Circuit Court for Harford County
Case No.: C-12-FM-24-1250

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND*

No. 2362

September Term, 2024

---

PETER O. TAIWO

v.

HARFORD COUNTY
CHILD SUPPORT ADMINISTRATION

---

Reed,
Kehoe, S.,
Eyler, James R.
(Senior Judge, Specially Assigned),

JJ.

---

Opinion by Kehoe, J.

---

Filed: April 23, 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 Md. Rule 1-104(a)(2)(B).

Peter O. Taiwo ("Father"), appellant, appeals from a consent order to register a child support order by a Nigerian court and to modify his monthly child support payment to Grace Taiwo ("Mother") for their three children, who live with her in North Dakota. Because Father agreed to pay support in accordance with Maryland's child support guidelines, while under oath in open court and represented by counsel, we conclude that the Circuit Court for Harford County did not err or abuse its discretion in entering that order or in denying his motion to vacate it. We will affirm both the child support order and the order declining to vacate it.

## FACTS AND LEGAL PROCEEDINGS

We summarize the facts and legal proceedings pertinent to this appeal in the following timeline.

*Family Background and The Nigerian Child Support Order*

**2006-2013:** Mother and Father married in Nigeria in 2006. Their three children were born in 2007, 2010, and 2013.

**December 24, 2019:** In a judgment dissolving the parents' marriage, the High Court of Justice in the Ogun State of Nigeria ordered Father to pay $325.72 in monthly child support ("the Nigerian Child Support Order"). Based on Mother's assertions that she and the children had "been living separately since 2013" and that "[a]ll processes were served on [Father] by substituted means by pasting same at the entrance gate of [his] last known address" in Nigeria, the Nigerian court also awarded custody of the children to Mother, with Father having "reasonable access to" them.

**October 2022:** Mother and the children moved to North Dakota.

**June 17, 2024:** In her "General Testimony" form filed with North Dakota child support enforcement authorities, Mother alleged that she is a "Geologist, Student" with a "Masters" degree, that Father is a "Professor/Engineer" with a Ph.D., that the children had lived exclusively with her for the preceding year, that she provides for their health care through an individual policy and Medicaid, and that their daughter "is a sickle cell patient" who has medical expenses that "are not covered." As an "international student" serving as a "Graduate Teaching Assistant," Mother alleged she was "not allowed to work[,]" listing monthly income of $1,250, plus $325.72 in child support. Alleging that her earnings had substantially decreased, Father's earnings had substantially increased, and the children's financial needs had substantially increased, Mother sought to increase the amount of monthly child support from Father.

*UIFSA Petition in Harford County*

**July 29, 2024:** Responding to the request of child support enforcement authorities in North Dakota on Mother's behalf, the Harford County Child Support Administration (the "CSA"), appellee, petitioned to register the Nigerian Child Support Order under the Uniform Interstate Family Support Act ("UIFSA"), for the purpose of seeking modification of child support. *See* Md. Code, § 10-353.2 of the Family Law Article ("FL") ("A party or support enforcement agency seeking to modify, or to modify and enforce, a foreign child support order not under the Convention may register that order in this State . . . . A complaint for modification may be filed at the same time as a request for registration[.]").

**July 30, 2024:** The Circuit Court for Harford County issued a Notice of Registration of Foreign Support Order pursuant to Md. Code, § 10-344 of the Family Law Article.

**August 28, 2024:** In response, Father filed his *pro se* answer to the CSA petition. Admitting he had been living apart from Mother and the children for more than two years, Father nevertheless asked the court to dismiss the petition, asserting that

> several statements in the [Nigerian] order are factually incorrect, demanding a comprehensive review of [Mother's] claims and undeclared income from jointly owned properties. Additionally, severe personal hardships – including threats to my life and health issues from orchestrated actions by associated parties, as well as their deliberate alienation of me from the children have impaired my capacity and circumstances.

