Circuit Court for Prince George's County
Case No. C-16-FM-24-004261

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 0237

September Term, 2025

RICHARD A. THOMAS, JR.

v.

ARETHA RAMNARINE THOMAS

Leahy,
Albright,
Harrell, Glenn T, Jr.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Leahy, J.

Filed: June 30, 2026

* This is an unreported opinion. The 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).

After twelve years of marriage, appellant Richard A. Thomas, Jr. ("Husband"), filed for divorce from appellee Aretha Ramnarine Thomas ("Wife"). Wife responded with a counter-complaint, also seeking absolute divorce. Following a hearing, the Circuit Court for Prince George's County entered a judgment of absolute divorce on grounds of irreconcilable differences. In its judgment, the court awarded Wife $2,000 per month in alimony for two years; half of the value of the marital home; a marital award of $12,800, calculated as half of the value of a car; fifty percent of the marital portion of Husband's pension under the *Bangs* formula;[1] and $80,261.98 from Husband's 401K retirement account. Husband filed this timely appeal and presents three questions for our review, which we combine and rephrase as follows:[2]

1. In deciding the marital property award, was the circuit court clearly erroneous in classifying the 1972 Oldsmobile Cutlass as marital property, and did it abuse its discretion in its distribution of the marital home?
2. Did the circuit court abuse its discretion by awarding Wife alimony?

We hold that the circuit court was not clearly erroneous in classifying the 1972 Oldsmobile Cutlass as marital property, because the parties agreed in a joint statement that

---

[1] *See generally Bangs v. Bangs,* 59 Md. App. 350 (1984).

[2] Husband's frames the issues in his brief as follows:

1. Whether the Circuit Court Erred in Classifying the Oldsmobile Cutlass as Marital Property?
2. Whether the Circuit Court's Distribution of the Marital Home Was Inequitable Under Md. Code, Fam Law §8-205(b)?
3. Whether the Circuit Court's Awarded Amount and Duration of Rehabilitative Alimony Was an Abuse of Discretion?

the property was marital, and because Husband provided insufficient evidence tracing the source of funds for the vehicle to non-marital property. We also hold that the court did not abuse its discretion in awarding Wife half of the value of the marital home or in awarding Wife alimony. Contrary to Husband's assertions, the trial court properly conducted the requisite analyses under the Family Law Article of the Maryland Code.

BACKGROUND

The parties married on April 30, 2012, in Prince George's County. At the time of the marriage, Wife had a five-year-old child, M. During the marriage, the parties had no other children. Wife's lack of full-time work and Husband's alleged infidelity were among the reasons cited by the parties that led to their irreconcilable differences.

The Divorce

On May 28, 2024, Husband filed a complaint requesting an absolute divorce, a classification and valuation of marital property, and a monetary award. Wife filed an answer and a counter-complaint seeking, among other things: 1) an absolute divorce; 2) a determination and valuation of marital property; 3) a division, transfer, or sale of all jointly owned property; 4) an equitable distribution of the proceeds in the event of a sale; 5) a monetary award to adjust the equities; 6) rehabilitative and permanent alimony; and 7) attorneys' fees. Husband responded, asking, among other things, that the court deny Wife's claim for alimony and attorneys' fees.

The court held a hearing on December 17, 2024. Wife was called to testify first in Husband's case. She recounted that during the first eight years of the marriage, the parties lived in an apartment in Maryland.[3] During that time, Wife worked at A&T Towing full-time as an administrative assistant where she was paid $10 an hour. In an effort to start a catering business, Wife left her position at A&T Towing for about two years. Wife ran the catering business on her own, earning $24,000 in the first year. Wife had less success in the second year, so she closed the business and returned to A&T Towing in a part-time capacity. Wife explained that despite her attempts, she had been unable to obtain more hours at A&T Towing. She further explained that she did not attempt to retain employment elsewhere, in part because the divorce had been challenging for her and Husband never expressed a desire for her to contribute more to the family's expenses prior to the divorce.

In 2016, the parties vacated the apartment and moved into the marital home. Wife testified that the parties agreed she would contribute to the bills, groceries, and toiletries while Husband would pay the mortgage. Wife also paid the closing costs for the home.

Wife asserted that before the parties separated in 2022, they each contributed to maintenance of the house, but now those responsibilities (cutting the grass, cleaning, and taking out the trash) mostly fell on Wife. When Wife returned to the stand during her case, she expounded that the couple "started living separate and apart within the home[,]" when he became unfaithful in the marriage. She also alleged that Husband was abusive to her, causing her to file a protective order against him. Wife acknowledged that she filed the order two days after Husband filed for divorce and that the court denied her request for

[3] Before moving to the United States in 2003, Wife obtained a high school diploma and worked for an attorney in Trinidad.

protective order. She believed that the marriage was "irretrievably broken and there [was] no expectation of reconciliation[.]"

Regarding the family finances, Wife stated that she earned approximately $9,000 in 2021, $8,500 in 2022, and $10,000 in 2023. She also had an IRA with approximately $9,000, all of which was acquired during the marriage. She asserted that Husband provided most of the financial support during the marriage and that as a family they had a "good standard of living."

