

Circuit Court for Prince George's County
Case No. CAD12-29572

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 2284

September Term, 2018

NATASHA M. BYUS

v.

PAUL G. BYUS

Beachley,
Wells,
Moylan, Charles E., Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: November 22, 2019

*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.

In 2013, Natasha M. Byus, appellant, and her ex-husband Paul G. Byus, appellee, executed a Property Settlement Agreement that was incorporated, but not merged, into a Judgment of Absolute Divorce issued by the Circuit Court for Prince George’s County. That Agreement contained a mediation clause which required the parties to mediate any disputes regarding the Agreement before seeking relief in the circuit court.

In 2018, Mr. Byus filed a petition for contempt claiming that Ms. Byus had breached the Agreement by claiming the parties’ daughter on her 2017 tax returns. Following a hearing, the magistrate recommended that Ms. Byus not be held in contempt, but that a judgment be entered against her, in favor of Mr. Byus, in the amount of \$2,754.00. Although Ms. Byus asserted that the contempt petition should be dismissed because the parties had not yet engaged in mediation, the magistrate did not make any findings of fact with respect to the mediation clause or indicate why he had determined that the mediation clause was inapplicable.

Ms. Byus noted 23 exceptions to the magistrate’s recommendations. Notably, these exceptions challenged the magistrate’s failure to enforce the mediation clause as well as the magistrate’s calculation of damages. At the hearing on her exceptions, Ms. Byus also claimed that the issues raised in the contempt petition were moot because she had filed an amended tax return and therefore, Mr. Byus could now claim their daughter on his tax returns. After hearing arguments from the parties, the court stated that it did “not find that the magistrate erred and therefore [it would] overrule the exceptions.” The court subsequently signed the magistrate’s proposed order finding Ms. Byus to be in breach of

the Agreement and entering a judgment in favor of Mr. Byus in the amount of \$2,754.00. This appeal followed.

Ms. Byus raises four issues on appeal: (1) whether the judgment should be vacated because the Agreement required the parties to mediate any disputes before seeking relief in the circuit court; (2) whether the magistrate violated her due process rights by holding a hearing on the contempt petition without having first reviewed her answer; (3) whether the amount of damages claimed by Mr. Byus was supported by competent evidence; and (4) whether the circuit court erred in not dismissing the contempt petition as moot. These claims were raised by Ms. Byus in either her written exceptions or at the hearing on her exceptions. However, the court’s final order does not indicate how it had resolved those challenges. Because the court was required to address Ms. Byus’s exceptions and provide reasons for its decision, we shall vacate the judgment denying Ms. Byus’s exceptions and remand the case for further proceedings consistent with this opinion.

When faced with exceptions to the magistrate’s findings of fact, the trial court must exercise its independent judgment, “consider the allegations[,] and decide each such question.” *Bagley v. Bagley*, 98 Md. App. 18, 30 (1993). In doing so, the court “should, in an oral or written opinion, state how [it] resolved those challenges. Having determined which facts are properly before [it], and utilizing accepted principles of law, the chancellor must exercise independent judgment to determine the proper result.” *Domingues v. Johnson*, 323 Md. 486, 496 (1991). The court is faced with this responsibility when considering exceptions to a magistrate’s first or second-level fact finding. *Kirchner v. Caughey*, 326 Md. 567, 572 (1992). Therefore, “the written or oral opinion” of the court

“should address . . . the issues relating to the conclusions to be drawn from the facts found,” in addition to addressing the issues surrounding challenges to a magistrate’s finding of fact. *Id.* This requirement is based on Maryland Rule 2-522(a) which provides that, in a contested court proceeding, the judge “shall dictate into the record or prepare and file in the action a brief statement of the reasons for the decision and the basis of determining any damages.” *Id.*

Here, the circuit court’s opinion did not address Ms. Byus’s exceptions and does not reflect the court’s “consideration of the relevant issues and reasoning supporting [its] independent decisions on those issues[.]” *Bagley*, 98 Md. App. at 32. Rather, the record demonstrates that, after hearing arguments from the parties, the court simply stated that it did “not find that the Magistrate erred” and that it would sign the magistrate’s proposed order as written. This was legally insufficient. *See Kirchner*, 326 Md. at 572 (holding that court’s ruling that the “Master’s findings are correct” was insufficient to establish that it had exercised its independent judgment in reviewing the appellant’s exceptions). On remand, the court must issue an oral or written opinion resolving Ms. Byus’s exceptions in the manner required by *Kirchner* and *Domigues*. Although we express no opinion as to the merits of those exceptions, the court’s opinion should address the issues raised by Ms. Byus on appeal including the applicability of the mediation clause, Ms. Byus’s challenge to the magistrate’s calculation of damages, and whether the dispute between the parties is moot.¹

¹ In resolving Ms. Byus’s claims regarding the applicability of the mediation clause, the court should specifically indicate what evidence it relies on to support its final determination as the magistrate did not make any factual findings regarding this issue. We

(continued)

The court’s opinion should also provide the reasons for its decision so that it is clear that it exercised its independent judgment in resolving those exceptions.

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE’S COUNTY VACATED. CASE REMANDED TO THE CIRCUIT COURT FOR FURTHER PROCEEDINGS CONSISTENT WITH THIS OPINION. COSTS TO BE PAID BY APPELLEE.

note that the lack of factual findings is concerning as the issue of whether a party has waived a contractual right is a question of fact that must be clearly established and cannot be inferred from equivocal acts or language. *See The Redemptorists v. Coulthard Servs., Inc.*, 145 Md. App. 116, 136 (2002) (noting that there is no bright-line test to determine whether a party has waived a contractual provision and that the issue is very fact-specific).