Circuit Court for Montgomery County
Case No. 170553FL

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND*

No. 1641

September Term, 2023

RONALD JEAN-BAPTISTE

v.

MARIE MARTHE JEAN-BAPTISTE

Berger,
Albright,
Kenney, James A., III
(Senior Judge, Specially Assigned),

JJ.

Opinion by Berger, J.

Filed: September 25, 2024

*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).

This appeal arises from two Qualified Domestic Relations Orders (the "QDROs")[1], entered in the Circuit Court for Montgomery County, that required Ronald Jean-Baptiste ("Husband") to pay a portion of his federal retirement benefits to his former spouse, Marie Marthe Jean-Baptiste ("Wife"). Husband has appealed from those orders and has filed an informal brief raising three "issues." For clarity, we have rephrased and consolidated those issues as the following question:

> Whether the circuit court erred or abused its discretion in accepting and entering the QDROs?

Finding no error or abuse of discretion, we affirm.

BACKGROUND

In July 2021, the circuit court granted Wife an absolute divorce from Husband. A Marital Settlement Agreement (the "MSA") was incorporated into that judgment that the parties had previously agreed to on the record.[2] Pursuant to the terms of the MSA, Husband agreed that Wife would be entitled to a share of Husband's Federal Employee Retirement System Pension and Thrift Savings Plan. Husband also agreed that he would be responsible for having the requisite retirement benefits orders prepared to effectuate the transfer of the agreed-upon portion of his retirement benefits to Wife. The court later specified, in the

[1] A QDRO is a special order that "is required to transfer pension benefits from one beneficiary to another, either pursuant to the Marital Property Disposition Act, or through an attachment in aid of a support obligation." *Janusz v. Gilliam*, 404 Md. 524, 538 (2008).

[2] Following entry of the judgment of absolute divorce, Father noted an appeal, challenging the validity of the MSA. *Jean-Baptiste v. Jean-Baptiste*, 2022 WL 252093, Case No. 579, September Term 2022 (filed January 27, 2022). This Court ultimately affirmed in an unreported opinion. *Id.*

judgment of absolute divorce, that the orders "shall be prepared by Ms. Beth Rogers" and that Husband would be responsible for the cost.

The MSA also included provisions regarding modification of the agreement. In Section 14D of the agreement, the parties declared that "[a] modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing signed by the parties and executed with the same formality as this Agreement." In Sections 11 and 12C of the agreement, the parties included language stating that the terms of the MSA could not be modified by the court.

On May 24, 2022, Wife filed a "Motion for Enforcement and Petition for Contempt." Wife alleged that Husband had failed to execute the retirement benefits orders needed to effectuate the transfer of Husband's retirement benefits to Wife, per the terms of the MSA. Attached to Wife's motion were two retirement benefit orders -- one for Husband's federal pension and one for Husband's federal savings plan -- that had been purportedly prepared by Beth Rogers but that Husband had yet to execute.

On February 16, 2023, the court held a hearing on Mother's motion. At the beginning of the hearing, during which both parties were represented by counsel, Wife's counsel informed the court that the parties had reached an agreement on the terms of the two retirement benefits orders. Counsel explained that the parties had spoken with Beth Rogers and had agreed to a few minor changes. Counsel then detailed the nature of those changes and stated that new retirement benefit orders, hereinafter referred to as the "QDROs," had been drafted and were ready for the parties' signatures.

Although Husband appeared to be in agreement with the QDROs terms, he indicated that he was reluctant to sign the QDROs because he still disputed the MSA and did not want to acknowledge its validity. The court responded by noting that Husband was being asked for his signature so that the court could make sure that the terms being offered on the record were the same terms to which Husband had agreed. The court stated that it needed to know if Husband was "consenting to the entry of the retirement benefit orders." Husband responded, "Yes." The court then asked Wife's counsel to reread the terms of the QDROs, and counsel again read the terms into the record. Afterword, Father's counsel reiterated that "the agreement does not constitute an admission by my client that the MSA was valid," only that "there's no objection to the QDRO." Husband again stated, "Yes." Shortly thereafter, Husband was sworn in, and the court asked Husband if he heard the terms of the agreement and if he agreed to those terms. Husband responded in the affirmative to both questions.

Several weeks after the hearing, but before the QDROs were accepted for filing by the court, Husband, representing himself, filed the first of several motions contesting the enforceability of the QDROs. Wife opposed each motion and filed a separate motion asking the court to enter the QDROs.

On September 22, 2023, the parties returned to court for a hearing on the pending motions. At that hearing, Husband argued that the QDROs could not be enforced because the MSA included a provision that stated that the MSA could not be modified. Husband also argued that the QDROs violated the MSA and judgment of absolute divorce because,

although Beth Rogers drafted the initial retirement benefits orders, she did not draft the QDROs.

