

Circuit Court for Montgomery County  
Case No. 135829 FL

UNREPORTED  
IN THE COURT OF SPECIAL APPEALS  
OF MARYLAND

No. 2942

September Term, 2018

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PAVEL V. ROYZMAN

v.

TETYANA ROYZMAN

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Kehoe,  
Nazarian,  
Gould,

JJ.

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PER CURIAM

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Filed: April 10, 2020

\*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 this appeal from a divorce action in the Circuit Court for Montgomery County, Pavel V. Royzman (“Pavel”), appellant, challenges the granting of a motion by Tetyana Royzman (“Tetyana”), appellee, to enforce and for the appointment of a trustee, and the denying of a motion to alter or amend that judgment.<sup>1</sup> Tetyana moves to dismiss the appeal, or alternatively, requests that we affirm the judgments of the circuit court. For the reasons that follow, we shall deny the motion to dismiss, but affirm the judgments of the circuit court.

On August 22, 2017, the court entered a “Judgment of Absolute Divorce,” in which the court ordered, in pertinent part, “that the parties’ home . . . shall be sold,” and the “parties will equally share the cost of fees and costs associated with the sale, and equally divide proceeds of the sale.” On October 16, 2017, the court entered an “Amended Judgment of Absolute Divorce,” which repeated the aforementioned provision. On November 15, 2017, Pavel filed a notice of appeal from the judgment.<sup>2</sup> On March 27, 2018, Pavel filed a “Motion for Stay of Execution of Judgment and for Injunctive Relief,” in which he asked the court to “[s]tay any and all enforcement of the provisions within the Judgment of Absolute Divorce which relate to the Parties’ marital home,” and “[e]nter an injunction barring [Tetyana] from any further attempt to sell the marital home without

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<sup>1</sup>Pavel also appeals from a memo of a circuit court family department case manager and the transcribed “Report and Recommendations of the Family Magistrate as stated on the record on September 13, 2018.” Pavel does not cite any authority, and we are unaware of any, that renders these documents appealable orders.

<sup>2</sup>We subsequently affirmed the judgment of the circuit court. *Royzman v. Royzman*, No. 1888, September Term, 2017 (filed March 4, 2019).

[Pavel’s] written & notarized consent [and] until after all appeals in the matter have been exhausted.”

On May 25, 2018, Tetyana filed a “Motion for Contempt and to Enforce,” in which she contended that Pavel “has consistently refused to place the house on the market for sale as called for in [the court’s] Order in this case.” Tetyana stated that “as the result of . . . Pavel’s refusal to honor [the court’s] order, and his refusal to cooperate with the sale of the real property, [she] has no choice but to ask that the [c]ourt appoint a trustee and that [Pavel] be solely liable for the costs incurred as the result of such an appointment.” On July 6, 2018, the court denied Pavel’s motion for stay.

On September 13, 2018, a hearing was held before a magistrate on Tetyana’s motion for contempt and to enforce. At the hearing, Tetyana confirmed that since the court issued its October 16, 2017 judgment, she has “consistently been after [Pavel] to sell the house,” and did not have with Pavel “[a]ny agreement that differs from that.” Tetyana submitted into evidence an e-mail from her counsel to Pavel, dated February 27, 2018, in which counsel submitted to Pavel “the names and telephone numbers of three realtors,” and asked him to “select one and let [counsel] know which one [he] will agree can list the marital home.” Tetyana testified that Pavel did not respond to the e-mail. Tetyana also submitted into evidence an e-mail from Pavel to counsel, dated September 1, 2018, in which Pavel stated:

If the marital house goes on sale, it will require a substantial cash investment in repairs to enhance its value. Such investment will include repairing or replacing the HVAC unit, eliminating mold growth in the basement walls and ceiling (external insulation + wall repair and repainting), basement water problem and etc. I am not going to invest in these repairs from my own. I

will only assume these costs if we reach an agreement as per my written offer via email dated Wednesday, August 29, 2018 at 7:10 PM.

Ending this litigation now is entirely up to you and your client.

The longer you stretch this litigation the more money your client will spend and the more time you will spend on this otherwise easy-to-settle set of disputes. As you know by now, my Brief arguments in the UTMA case appeal are legally undefeatable so my demands will keep increasing as we get closer to a CoSA ruling.