In an accompanying letter addressed to the circuit court clerk, Father stated:

> I formally contest this order due to several outright falsehoods and undisclosed information, including proceeds from properties we jointly own, which were not considered in the plaintiff's financial declarations. Additionally, I have endured severe personal hardships, including direct threats to my life, orchestrated actions leading to severe health issues, significant trauma, and the brutal alienation of me from my children. These experiences have profoundly impacted my situation and clearly warrant a comprehensive review, ultimately justifying the dismissal of the order. . . .
>
> I request a hearing to address these concerns comprehensively.

**September 9, 2024:** In another letter to the circuit court, Father responded to each paragraph of the "Writ of Summons and Foreign Support Order[,]" reiterating that he suffered "emotional and psychological trauma inflicted" by Mother "and her supporters." Challenging the 2019 Nigerian Child Support Order, he stated that he "only got a copy of it for the very first time when the Circuit Court for Harford County sent [him] a copy earlier this year in 2024." He denied the allegations made by Mother, as stated in the Nigerian judgment, instead recounting their escalating conflict, which he characterized as "emotional and psychological abuse" that culminated in his "violent removal from the house by men linked to" Mother. He described his "separation from [his] children" as "the

hardest blow" that has had "devastating" impacts on his health and life. In addition to "seek[ing] the court's assistance in facilitating reconnection with [his] children," Father "ask[ed] the court to order [Mother] to provide a full account of all proceeds from both properties in [Nigeria], including how much of it, if any, was used to cater to the children, and to explain why [he] has never received any returns since 2014."

*Hearing and Consent Order on Child Support*

**November 7, 2024:** At a scheduled hearing on registering and modifying the Nigerian Child Support Order, the family magistrate postponed the proceedings for Father to retain counsel.

**December 19, 2024:** At the rescheduled hearing, Father was present and represented by private counsel. Counsel for the CSA was also present. Mother appeared remotely, without counsel. The parties filed a child support guidelines worksheet, stating only their monthly incomes, with no itemized expenses, resulting in a monthly basic child support obligation of $3,484, for which Father's portion was $2,453.

At the outset of the hearing, the family magistrate stated she had been informed that the parents reached an agreement. When the magistrate asked counsel for CSA to put the agreement on the record, counsel stated that both parents agreed to register the Nigerian Child Support Order in Maryland and to modify Father's monthly child support by increasing it to $2,453, plus an additional $50 toward his arrearage of $5,138 that had accrued since Mother filed her request for modification. Father's attorney confirmed those terms.

After swearing in both parties, the magistrate examined each to ensure they understood and agreed to these terms. As detailed in our discussion to follow, when Father stated that he had "questions, but will defer to my attorney[,]" the court recessed for Father to consult with counsel. After both Father and Mother separately stated that they agreed to the stated terms, the magistrate asked counsel for CSA to put the parties' agreement in writing for the court's signature.

**December 26, 2024:** The court entered a Consent Order of Support that had been approved by the family magistrate and signed by a circuit court judge.

**January 9, 2025:** By letter to the court, counsel for CSA asked the court to revise that order because two terms of the parties' agreement had been inadvertently omitted – that the Nigerian Child Support Order would be registered and that Father would pay an additional $50 monthly toward arrearage.

**January 10, 2025:** After adding those terms, the court issued an amended order (the "Amended Consent Order").

**January 14, 2025:** The court entered the Amended Consent Order.

*Father's Motion to Vacate*

**January 23, 2025:** Father, now represented by different counsel than the attorney who appeared at the child support modification hearing on December 19 ("substitute counsel"), filed a "Motion to Vacate the Judgment Due to Lack of Defendant's Consent[,]" citing "both Md. Rule 2-534 and 2-535 to void this Amended Consent Order of Support." In a supporting affidavit, Father stated that he "was confused during the proceeding on December 19, 2024, and did not consent with complete understanding." According to

Father, "traumatic incidents inflicted upon [him] by [Mother] since 2013 to date . . . interfered with [his] ability to consent and deprived [him] of knowing and voluntary" agreement to the terms in the Amended Consent Order.

