

Circuit Court for Baltimore County  
Case No. C-03-FM-21-000945

UNREPORTED  
IN THE APPELLATE COURT  
OF MARYLAND\*

No. 1097

September Term, 2023

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MOHAMED A. IBRAHIM

v.

ALLISON L. LYNN

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Graeff,  
Nazarian,  
Eyler, James R.  
(Senior Judge, Specially Assigned),

JJ.

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Opinion by Graeff, J.

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Filed: April 4, 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 persuasive value only if the citation conforms to Md. Rule 1-104(a)(2)(B).

This appeal arises from an order issued by the Circuit Court for Baltimore County granting a Judgment of Absolute Divorce ending the marriage of Mohamed Elaziz Ibrahim, appellant, and Allison Lynn, appellee. The judgment was entered on May 24, 2023.

On appeal, Mr. Ibrahim raises several issues for this Court's review,<sup>1</sup> which we have consolidated and rephrased, as follows:

Did the circuit court err in denying appellant's post-judgment Motion to Set Aside Marital Settlement Agreement?<sup>2</sup>

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<sup>1</sup> Mr. Ibrahim listed the issues presented as follows:

- (1) During the trial I was not in my right mind to make any rational decisions;
- (2) The misrepresentation of my previous lawyer (Mr. Florian Tabaku) before and during the trial on 05-24-2023;
- (3) The misrepresentation of the appellee's lawyer (Mr. Timothy Marsheck) before and during the trial;
- (4) During the trial the appellee lied under the oath and also within the Marital Settlement Agreement;
- (5) The down payment of the second marital house (\$90,000) within the Marital Settlement Agreement is marital funds and not a loan from the appellee's dad;
- (6) The appellee took an advantage of my sickness, lack of finances and language barrier;
- (7) The Circuit Court of Baltimore County denied my late appraisal submission on (10-20-2023) of the marital house due to my sickness;
- (8) The appellee was tricking me since the beginning of the divorce case till I lost everything because this is considered her second divorce case; and
- (9) The bias and unfair Marital Settlement Agreement that represents a conflict of interest.

<sup>2</sup> On September 19, 2023, this Court denied appellee's motion to dismiss based on appellant's failure to file an appeal within 30 days after entry of the May 24, 2023 judgment of divorce, but it limited the scope of this appeal to a review of the circuit

For the reasons set forth below, we shall dismiss the appeal.

**FACTUAL AND PROCEDURAL BACKGROUND**

Mr. Ibrahim and Ms. Lynn were married in Baltimore City in 2011. On March 8, 2021, Ms. Lynn filed a complaint for absolute divorce in the Circuit Court for Baltimore County. On May 24, 2023, the case was set for trial. Counsel for Ms. Lynn informed the court that, after a week of settlement discussions, the parties had reached an agreement, which had been signed by the parties and notarized. The court stated that it “look[ed] like everything [was] resolved.”

The agreement stated in relevant part:

It is the mutual desire of the parties to this Agreement to formalize their separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights as to any and all of the property or estate of the other, the property owned by them jointly or as tenants by the entireties, and in all of their “marital property” as that term is defined by applicable Maryland law, and all other matters of every kind and character arising from their marital relationship.

The parties agreed that Ms. Lynn would have sole legal and physical custody of the parties’ minor children, “subject to [Mr. Ibrahim’s] reasonable access from time to time as mutually agreed upon by the parties.” They agreed that all future communications between the parties related to child custody would be conducted through AppClose. Both Mr. Ibrahim and Ms. Lynn recognized that “current circumstances prevent[ed]” the parties from calculating child support pursuant to the Maryland Child

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court’s order entered on July 19, 2023, denying appellant’s Motion to Set Aside Marital Settlement Agreement.

Support Guidelines, but they agreed “that neither party ha[d] accumulated any child support arrears.”

Both parties waived any interest or claim to alimony and certain personal property, including: (1) bank accounts and other accounts of money; (2) automobiles; (3) intangible personal property; and (4) retirement, pension and deferred compensation funds, and profit sharing funds. With respect to tangible personal property, Mr. Ibrahim and Ms. Lynn agreed that the “personal property of the parties ha[d] been divided by the parties prior to the execution” of the agreement. Ms. Lynn agreed to “maintain health insurance for the minor children through her employer.” The agreement also settled matters related to debts and taxes. With respect to the marital home, the agreement provided that Mr. Ibrahim would convey his interest in the home, Ms. Lynn would get the home appraised, and within 60 days from the date of the appraisal, Ms. Lynn would give Mr. Ibrahim 40 percent of the gross equity in the home.