Regarding their assets, Wife stated that the marital home was worth approximately $375,000 and the 1972 Oldsmobile Cutlass ("Cutlass") was worth $40,000. Wife explained that Husband obtained the Cutlass by swapping it for another vehicle, an Impala, that he acquired prior to the marriage. She described the Cutlass as being in "ridiculous condition" when Husband traded the Impala for it, but that after he refurbished it, the car looked much better, giving it the value she assigned. Wife testified that the Cutlass was titled in her name until Husband "forced [her] to sign the title over to him" in February of 2023.

Husband testified that his career as an electrician began in 2002 at J.E. Richards, where he worked for approximately 18 years, all the while contributing to a retirement plan. He then joined Rosedin Electric as a foreman, where he earned a gross income of about $154,550 a year. Husband explained that his latest contract was for a night-shift position with Kaiser Permanente, which paid him "time and a half," but he is now working at "NIH" under his "normal scheduled pay" because the Kaiser contract is over. Accordingly, Husband anticipated that his income would decrease in the future.

It was established at trial that Wife's name was added to the deed of the marital home on the same day as the purchase—June 26, 2016. Husband stated that since then, he maintained the house by fixing leaky faucets, the dryer, washing machine, and anything electrical. During the marriage, Husband paid the electricity bill, car insurance, and he alone made payments on the $206,370 mortgage on the marital home.

Husband said he had expressed his desire for Wife to obtain full-time employment because they had no children together and he was concerned about her being "stranded" if something happened to him. He claimed he started having discussions with her about this "right around the time we first purchased the house." Husband confirmed that the Cutlass was previously in Wife's name and that it is now in his name. As reflected on the "Joint Statement of Parties Concerning Marital and Non-Marital Property" filed pursuant to Rule 9-207 (hereinafter, "Joint Statement"),[4] Husband claimed the Cutlass, an old car, was only worth $11,200.

Husband testified that he had $162,000 in his Fidelity 401K, about $2,511 in his Robinhood investment account, and a pension. Both parties agreed that each had between $3,000 and $5,000 in their bank accounts at the time of the hearing.

[4] Rule 9-207 provides that, "[w]hen a monetary award or other relief pursuant to [Maryland Code (1984, 2019 Repl. Vol.),] Family Law Article § 8-205 is an issue, the parties shall file a joint statement listing all property owned by one or both of them."

In the Joint Statement, Husband and Wife agreed that nineteen properties were marital including: 1) the marital home; 2) Wife's NFCU checking; 3) Wife's NFCU savings; 4) Wife's NFCU money market account; 5) Husband's Coinbase; 6) Husband's NFCU checking; 7) Husband's NFCU savings ending in 1503; 8) Husband's NFCU savings ending in 4167; 9) Husband's Robinhood account; 10) Husband's Fidelity 401K; 11) Husband's Eclectric Electrical LLC;[5] 12) Wife's "A Taste of Love Catering" company; 13) **Husband's 1972 Oldsmobile Cutlass**; 14) Husband's 1992 Dodge Dakota; 15) Husband's 2000 Honda Civic; 16) Husband's 2005 Acura; 17) Wife's 2016 Hyundai Tucson; 18) Husband's pension; 19) Wife's Roth IRA. (Emphasis added). The parties also agreed that Property #1 at Dam Road in Trinidad ("Trinidad Property #1") was not marital property but could not agree as to the marital disposition of the "DC Gov US Bank" and Property #2 at Dam Road in Trinidad ("Trinidad Property #2").

When questioned about alimony, Wife testified that she anticipated needing $1,500 for rent, $500 for utilities, $500 for groceries, $175 for car insurance, $70 for cable TV and wireless internet connection, $125 for her cell phone bill, $180 for her credit card debt, $150 for toiletries, $100 for her hair, $100 for clothing, $200 for gas, $1,000 for vacation, and $200 for health insurance. Husband claimed he could not afford alimony.

[5] Eclectric Electrical LLC was a business owned by Husband that had been forfeited prior to the divorce.

During closing argument, Husband presented two arguments for the first time to the court. First, Husband asserted that he was entitled to *Crawford* credits[6] because Wife had not contributed to the mortgage. Second, Husband argued that because the Cutlass was acquired with a premarital asset, it should have been considered non-marital property. Wife responded first by identifying the following issues regarding the Cutlass: 1) the parties agreed in the Joint Statement that it was marital property; 2) Wife, the only person who testified about the trade for the Cutlass, stated that the Cutlass was in bad condition when it was acquired; and 3) Husband restored the vehicle, providing it its value, during the marriage. Wife also argued that because Husband lived in the home, *Crawford* credits were not warranted.

The Court's Disposition

On February 20, 2025, the court held a remote hearing to deliver its ruling. First, the court announced that it would grant the parties a divorce on the ground of irreconcilable differences. Then the court turned to the monetary award and the Joint Statement.