Tetyana testified that the e-mail “scare[d]” her, because “[i]t looks like the house [is] in worse situation than it used to be.” During cross-examination, Tetyana explained: “It wasn’t mold at all in this house and the house was in really good condition and everything was fixed, everything was renovated and it looks like for this period of time something happened.”

Following the close of Tetyana’s case, Pavel took the stand, and the following colloquy occurred:

[MAGISTRATE:] [B]ack on October 16, 2017, the [c]ourt entered an amended judgment of absolute divorce, is that right?

[PAVEL:] That’s right.

[MAGISTRATE:] And in accordance with that order, the [c]ourt ordered that the former marital home shall be sold, is that right?

[PAVEL:] Right.

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[MAGISTRATE:] [D]o you have any objection to selling the home now?

[PAVEL:] Yes.

[MAGISTRATE:] What is your objection?

[PAVEL:] That first of all that I can buyout share from ex-wife.

[MAGISTRATE:] So, you want to buyout the home.

[PAVEL:] Exactly.

[MAGISTRATE:] Okay.

[PAVEL:] The second is, my daughter is, you know, she grew up in this house and for her best interest would be to stay in the house.

[MAGISTRATE:] Okay.

[PAVEL:] And, also, I have an appeal that is in Court of Special Appeals that, you know, my hope, you know, I am going to win this appeal.

[MAGISTRATE:] And just so the record is clear, you asked for a stay[,] is that right?

[PAVEL:] I'm asking to stay in the house and I was asking to buyout share.

[MAGISTRATE:] And that motion was denied[,] is that right?

[PAVEL:] That motion was denied.

[MAGISTRATE:] By a [j]udge of this [c]ourt?

[PAVEL:] Yes.

[MAGISTRATE:] Okay, all right, any other objections to selling the home now?

[PAVEL:] . . . I need to add that if that house goes on sale, it needs to take some maintenance because of the life of air conditioning it goes to that, the air conditioning is 50-years-old. The problem with the leaking in the basement existed before and never been solved and now they are solved because of those floodings that we had. So, it should have installed a sump pump inside and outside.

[MAGISTRATE:] Has your former wife made attempts to get an agreement about a realtor to sell the home?

[PAVEL:] No.

[MAGISTRATE:] She hasn't sent you the names of three realtors[?]

[PAVEL:] She send me the names of the realtors, but because . . . there's no deadline for this [c]ourt, I replied in the agreement that I have a letter that if we cannot agree on this realtors [sic], I will proceed with a realtor who found a house for us[.]

Following the hearing, the magistrate found that Tetyana “has made efforts to have the house sold, and [Pavel] has obstructed her efforts.” The magistrate also found reasonable Tetyana’s “concern[] that [Pavel] will not maintain the property in good order unless [Tetyana] permits him to purchase the home.” The magistrate recommended that the “petition for contempt . . . be denied,” but the “petition to enforce . . . be granted,” a trustee “be appointed to sell the home,” the trustee’s “fees . . . be assessed against [Pavel’s] share of the proceeds of the sale,” and “an immediate order” be entered. Later that day, the parties appeared before a judge, who adopted the magistrate’s recommendations. On September 27, 2018, the court entered an order in which it granted Tetyana’s “request for enforcement of the order entered on October 16, 2017,” denied Tetyana’s “request to find [Pavel] in contempt,” and appointed a “Trustee to sell the former marital home.” The court simultaneously issued an “Order Appointing Trustee to Sell Real Property,” in which the court ordered, in pertinent part, “that the Trustee’s fees shall be paid exclusively from [Pavel’s] share of the proceeds of sale.”

On September 24, 2018, Pavel filed a “Motion to Alter or Amend,” in which he contended that the court did “not . . . have any evidence to establish that it was [he], not [Tetyana], who caused the delay,” and the court’s “ruling that the cost of a court-appointed

trustee shall be paid by” Pavel “is a blatant disregard of the” judgment of absolute divorce. Pavel requested that the court “vacate its order . . . or, in the alternative, amend it so as to mandate that the trustee fees shall be shared equally by the parties.” On November 5, 2018, the court entered an order in which it denied the motion.