Ms. Lynn testified that she and Mr. Ibrahim had been married since July 2011 in a civil ceremony, which she believed took place in the Baltimore County courthouse. They had two minor children, R.I. and M.I.<sup>3</sup> She and Mr. Ibrahim separated in December 2018, and they had not cohabited since then. There was no hope of reconciliation.

Ms. Lynn testified that the signed agreement resolved “any and all issues relating to [the] custody of the minor children.” She agreed to waive alimony pursuant to the agreement, and as a result, she was forever barred from bringing “a claim of alimony or a

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<sup>3</sup> In the interest of privacy, we refer to the minor children by initials, R.I and M.I.

request of alimony” against Mr. Ibrahim. The agreement resolved all issues related to marital property.

Ms. Lynn stated that she was not “under the influence of any prescription medication, alcohol or substance that would affect [her] decision to enter into the agreement.” No person had made any promise to her, aside from those promises in the agreement, to entice her into signing the agreement. She entered into the Marital Settlement Agreement knowingly, freely, and voluntarily, and no person had threatened her into entering the agreement.

Mr. Ibrahim testified that he recognized his signature on the Marital Settlement Agreement.<sup>4</sup> He believed that the agreement regarding physical and legal custody of the minor children was in the best interest of the children, noting that he would “like to see the kids and play with them, (inaudible) mall, cinema, park, anywhere.” Mr. Ibrahim understood that both parties had waived entitlement to the other’s retirement benefits and any claim to alimony. He understood that he could not come back at a later date and ask the court to reconsider those issues.

Mr. Ibrahim testified that he had discussed the Marital Settlement Agreement with two interpreters. He stated that he was not under “the influence of any drugs or alcohol at this point, at this time,” and he was not “taking any prescription medication which would

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<sup>4</sup> Mr. Ibrahim testified with assistance from an interpreter, Christine Fattoshe, who was sworn under penalties of perjury “to interpret accurately, completely and impartially and to refrain from knowingly disclosing confidential or privileged information obtained while serving in [the] proceeding.”

interfere with [his] ability to understand what [was] happening here today.” Although he was under the care of a psychiatrist, psychologist or mental health professional, that did not “interfere with [his] ability to understand what [was] happening here today.” No person had forced him to enter into the Marital Settlement Agreement or placed any undue influence upon him to enter into the agreement. Mr. Ibrahim testified that he had knowingly, freely, and voluntarily entered into the Marital Settlement Agreement. He was satisfied with his attorney’s services, and his attorney had answered all of his questions.

On May 24, 2023, the circuit court issued an order granting Ms. Lynn an Absolute Divorce on the ground of a twelve-month separation. The terms of the Marital Settlement Agreement were incorporated, but not merged, into its Judgment of Absolute Divorce.

On June 22, 2023, Mr. Ibrahim filed a motion, asking the circuit court to set aside the Marital Settlement Agreement. Mr. Ibrahim stated that he was a psychiatric patient under medication on the date the agreement was formed, and he “[c]ould [n]ot make a rational decision.” He stated that was the reason that the signature on the Marital Settlement Agreement did not contain his full name, and he “wasn’t aware of [the] divorce situation.” Mr. Ibrahim alleged that he was “misguided” by his attorney, and appellee and her attorney “tricked him.”

On July 19, 2023, the circuit court entered an order denying Mr. Ibrahim’s motion to set aside the agreement, stating:

This Court considered the parties' Marital Settlement Agreement dated May 24, 2023 and took testimony regarding the same prior to entering a Judgment of Absolute Divorce on May 24, 2023. [Mr. Ibrahim] was represented by counsel with respect to the preparation and signing of the Marital Settlement Agreement and the divorce hearing, [Mr. Ibrahim] signed the Marital Settlement Agreement, and [Mr. Ibrahim's] signature was notarized.

On August 2, 2023, Mr. Ibrahim noted an appeal.

On November 20, 2023, Mr. Ibrahim filed a petition for contempt alleging that Ms. Lynn failed to comply with the parties' Marital Settlement Agreement. On December 8, 2023, Mr. Ibrahim filed an amended petition.<sup>5</sup> On January 30, 2024, he filed a motion for contempt, alleging that Ms. Lynn failed to comply with the parties Marital Settlement Agreement by failing to give him his proportional share of the value of the marital home. He argued, among other things, that Ms. Lynn's failure to comply with this provision of the agreement "[r]enders the marital settlement agreement to become Null and Void," and he asked the circuit court to set aside the Marital Settlement Agreement. He stated that the "Marital Settlement Agreement [was] still Active and valid."<sup>6</sup>

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<sup>5</sup> Mr. Ibrahim's November 20, 2023, Petition for Contempt incorrectly identified himself as the individual who failed to obey the circuit court's order. In his December 2023 petition, Mr. Ibrahim updated his motion, alleging that Ms. Lynn had "failed to obey the order" by failing to give him his proportional share of the value of the marital home.