The court determined that "all of the assets that the parties agreed to were marital property[,]" but pointed out that there appeared to be "some last[-]minute suggestion" that the Cutlass was not marital property, because Husband obtained the vehicle by trading it for another car acquired prior to the marriage. Although the court acknowledged there was

[6] *Crawford* credits are contributions provided to a co-tenant "who pays the mortgage, taxes and other carrying charges of jointly owned property" by the other co-tenant. *Turner v. Turner,* 147 Md. App. 350, 406 (2002) (citing *Crawford v. Crawford*, 293 Md. 307 (1982).

some testimony about this trade, the court stated that no evidence was provided "as to what other car there was that [Husband] used to obtain the [Cutlass]." The court considered Wife's argument that Husband restored the vehicle with marital funds, rendering it marital property, and stated that "step one" was to testify to the existence of the other car, but "then step two was what was the value of the other car so that I could kind of figure out whether or not . . . it would be mixed marital or what." The court determined that, without having the value of the other car, the court could not determine the non-marital portion. The court then decided that because Husband put the vehicle in Wife's name before transferring it to his own, the Cutlass was marital property.

The court acknowledged the parties' agreement as to the only non-marital property—"Trinidad Property #1." Referring next to the disputed property reflected on the Joint Statement, the court found that it was simply "not able to come to any conclusions with respect to the "DC Gov US" bank account, which had no value, or Trinidad Property #2, for which no testimony or evidence was presented.

Having identified the marital property, the court proceeded to the next step, which was to declare the value of the marital property. The court began with the marital home and arrived at a value of $353,900 by splitting the difference between Husband's proposed value of $332,800 and Wife's proposed value of $375,000.[7] For the remainder of the marital property, the court determined that "for everything that belong[s] to [Wife]" its

[7] The court found that either party could value the property because it was purchased by husband and titled in both party's names.

value would be that proposed by Wife and the same for everything belonging to Husband. For the Cutlass, the court observed "there was no independent evidence provided" of the value of the restored vehicle, and once again, the court split the difference between the proposed values ($11,200 and $40,000) and determined the Cutlass was worth $25,600.

In considering the factors for determining whether to order a monetary award, the court found that Husband's net worth was $410,486.66 and Wife's was $224,357.01. The Court recognized that both parties made contributions to the marriage. Although Husband made the bulk of the financial contributions to the marriage, Wife worked part-time and provided non-monetary contributions by caring for the home while Husband was working.

In considering the next factor—the financial status of the parties—the court determined, after reviewing "tax returns, W-2 forms, 1099's and financial statements, . . . that [Husband], for 2023, made about $128,000." In 2022, he made approximately $143,000, and in "2024, $124,963.74, year-to-date."[8] For Wife, the court found that she earned approximately $9,300 in 2021, $8,600 in 2022, and $10,141 in 2023 working part-time for the towing company. Wife also had $3,675 in monthly expenses at the time of the hearing.

The court acknowledged a ten-year age gap, with Wife being the elder, but also noted that both of the parties are in good physical and mental health and neither suffer from

[8] The Court observed that on Schedule C for Husband's 2022 tax return, he listed expenses of $224,673 for his Eclectic Electrical business. Although the court noted that it "wonders where all that money came from," the court resolved that "there was no evidence or testimony about that."

any disabilities. The court stated that it believed it had "covered most of all the factors . . . with respect to [the] monetary reward" and determined that "looking at everything" it was "appropriate to sell the house" and split the proceeds equally after "any expenses" incurred from the sale. Due to the disparity in the parties' net worth, the court found that it was equitable to split Husband's pension pursuant to the formula outlined in *Bangs v. Bangs,* 59 Md. App. 350, 367-68 (1984),[9] which "will consider the date of marriage, the dates that the contribution started[, and] when vest[ing] occurred," which the court believed was 2013. The court determined that the amount that accumulated during the marriage would be split equally. Similarly, the court concluded that the parties would split the marital portion of Husband's Fidelity 401k equally. As for Wife's Roth IRA, the court decided Wife would retain this account. Finally, the parties would split the value of the Cutlass equally and for the remaining assets, retain that which belonged to them.

After resolving the marital property, the court considered an alimony award. Differentiating the two awards, the court stated, "I do want to be clear that . . . alimony is to provide maintenance to a financially dependent spouse, which this [c]ourt has no choice but to find that [Wife] was while she was married to [Husband.]" The court stated that in its alimony determination, it needed to consider additional factors beyond those in its

[9] The *Bangs* formula "has been 'codified as the default method in Maryland' under FL § 8-204(b)." *Fulgium v. Fulgium*, 240 Md. App. 269, 286 (2019). This formula "calculates the value of the pension to which the non-employee spouse is entitled as the percentage multiplied by a fraction, the numerator of which is the number of months and years of the marriage, the denominator of which is the number of months and years of employment at the time of retirement." *Potts v. Potts*, 142 Md. App. 448, 473 (2002).

marital property analysis. To begin, the court found that the parties' standard of living was middle-class and that there was a disparity in incomes between the parties. The court referred to its prior findings regarding Husband's income and expenses and stated that Husband "play[ed] a major role of being provider in the family" paying the mortgage and the "bulk of the household expenses." The court explained that Wife was employed for eight of the twelve years the parties were married, but "did not make . . . much money" between her catering business and her position at the towing company. The court pointed out that in "her highest year" at the catering company Wife earned $24,000, and the court acknowledged that the COVID-19 pandemic "would have had an impact on the catering business[.]" The court found that Wife was earning $375 biweekly with expenses of $3,675 a month at the time of the hearing.