Father asked the court to reopen "this matter" for "discovery of mother's income and also opportunity to contest the . . . Dec. 24, 2019 Judgment [*of Divorce from Nigeria*]" that he contends "was obtained against him without due process of law[.]" In support, Father stated in his affidavit that he did not participate in or know about the Nigerian proceedings and "is appealing the Nigerian Judgment in Nigeria[.]" In addition, Father stated that Mother had "deprive[d]" him "of access to his children" and may "receive[] rental income from Nigerian properties[.]"

**February 7, 2025:** In response to Father's motion to vacate, the CSA presented the affidavit of its counsel who appeared at the December 19 hearing, stating that Father "is precluded from appealing the current child support obligation by virtue of his consent. *See Suter v. Stuckey*, 402 Md. 731 (2007)." According to counsel, "at the time of the hearing, no child support arrears were owed pursuant to the foreign support order, and the child support arrears agreed to by the parties represented a compromise for child support owed from the date of the filing of the Uniform Support Petition to the date of the hearing." Moreover, "irrespective of [Father's] contest of the registration of the foreign support order, [Mother] through the initiating court was authorized to request child support through the Harford County Circuit Court using the Maryland Child Support Guidelines as [Father] resides in Harford County and has no contact with the initiating court sufficient to base jurisdiction in [Mother's] state of residence."

**February 10, 2025:** The circuit court denied Father's motion to vacate the Amended Consent Order without a hearing.

## DISCUSSION

In this Court, Father challenges both the Amended Consent Order and the denial of his motion to vacate it, raising three grounds that we reorder and restate as follows:[1]

I. Did the circuit court err or abuse its discretion in ruling on Father's motion to vacate the Amended Consent Order without a hearing?

II. Did the circuit court err in failing to address Father's custody-related concerns?

III. Did the circuit court err or abuse its discretion in entering the Amended Consent Order or denying Father's motion to vacate it?

The CSA contends that the circuit court lacked jurisdiction to address Father's request for access to his children living in North Dakota; that Father's motion did not identify triable grounds for contesting the validity of his consent to the modified child

[1] In his brief, Father frames the issues as follows:

1. Is It an Abuse of Discretion for the Court to Ignore a Plea that Consent Was Not Voluntary or Knowing, Due to Traumatic Events Impacting Capacity to Consent, When a Timely Motion for Revision Has Been Filed?

2. Is It an Abuse of Discretion for the Court to Deny a Parent a Right to Testify When a Parent Requests a Hearing on the Merits through a Timely Motion for Revision, under Md. Rules 2-534, 2-535(a)?

3. Is It an Abuse of Discretion for the Court to Deny a Parent a Timely Motion to Revise for Hearing on the Merits under Rules 2-534, 2-535(a), When the Parent Alleges a Foreign Judgment Sought To Be Enforced Lacked Equivalent Due Process, Combined With Seeking To Testify and Pleading That Their Recent Consent Had Been Impaired By Trauma?

support payment; and that Father made no claim at the hearing "that he had been deprived of due process during the Nigerian divorce proceedings and did not challenge the validity of the Nigerian" Child Support Order.

After reviewing the relevant legal standards, we address Father's contentions in turn, explaining why neither the law, nor the record supports appellate relief.

**Legal Standards Governing Review of Child Support Modification**

Under Maryland law,

> [p]arents of a minor child "are jointly and severally responsible for the child's support, care, nurture, welfare, and education[.]" FL § 5-203(b)(1). This legal obligation to support a minor child is also a "moral obligation[,]" which "is [a] well-settled [principle] in Maryland [law]." Because the obligation is to support the child, Maryland courts have long recognized that the right to child support is a right held by the minor child—not a right held by the parent to whom the child support is paid.

*In re Marriage of Houser*, 490 Md. 592, 607 (2025).

This Court recently summarized the statutory standards governing child support set forth in the Family Law Article, recognizing that:

> [t]he General Assembly created the guidelines, FL § 12-204(e), based on the Income Shares Model, which relies on the understanding that "'a child should receive the same proportion of parental income, and thereby enjoy the same standard of living, he or she would have experienced had the child's parents remained together.'" The Model "establishes child support obligations based on estimates of the percentage of income that parents in an intact household typically spend on their children."
>
> If the parties' combined monthly adjusted income is under $30,000 (or $360,000 annually), the circuit court must apply the guidelines.

