

Circuit Court for Anne Arundel County  
Case No. C-02-FM-23-002899

UNREPORTED\*

IN THE APPELLATE COURT

OF MARYLAND

No. 1634

September Term, 2025

---

SAMANTHA K. BURKE FRISBEE

v.

ALEXANDER E. FRISBEE

---

Berger,  
Kehoe, S.,  
Hotten, Michele D.  
(Senior Judge, Specially Assigned),

JJ.

---

Opinion by Berger, J.

---

Filed: May 7, 2026

\*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 Rule 1-104(a)(2)(B).

This appeal arises out of a divorce proceeding filed in the Circuit Court for Anne Arundel County by Alexander E. Frisbee, appellee (“Husband”), against Samantha K. Burke Frisbee, appellant (“Wife”). Wife contends that the circuit court erred in denying her petition to set aside the parties’ Marital Settlement Agreement (the “Agreement”) and incorporating, but not merging, the terms of that Agreement into the divorce judgment.

On appeal, Wife presents the following questions, which we have rephrased and reordered as follows:<sup>1</sup>

- I. Whether the circuit court erred in enforcing the parties’ Agreement.
- II. Whether the circuit court erred in barring Wife from conducting discovery of Husband’s financial information.
- III. Whether the circuit erred by granting the parties a divorce after Wife filed a motion to set aside the Agreement before the divorce hearing.

For the following reasons, we shall affirm the judgment of the circuit court.

---

<sup>1</sup> Wife phrased the questions presented as follows:

- I. Did the trial court err in upholding the parties’ contested Marital Settlement Agreement (MSA)?
- II. What legal effect, if any, does a marital settlement agreement have if, in the context of mutual consent divorce, one party files a pleading to set it aside prior to the legally required divorce hearing under Md. Fam. Law § 7-103(a)(3)?
- III. Did the trial court err in barring Wife from conducting any discovery related to her complaint to set aside Marital Settlement Agreement?

## **BACKGROUND**

The parties were married on October 23, 2014, and they have one minor child. In or about September 2022, the parties separated briefly following a disagreement. Shortly thereafter, the parties reconciled and resumed cohabitation. In June 2023, Husband informed Wife that he had developed feelings for another person, at which time Wife requested a divorce.

Husband, an active military service member, encouraged Wife to seek legal counsel through the Fort Meade Legal Office. Wife retained Amber Perelli, Esquire through the Fort Meade Legal Office to assist with the parties' divorce. The parties discussed the division of their assets, including bank accounts, retirement accounts, gold and silver, and firearms. At Wife's request, Husband provided his Leave and Earnings Statement. Wife informed Husband that she sought only child support, and not alimony or a share of Husband's military retirement pay.

Ms. Perelli drafted the Agreement while Husband was on assignment in Hawaii. Once the Agreement was completed, Wife transmitted the Agreement to Husband via email while he was on assignment in London. Husband did not request any modifications to the Agreement. The parties executed the Agreement on August 8, 2023.

Pursuant to the Agreement, the parties shared joint legal custody of the minor child and Wife was awarded primary physical custody, with Husband receiving visitation. The Agreement permitted Wife to relocate with the child to Tennessee, which she did on or about August 26, 2024. Pursuant to the Agreement, Father was to pay \$1,200.00 per month in child support, and both parties waived any claim to alimony. The parties agreed to

equally divide their joint Navy Federal Credit Union accounts and their Marcus Goldman Sachs account, and Husband agreed to transfer one-half of his Navy Federal Credit Union IRA to Wife. Wife also received a firearm acquired during the marriage. The joint bank accounts were divided at the end of August 2023, and Wife removed herself from those accounts.

On August 14, 2023, Husband filed a Complaint for Absolute Divorce along with the Agreement. That same day, Husband filed an Answer on behalf of Wife with her authorization. On September 26, 2023, Wife filed a Complaint to Set Aside the Marital Settlement Agreement and a Request for Hearing. On February 27, 2024, Wife filed an Amended Complaint to Set Aside Marital Settlement Agreement, which added a breach of contract claim, alleging that Husband had breached the full disclosure provision of the Agreement.

In connection with her complaint to set aside the Agreement, Wife propounded discovery to Husband and issued subpoenas duces tecum to non-parties regarding the parties' marital assets. Husband filed a motion to quash Wife's subpoena duces tecum and for a protective order from Wife's discovery requests. On October 30, 2023, the circuit court entered an order quashing Wife's discovery requests and granting Husband's request for a protective order. Specifically, the order precluded Wife from seeking discovery related to matters resolved by the Agreement pending a hearing on Wife's Complaint to Set Aside the Agreement.

