

Circuit Court for Prince George's County  
Case No.: C-16-FM-25-001858

UNREPORTED\*

IN THE APPELLATE COURT

OF MARYLAND

No. 2217

September Term, 2025

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JANA TORRES

v.

IVAN TORRES

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Shaw,  
Zic,  
Eyler, Deborah S.  
(Senior Judge, Specially Assigned),

JJ.

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Opinion by Eyler, J.

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Filed: May 20, 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 its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

In the Circuit Court for Prince George’s County, Jana Torres, the appellant, filed a complaint for absolute divorce against Ivan Torres, the appellee. After a hearing, the court signed and entered a Consent Judgment that was drafted based on a comprehensive settlement agreement the parties had reached. Thereafter, the court entered a Judgment of Absolute Divorce. The appellant noted this appeal. For the reasons to follow, we shall dismiss the appeal.

### **FACTS AND PROCEEDINGS**

The parties married in 2004 and had three children. The appellee was in the military, and the appellant was a stay-at-home mother. The appellant filed for divorce in March 2025. Since then, one of the children has reached the age of majority. Both parties were represented by counsel in the circuit court proceedings but are unrepresented on appeal.

After discovery had concluded, the circuit court ordered the parties to attend a family law settlement conference conducted by a mediator. The settlement conference took place over two days in November 2025. At the conclusion of the conference, the mediator reported to the court that a global settlement had been reached. A five-page draft Consent Order and a two-page draft Supplemental Consent Order memorializing the settlement were submitted to the court.<sup>1</sup> We shall refer to them collectively as “the Consent Order.”

On November 13, 2025, the parties appeared in court for a hearing on the settlement. Counsel and the court conducted *voir dire* of both parties to ascertain that the Consent Order embodied their agreement. The appellant testified that she was “uneasy” with

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<sup>1</sup> The parties also submitted a Maryland Parenting Plan Tool document regarding child custody and access, which is not at issue in this appeal.

provisions of the Consent Order that related to her request for alimony and the appellee’s military pension but that she “stand[s] before the [c]ourt grudgingly agreeing to the settlement that is before you[.]” The colloquy below ensued:

THE COURT: So here is the thing. In every negotiation there is give and take, and in ever[y] negotiation[] there are things that people like and that people don’t like.

[THE APPELLANT]: Yeah.

THE COURT: In every negotiation rarely do people walk away feeling like they got everything that they deserved. That is really the basis of . . . negotiations.

[THE APPELLANT]: Yes, ma’am.

THE COURT: My job here is to make sure, however, that you are knowingly, voluntarily and intelligently agreeing to this agreement that you all have reached with respect to all issues. So I recognize that there are some things that you don’t like. But my main question for you is are you agreeing to this outcome?

[THE APPELLANT]: Yes.

The court then asked the appellant several additional questions, including regarding her satisfaction with counsel and her agreement to the Consent Order:

THE COURT: All right. And I have a couple of extra questions that I need to ask you to supplement the questions from [counsel].

Are you over the age of 18?

[THE APPELLANT]: Yes.

THE COURT: And how far did you go in school?

[THE APPELLANT]: An associate’s degree.

THE COURT: So you read, write and understand the English language?

[THE APPELLANT]: Yes.

THE COURT: Are you under the influence of any drugs or alcohol today?

[THE APPELLANT]: No, ma'am.

THE COURT: And are you -- and that is even prescription drugs. Anything that might cloud your judgment?

[THE APPELLANT]: No, ma'am.

THE COURT: And do you suffer from any mental disease or defect that would cloud your judgment or impair your ability to agree to this agreement?

[THE APPELLANT]: No, ma'am.

THE COURT: And throughout all this time you have had the benefit of [the appellant's counsel's name] as your counsel?

[THE APPELLANT]: Yes.

THE COURT: And you have had an opportunity to ask him any questions that you have?

[THE APPELLANT]: Yes.

THE COURT: And to raise those same concerns with him as well?

[THE APPELLANT]: Yes.

THE COURT: And you all discussed those concerns?

[THE APPELLANT]: Yes, ma'am.

THE COURT: And did he answer your questions?

[THE APPELLANT]: Yes.

THE COURT: And did you understand all of his answers?

[THE APPELLANT]: Yes.