*Sims v. Sims*, 266 Md. App. 337, 384 (2025) (citations omitted). *See* FL § 12-204(a)(1). This statutory "schedule for the calculation of child support" is "commonly referred to as the 'Guidelines[.]'" *Kaplan v. Kaplan*, 248 Md. App. 358, 386 (2020).

Once a child support obligation is established under the Guidelines, it may be modified only in accordance with FL § 12-104, which provides:

> (a) The court may modify a child support award subsequent to the filing of a motion for modification and upon a showing of a material change of circumstance.
>
> (b) The court may not retroactively modify a child support award prior to the date of the filing of the motion for modification.

A change of circumstances is "material" to child support when it is both "relevant to the level of support a child is actually receiving or entitled to receive" and "of sufficient magnitude to justify judicial modification of the support order." *Wills v. Jones*, 340 Md. 480, 488–89 (1995); *Pellet v. Pellet*, 267 Md. App. 539, 552 (2025). A "change in the income pool from which the child support obligation is calculated" is an established basis for a court to find a "change in circumstance relevant to a modification of child support[.]" *Drummond v. State*, 350 Md. 502, 510–11 (1998).

The Guidelines also establish "a rebuttable presumption that the amount of child support which would result from the application of the child support guidelines set forth in this subtitle is the correct amount of child support to be awarded." FL § 12-202(a)(2)(i). Consequently, "[w]here a trial court uses the guidelines to award child support, that determination will not be disturbed but for a clear abuse of discretion." *Houser*, 490 Md. at 605;

When, as in this case, a motion to vacate under Rule 2-534 is filed within ten days after entry of a child support order, the court, in the exercise of its broad discretion, "may open the [order] to receive additional evidence, may amend its findings or its statement of reasons for the decision, may set forth additional findings or reasons, may enter new findings or new reasons, may amend the [order], or may enter a new [order]."[2] Md. Rule 2-534. In granting or denying such relief, the court abuses its discretion only when "no reasonable person would take the view adopted by the [circuit] court" or the court "'acts without reference to any guiding principles." *Georgia v. Bimbra*, 265 Md. App. 505, 517 (2025) (cleaned up). Under this standard, reviewing courts give "generous allowances for the trial court's reasoning." *Das v. Das*, 133 Md. App. 1, 15 (2000).

## *I. The circuit court did not err or abuse its discretion in denying Father a hearing on his motion to vacate the Amended Consent Order.*

As a threshold matter, Father contends that the trial court erred or abused its discretion by denying him a hearing on his motion to vacate the Amended Consent Order. We disagree, because Father did not ask for a hearing in his motion and because in any event he was not entitled to one.

Under Md. Rule 2-311,

> [a] party desiring a hearing on a motion, *other than a motion filed pursuant to Rule*[s] 2-532, 2-533, or *2-534*, shall request the hearing in the motion or response under the heading "Request for Hearing." *The title of the motion or response shall state that a hearing is requested.* Except when a rule expressly provides for a hearing, the court shall determine in each case whether a

[2] Because Father moved to vacate the Amended Consent Order within ten days, we do not address his companion request for relief on the more limited grounds available under Md. Rule 2-535(b), which authorizes the circuit court to exercise revisory power "at any time" on the motion of any party but only "in case of fraud, mistake, or irregularity."

> hearing will be held, but *the court may not render a decision that is dispositive of a claim or defense without a hearing if one was requested as provided in this section.*

Md. Rule 2-311(f) (emphasis added).

Father's "Motion to Vacate the Judgment Due to Lack of Defendant's Consent" does not request a hearing, much less do so under the heading required by Rule 2-311(f). Even if it had, the court did not err or abuse its discretion in failing to hold one.