Ultimately, the court rejected Husband's arguments. As to Husband's first argument, the court noted that the parties were free to modify the MSA as they saw fit. As to Father's second argument, the court noted that Husband had agreed to the QDROs in open court. The court concluded that the QDROs were enforceable. Following the hearing, the court accepted the QDROs and entered them into the court's docket.

Husband noted this timely appeal. Additional facts will be supplied as needed below.

DISCUSSION

Husband contends that the QDROs are unenforceable because they included terms that were either inconsistent with or a modification of the terms of the MSA. Husband argues that those inconsistencies and modifications violated Section 14D of the MSA, which, according to Husband, provides that there can be "no modification or waiver of any provisions of [the] agreement." Husband further contends that that circuit court should have rejected the QDROs because they were materially different from the retirement benefits orders drafted by Beth Rogers, who was the only person authorized to prepare those orders, per the terms of the judgment of absolute divorce. Finally, Husband suggests that the court did not have the authority to enter the QDROs because the MSA expressly prohibited modification by the court.

Wife contends that the court did not err in accepting the QDROs. Wife argues that Husband was bound by the terms of the QDROs after he expressly agreed to those terms in open court.[3]

We hold that the circuit court did not err or abuse its discretion in accepting the QDROs as enforceable. As a preliminary matter, it does not appear that Husband is contending that the QDROs are invalid because he did not agree to their terms, nor is Husband contending that the QDROs entered by the court included terms that were different from the terms to which he had agreed. In any event, such contentions would be meritless.

The record makes plain that Husband, with the assistance of counsel, freely and voluntarily agreed to the QDROs at the hearing on February 16, 2023. As such, the QDROs were, on their face, valid, enforceable, and binding on the parties. *See Barnes v. Barnes*, 181 Md. App. 390, 415-16 (2008) (noting that, in Maryland, when parties enter into an agreement in open court, that agreement is binding upon the parties); *see also Baran v. Jaskulski*, 114 Md. App. 322, 333 (1997) ("[I]n domestic cases, in the absence of undue influence, breach of fiduciary duties, etc., at the time of inception, persons who, with the assistance of counsel, enter into contracts settling rights to property … will, generally, be left in the condition in which they placed themselves."). That Husband subsequently challenged the enforceability of the QDROs is of no moment. *See Janusz v. Gilliam*, 404

[3] Wife contends that Husband's appeal should be dismissed, given that he freely and voluntarily agreed to the QDROs in open court. Wife's contention is without merit. In such a situation, the appropriate disposition is affirmance, not dismissal.

Md. 524, 535 (2008) ("'[N]o party has a right to rescind or modify a contract merely because he [or she] finds, in the light of changed conditions, that he [or she] has made a bad deal.'") (quoting *Harford County v. Town of Bel Air*, 348 Md. 363, 384 (1998)).

As to Husband's actual arguments, we find no merit to any of them. First, Husband's reliance on Section 14D of the MSA is misplaced. That provision did not prevent modification of the agreement. To the contrary, the provision expressly stated that a modification of the agreement "shall be effective" if "made in writing signed by the parties and executed with the same formality as this Agreement." To the extent that Husband is claiming that the QDROs were not a valid modification because they did not comply with the requirements set forth in Section 14D, Husband waived those requirements when he expressly agreed to the QDROs in open court. *See Richard F. Kline, Inc. v. Shook Excavating & Hauling, Inc.*, 165 Md. App. 262, 277 (2005) ("Parties to a contract may waive the requirements of the contract by subsequent oral agreement or conduct, notwithstanding any provision in the contract that modifications must be in writing.").

Husband is also mistaken in claiming that the court did not have the authority to accept the QDROs because the MSA precluded modification by the court. Assuming without deciding that the QDROs constituted a "modification" of the MSA, the record makes clear that it was the parties, not the court, who modified the MSA when they expressly agreed to the terms of the QDROs in open court. Parties to a contract are generally free to modify a prior agreement, even when the modification conflicts with the

express terms of the original agreement. *Hovnanian Land Inv. Group, LLC v. Annapolis Towne Centre at Parole, LLC*, 421 Md. 94, 121-22 (2011). Husband cites no authority suggesting that a court lacks the power to accept an otherwise valid modification of a prior agreement simply because the prior agreement precludes modification by the court.

Lastly, we are not persuaded by Husband's claim that the QDROs were invalid because they were not drafted, verbatim, by Beth Rogers, as required by the judgment of absolute divorce. The record shows that the QDROs were drafted, initially, by Beth Rogers and that the parties later agreed to some minor changes. Those terms were then placed on the record, and Husband affirmatively agreed to the QDROs as written and submitted to the court. Husband cannot now claim that the court erred in accepting the QDROs. *See Simms v. State*, 240 Md. App. 606, 617 (2019) ("[W]here a party acquiesces in a court's ruling, there is no basis for appeal from that ruling."). Even so, Husband cites no authority suggesting that the court was somehow prohibited from accepting the terms of the parties' agreement simply because the entirety of the agreement was not drafted by Beth Rogers.

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