At the hearing, Wife testified that she did not understand the terms of the Agreement. With respect to Section XXII of the Agreement, which provided that the

parties had “broad financial discovery rights of the other party’s finances,” Wife stated that she did not know what discovery was, not did she know that she had discovery rights until she hired her trial counsel. Wife further testified that, despite the financial disclosure provision of the Agreement contained in Section XXII, which stated that the parties had made voluntary financial disclosures to each other, Husband did not disclose his marital assets to her prior to her signing the Agreement.

Wife further testified that she did not enter into the Agreement freely and voluntarily. Wife described Husband as “very controlling,” specifically, regarding spending and finances. She explained that she was afraid of her Husband because “[h]e’s always had a temper” and “always thrown things or hit things when he got angry, especially in regards to money.” She stated that “he’s threatened to kill himself many times. He has a lot of weapons, including guns, knives.”

Husband introduced a text he received from Wife on June 20, 2023 following her meeting with counsel discussing the division of the parties’ assets as follows:

... I talked to the legal people here on [F]ort [M]eade. Basically they said I’m entitled to half your pay and I’d get all your bah IF I wanted it. Which I don’t. That wouldn’t be fair to you. And I’m not that type of person where I’m going to take half of what you make just because I can. So they calculated it out to 1200\$ a month child support....<sup>2</sup>

After signing the Agreement, Wife contacted the parties’ bank and requested a statement of their account. She learned that Husband had a credit card as well as “other accounts.” Wife was aware that Husband had a collection of firearms, gold and silver that he stored in

---

<sup>2</sup> “BAH” is an abbreviation for “basic allowance for housing.”

two safes, but she was unaware of the extent and value of the collection. She testified that she had accessed the safes only one time in approximately 2017 at Husband’s direction. On cross-examination, Wife testified that she did not request alimony from Husband because “[she] was afraid to” and that she did not waive alimony voluntarily.

Husband testified that he stores his collection of gold, silver and firearms in two safes. He stated that he had provided Wife the combination to one of the safes several times over the course of the marriage, but the second safe contains firearms that he did not want her to access when he was not present. Husband testified that he had a Robin Hood investment account that he had “forgot[ten] about” and a Visa credit card, and that Wife was not an authorized user for either account. Husband also had an IRA account with Navy Federal, but he could not recall if Wife was a joint owner of that account.

At the conclusion of the hearing, the court upheld the validity of the Agreement and denied Wife’s motion to set it aside. On June 23, 2025, the circuit court entered an order incorporating, but not merging, the Agreement into the court’s order.

On May 16, 2025, Husband filed an Amended Complaint for Absolute Divorce on grounds of a six-month separation. Wife filed a motion to dismiss the Amended Complaint and prayer to modify custody.

On September 25, 2025, the circuit court held a hearing on the Amended Complaint. The court found that the parties met the requirements for a six-month separation and granted a divorce on those grounds. The court incorporated the terms of the Agreement as to custody, support, visitation, and alimony into the judgment. Following the circuit court’s entry of the Judgment of Absolute Divorce on October 9, 2025, Wife noted this appeal.

## DISCUSSION

### I. The Circuit Court’s Enforcement of the Agreement

Wife argues that the circuit court erred in upholding the parties’ Agreement because it was unconscionable. She contends that the Agreement unreasonably favors Husband, and the lack of an alimony provision places an unreasonable burden on her and the child, as she is unable to work due to the child’s medical care. Wife asserts that she signed the Agreement because she was fearful that Husband would harm her, their child, or himself if she did not sign it.

Husband contends that there was no evidence to support Wife’s argument that the Agreement was unconscionable or that she signed the Agreement out of fear. He argues that he did not force Wife to sign the Agreement and points out that he was “thousands of miles away” when Wife met with her attorney and when she signed the Agreement. He further asserts that she knowingly and intentionally waived alimony and retirement.

An appellate court may set aside a trial court’s decision that a settlement agreement is enforceable only if the trial court was clearly erroneous. *Blum v. Blum*, 59 Md. App. 584, 597 (1984); Md. Rule 8-131(c) (“When an action has been tried without a jury, an appellate court ... will not set aside the judgment of the trial court on the evidence unless clearly erroneous, and will give due regard to the opportunity of the trial court to judge the credibility of the witnesses.”). A trial court’s decision interpreting the terms of a written contract is a question of law that we review de novo. *Credible Behavioral Health, Inc. v. Johnson*, 466 Md. 380, 392 (2019).

Because marital settlement agreements are contracts, the general principles of contract analysis apply. *Pattison v. Pattison*, 491 Md. 551, 562 (2025). Courts favor separation agreements “as a peaceful means of terminating marital strife and discord so long as they are not contrary to public policy.” *Mezu v. Mezu*, 267 Md. App. 354, 387 (2025), *cert. dismissed*, 493 Md. 184 (2026) (quotation marks and citations omitted). A separation agreement is presumptively valid and enforceable, unless it can be shown that it was unconscionable or procured through fraud, duress, mistake, or undue influence. *Id.* (citing *Lloyd v. Niceta*, 485 Md. 422, 443 (2023)); *see also Blum*, 59 Md. App. at 594 (explaining that “where the agreement of one of the parties is forced or involuntary, he will not be bound by that commitment.”).