To the extent Father's motion sought to vacate the Amended Consent Order under Md. Rule 2-534, it operated as a motion to alter or amend a judgment that the court, following established precedent, could decide without a hearing. *See* Md. Rule 2-311(f); *Hill v. Hill*, 118 Md. App. 36, 44 (1997). Even if Father had requested a hearing for his alternative motion under Rule 2-535, the court had discretion to deny his motion without a hearing because that ruling was not "dispositive of a claim or defense[.]" Md. Rule 2-311(f). In this context, we have defined "dispositive decision" as "one that conclusively settles a matter." *Lowman v. Consol. Rail Corp.*, 68 Md. App. 64, 76 (1986). Here, it was the Amended Consent Order, not the denial of Father's motion to vacate that order, that conclusively settled Father's child support obligation. *Cf. id.* at 77 ("If the possibility that the court might reconsider or revise its decision would prevent that decision from being dispositive of a claim or defense, then even final, i.e. appealable, judgments could be said not to be dispositive, because even they may be subject to revision.").

### *II. The circuit court did not err or abuse its discretion in not addressing child access issues.*

Next we address Father's complaint that the circuit court did not address his "important" challenges regarding custody, visitation, and access to the children, but instead, "swept them under the rug[.]" The court did not err or abuse its discretion in failing to address custody issues because this case involved only child support. It was initiated by Mother's request to modify child support, then proceeded under the MUIFSA provisions governing adjudication of such claims. *See* FL §§ 10-301 *et seq*.

This framework for modifying child support contrasts with the separate framework for modifying child custody. Under the Uniform Child Custody Jurisdiction and Enforcement Act ("UCCJEA"), Maryland courts do not have jurisdiction to modify an existing custody order for children whose home state is not Maryland.[3] *See* FL §§ 9.5-201,

[3] A child's "home state" is where the "child lived with a parent or a person acting as a parent for at least 6 consecutive months, including any temporary absence, immediately before the commencement of a child custody proceeding[.]" FL § 9.5-101(h)(1).

Under the UCCJEA, foreign countries are presumptively treated as another state:

> (a) A court of this State shall treat a foreign country as if it were a state of the United States for the purpose of applying this subtitle and Subtitle 2 of this title.
>
> (b) Except as otherwise provided in subsection (c) of this section, a child custody determination made in a foreign country under factual circumstances in substantial conformity with the jurisdictional standards of this title must be recognized and enforced under Subtitle 3 of this title.

FL § 9.5-104(a)-(b).

9.5-203. The purpose of restricting jurisdiction to modify an existing custody order is to prevent conflicting custody adjudications.[4] *See Pilkington v. Pilkington*, 230 Md. App. 561, 584 (2016). Because Father does not dispute that the children have been living in North Dakota, the circuit court correctly declined to address custody issues.

### *III. The circuit court did not err or abuse its discretion in entering the Amended Custody Order or denying Father's motion to vacate it.*

Turning to Father's principal challenge, we conclude the circuit court did not err or abuse its discretion in entering the Amended Consent Order or in denying Father's motion to vacate it. As this Court has explained, the nature of consent orders limits appellate review because they

> "are essentially agreements entered into by the parties which must be endorsed by the court. They have attributes of both contracts and judicial decrees." *Chernick v. Chernick*, 327 Md. 470, 478 (1992). Like contracts, the parties bargain and provide consideration. Consideration is not always tangible. In the case of a consent judgment, the fact that "the parties give up

[4] The UCCJEA provision governing modification of a custody order from another state provides:

> Except as otherwise provided in § 9.5-204 of this subtitle, a court of this State may not modify a child custody determination made by a court of another state unless a court of this State has jurisdiction to make an initial determination under § 9.5-201(a)(1) or (2) of this subtitle and:
>
> (1) the court of the other state determines it no longer has exclusive, continuing jurisdiction under § 9.5-202 of this subtitle or that a court of this State would be a more convenient forum under § 9.5-207 of this subtitle; or
>
> (2) a court of this State or a court of the other state determines that the child, the child's parents, and any person acting as a parent do not presently reside in the other state.

FL § 9.5-203.

> any meritorious claims or defenses they may have had in order to avoid further litigation" may serve as consideration.

*Suter v. Stuckey*, 402 Md. 211, 224–25 (2007) (some citations omitted). *See Barnes v. Barnes*, 181 Md. App. 390, 410 (2008); *Smith v. Luber*, 165 Md. App. 458, 468 (2005).