THE COURT: And you understand and recognize that you could have had a whole trial on this matter and all of the testimony that you wanted to set forth could have been placed on the record, all the evidence that you wanted to submit could have been given to this [c]ourt and this court could have made

a decision that could have been better or worse for you? But you understand that you had that right? You understand that?

[THE APPELLANT]: Yes.

THE COURT: Okay. And then the other question that I wanted to ask you was -- I just kind of lost my train of thought. Oh. [Counsel] had indicated that the agreement that you are entering into was a final agreement. I just wanted to qualify that a little bit.

It is final with respect to all of the property and all of the financial pieces, but it is not -- it is final for today as to custody, but it is modifiable in the future if there is a showing, by either one of you, of a material change in circumstance that negatively affects the child or children, not the parent. Do you understand that?

[THE APPELLANT]: Yes.

THE COURT: Okay. All right. So I just wanted to be clear that the financial pieces are final. But as far as the children and child support are concerned, those can be modified in the future. You know, I am sure your attorney has given you instruction on that or can answer additional questions with that -- on that issue as well at some point in time. Okay?

[THE APPELLANT]: Okay.

THE COURT: Okay?

[THE APPELLANT]: Yes, ma'am.

THE COURT: All right. So then finally, then you would ask me to -- and this is a little legal jargon and I will explain it.

You would like for me to incorporate but not merge these agreements into a judgment of absolute divorce, which means that these agreements are kind of separate contracts between the two of you. It is not part of your divorce, but it is an agreement between the two of you that is enforceable. That is the other thing.

So, even though it is not modifiable, in the event that either one of you feel like either one of you is not acting in accordance with the agreement, you certainly can seek the services of the [c]ourt for enforcement purposes. Do you understand that?

[THE APPELLANT]: Yes, ma'am.

THE COURT: All right. And did you have any further questions for the [c]ourt or for your attorney at this time?

[THE APPELLANT]: No, ma'am.

The parties and their lawyers signed the Consent Order acknowledging approval in form and substance. The Consent Order was signed by the court, and on November 24, 2025, was entered on the docket. The following day, a Judgment of Absolute Divorce was entered.

Wife filed a notice of appeal on December 12, 2025.

On December 17, 2025, counsel for both parties and the court signed two documents relating to the agreed upon settlement: a “Retirement Benefits Court Order” that covered a Thrift Savings Plan and a “Military Retirement Benefits Qualifying Court Order” that concerned the appellee’s military retirement. Both documents were docketed on January 15, 2026. Thereafter, the only filings and orders entered related to counsel for each party striking their appearances.

The appellant did not file a motion to vacate or any paper challenging the entry of the Consent Order and/or the Judgment of Absolute Divorce. That is significant because, in her Record Extract filed in this Court, the appellant has included a Motion to Withdraw Consent Order, Motion to Modify or Rescind Settlement Agreement and Request for a Hearing, Affidavit, Declaration, and Notice of Appeal. These documents all are dated March 11, 2026 (almost three months after the Judgment of Absolute Divorce was entered), and all except the Declaration are signed by the appellant. They bear certificates of service

that are signed by the appellant but are not dated. There is nothing in the record received from the circuit court, including the docket entries, or on MDEC to show that any of these documents were filed in the circuit court or in any court. They are not stamped as received by the circuit court clerk's office, and there is no time or date stamp on them. Notwithstanding the appellant's representation in her brief that the court denied these motions, there is no entry in the record suggesting that the court ever received the documents nor is there an order, docket entry, or other entry in the record to show that the court issued a ruling with respect to them.

### **QUESTIONS PRESENTED**

The appellant raises four questions on appeal, which we have rephrased slightly:

- I. Did the circuit court err by permitting a judgment to stand where the financial terms incorporated into the disposition of the divorce were based upon a settlement that was not the product of actual, knowing, and voluntary consent?
- II. Did the circuit court err by refusing to disturb the judgment where the appellant's former counsel's pressure, misinformation, and failure to permit meaningful review of the agreement created an irregularity that undermined the fairness of the proceeding?
- III. Were the financial provisions left in place by the circuit court inequitable in light of a twenty-one-year marriage, the military retirement benefits accumulated during that marriage, and the appellant's resulting post-divorce economic insecurity?
- IV. Should the Judgment of Absolute Divorce be vacated and the case remanded to the circuit court because the settlement failed to account for the known risk that military benefits could be reduced by disability conversion, thereby destroying or substantially diminishing the appellant's expected financial benefit?