<sup>6</sup> Mr. Ibrahim subsequently filed additional pleadings in support of his petition for contempt, asking the court to enforce the parties' agreement and to obtain his proportional interest in the marital home.

We include additional facts, relevant to Mr. Ibrahim’s motion, in the discussion that follows.

### DISCUSSION

Ms. Lynn contends that Mr. Ibrahim’s appeal should be dismissed because his filing of a Petition for Contempt bars his appeal under the doctrine of acquiescence. She asserts that, by “filing for contempt in the trial court to enforce the judgment,” Mr. Ibrahim “has acknowledged the validity of the judgment and acquiesced thereto.” If Mr. Ibrahim acquiesced to the judgment, his appeal should be dismissed.

Appellee is correct that “[t]he right to appeal may be lost by acquiescence in, or recognition of, the validity of [a] decision below from which the appeal is taken or by otherwise taking a position which is inconsistent with the right to appeal.” *Dietz v. Dietz*, 351 Md. 683, 689 (1998) (quoting *Rocks v. Brosius*, 241 Md. 612, 630 (1966)). “As a matter of fairness, a litigant ‘cannot, knowing the facts, both voluntarily accept the benefits of a judgment or decree and then later be heard to question its validity on appeal.’” *Barson v. Md. Bd. of Physicians*, 211 Md. App. 602, 614 (2013) (quoting *Suburban Dev. Corp. v. Perryman*, 281 Md. 168, 171 (1977)). *Accord In re Nicole B.*, 410 Md. 33, 64 (2009) (a party “is not entitled to appeal from a judgment or order if that party . . . acquiesced in that judgment or order”); *Franzen v. Dubinok*, 290 Md. 65, 69 (1981) (“[A] voluntary act of a party which is inconsistent with the assignment of errors on appeal normally precludes that party from obtaining appellate review.”). The doctrine of acquiescence is a form of estoppel and “normally precludes [a] party from obtaining

appellate review.”” *VEI Catonsville, LLC v. Einbinder Props., LLC*, 212 Md. App. 286, 293–94, *cert. denied*, 435 Md. 270 (2013) (quoting *Exxon Mobil Corp v. Ford*, 432 Md. 1, 36 (2013)).

On November 20, 2023, Mr. Ibrahim filed a motion for contempt, alleging that Ms. Lynn failed to comply with the Marital Settlement Agreement by, among other things, failing to pay him \$26,727.13, which was his 40 percent share of the “gross equity” in their marital home, within 60 days of the date of the appraisal of the home. On December 8, 2023, he filed an amended petition. In his supporting motion, filed on January 30, 2024, Mr. Ibrahim acknowledged that he had filed an appeal, but he stated that the agreement was “still Active and valid.” He asked the court, however, to “[s]et aside the Marital Settlement Agreement” because Ms. Lynn’s failure to comply with the agreement rendered it “Null and Void.”<sup>7</sup> Following his January 2024 motion, Mr. Ibrahim continued to file motions in the circuit court seeking enforcement of the marital settlement agreement.

Under the circumstances here, where Mr. Ibrahim invoked the benefit of the Marital Settlement Agreement in seeking a contempt order against Ms. Lynn, the doctrine of acquiescence prevents him from challenging the validity of the agreement in this

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<sup>7</sup> Whether Ms. Lynn failed to comply with the terms of their agreement is not before us, but we note that, “[w]here one breaches a provision in a marital settlement agreement which is not dependent upon other provisions, enforcement of the other provisions is unaffected.” *Brees v. Cramer*, 322 Md. 214, 221 (1991) (quoting D. Thomas, *Maryland Divorce and Separation Law*, at 4–25 (MICPEL 4th ed. 1987)).

appeal. See *Franzen*, 290 Md. at 68; *VEI Catonsville, LLC*, 212 Md. App. at 293–94; *Barson*, 211 Md. App. at 614. Accordingly, we shall dismiss Mr. Ibrahim’s appeal.

**APPEAL DISMISSED. COSTS TO BE PAID  
BY APPELLANT.**