The court stated that for the first several years of the parties' marriage, Husband "lacked knowledge regarding [Wife's] income[,]" demonstrating to the court that Wife's income was not in the "forefront of his mind or he wasn't that concerned with how much money she made." On this issue, Husband testified that he first "discussed [Wife's] income when they were purchasing a house in 2016, which is some years after they were married" and that "he had no knowledge about her income until they first started filing tax returns in 2022." The court went on to explain that despite Husband's awareness of Wife's limited income, he "pushed to purchase a more expensive home" and "encouraged and supported [Wife] to start a catering business, which would cause outlay of money before you would expect an income." The court stated that it didn't seem like how much money Wife was making was a "real concern for [Husband]" and that Husband had at least "acquiesced to the fact that [Wife] didn't make a lot of money for a good number of years[.]" The court pointed to this history of a disparity in income during the marriage when addressing whether Wife was voluntarily impoverished.

Turning to "the time it would take for [Wife] to gain sufficient education or training" to find suitable employment, the court found that Wife would not need additional training or education, because she had a high school diploma and "quite a few transferable skills[,]" including in administrative work, that would help her "find another job." The court stated that Wife had acquired these skills through her prior work experience at a daycare, a catering company, a towing company, and a law office. The court found that Wife had made no effort to find work, even though she "could have been looking for some work in the time that she was separated up to now[.]" The court stated that Wife "should be able to live independently" and recognizing the challenging job market, found that there was "no reason that [Wife] couldn't have found some job" that paid more than $812 a month. Wife did not seek indefinite alimony, which indicated to the court that Wife "believed that she would become self-supporting within a reasonable period of time."

The court determined that six years was an unreasonable amount of time for Wife to receive alimony. The court stated that it was "not going to require [Wife] to live with her relatives[,]" recognizing that Wife would have to pay at least $1,500 in rent for an apartment. To "encourage [Wife] to get her own job and to make her own money" the court granted Wife's request for rehabilitative alimony in the amount of $2,000 for a period of two years. The court granted the award finding that Husband had the ability to pay, even considering the expenses Husband identified in his financial statement, some of which the court did not find to be reasonable.

The court determined that each party would pay their own attorneys' fees. Finally, the court denied Husband's request for *Crawford* credits, reasoning that because both parties lived in the house after the marriage broke down, Husband's payment of the mortgage was not an unfair loss.

On March 12, 2025, the court entered a judgment of absolute divorce reflecting its oral ruling. The court granted Husband's request for an absolute divorce and ordered that the marital home be "immediately listed" and sold "with the parties dividing the proceeds of the sale, realtor rebate, and mortgage escrow account equally[.]" The court also ordered that Husband pay Wife a marital award of $12,800 within thirty days and transfer to Wife $80,261.98 from his Fidelity 401k. Further, the court ordered that Wife receive fifty percent of the "marital portion of [Husband's] pension" pursuant to the *Bangs* formula and pay Wife $2,000 a month in alimony for two years.

DISCUSSION

I.

Marital Property

A. Parties' Contentions

i. Classification of the 1972 Oldsmobile Cutlass

Husband argues that the court erred in classifying the Cutlass as marital property when it was acquired by trade with a vehicle Husband owned prior to the marriage. Husband offers two authorities in support of this contention. First, Husband says that under the source-of-funds doctrine, "an asset acquired during marriage is marital property only to the extent that marital funds or marital efforts contributed to its acquisition." Second, he says that under Maryland Code (1984, 2019 Repl. Vol.), Family Law Article ("FL") § 8-201(e)(3), "'marital property' does not include . . . property acquired before the marriage" or "property directly traceable" to pre-marital property. Husband argues that the court committed legal error subject to de novo review by disregarding Wife's testimony, which constituted "direct tracing evidence" under § 8-210(e)(3) that the Impala he traded for the Cutlass was acquired prior to the marriage. Husband asserts that the court cannot deem the entire Cutlass marital property simply because it could not determine the value of the non-marital contribution. Because the court's improper treatment of the Cutlass as marital property "inflated" the marital estate, Husband asks that this Court reverse the monetary award and its division of marital property and remand with instructions to classify the Cutlass as non-marital property "in proportion to the value attributable to the pre-marital vehicle[.]"

Wife counters that the court properly determined that the Cutlass was marital property, because the parties agreed in the Joint Statement that it was marital, Husband's source-of-funds argument is not factually supported, and the Cutlass was a gift to Wife. Wife asserts that the agreement reflected in the Joint Statement is binding on the parties and precludes the circuit court from classifying the Cutlass as non-marital property. Wife emphasizes that Husband waited until closing argument to claim that the Cutlass was non-marital property and failed to provide evidence as to the value of the car that was traded for the Cutlass. Wife points to her testimony as to the "ridiculous condition" of the Cutlass and Husband's subsequent restoration with marital funds. Wife asks that this Court consider that the Cutlass was in Wife's name, indicating that the Cutlass was in fact a gift to her, and when coupled with the use of non-marital funds, it was clearly marital property.

ii. The Marital Home

According to Husband, the court abused its discretion when it distributed the marital home without sufficiently considering the factors enumerated in FL § 8-205(b). Specifically, he claims Wife received "more than half" of the marital estate and "post-divorce benefits" while Husband "bore" the cost of the mortgage during the marriage. The court's judgment further imposed a reduction in Husband's retirement savings, post-divorce living expenses, and a $12,800 marital award to Wife. Husband alleges that the court failed to consider his substantial financial contributions and Wife's lack thereof, despite her ability to contribute. Husband claims these omissions were abuses of discretion requiring reversal and a "more nuanced allocation of the marital home." Husband also alleges that the court was clearly erroneous in failing to classify and value Trinidad Property #2 despite Husband's testimony and valuation of the property. Husband claims this error deprived him of having all "marital and disputed property considered in the § 8-205(b) analysis" and left this Court without a sufficient record for review. Further, Husband argues the court failed to consider the dearth of evidence of misconduct contributing to the parties' estrangement, the cumulative effect of the marital property awards, and the duration of the marriage.