### **DISCUSSION**

In her questions presented, the appellant complains that the settlement embodied in the Consent Order was not fair to her because she did not enter into it voluntarily; she was

pressured into accepting the terms of the Consent Order by her lawyer; and the terms of the settlement did not adequately compensate her and take into account that payments to a secondary beneficiary of a military retirement pension will be reduced if it is converted to a disability pension. We shall address all the appellant’s questions together as they are interrelated and can be answered by application of two common themes: no appeal will lie from a consent order, and a court cannot be found to err for failing to set aside a judgment it was not asked to set aside.

It is well-established that “[t]he law in this State is that no appeal will lie from a consent judgment.” *Long v. Runyeon*, 285 Md. 425, 429-30 (1979); *see also Chernick v. Chernick*, 327 Md. 470, 477 n.1 (1992) (“Our prior cases have made clear that generally no appeal will lie from a consent judgment.”); *Suter v. Stuckey*, 402 Md. 211, 223 (2007) (listing cases) (“We have had many opportunities to reaffirm the basic principle that a judgment, if it was consented to, cannot be appealed.”). A limited exception applies if “there was no actual consent because the judgment was coerced, exceeded the scope of consent, or was not within the jurisdiction of the court, or for any other reason consent was not effective[.]” *Suter*, 402 Md. at 224 n.10.

The record in the case at bar includes the transcript of the November 13, 2025 hearing. It shows that the parties appeared before the court, were questioned about the settlement underlying the proposed Consent Judgment, and affirmed that they were entering into the Consent Judgment voluntarily and as their own decision and choice. They executed the documents evidencing the settlement, including the Consent Order. At no point did the appellant indicate in any way that she felt pressured by her lawyer to agree to

the terms of the Consent Order or that she lacked information about any of the provisions of the Consent Order so as to make her agreement uninformed. There is no evidence in the record to support the appellant’s contention that the Consent Order was a product of “attorney-driven pressure and lack of informed consent[.]” To be sure, the appellant indicated she was “uneasy” about provisions of the Consent Order relating to the appellee’s pension and her request for alimony. Nevertheless, she stated clearly that she was accepting the terms of the Consent Order.<sup>2</sup> The appellant acknowledged that, at all times in the proceedings, she was represented by counsel, that she had the opportunity to ask her counsel questions and to discuss her concerns, and that her counsel had answered all of her questions and that she understood all of his answers. Furthermore, she answered affirmatively when asked if she understood that she “could have had a whole trial on this matter” and that the Consent Order would be “final with respect to all of the property and all of the financial pieces[.]” There simply is no evidence in the record to show that the appellant did not actually consent to the judgment because it was “coerced, exceeded the scope of consent, or was not within the jurisdiction of the court,” or that the appellant’s consent was not effective for any other reason. *Suter*, 402 Md. at 224 n.10.

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<sup>2</sup> Three times during the colloquy, the appellant said she was agreeing to the Consent Order due to “jurisdiction concerns” or concerns that the case would “land[] in a different jurisdiction.” At the conclusion of her statement to the court, she reiterated, “I, again, do not wish to have this statement have my case dismissed or placed in the hands of another jurisdiction.” The exact nature of the appellant’s “jurisdiction[al] concerns” are not clear from the record. We note, however, that the appellee is a resident of Washington, D.C.

Before this Court, the appellant represents that, after the Consent Order was entered, she filed motions and supporting papers in the circuit court in which she “specifically explained” why her consent to the Consent Order was not “real.” As explained above, no such papers were filed. The circuit court could not have erred or abused its discretion by failing to grant motions the appellant did not file in court. Accordingly, we will not consider such extra-record documents on appeal. *Higginbotham v. Pub. Serv. Comm’n of Maryland*, 171 Md. App. 254, 262 n.3 (2006) (“Generally, we may not consider documents that are not in the record before us.”).

In sum, the record before us shows that “[t]he parties intended for the agreement to be binding and to terminate the litigation[.]” *Chernick*, 327 Md. at 484. Despite her stated reservations, the appellant acknowledged that she wanted to end the litigation and was accepting the terms of the Consent Order. That the appellant may have changed her mind following the court’s acceptance of the Consent Order “does not invalidate the signed consent judgment.” *Id.* Because a judgment that was consented to is not subject to appeal, we shall dismiss this appeal. *See Suter*, 402 Md. at 223; Md. Rule 8-602(b)(1).

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