

Circuit Court for Baltimore County
Case No. 03-C-14-013990

UNREPORTED
IN THE APPELLATE COURT
OF MARYLAND*

No. 424

September Term, 2023

LAURENT J. LABRIE, II

v.

AURELIA D. LABRIE

Arthur,
Tang,
Meredith, Timothy E.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Meredith, J.

Filed: November 16, 2023

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

The Circuit Court for Baltimore County found the appellant, Laurent J. LaBrie II (“Father”), in constructive civil contempt in December 2021 for violating the terms of a consent order the court had entered in May 2021. Thereafter, in March 2022, Father and the appellee, Aurelia D. LaBrie (“Mother”), reached an agreement to resolve the December 2021 contempt finding. Under the terms of the March 2022 agreement, placed on the record in open court, Father was required to pay \$8,000 to Mother, “representing attorney’s fees for the contempt[,]” in eight monthly installments of \$1,000, with the first payment to occur on August 15, 2022. Because Father made none of the agreed payments, Mother filed a request for entry of judgment, and then followed up in March 2023 with a “Supplemental Request for Entry of Judgment[,]” alleging that Father breached the March 2022 consent agreement because he made none of the required payments. After a hearing in April 2023, the court granted Mother’s request to enter an \$8,000 judgment for Mother. Father satisfied the judgment later that month. He then noted this appeal.

Representing himself on appeal in this Court, Father presents eight questions for our review.¹ But all eight of Father’s questions concern the validity of the circuit court’s

¹ The eight questions set forth in Father’s brief were:

I. Was the Court legally correct when it held the Appellant in constructive civil contempt without producing a written order with a sanction, a purge provision, or a design for coercing future compliance when these are required under Maryland Rule 15-207(d)(2)?

II. Was the Court legally correct on December 14, 2021, when it held the Appellant in constructive civil contempt for a past action, moving to New Hampshire?

December 2021 finding of contempt which became moot when the parties placed a settlement agreement on the record in March 2022 resolving all issues relative to the contempt finding. Consequently, we shall not address the questions raised in Father’s brief, and we shall affirm the judgment of the circuit court.

III. Can the Appellant be held in constructive civil contempt when he was not provided with the essential charges so that he would have reasonable time to prepare his defense when Maryland Rule 15-206 (c)(2) requires that contemnors be presented with the charges at least 20 days before a hearing?

IV. Was the Court legally correct on December 14, 2021, when it held the Appellant in constructive civil contempt for moving to New Hampshire when there was no clear order for him not to do so?

V. Was the Court legally correct on December 14, 2021, when it held the Appellant in constructive civil contempt without permitting him due process of law as required by the 14th Amendment of the US Constitution and when none of his actions at or before the time of the hearing were in violation of any Court Order as is required of findings of contempt by Maryland Rule 15-206?

VI. Was the Court legally correct in holding the Appellant in constructive civil contempt for relocating to New Hampshire when Maryland Statute Family Law Article §9-106 Para. (a) (4) states that “*the court shall set a hearing on the [relocation] petition on an expedited basis.*” yet it cancelled a scheduled hearing and two months passed before the Appellant relocated without the Court giving any specific guidance?

VII. Was the Court legally correct on March 3, 2022 when it imposed a purge provision, meanwhile the Court already purged the contempt three months before, by ordering the Appellant to change their school, pediatrician, and therapists and he had already fulfilled that order?

VIII. Was the Court legally correct in holding the Appellant in constructive civil contempt for putting the Court in a position that would necessitate revising an order when Maryland Statute Family Law Article §8-103 (a) authorizes and encourages the Court to change a custody agreement when it is in the best interest of the children and there exists a significant change in circumstances?

BACKGROUND

Mother and Father married in May 2002. Two children were born in April 2008.

In December 2014, Father filed a complaint for absolute divorce in the Circuit Court for Baltimore County. In March 2017, the court granted a Judgment of Absolute Divorce.

Numerous disputes arose between Father and Mother regarding child custody and visitation. On May 14, 2021, the circuit court signed a consent order addressing many of the disputes. That order was entered on MDEC on May 17, 2021 (the “May 2021 consent order”). Under the May 2021 consent order, the parents were to have shared physical custody and joint legal custody of their two children. The consent order provided (among other things) that “the minor children shall continue therapy with their current therapists[.]”

The order further provided:

If in the future, there is a need to change a therapist, the parties shall jointly discuss the selection of the therapist, but Father shall have tie-breaking authority; [and] both parties shall both attend intake prior to the child being seen or treated by the therapist[.]

With respect to the children’s education, the consent order provided that Father would have “tiebreaker authority regarding education issues, except that the children shall remain at their current middle school and . . . attend high school within thirty-five (35) miles of Reisterstown, Maryland, unless otherwise agreed [to] by the parties[.]”

In October 2021, Father moved from Maryland to New Hampshire to begin his new employment as a clinical engineer at Dartmouth-Hitchcock Medical Center. As a result of Father’s relocation with the children, Mother filed a petition asking the Circuit Court for

Baltimore County to find Father in contempt for violating the above-quoted terms of the May 2021 consent order.

The circuit court held a hearing on Mother’s contempt petition on December 14, 2021. At that hearing, Father acknowledged in his testimony that he had withdrawn the children from the “[Baltimore County Public Schools] home schooling umbrella,” and, “[a]s soon as [he] moved to” New Hampshire, he “co-enrolled [the children] for social aspects auditing in the Sunapee School in New Hampshire[,]” where they began to attend school. One of the children’s therapists testified at the hearing that she stopped having sessions with that child because the child “was primarily living in New Hampshire and [the therapist’s] licensure is only for the State of Maryland.”