Wife responds that the court properly followed the three-step process outlined in FL §§ 8-203 through 8-205 to determine which property is marital property, the value of the marital property, and whether to transfer the property and order a monetary award. In doing so, the trial court properly assessed each of the factors enumerated in FL § 8-205(b). In particular, the court addressed Husband's status as the breadwinner for the family, Wife's suspicion of Husband's infidelity, Wife's payment of the closing costs of the home, and that marital funds were used to pay for the mortgage. Wife argues that the court's awards were proper and that Husband's "archaic approach" which "discounts [her] contributions" and awards Husband for his superior monetary contributions is contrary to applicable law. Wife contends that Husband raises the issue concerning the Trinidad Property #2 for the first time in his brief as a "futile attempt at claiming reversible error[.]"

She points out that no testimony was provided as to the property and that the court correctly noted this in its ruling.

B. Legal Framework

We begin our discussion concerning the marital property award with a summary of the relevant statutory and applicable case law. In Maryland, marital property must be divided fairly and equitably, but not necessarily equally. *Brewer v. Brewer*, 156 Md. App. 77, 105 (2004). This may lead to a transfer in ownership of property or a monetary award to adjust the equities. *Flanagan v. Flanagan*, 181 Md. App. 492, 519 (2008); FL § 8-205(a)(1) ("the court may transfer ownership of an interest in property . . . , grant a monetary award, or both, as an adjustment of the equities and rights of the parties concerning marital property"). To make this determination, the court follows a three-step process. *Brewer*, 156 Md. App. at 106.

First, under FL § 8-203, the court must decide whether property is marital or non-marital. *See Flanagan*, 181 Md. App. at 519; FL § 8-201(e)(1) (defining marital property as "property, however titled, acquired by 1 or both parties during the marriage."); FL § 8-201(e)(3). Pursuant to FL § 8-201(e)(3)(iv) 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."

Second, pursuant to FL § 8-204, the court "shall determine the value of all marital property." *See Flanagan*, 181 Md. App. at 519; *Sims v. Sims*, 266 Md. App. 337, 355 (2025) ("The party seeking the monetary award has the burden of proving the value of each item of marital property, and the circuit court makes the final determination about each item's value."). Valuation of the property "is not 'an exact science,' and the court is under no compulsion to accept the values the parties present to it." *Sims*, 266 Md. App. at 355 (quoting *Williams v. Williams*, 71 Md. App. 22, 36 (1987)).

Under the source-of-funds rule:

> when property is acquired by an expenditure of both nonmarital and marital property, the property is characterized as part nonmarital and part marital. Thus, a spouse contributing nonmarital property is entitled to an interest in the property in the ratio of the nonmarital investment to the total nonmarital and marital investment in the property. The remaining property is characterized as marital property and its value is subject to equitable distribution.

Harper v. Harper, 294 Md. 54, 80 (1982); *see Gravenstine v. Gravenstine*, 58 Md. App. 158, 168 (1984) ("Where property is purchased and paid for in part before marriage and in part during marriage with nonmarital and marital funds, the property is nonmarital in part and marital in part."). This rule is "premised on the concept that it is unfair" for a "spouse who has contributed separate funds to the purchase or improvement of property to enjoy all the benefits of sole ownership . . . without regard to the fact that it had been purchased or improved in part with community funds." *Harper*, 294 Md. at 70. The statute is clear that any property "acquired during the marriage that is *directly traceable* to a non-marital source" is not marital property. FL § 8-201(e); *Melrod v. Melrod*, 83 Md. App. 180, 187 (1990) (emphasis in original). An "inability to trace property acquired during the marriage *directly* to a non-marital source simply means that all property so acquired [is] marital property." *Melrod*, 83 Md. App. at 187 (emphasis in original).

Third, the court must determine whether "the division of marital property according to title will be unfair" and "if so, may make an award to rectify the inequity." *Doser v. Doser*, 106 Md. App. 329, 350 (1995). In balancing the equities, the court must consider each of the following factors:[10]

> (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 § 8-210(e)(3) of this subtitle to the acquisition of real property held by the parties as tenants by the entirety;

[10] Section (a) of FL § 8-205, referenced herein, states, in relevant part:

> (a)(1) Subject to the provisions of subsection (b) of this section, after the court determines which property is marital property, and the value of the marital property, the court may transfer ownership of an interest in property described in paragraph (2) of this subsection, grant a monetary award, or both, as an adjustment of the equities and rights of the parties concerning marital property, whether or not alimony is awarded.

> (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.

FL § 8-205(b). A trial judge need not "state each and every consideration or factor" and a failure to do so will not "constitute an abuse of discretion, so long as the record supports a reasonable conclusion that appropriate factors were taken into account in the exercise of discretion." *Flanagan*, 181 Md. App. at 533 (citing *Cobrand v. Adventist Healthcare, Inc.,* 149 Md. App. 431, 445 (2003)).

