

Circuit Court for Washington County
Case No. C-21-FM-22-000934

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 114

September Term, 2025

SIMONE ANN MAYS

v.

DAVID STEPHEN MAYS

Shaw,
Albright,
Kehoe, Christopher B.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Kehoe, J.

Filed: December 23, 2025

*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 involving Simone Mays (“Wife”) and David Mays (“Husband”). In a written order entered on February 20, 2025, the Circuit Court for Washington County granted the parties an absolute divorce, awarded joint legal custody and shared physical custody of the parties’ minor child,¹ and resolved issues of marital property. On appeal, Wife has filed an informal brief,² wherein she presents the following questions for our review:

1. Should [Husband] be reimbursed \$53,000.00 for a non-marital contribution to the home?
2. Should [Wife] be required to pay for any of [Husband’s] attorney fees?

While we affirm the judgment of absolute divorce and custody, we vacate the judgment awarding a monetary award³ and attorney’s fees to Husband and remand the case for further proceedings consistent with this opinion.

FACTUAL AND PROCEDURAL BACKGROUND

The parties were married on October 5, 2012 in Washington County, and share one minor child together. On July 25, 2022, Wife filed a complaint for absolute divorce.

¹ Neither party challenges the trial court’s rulings on issues related to their child’s custody, visitation, and related matters. Child support was determined in a separate proceeding. *See* Washington County Circuit Court Case No. C-21-FM-23-000492.

² Mother filed an informal brief pursuant to this Court’s March 9, 2021 Administrative Order permitting informal briefing in family law cases in which the appellant is a self-represented litigant. *See* Md. Rule 8-502(a)(9).

³ In the judgment, the circuit court ordered Wife to make two separate payments to Husband. We shall refer to the court-ordered payments to Husband collectively as the “monetary award”.

Husband filed an answer and counter-complaint for an absolute divorce. At trial, Husband was represented by counsel and Wife was self-represented.

On or about August 15, 2013, the parties purchased a home located in Williamsport (the “marital home”) for \$178,000. Husband testified that he paid the down payment on the marital home in the amount of \$53,246.33 from nonmarital funds, specifically, \$40,000 from his premarital 401(k), and \$20,000 he had received as gift from his mother and aunt. Wife did not dispute that the \$53,246 down payment consisted of Husband’s 401(k) funds and a gift from his mother and aunt. Wife testified that she paid the tax penalty on Husband’s 401(k) distribution, which she estimated as ten percent of the distribution amount. The parties financed the remainder of the purchase price with a mortgage in Husband’s name. The marital home is jointly titled in the parties’ names.

Husband introduced an appraisal of the marital home that valued the home at \$310,000. Wife obtained a comparative market analysis on the marital home, and based on the comparative market analysis, Wife valued the home at \$290,000. Wife indicated that she desired to continue living in the marital home and sought to purchase Husband’s interest in the home.

Wife was employed with Stulz Manufacturing until she was injured in a work-related accident in 2018. She suffered nerve damage and had difficulty walking. The marital home was modified to be handicap accessible, and a chair lift was installed on the stairs. Following Wife’s injury, Husband brought her to her medical appointments, shopped for groceries, and did laundry. Wife noted that she did the family’s laundry from 2010 to 2021.

From 2018 to 2022 while Wife was not working, she received approximately seventy-five percent of her salary. In 2019, Wife had an annual income of \$74,000. She stated that she had earned an annual income of up to \$200,000 prior to her injury. Wife returned to work in 2022.

Wife received worker’s compensation benefits and a settlement. Husband acknowledged that the medical portion of Wife’s worker’s compensation settlement was nonmarital. He asserted that Wife also received a non-medical award of \$376,552. Wife explained that the award was paid in weekly payments. Husband introduced copies of Wife’s paystubs showing that she was also paid by her employer between 2020 and 2022, while she was injured. Wife stated that the payments from her employer were not income, but rather it was her “PTO^[4] covering [their] insurance.” Wife stated that she also received a \$100,000 payment in settlement of her worker’s compensation claim, and she used those funds to pay for repairs to the marital home.

In 2022, the parties’ relationship became acrimonious. Wife stated that the marriage went “sour” when she returned to work. According to Husband, Wife had accused him of infidelity and trying to change her medications. Both parties had sought protective orders at various points.

