court's approval. *See Chernick*, 327 Md. at 479 ("While parties do not have the ability to independently modify an existing court decree, they do have the power to make a valid agreement to modify the decree subject to the court's approval.").

In his reply brief, Husband seems to maintain that the signature on the 2013 Consent Agreement was not his and that Wife failed to establish that he had signed it voluntarily. First, Husband admitted at the January 24, 2020 hearing on Wife's motion for partial summary judgment that he "signed that agreement" but claimed he did so "to have some shelter and something to eat." His argument on appeal that he in fact did not sign it is disingenuous. Moreover, the 2013 Consent Order was presumed valid and it was Husband's burden to prove otherwise.

In sum, we hold that the circuit court did not err in concluding that the 2013 Consent Order was valid and enforceable and remains in full force and effect.

II.

Fairness of the Hearing

Husband raises several additional issues which, in essence, amount to allegations that he was denied the right to a fair hearing. First, he seems to assert that the circuit court

erred in ruling on the validity of the 2013 Consent Order because, he claims, he had not requested such action. In its order, the circuit court stated that the matter came before the court "upon [Husband's] motion for determination of the validity of" the 2013 Consent Order. Husband points out, however, that he did not file a motion requesting the court to determine the validity of that order. We recognize that the issue was raised upon Wife's filing of her motion for partial summary judgment on the marital property disposition, which Husband opposed, and in her counter-claim for divorce in which she requested that the 2013 Consent Order be incorporated, but not merged, into a judgment of absolute divorce. At a hearing on January 31, 2020—while Husband was represented by counsel—there was a discussion between the parties' attorneys and the court regarding the 2013 Consent Order. When Husband's counsel was asked whether he was seeking a "validity hearing," counsel replied: "That would certainly be nice, to get that issue resolved." In short, the validity of the 2013 Consent Order was properly before the circuit court because Husband sought a division of the martial assets and he disputed Wife's position that the 2013 Consent Order was controlling.

The next issue concerns the presiding judge. Judge Christopher Fogleman presided over the January 24, 2020 hearing on Wife's motion for partial summary judgment and Judge Thomas Craven presided over the November 12, 2020 hearing on the validity of the 2013 Consent Order. Husband asserts that two weeks before the November hearing, he was sent an email from the court indicating that Judge Karla Smith would preside over the hearing on the validity of the 2013 Consent Order. Husband complains, essentially, that it was unfair to "switch[]" at the "last minute" the judge assigned to the case. Husband

maintains that Judge Craven "did not have enough time to familiarize himself with the case and the history of the case[,]" which "contributed to miscommunication" between the Judge and the parties during the hearing. Having reviewed the transcripts, we disagree. Moreover, Husband cites no authority limiting the County Administrative Judge's power to make or revise case assignments.

Husband also complains that the court erred or abused its discretion by allowing Wife to submit certain exhibits into evidence when copies of those exhibits were not provided to him sufficiently in advance of the hearing. Specifically, he appears to be focused on the exhibits submitted during Mr. Siegel's testimony, that is, the billing records from Mr. Siegel's representation of Wife in her divorce case and emails and letters that law firm had sent to Husband during the negotiations and drafting of the 2013 Consent Order. He maintains that he "was at a disadvantage in formulating effective cross examination strategy on [Wife's] witness which greatly impaired the fact finding mission of the hearing and contributed to a final Court Order that denies [his] marital property rights[.]" We disagree.

At the November hearing, Husband informed the court that the exhibits "were supposed to be delivered two business days in advance" but he received, at least some of them (he wasn't specific), early the previous evening. At that point, the court "defer[ed] discussion on the question of the allegedly late exhibits" and allowed Mr. Siegel to testify. After Mr. Siegel's testimony, Husband re-raised the issue of the late exhibits stating that, because he "didn't get a chance to have a look at it[,]" he "wouldn't be able to cross examine the witness[.]" When pressed by the court as to when he received the exhibits,

Husband replied: "On Tuesday after 4:00 p.m." The court noted that it was then Thursday. Wife's counsel claimed that at least some of documents had been "produced as discovery as well" sometime the previous week, with one exhibit provided two days earlier. The court admitted the exhibits. Based on this record, we are not persuaded that the court abused its discretion in admitting the exhibits.

Finally, Husband asserts that the presiding judge did not treat him with the compassion and accommodation he believes should be given to self-represented litigants such as himself. Rather, he maintains that the "court intentionally played a role" preventing certain "facts from being heard during the hearing by interrupting, denying, interfering [sic] questions of the witnesses from being answered and failing to be neutral in the hearing procedure." Having reviewed the transcript, we readily reject Husband's contention.

Any remaining issues or arguments raised by Husband in this appeal are not properly before us and we shall not address them.

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