We explained in *Brown v. Brown* that, "title is not controlling in terms of a monetary award. But, it is only marital property that is subject to equitable distribution by way of a monetary award." 195 Md. App. 72, 110 (2010). We further clarified that, although non-marital property may not be subject to equitable distribution, the court may consider such non-marital property as a factor in its equitable distributions of the remaining marital property." *Id.* at 116-17.

In reviewing the circuit court's analysis, we cannot "substitute our judgment for that of the fact finder, even if we might have reached a different result." *Innerbichler v. Innerbichler*, 132 Md. App. 207, 230 (2000). The court's answers to legal questions are reviewed de novo and "whether property is marital and, if so, its value, are both factual questions that we review for clear error." *Sims*, 266 Md. App. at 353; 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."). Ultimately, the decision of "whether to grant a monetary award, and the amount of such an award, is subject to review for abuse of discretion." *Flanagan*, 181 Md. App. at 521. An "abuse of discretion may arise 'when no reasonable person would take the view adopted by the trial court' or when the court acts 'without reference to any guiding rules or principles.'" *Santo v. Santo*, 448 Md. 620, 625-26 (2016) (quoting *In re Adoption/Guardianship No. 3598*, 347 Md. 295, 312 (1997)) (cleaned up).

C. Analysis

Classification of the 1972 Oldsmobile Cutlass

We hold that the circuit court was not clearly erroneous in classifying the Cutlass as marital property. Our decision in *Brown v. Brown*, 195 Md. App. 72 (2010) is dispositive. In *Brown*, we determined that because the parties agreed in their joint property statement that the home was non-marital, the court could not classify the home as marital property. 195 Md. App. at 93, 104. This was true in *Brown* even though the home was demonstrated at trial to be marital property "because it was held by the parties as tenants by the entirety during the marriage[.]" *Id.* The court reasoned that the joint property statement was a "stipulation of fact by the parties through their counsel." *Id.* Here, the parties agreed in the Joint Statement that the Cutlass was marital property. Neither party raised issue with this classification until closing argument when Husband's counsel asserted that the Cutlass was in fact non-marital property. Husband cannot at the last minute disavow the agreement he set out in the Joint Statement and the court was not clearly erroneous in classifying the Cutlass as marital property pursuant to that agreement. *Sims*, 266 Md. App. at 360 (trial court was clearly erroneous in deciding property was non-marital when the parties agreed in their Rule 9-207 statement that it was marital and provided evidence to support it).

Husband's argument also fails because he ignores the lack of evidence presented to the court directly tracing the Cutlass to a non-marital source. In *Melrod v. Melrod*, 83 Md. App. 180, 187 (1990), this Court held that property "acquired by purchase during the marriage . . . is marital property unless it can be traced directly to a non-marital source of funds or property." Mr. Melrod, who had acquired income-producing property prior to the marriage as well as a trust that provided him with a $5,000 monthly income, comingled his non-marital income with his marital income. *Id.* at 186. Mr. Melrod also paid mortgage debts during the marriage towards property he acquired prior to the marriage and acquired new properties during the marriage. *Id.* This Court reasoned that because Mr. Melrod commingled his non-marital and marital income, "no specific sum of money used to acquire property or reduce an indebtedness on any property [could] be directly traced to any source." *Id.* at 187. This Court emphasized that "[d]irectly traceable" does not mean "attributable" and determined that the inability to trace the property directly to a non-marital source "simply means that all property so acquired was marital property." *Id.*

Similarly, here, as the court stated, no evidence was presented "as to what other car there was that [Husband] used to obtain the [Cutlass]." Further, Husband used marital funds to refurbish the Cutlass, but no testimony was provided as to how much was contributed, rendering it impossible for the court to determine the marital portion of the Cutlass. *See Melrod*, 83 Md. App. at 188 (explaining that if a spouse "chooses to commingle marital and nonmarital funds to the point that direct tracing is impossible, his or her property may lose its non-marital status."). Wife testified that the Cutlass was in "ridiculous" condition when Husband acquired the vehicle through the trade, but that in comingling this non-marital property with marital funds, he was able to restore the vehicle. It was Husband's burden to establish that the Cutlass, acquired during the marriage, was non-marital property. *See Malin v. Mininberg*, 153 Md. App. 358, 428 (2003) ("[A] party seeking to demonstrate the nonmarital nature of a particular property must 'trace the property to a nonmarital source.'" (quoting *Noffsinger v. Noffsinger,* 95 Md. App. 265, 282 (1993)). Without evidence about the respective value of the marital and premarital contributions, the court could not separate out the premarital portion. Moreover, the court correctly determined that the Cutlass being in Wife's name before Husband transferred it to his own suggested that the Cutlass was marital property. While the title of the vehicle is not dispositive as marital property is any "property, *however titled*, acquired by 1 or both parties during the marriage[,]" this was yet more evidence that the parties comingled assets and treated the Cutlass as marital property. FL § 8-201(e) (emphasis added).