At the time of trial, Husband was sixty years old. He was employed as a sales representative for Triple-S Steel, earning approximately \$65,000 per year. Husband stated that he had been employed for ninety-eight percent of the marriage, and that he had been

⁴ It is not clear what the acronym refers to.

unemployed for six or seven months in 2012. Husband’s salary varied over the years, but it averaged approximately \$65,000. On cross-examination, Husband denied Wife’s assertion that he had been unemployed for twenty months in 2014 and 2015.

Husband acknowledged that there was a period of time during the marriage that he was unemployed, and Wife carried the financial burden of the family. Husband asserted that there were times when he carried the financial burden of the family. Husband was renting a three-bedroom townhouse for \$1,325 per month. Husband is diabetic and has a heart condition. He testified that he had incurred \$15,376.81 in attorney’s fees.

On February 14, 2025, the circuit court delivered an oral opinion on the record, followed by the entry of a written divorce, custody and property distribution order on February 20, 2025. Among other things, the order awarded Husband \$53,000 “to compensate the premarital monies he contributed to the purchase of [the] family home.”

The circuit court determined the value of the marital home to be \$310,000. The court reduced the value of the home by an additional \$20,000, representing the realtor’s fee, should the parties sell the house. The court further determined that the house was subject to a mortgage of \$100,000 and home equity loan of \$22,000. The court calculated the remaining value, or net equity in the home, as \$168,000 and found that “one-half of that being \$84,000.” The court determined that the “buyout amount” for the house was \$84,000 and ordered that Wife pay Husband \$84,000 within six months. Should the parties fail to effectuate the buyout, the court ordered that the parties agree on a realtor within thirty days and have the home listed for sale.

The circuit court also awarded Husband \$6,492, representing one-half of the marital portion of Wife’s worker’s compensation settlement. The court determined that Wife’s worker’s compensation award consisted of a medical and a non-medical settlement. The court found that the medical portion of the settlement, in the amount of \$797,188.74, constituted nonmarital property. With respect to the non-medical portion of the settlement, representing lost earnings and lost earning potential in the amount of \$376,552.52, the court determined that a portion of that amount was marital property. The evidence showed that Wife’s settlement award of \$376,552.52 had been divided into 377 monthly payments in the amount of \$998.82 each. The court calculated the marital share of those payments from September of 2023 until the date of divorce in October of 2024 to be \$12,984.66 and found that “half of that is part of the payment that will ultimately be due and owing to [Husband].”

The circuit court also awarded Husband attorney’s fees in the amount of \$7,650.

DISCUSSION

We start our analysis by noting that Wife submitted documents for this Court’s consideration as attachments to her brief and her reply brief. Because these documents were not introduced at trial, they are not part of the record and cannot be considered on appeal. *See Mulligan v. Corbett*, 426 Md. 670, 682 n.6 (2012) (declining to consider documents not introduced as evidence during trial and otherwise not part of the record); Md. Rule 8-413 (“The record on appeal shall include: (1) a certified copy of the docket entries in the lower court; (2) the transcript required by Rule 8-411; . . . [and] (5) all original papers *filed in the action* in the lower court[.]” (emphasis added)).

1. The Standard of Review

“Pursuant to Maryland Rule 8-131(c), where, as here, an action has been tried without a jury, the appellate court will review the case on both the law and the evidence.” *Friedman v. Hannan*, 412 Md. 328, 335 (2010). We review a trial court’s factual findings for clear error and determine whether the court’s findings are supported by substantial evidence in the record. *Innerbichler v. Innerbichler*, 132 Md. App. 207, 230 (2000); *accord Friedman*, 412 Md. at 335. We review a trial court’s legal conclusions under a *de novo* standard of review. *Nouri v. Dadgar*, 245 Md. App. 324, 343 (2020).

2. The Monetary Award

Wife challenges the award to Husband of \$53,000. She argues that, pursuant to the parties’ agreement, she paid \$12,693 in penalties and taxes associated with Husband’s withdrawal from his investment account, and the circuit court failed to consider her contribution to the acquisition of the home. She also argues that the circuit court did not address her argument that Husband received the benefit of living in the house from 2013 to 2023 “while being unemployed for more than 50% of that time.”

Husband responds that the circuit court did not abuse its discretion in awarding him \$53,000 to reimburse him for his nonmarital contribution to the purchase of the marital home. He argues that there is no evidence in the record to support Wife’s claims that she paid \$12,693 in fees and taxes, though he acknowledges that Wife provided uncorroborated testimony at trial that she may have paid “a ten percent ‘penalty’ fee” on Husband’s retirement account withdrawal.