At the end of the December 2021 hearing, the court found that Father was in contempt for violating the terms of the May 2021 consent order, explaining:

The order requires that the children not be taken from their therapist and as it turns out, that’s exactly what has happened. The Maryland therapist cannot practice in New Hampshire. So that’s out. It’s unrealistic to think that the children will be coming back and forth from New Hampshire every time they need to visit a doctor. So the requirement that they stay with a doctor was ignored. The idea that the children had to stay at their current middle school and attend high school within 35 miles of Reisterstown, Maryland unless otherwise agreed was completely ignored by [Father].

After orally finding Father in contempt for ignoring provisions of the May 2021 consent order, the court explained that it would defer the imposition of a sanction and purge provision, but would consider requests for financial compensation at a later date, stating:

I’m not sure there is any measure of sanction that really works that doesn’t work to the disadvantage of the two children, the two girls who are involved here, because some of the more common measures, make up time and so forth, really are to benefit [Mother] versus [Father]. And that’s not

necessarily in the children’s best interests, which I am here to tell you is my only focus.

So having found that and having found contempt, I am not imposing any sanctions and thus there is no purge provision. That doesn’t exclude any of the requests for financial, either attorney’s fees or other issues related to that.

On December 21, 2021, the court entered an interim custody access order that modified the custody arrangement to allow Mother physical custody of the minor children for several days in each month from December to May while the children otherwise resided with Father in New Hampshire. Under that interim order, Father was “responsible for any costs associated with the transportation of the minor children to and from [Mother] for her access period[.]” The interim order also granted Mother physical custody of the children for the majority of the summer from “June 17, 2022 until 3 days prior to school resuming for the 2022-2023 school year, except for a two-week vacation period when the children shall visit with [Father].”

On March 3, 2022, the circuit court held a hearing “to address any purge provisions and consequences resulting from the” contempt finding. At that hearing, the parties—who were each represented by counsel at that time—placed on the record an agreement Father and Mother had reached to resolve the contempt issues (the “March 2022 consent agreement”). The March 2022 consent agreement required Father to pay \$8,000 to Mother, “representing attorney’s fees for the contempt[.]” The agreement called for Father to pay the \$8,000 in installments, and provided for “the payment plan beginning on August 15, 202[2] with each payment being \$1,000 due and owing on the 15th of every month thereafter.” According to the parties’ March 2022 consent agreement, “if the payment is

not made, [Mother] may request and the Court will reduce the unpaid amounts to judgment in her favor.” The agreement also required Father to “lose one week of summer access” with the children “to make up for the 10 days that [Mother] had missed under the Order because of [Father’s] move to New Hampshire.”

On March 17, 2023, Mother filed a supplemental request for entry of judgment in which she alleged that Father never paid any portion of the \$8,000 that was required by the settlement agreement placed on the record on March 3, 2022. Mother asked that the circuit court “reduce the full, unpaid amount of \$8,000.00 as a judgment” against Father.

After a hearing on April 13, 2023, the court granted Mother’s request to enter a judgment “reducing the amount owed of \$8,000.00 to judgment” for Mother. Father satisfied the \$8,000 judgment on April 27, 2023.

Father filed his notice of the present appeal on May 3, 2023.

DISCUSSION

Father waived his right to challenge the contempt finding because the parties’ agreement placed on the record on March 3, 2022, resolved all issues relative to the contempt finding.

As noted above, all of Father’s questions presented in this appeal concern the circuit court’s finding—made at the hearing held on December 14, 2021—that Father was in contempt for ignoring certain provisions of the May 2021 consent order. But those arguments are no longer available for Father to pursue on appeal because, on March 3, 2022, the parties—and their attorneys of record at the time—agreed, on the record in open court, to resolve all of their disputes relative to the December 2021 contempt finding. As the Supreme Court of Maryland stated in *Long v. State*, 371 Md. 72, 86 (2002): “By

agreeing to settle their dispute, the parties give up any meritorious claims or defenses they may have had in order to avoid further litigation.”

“It is well established in Maryland that a valid settlement agreement between the parties is binding upon them.” *Chernick v. Chernick*, 327 Md. 470, 481 (1992). “The public policy of encouraging settlements is so strong that settlement agreements will not be disturbed even though the parties may discover later that settlement may have been based on a mistake or if one party simply chooses to withdraw its consent to the settlement.” *Long*, 371 Md. at 85.

Furthermore, “[i]t is a well-settled principle of the common law that no appeal lies from a consent decree.” *Suter v. Stuckey*, 402 Md. 211, 222 (2007). Accordingly, “when there was uncoerced ‘bargaining for the reciprocal promises made to one another[,]’ the end product should not be disturbed.” *Id.* at 225 (quoting *Chernick*, 327 Md. at 480). *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.”). *See also Barnes v. Barnes*, 181 Md. App. 390, 420 (2008) (dismissing appeal of consent order “[b]ecause there [was] no evidence on the record to contradict the conclusion that both parties voluntarily agreed to the terms of the Order”).

Here, Father does not contend that his consent to the March 2022 agreement was coerced or otherwise invalid. Nor does he contend that the court lacked jurisdiction to approve the settlement agreement that the parties’ attorneys placed on the record. The transcript confirms that neither Father nor his attorney raised any issue when the terms of the agreement were placed on the record on March 3, 2022.

Because none of Father’s questions concerning the contempt finding remained at issue in this case after the parties placed their settlement agreement relative to the contempt issues on the record on March 3, 2022, we shall affirm the judgment of the circuit court.

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