In sum, we hold that because the parties agreed that the Cutlass, originally titled in Wife's name, was marital property in their Joint Statement, and because no evidence was introduced allowing the court to "directly" link the Cutlass to any non-marital source, the court was not clearly erroneous in classifying the Cutlass as marital property.

Distribution of Marital Home

We hold that the court did not abuse its discretion in awarding Wife half of the proceeds from the sale of the marital home, which was held by Husband and Wife as tenants by the entirety. The court's well-reasoned findings reflect that the court followed the three-step statutory requirements by identifying the family home as marital property, valuing the home based on both parties' estimates, and then determining how to distribute the marital property. In its analysis, the court reviewed each of the factors in FL § 8-205(b) before deciding to split the proceeds equally between the parties, even if not all factors were specifically identified as such. *Flanagan*, 181 Md. App. at 533 ("The chancellor is not required to articulate every fact upon which he relies.").

Husband urges us to reverse the court's determination, arguing that the court failed to properly consider the prescribed factors. Specifically, Husband contends that the court failed to consider the parties' contributions by discounting Husband's substantial financial support and the lack thereof by Wife. We disagree. Husband's argument ignores the court's explicit finding that he was the "breadwinner" and that "the monetary contributions come from the [H]usband." However, the court noted that Wife contributed $10,000 to the closing costs of the home acquired during the marriage. And the court considered Wife's non-monetary contributions to the home. Under the overall circumstances, the court was entitled to accord those non-monetary contributions equal weight. *Alston v. Alston*, 331 Md. 496, 506-07 (1993) (explaining that the history of FL § 8-205(b) "indicates that the General Assembly was primarily concerned with achieving equity by reflecting non-monetary contributions to the acquisition of marital assets, and this principle should be a major consideration in a trial judge's analysis.").

Husband also argues that the court apportioned the home's equity inappropriately, giving inadequate weight to the fact that Husband purchased the home with funds from his pension. Husband provided no evidence, however, that linked the marital home to the funds from his pension. Husband testified that he paid the mortgage for the home and that he had a pension that he vested in 2013, but there is no record evidence that the money he used to pay for the costs associated with the home derived from his pension, let alone from the *non-marital* portion of the pension. For all the foregoing reasons, we hold that the circuit court did not abuse its discretion in its distribution of the marital home.

As a separate matter, Husband argues for the first time on appeal that the court erred in declining to classify and value Trinidad Property #2. Husband presented this argument at the conclusion of his discussion concerning the distribution of the marital home, which as indicated by his question presented, only raised issue with respect to the marital home. Because this argument does not concern the distribution of the marital home and was not otherwise presented in the "Questions Presented" portion of Husband's brief, we would ordinarily decline to address this issue. *Green v. N. Arundel Hosp. Ass'n*, 126 Md. App. 394, 426 (1999) ("Confining litigants to the issues set forth in the 'Questions Presented' segment of their brief ensures that the issues presented are obvious to all parties and the Court."); Md. Rule 8–504(a)(3) (A brief shall contain "[a] statement of the questions presented, separately numbered, indicating the legal propositions involved and the questions of fact at issue expressed in the terms and circumstances of the case without unnecessary detail."). Even so, we agree with Wife that the court was not clearly erroneous in deciding not to classify or value the property, as there was no evidence from which the court could render a determination.

II.

Alimony

A. Parties' Contentions

Husband argues that the court abused its discretion by awarding Wife alimony, contending that the court failed to make express findings as to the factors outlined in FL § 11-106. Husband asserts that Wife is not entitled to alimony because she "voluntarily impoverished" herself—she could be self-supporting but has made no effort to obtain more hours or higher-paying employment. Husband contends that Wife, pursuant to her testimony, is waiting for the outcome of the divorce to determine whether to seek alternative employment and that the court's reasoning that it may be challenging for Wife to find such employment is unsupported. Similarly, Husband asserts that the court's finding that Wife does not need further training to find employment indicates that "there is nothing to rehabilitate" with alimony. Husband argues the court failed to consider Wife's "voluntary underemployment[,]" the duration of the marriage, and the circumstances that led to the parties' estrangement while overemphasizing Wife's non-monetary contributions and "ignoring the substantial financial contributions" of Husband in its analysis. From Husband's perspective, rehabilitative alimony is unnecessary and inequitable, because the other marital awards provided Wife with "a significant financial foundation" and there is no evidence that Wife could not independently meet her needs. Husband argues the alimony award jeopardized his ability to meet his own needs and left him with less "total financial benefit from the judgment" than Wife.

Wife defends the court's alimony award, arguing that the court properly considered all the factors outlined in FL § 11-106. In addressing the financial needs and resources of the parties, the court correctly found that Husband earned more than Wife. Wife claims Husband's "calculation[s] of his income" and expenses were unreliable, as he alleged different incomes in his financial statement than that expressed through his testimony. Even taking the "expenses from Husband's Financial Statement at face value," Wife argues the court correctly found that he had the ability to pay Wife alimony. Wife contends that she needs alimony to "help her get a full-time job" given the challenging job market and her difficulty with the divorce. Wife asserts that the court correctly concluded that she did not voluntarily impoverish herself because throughout the marriage her income was lower than Husband's, Husband suggested she start the catering business, Wife was unable to obtain additional hours at work, and her financial situation would not change much in a full-time minimum wage position. Wife contends the evidence demonstrated a need for even greater alimony, but that the court's decision was not arbitrary and should be upheld.