An unconscionable contract consists of two elements: procedural and substantive unconscionability, and both aspects must be present for the contract to be unenforceable. *Mezu*, 267 Md. App. at 387 (citing *Rankin v. Brinton Woods of Frankford, LLC*, 241 Md. App. 604, 621-22 (2019)); *Stewart v. Stewart*, 214 Md. App. 458, 478 (2013). “The burden of establishing the presence of both is on the party challenging the ... agreement.” *Lloyd v. Niceta*, 255 Md. App. 663, 686 (2022) (quoting *Stewart*, 214 Md. App. at 478)). “Procedural unconscionability can be found when one party lacks meaningful choice *in the formation* of the contract; substantive unconscionability is found when the terms are ‘so one-sided as to shock the conscience of the court.’” *Id.* at 685-86 (quoting *Shih Ping Li v. Tzu Lee*, 210 Md. App. 73, 112 (2013), *aff’d*, 437 Md. 47 (2014)).

Here, the circuit court found that there was no evidence that Wife was coerced or under duress to enter into the Agreement, and that her claims that she feared Husband were

unsubstantiated. The court found that Husband was a “penny pincher” and that he suggested that Wife go to the military counsel as a cost-effective way of obtaining the divorce. The court observed that Husband was controlling, which the court attributed to his desire to be conservative on spending. The court noted, however, that Husband did not communicate with Wife’s counsel or seek his own counsel. The court noted that Husband was away from the home on duty during the divorce proceedings and there was no evidence that Husband had unduly influenced Wife or forced her to sign the Agreement against her will. Indeed, Wife had the opportunity to consult with her attorney about the Agreement prior to sending it to Husband and prior to signing it and elected not to do so.

The court did not find Wife’s testimony credible that she was afraid of Husband and unable to seek other counsel or suggest other outcomes due to that fear. The court credited Wife’s explanation of her text message to Husband, however, that she was entitled to half of Husband’s salary and “BAH” or housing allowance, but that she chose to waive those benefits. We will not disturb the court’s credibility determination. *See Smith v. State*, 415 Md. 174, 185 (2010) (“Because the fact-finder possesses the unique opportunity to view the evidence and to observe first-hand the demeanor and to assess the credibility of witnesses during their live testimony, we do not re-weigh the credibility of witnesses or attempt to resolve any conflicts in the evidence.”); *Keys v. Keys*, 93 Md. App. 677, 688 (1992) (“[E]specially in the arena of marital disputes where notoriously the parties are not in agreement as to the facts, ... we must be cognizant of the court’s position to assess the credibility and demeanor of each witness.”).

With respect to the substantive terms of the Agreement, the circuit court observed that the Agreement contained provisions regarding the parties’ rights to consult with counsel, a statement that it was fair, reasonable, and satisfactory to each party, and that each party signed it freely and voluntarily. The court commented that there was no evidence to suggest that Wife was not intelligent enough to read and understand the Agreement and its terms. The court noted that it is not uncommon for a party not to receive alimony. The court also found that Wife freely and voluntarily waived her right to Husband’s military pension, and that she elected to receive half of Husband’s IRA. The court surmised that Wife regretted the terms of the Agreement, but it found that there was no evidence of duress or unconscionability.

The circuit court’s findings as to both procedural and substantive unconscionability are supported by the record. Wife did not claim that she did not understand the purpose of the Agreement or the rights that she was waiving, nor did she claim that Husband threatened or pressured her to sign the Agreement. *See Koons Ford of Baltimore, Inc. v. Lobach*, 398 Md. 38, 46 (2007) (“[U]nder Maryland law, a party who signs a contract is presumed to have read and understood its terms and as such will be bound by its execution.”) (quotation marks and citation omitted). We conclude that the circuit court did not err in finding that Wife failed to establish that the Agreement was unconscionable.

## **II. The Circuit Court’s Denial of Wife’s Request for Discovery**

Wife contends that the circuit court erred in denying her request to obtain Husband’s financial information through discovery. She contends that she required evidence of his assets to prevail on her claim that the Agreement was unconscionable. She further asserts

that Husband breached the Agreement by failing to fulfill his obligation of financial disclosure pursuant to Section XXII of the Agreement, and that he concealed assets, specifically a Robin Hood investment account and credit cards.