In determining the division of marital property upon divorce, trial courts must utilize a three-step process. *Abdullahi v. Zanini*, 241 Md. App. 372, 405 (2019); Md. Code (1984,

2019 Repl. Vol.) §§ 8-203–205 of the Family Law Article (“Fam. Law”). First, the trial court must determine which property is marital. *Abdullahi*, 241 Md. App. at 405 (citing Fam. Law § 8-203(a)). Second, the court must value all marital property. *Id.* (citing Fam. Law § 8-204(a)). The third step requires that the court determine whether the division of marital property according to its title would be inequitable, and if so, the court may grant a monetary award to either party to adjust that inequity. *Id.* at 405-06; Fam. Law § 8-205(a). “The ‘function [of the monetary award] is to provide a means for the adjustment of inequities that may result from distribution of certain property in accordance with the dictates of title.’” *Alston v. Alston*, 331 Md. 496, 506 (1993) (quoting *Herget v. Herget*, 319 Md. 466, 471 (1990)).

Fam. Law § 8-205(b) requires a court to consider each of the following factors before making a monetary award or transferring an interest in property:

- (1) the contributions, monetary and nonmonetary, of each party to the well-being of the family;
- (2) the value of all property interests of each party;
- (3) the economic circumstances of each party at the time the award is to be made;
- (4) the circumstances that contributed to the estrangement of the parties;
- (5) the duration of the marriage;
- (6) the age of each party;
- (7) the physical and mental condition of each party;
- (8) how and when specific marital property or interest in property described in subsection (a)(2) of this section, was acquired, including the effort

expended by each party in accumulating the marital property or the interest in property described in subsection (a)(2) of this section, or both;

(9) the contribution by either party of property described in § 8-201(e)(3)^[5] of this subtitle to the acquisition of real property held by the parties as tenants by the entirety;

(10) any award of alimony and any award or other provision that the court has made with respect to family use personal property or the family home; and

(11) any other factor that the court considers necessary or appropriate to consider in order to arrive at a fair and equitable monetary award or transfer of an interest in property described in subsection (a)(2) of this section, or both.

Fam. Law § 8-205(b); *see also Abdullahi*, 241 Md. App. at 406; *Hart v. Hart*, 169 Md. App. 151, 161 (2006); *Otley v. Otley*, 147 Md. App. 540, 547 (2002).

In deciding whether to grant a monetary award, the court must make findings based on its consideration of the factors set forth in Fam. Law § 8-205(b). *See Quinn v. Quinn*, 83 Md. App. 460, 464-65 (1990). “Although the court is not required to recite each factor in making a monetary award, appellate courts must be able to discern from the record that

⁵ Fam. Law § 8-201(e) states:

(e)(1) “Marital property” means the property, however titled, acquired by 1 or both parties during the marriage.

(2) “Marital property” includes any interest in real property held by the parties as tenants by the entirety unless the real property is excluded by valid agreement.

(3) Except as provided in paragraph (2) of this subsection, “marital property” does not include property:

(i) acquired before the marriage;

(ii) acquired by inheritance or gift from a third party;

(iii) excluded by valid agreement; or

(iv) directly traceable to any of these sources.

these factors were weighed.” *Hart*, 169 Md. App. at 166-67. It is “impossible to affirm” a monetary award unless the record demonstrates that the trial court considered the required factors. *Id.* at 166. A court’s failure to consider the statutory factors requires that any monetary award be vacated. *Quinn*, 83 Md. App. at 465; *Campolattaro v. Campolattaro*, 66 Md. App. 68, 78 (1986) (vacating the monetary award where the court “neither mention[ed] the statutory factors, nor provide[d] any clue as to the manner in which those factors were considered”).

In this case, the circuit court did not reference Fam. Law § 8-205(b) or the statutory factors before granting a monetary award to Husband. In its oral opinion, the circuit court stated that Husband contributed a nonmarital sum of \$53,000, and “that \$53,000 is [a] contribution that will have to be compensated . . . as we go forward. And that will be reflected in the order as well.” In its written order, the circuit court stated that “[Wife] shall pay to [Husband] the sum of . . . (\$53,000) to compensate the premarital monies he contributed to the purchase of [the] family home.” The circuit court also awarded Husband \$6,492, representing one-half of the marital portion of Wife’s worker’s compensation settlement.