Maryland courts have specifically recognized the validity of consent orders in family law disputes, even when one spouse has a change of heart about the agreement. *See, e.g., Chernick*, 387 Md. at 484 (affirming denial of motion to amend consent order regarding alimony and attorney's fees); *Barnes*, 181 Md. App. at 418, 420–21 (enforcing consent order incorporating terms of agreement put on the record regarding retirement plans and health insurance, by dismissing appeal); *Smith*, 165 Md. App. at 477 (affirming denial of motion to alter or amend consent agreement regarding retirement accounts in divorce proceeding). As this Court has pointed out for example, in *Chernick*, our Supreme Court

> addressed the impact of one of the parties' change of mind on a consent order which had been signed and filed with the court. *Chernick*, 327 Md. at 484. [That Court] held that where the underlying bargaining was not unconscionable nor the product of duress, "[t]he fact that one of the parties may have changed his or her mind shortly before or after the submitted consent order was signed by the court does not invalidate the signed consent judgment." *Id.* The contractual nature of the consent decree meant that when there was uncoerced "bargaining for the reciprocal promises made to one another" the end product should not be disturbed. *Id.* at 480.
>
> The public policy of promoting settlement agreements by ensuring finality is another reason to disallow appeals from consent judgments. The Court in *Chernick* pointed to the desirability of settlement agreements that are binding and enforceable. *Id.* at 481.

*Barnes*, 181 Md. App. at 410–11 (cleaned up).

Citing this dual nature of a consent order and the need for finality, appellate courts apply a "general rule" that the grounds for challenging such court-approved settlements are limited to failures of consent, either "because the judgment was coerced, exceeded the scope of consent, or was not within the jurisdiction of the court, or for any reason consent was not effective[.]" *Chernick*, 327 Md. at 477 n.1; *see Barnes*, 181 Md. App. at 411. Although Father's motion to vacate is predicated on such a challenge to consent, when, as in this case, the agreement in question was made on the record in the courtroom, under oath before a judicial officer who conducted a qualifying examination, the grounds for challenging the validity of that judicially accepted consent are narrow at best. *See Barnes*, 181 Md. App. at 411.

For example, in both *Barnes*, 181 Md. App. at 412, and *Smith*, 165 Md. App. at 465, the challenged agreements were "'entered into the record in open court' intending that the court will subsequently reduce the agreement to a written order[,]" after each party was "asked qualifying questions about their acceptance of the agreement . . . and both acknowledged their acceptance." *Barnes*, 181 Md. App. at 409, 415 (quoting *Smith*, 165 Md. App. at 465). The court in *Smith* "accepted the agreement and requested [husband's] counsel to reduce the agreement to writing and submit it to the court as a Consent Order." *Smith*, 165 Md. App. at 468. When the wife refused to sign the draft order, "maintaining that it failed to accurately reflect the agreement entered on the record[,]" the court entered an order based on the in-court agreement. *Id.* at 465–66. On appeal, those portions of the order that reflected the in-court agreement were affirmed. *See id.*

In *Barnes*, the wife argued that "the settlement agreement is invalid because it does not represent a meeting of the minds . . . and was not entered into by the [husband] in good faith." *Barnes*, 181 Md. App. at 412. In support, she claimed that they "only discussed the terms of the settlement with their attorneys 'for approximately 10 minutes prior to the settlement hearing'" and that the "egregious and intentional omission" of "necessary financial information to make a proper determination of the marital assets . . . demonstrate[d] [Husband's] failure to negotiate in good faith and lack of candor with the trial court." *Id.* at 411–12. This Court affirmed the consent order, emphasizing that such orders "have attributes of both contracts and judicial decrees[,]" so that they are "enforceable as" "a judicial decree that is subject to the rules generally applicable to other judgments and decrees" in that the parties "relinquished the right to litigate the controversy in exchange for a certain outcome and/or, perhaps expedience." *Id.* at 407–08, 416 (cleaned up). *See Hearn v. Hearn*, 177 Md. App. 525, 534 (2007). "[W]hen the language is clear and unambiguous we must presume that the parties meant what they expressed," "leaving no room for construction." *Barnes*, 181 Md. App. at 416 (cleaned up).