Husband responds that he complied with the financial disclosure provision of the Agreement by providing Wife with his Earnings and Leave Statement. He contends that the parties discussed the division of their bank accounts, retirement assets, gold and silver holdings, and firearms to ensure those matters were addressed in the Agreement and that further inquiry into his assets was unnecessary. Husband further asserts that Wife’s breach of contract claim is not properly before this Court because her amended complaint was not timely filed. We agree.

Maryland Rule 2-341(a) provides that “[a] party may file an Amendment to a pleading without leave of court by the date set forth in a scheduling order, or, if there is no scheduling order, no later than 30 days before a scheduled trial date.” Wife filed her Amended Complaint, without leave of court, on February 27, 2024. The hearing on the Wife’s Complaint to Set Aside the Marital Settlement Agreement was scheduled for March 12, 2024, less than thirty days after Wife filed her Amended Complaint. Wife’s Amended Complaint was therefore untimely. At the hearing on her Complaint to Set Aside the Agreement, Wife did not raise the issue of whether Husband breached the terms of the Agreement and the circuit court did not rule on the issue. Accordingly, the issue is not properly before us and we decline to address this argument for the first time on appeal.

In Maryland, “trial judges are vested with broad discretion with respect to discovery matters, and ... discovery rulings will not be disturbed in the absence of an abuse of

discretion.” *Barrie School v. Patch*, 401 Md. 497, 518 (2007); *Jones v. Rosenberg*, 178 Md. App. 54, 66 (2008). An abuse of discretion occurs “only if no reasonable person would take the view adopted by the trial judge in denying discovery.” *Jones*, 178 Md. App. at 66.

Section XXII of the Agreement provides that each party had ample opportunity to consider the issues, obtain desired information, and conduct an independent and satisfactory inquiry into the other party’s financial circumstances. The Agreement further provides that each party was satisfactorily informed of the other’s income, assets, property, and financial prospects, and satisfied that full disclosure had been made.

The circuit court determined that discovery was not warranted because the record did not support Wife’s assertion that Husband was hiding marital assets. *See Cannon v. Cannon*, 384 Md. 537, 574 (2005) (“The purpose behind a requirement of [financial] disclosure or knowledge is so that he or she who waives can know what it is he or she is waiving.”) (quotation marks and citation omitted). The court found that Wife was aware of Husband’s firearms purchases and that he had offered her firearms in the divorce, and she had accepted one of the firearms. The court credited Husband’s testimony that he used the parties’ joint account, and occasionally cash, to purchase the firearms. The court noted that the evidence showed that the parties’ assets were not extensive.

The record demonstrates that Wife was aware of Husband’s bank accounts, retirement assets, and his collections of firearms, gold and silver. Wife acknowledged that she had received half of the funds from the parties’ joint bank accounts, with the exception of the Roth IRA, which remained pending while Husband awaited the account transfer

information from Wife. Husband’s credit cards would likely be categorized as debts, not assets.

The circuit court was within its discretion in denying Wife’s request to conduct discovery of Husband’s financial information.

### **III. Grounds for the Divorce**

Wife asserts that the trial court erred as a matter of law in granting the parties a mutual consent divorce in violation of Section 7-103(a)(3) of the Family Law Article (“FL”) of the Maryland Code because she had sought to set aside the Agreement prior to the divorce hearing.

FL § 7-103 provides:

(a) The court may decree an absolute divorce on the following grounds:

(1) 6-month separation, if the parties have lived separate and apart for 6 months without interruption before the filing of the application for divorce;

(2) irreconcilable differences based on the reasons stated by the complainant for the permanent termination of the marriage; or

(3) mutual consent, if:

(i) the parties execute and submit to the court a written settlement agreement signed by both parties that resolves all issues relating to:

1. alimony;

2. the distribution of property, including the relief provided in §§ 8-205 and 8-208 of this article; and

3. the care, custody, access, and support of minor or dependent children;

(ii) the parties attach to the settlement agreement a completed child support guidelines worksheet if the settlement agreement provides for the payment of child support;

(iii) neither party files a pleading to set aside the settlement agreement prior to the divorce hearing required under the Maryland Rules; and

(iv) after reviewing the settlement agreement, the court is satisfied that any terms of the agreement relating to minor or dependent children are in the best interests of those children.

Wife contends that subsection (iii) prohibited the circuit court from granting a mutual consent divorce because she had moved to set aside the Agreement. The circuit court did not, however, grant the parties a mutual consent divorce. After the circuit court denied Wife's motion to set aside the Agreement, Husband filed an Amended Complaint for Absolute Divorce on the grounds of a six-month separation. Following a hearing on the merits of the Amended Complaint, the circuit court granted the parties a divorce on the grounds of a six-month separation pursuant to FL § 7-103(a)(1). Accordingly, the circuit court's grant of divorce on the grounds of a six-month separation did not violate FL § 7-103(a)(3)(iii).

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