This Court previously addressed the issue of nonmarital contributions to the family home in *Gordon v. Gordon*, 174 Md. App. 583 (2007). In that case, after the parties were married, the wife contributed \$30,000 from her premarital 401(k) plan toward the purchase of the parties’ home. *Id.* at 630. The trial court granted her a monetary award of \$30,000, ruling that she should be given “a credit” for her contribution to the down payment and further directed that she receive the award “off the top” following the sale of the home. *Id.*

at 629. There was no indication in the trial court’s oral opinion or judgment that it considered any of the statutory factors in making its award. *Id.* at 630.

This Court vacated the monetary award based on the circuit court’s failure to “consider[] all of the statutory factors, as it was required to do.” *Id.* at 629. We explained that “[FL § 8-205] does not authorize an automatic ‘credit’ or ‘reimbursement’ to a spouse who contributes nonmarital funds toward the acquisition of a marital home that is owned [as tenants by the entirety].” *Id.* at 630. Rather, Fam. Law § 8-205(b)(9), “is just one of eleven statutory factors that must be considered by the court before making a monetary award.” *Id.*

Returning to the case before us, the circuit court did not reference Fam. Law § 8-205(b) or the statutory factors, and it is unclear from the court’s ruling how the court assessed those factors in its decision to grant a monetary award to Husband. The court provided no explanation for the basis of the monetary award to Husband, and there was no indication in the record that the court considered Wife’s argument that she was entitled to a credit toward the acquisition of the marital home, the evidence of the parties’ monetary and non-monetary contributions to the family, or the other equitable factors. It appears that the circuit court granted Husband an “automatic credit” for his nonmarital contribution to the down payment on the marital home without also considering the other statutory factors, which, as explained in *Gordon*, 174 Md. App. at 630, was error.

Where, as here, the circuit court fails to explain the basis for a monetary award, the proper remedy is to vacate the award and remand for further proceedings. *See, e.g., Flanagan v. Flanagan*, 181 Md. App. 492, 522 (2008) (vacating a monetary award where

the trial court “concluded, in a single sentence, that \$30,000 was an appropriate award” and “did not adequately explain the basis for its monetary award”); *Hart*, 169 Md. App. at 166 (vacating a monetary award “due to the court’s failure to mention the term monetary award, Fam. Law § 8-205, or any of the statutory factors that must be considered with respect to every monetary award”).

Because the record does not demonstrate that the circuit court considered the mandatory statutory factors under Fam. Law § 8-205(b) in granting a monetary award to Husband, the monetary award must be vacated and the case remanded for further proceedings. Should the circuit court order a monetary award on remand, that award should be identified in the judgment as a single monetary award, pursuant to Fam. Law § 8-205(a)(1).

3. Attorney’s Fees

The factors underlying an award of attorney’s fees, alimony, child support and monetary awards are so interrelated that the reconsideration of one award requires a re-evaluation of any other award. *Turner v. Turner*, 147 Md. App. 350, 413 (2002) (after vacating alimony award, this Court vacated award of attorney’s fees, “so that the court may consider the issue of attorney’s fees based on accurate factual underpinnings”); *Freedenburg v. Freedenburg*, 123 Md. App. 729, 742 (1998) (explaining that the issue of attorney’s fees was “so intertwined and interrelated to the issue of alimony and monetary award that the vacation of a judgment as to either alimony or monetary award usually requires the lower court to also reconsider counsel fees”).

Because we are remanding this case for reconsideration of the monetary awards in light of the required statutory factors under FL § 8-205(b), we will also vacate the award for attorney's fees. On remand, the circuit court should re-evaluate the issue of attorney's fees in conjunction with its analysis of the monetary award issues. Additionally, the court should permit the parties to provide updated evidence as to their financial situations and other matters relevant to the issues before the court.

We close with a cautionary comment. The parties should not view our analysis and conclusions as either a vindication or a condemnation of either parties' litigation strategy in this case.

THE JUDGMENT OF THE CIRCUIT COURT FOR WASHINGTON COUNTY IS AFFIRMED IN PART AND VACATED IN PART.

THE PROVISIONS IN THE JUDGMENT GRANTING DIVORCE AND CUSTODY ARE AFFIRMED.

THE PROVISIONS OF THE JUDGMENT CONCERNING MONETARY AWARDS AND ATTORNEY'S FEES ARE VACATED.

THE CASE IS REMANDED FOR FURTHER PROCEEDINGS CONSISTENT WITH THIS OPINION.

COSTS TO BE DIVIDED EQUALLY BETWEEN THE PARTIES.