Pavel now requests that the court’s orders “be vacated and a new Order entered which would state that [Tetyana] is responsible for all fees associated with the Trustee sale of the marital home and which would also order [her] to reimburse [Pavel] for fees already paid to the . . . Trustee.” Tetyana moves to dismiss this appeal on the grounds that Pavel failed “to designate the parts of the record” or “provide the record of this case including but not limited to the transcript and the trial exhibits as part of the record extract,” and included “privileged materials” in “the appeal itself and in the record extract.” (Capitalization and boldface omitted.) But, the circuit court has provided us the entirety of the pertinent parts of the record, including the exhibits entered at the September 13, 2018 hearing before the magistrate. Also, we are aware that the magistrate and judge sustained Tetyana’s objections to numerous documents offered by Pavel at the September 13, 2018 hearings, and we shall not, and do not, consider those documents or any other documents not admitted by the magistrate into evidence in rendering our decision.<sup>3</sup> Hence, we deny Tetyana’s motion to dismiss.

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<sup>3</sup>These documents include e-mails between Pavel, counsel for Tetyana, and this Court’s ADR division, sent subsequent to the September 13, 2018 hearings in an “attempt to resolve this before [the trustee] incurs fees.” We remind Pavel that a record extract must contain only “papers filed in the action in the lower court,” Rule 8-413(a), and “[c]onduct or statements made in compromise negotiations or mediation” is “not admissible to prove the validity, invalidity, or amount of a civil claim in dispute.” Rule 5-408(a).

Nevertheless, we shall affirm the judgments of the circuit court. Pavel first contends that the “court erred in finding or assuming that [he] is responsible for causing a delay in the marital house sale.” (Capitalization and boldface omitted.) We disagree. During his testimony, Pavel admitted that, despite the court’s order that the parties’ home be sold and the court’s denial of his motion to stay the sale until the resolution of his appeal, he continued to object to the court’s order because he wanted to buy Tetyana out of the property, and for the parties’ daughter to continue to live in the home. Pavel also indicated in his September 1, 2018 e-mail that he would not agree to sell the home until the parties “reach an agreement as per [Pavel’s previous] written offer,” and Tetyana invests in repairs that Pavel deems necessary. Pavel further admitted that Tetyana had submitted to him three realtors that could facilitate the sale, but that he had not agreed on any of them because there is “no deadline” in the judgment for absolute divorce for the sale of the home, and that he would unilaterally select a realtor not approved by Tetyana. Finally, Tetyana testified that since the court issued its October 16, 2017 judgment, she has “consistently been after [Pavel] to sell the house” and did not have with Pavel “[a]ny agreement that differs from that,” and that the home has fallen into disrepair while in Pavel’s possession. This evidence was sufficient for the magistrate to conclude that Pavel was responsible for the delay in the sale of the home, and the court did not abuse its discretion in adopting the magistrate’s conclusion.

Pavel next contends that the “court erred in ruling that [he] shall pay for the fees of [the] trustee appointed by the court to sell the marital house,” because the court “had no authority to disregard its own earlier ruling” that the “parties will equally share the cost of

fees and costs associated with the sale.” (Capitalization, boldface, and italics omitted.) We disagree. Rule 2-648(a) states: “When a person fails to comply with a judgment mandating action, the court may direct that the act be performed by some other person appointed by the court at the expense of the person failing to comply.” Here, the magistrate had evidence sufficient to conclude that Pavel had failed to comply with the provision of the judgment of absolute divorce mandating the sale of the parties’ home. Hence, the court was authorized to direct that the sale be performed by a trustee at Pavel’s expense.

Finally, Pavel contends that the court erred in denying his motion to alter or amend “without offering any justification” or “counter-arguments to the rock-solid arguments set forth in” the motion. But, Rule 2-534, which governs the filing of a motion to alter or amend, does not require a court, when denying such a motion, to present “justification” or “counter-arguments.” Even if the Rule required the court to do so, the evidence cited in our disposition of Pavel’s first contention would have been sufficient for the court to deny the motion, and hence, the court did not err in doing so.

**APPELLEE’S MOTION TO DISMISS  
DENIED. JUDGMENTS OF THE CIRCUIT  
COURT FOR MONTGOMERY COUNTY  
AFFIRMED. COSTS TO BE PAID BY  
APPELLANT.**