Here, Father's *post hoc* grounds for challenging the Amended Consent Order included grievances he asserted before entering into that child support agreement. Specifically, in his August and September 2024 letters filed in the circuit court, Father claimed that he had no notice of the Nigerian court proceeding or the resulting Nigerian Child Support Order until this proceeding began; he asserted that he suffered trauma and distress from his conflicts with Mother; he contested Mother's factual allegations to the Nigerian court; and he sought additional information about Mother's current income.

These are all concerns that Father could and should have considered when deciding whether to forgo the scheduled hearing and agree to modify his child support obligation. Although the magistrate gave Father ample opportunity to raise these matters and to consult with counsel, Father did not mention any of them at the hearing. Nor did Father display confusion about what he was agreeing to – registration of the Nigerian Support Order, payment of monthly child support in the presumptively correct amount calculated under the Maryland Guidelines, and a monthly payment of arrearage under a compromise.

To the contrary, the transcript shows that the magistrate thoroughly questioned Father in order to assess his understanding of and consent to the proposed support agreement. At the outset of the hearing, the magistrate asked counsel to confirm that the parties had agreed to modify Father's monthly child support obligation:

> [The Magistrate]: So, what we are going to be doing today, we were originally set for a modification of child support hearing, but the parties, it's my understanding, have reached an agreement. So, before we get started, what I'd like to do first is to swear everyone in . . . .
>
> So, and this is purs[uant] to a Uniform Interstate Family Support Act . . . .
>
> [A]t this point, I'm going to ask . . . that the counsel put the terms of the agreement on the record so we can check with the parties. . . .
>
> [Counsel for CSA]: Yes, Your Honor. The parties have agreed to register the Nigerian order in Maryland for modification purposes. Support is now being calculated utilizing the E-Maryland Child Support Guidelines. And under the guidelines the recommended support obligation is $2,453 per month.
>
> The parties have agreed to that figure beginning January the first of 2025. The arrears owed as of today's date are $5,138. An additional payment of $50 per month will be paid towards those arrears. All the payments will be through the Child Support Administration via earning withholding.

> [Mother] is currently providing health insurance, and she will continue to do so, as long as that is available to her through an employer, union, or some other group.

After confirming with Mother, Father, and Father's counsel that "those terms sound correct[,]" the magistrate explained that she needed to determine whether each parent agreed to them:

> [The Magistrate]: Okay, so qualifying you on the agreement just means I'm going to ask you each a series of questions and make sure that everybody is, kind of, singing off the same sheet of music here.
>
> So, I'm going to start first with Mr. Taiwo. Did you hear all of the terms of the agreement, sir?
>
> [Father]: Yeah. –unintelligible—
>
> [The Magistrate]: Do you have any additions or corrections or questions about any of them?
>
> [Father]: Yeah, I have questions, but I will defer to my attorney.
>
> [The Magistrate]: Are they questions that you would like to have answered before you go any further today?
>
> [Father]: Yeah.
>
> [The Magistrate]: Do we need to take a break for you to ask your attorney some questions?
>
> [Father]: Yeah. Yes. . . .
>
> [The Magistrate]: Okay. All right. . . .
>
> What I'm going to do is I am going to pause the hearing.

After clearing the hearing room so that Father and his attorney could consult, the magistrate recessed. When proceedings resumed, the magistrate asked Father whether he wanted to proceed.

[The Magistrate]: All right, we are back on the record . . . . We took a brief recess just to allow Mr. Taiwo the opportunity to ask a few final questions of his counsel.

Mr. Taiwo, are you satisfied at this time you've asked whatever questions you need concerning the child support matter?

[Father]: Yes, ma'am.

[The Magistrate]: Okay. All right, so I'm going to go back to you since we were in the middle of qualifying you.

So, you heard all the terms of the agreement?

[Father]: Yes.

[The Magistrate]: Any other questions, corrections, or changes you are asking for today?

[Father]: Not for today.

[The Magistrate]: Okay. And you believe you have a full understanding of the child support agreement you are entering into today?

[Father]: Yes, ma'am.

[The Magistrate]: Are you entering into this agreement freely and voluntarily?

[Father]: Yes, ma'am.

[The Magistrate]: And did you have enough time to talk to your counsel about the child support matter?

[Father]: Yes.

[The Magistrate]: Did you ask her any questions you wanted to ask about the child support matter?

[Father]: Yes.

[The Magistrate]: And are you satisfied with the services that your counsel and her firm have given you in this child support matter?

[Father]: Yes.

Turning to Mother, the magistrate asked if she had any questions, to which she replied that she did not "have an attorney now, so I think that – unintelligible – for some other time." The magistrate responded by emphasizing that she could not accept the proposed terms until she determined that each party understood and accepted them: "If you feel like you have a full understanding of the agreement and you don't want to make any change, that's fine. But if you have reservations, then I am not going to go forward on an agreement." Mother affirmed that she understood, agreed, and was entering into the agreement "freely and voluntarily[.]"

The court then explained that

> [w]e will get a court order that represents the terms of the agreement. . . .
>
> > You've orally bound yourselves to the agreement, so sometimes it takes a few days to get the paperwork to match up with what the agreement was on the record, so go ahead and act as though have the piece of paper in your hand. We will get you a court order that matches the terms of the agreement.

At that point, the magistrate asked Father, "Any other questions today, Mr. Taiwo?" He answered, "No."

We discern no confusion or coercion in this thorough colloquy on consent. Having consulted with his attorney before assuring the magistrate, on the record and under oath, that he understood and agreed to the terms of the Amended Consent Order, and that he elected to forgo the evidentiary hearing scheduled for that day, at which he could have raised the questions he previously asserted about the Nigerian Child Support Order, Mother's income, and his child support obligation. Father agreed to pay monthly child support calculated in accordance with the Maryland Guidelines. He accepted a compromise

that allowed him to pay $50 per month toward arrearage accumulated from the date Mother petitioned to modify his child support obligation the Nigerian Child Support Order. Based on this record, the circuit court did not err or abuse its discretion, either in entering the Amended Consent Order or in denying Father's motion to vacate it.

## CONCLUSION

Although we conclude that Father is not entitled to appellate relief from the Amended Consent Order, he is not without remedies. Without expressing any view on Father's challenges to the Nigerian court's order, we note that he is appealing it in the Nigerian courts. To the extent Father seeks access to the children, he may seek to enforce and/or modify the child custody (not child support) terms of the Nigerian court's order through the children's home state. *See* FL § 9.5-203; *Pilkington v. Pilkington*, 230 Md. App. 561, 579 (2016) (recognizing that the UCCJEA "prohibits concurrent jurisdiction between two states to limit the occurrence of different states creating competing custody awards"). Likewise, he may seek modification of child support based on any material change that may occur.[5] *See* FL § 12-104(a); *Velasquez v. Fuentes*, 262 Md. App. 215, 246 (2024). We express no view on any such remedies or proceedings.

[5] In July 2025, approximately six months after the modification order at issue here was entered in January 2025, the eldest child turned eighteen. Although that does not affect Father's child support obligation under the Amended Consent Order, it could precipitate a material change. *See generally Quarles v. Quarles*, 62 Md. App. 394, 403 (1985) ("A father may not be compelled to support a child after he reaches majority" but "may not unilaterally reduce his support payments on a pro rata basis where a lump sum has been awarded for child support for more than one child and where one of them reaches majority. He must pay the full amount of the award until the younger child attains majority or until the amount is modified by the court."); *Becker v. Becker*, 39 Md. App. 630, 634 (1978) (continued)

**AMENDED CONSENT ORDER ENTERED JANUARY 10, 2025, BY THE CIRCUIT COURT FOR HARFORD COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANT.**

(recognizing that absent an agreement or court order modifying an existing child support order, parent's child support obligation continues until youngest child reaches age of majority).