B. Legal Framework

In Maryland, alimony is "intended to ease the transition from dependence to self-support." *Turner v. Turner,* 147 Md. App. 350, 387 (2002); *Tracey v. Tracey,* 328 Md.

380, 391 (1992) ("[T]he purpose of alimony is not to provide a lifetime pension, but . . . to provide an opportunity for the recipient spouse to become self-supporting."). In other words, it is not intended to "create a subsistence level" for the economically dependent spouse; it is usually designed to serve as a stopgap. *St. Cyr v. St. Cyr*, 228 Md. App. 163, 184-85 (2016) (quoting *Strauss v. Strauss*, 101 Md. App. 490, 512 (1994)).

In determining whether to award alimony, the trial court must consider the factors set forth in FL § 11-106(b). *Simonds v. Simonds*, 165 Md. App. 591, 604 (2005). These include:

> (1) the ability of the party seeking alimony to be wholly or partly self-supporting;
>
> (2) the time necessary for the party seeking alimony to gain sufficient education or training to enable that party to find suitable employment;
>
> (3) the standard of living that the parties established during their marriage;
>
> (4) the duration of the marriage;
>
> (5) the contributions, monetary and nonmonetary, of each party to the well-being of the family;
>
> (6) the circumstances that contributed to the estrangement of the parties;
>
> (7) the age of each party;
>
> (8) the physical and mental condition of each party;
>
> (9) the ability of the party from whom alimony is sought to meet the party's needs while meeting the needs of the party seeking alimony;
>
> (10) any agreement between the parties;
>
> (11) the financial needs and financial resources of each party, including:

(i) all income and assets, including property that does not produce income;

(ii) any award made under §§ 8-205 and 8-208 of this article;

(iii) the nature and amount of the financial obligations of each party; and

(iv) the right of each party to receive retirement benefits; and

(12) whether the award would cause a spouse who is a resident of a related institution as defined in § 19-301 of the Health-General Article and from whom alimony is sought to become eligible for medical assistance earlier than would otherwise occur.

FL § 11-106(b). Under the first factor, parties are self-supporting when their income exceeds their reasonable expenses. FL § 11-106(b)(1); *St. Cyr*, 228 Md. App. at 186 ("A spouse is not necessarily 'self-supporting' under the alimony statute merely because the spouse has enough income 'to hold body and soul together.'" (quoting *Tracey*, 328 Md. at 392)). Trial courts determine "the appropriate level of reasonable need based on all of the statutory alimony factors, including the standard of living established during the marriage." *St. Cyr*, 228 Md. App. at 186. The court also may, but is not *required* to, consider a spouse's "voluntary impoverishment or potential income" in its alimony determination. *Id*. at 179 (defining voluntary impoverishment as having the "free and conscious choice, not compelled by factors beyond his or her control, to render himself or herself without adequate resources" (quoting *Wills v. Jones*, 340 Md. 480, 490 (1995)).

In *St. Cyr*, we vacated the trial court's alimony award and remanded for reconsideration because the court's alimony analysis was "incomplete." *Id.* at 170, 176, 178. First, the court failed to compare the wife's income with her reasonable needs to determine whether she would be self-supporting pursuant to FL § 11-106(b)(1). *Id.* at 186. We reasoned that a "calculation of the recipient spouse's future expenses and income 'is . . . an important component to any finding of self-sufficiency'" without which it is unclear whether the spouse will be able to become self-supporting. *Id.* at 187 (quoting *Doser v. Doser*, 106 Md. App. 329, 353-54 (1995)).

Second, the record was insufficient "for the court to make findings about the time necessary for [the wife] to gain sufficient education or training to enable her to find suitable employment" pursuant to FL § 11-106(b)(2). *Id.* at 184, 195. We determined that while it was reasonable for the court not to speculate about wife's earning potential, the law "requires the court to 'project[ ] forward in time to the point when the requesting spouse will have made maximum financial progress, and compar[e] the relative standards of living of the parties at that future time.'" *Id.* at 188 (alteration in original) (quoting *Whittington v. Whittington*, 172 Md. App. 317, 338 (2007)). This was particularly important in *St. Cyr,* because the wife "refused to put on evidence about the financial progress that she [was] likely to make" and had "taken the position that she [was] unable to work[.]" *Id.* Because the court concluded that it lacked enough evidence to "make any meaningful prediction about [w]ife's future prospects for self-sufficiency[,]" we held that the court erred in awarding a specific amount of alimony for a specific duration. *Id.* at 193. Generally, we "will not disturb an alimony award unless the trial court has arbitrarily exercised its discretion or its judgment was otherwise wrong." *Doser*, 106 Md. App. at 351-52.

C. Analysis

We hold that the court did not abuse its discretion by awarding Wife alimony in the amount of $2,000 for a period of two years. In its alimony analysis, the court explicitly addressed the factors outlined in FL § 11-106, including the parties' standard of living, the ability of Wife to obtain employment, the parties' needs and resources, and the awards made under FL § 8-205. The court indicated that it would not re-address the factors it had previously discussed in its assessment of the monetary award, but considered them in its alimony determination. The court did not abuse its discretion in referring back to its prior analysis of these factors. *Turner*, 147 Md. App. at 389 ("[T]he court need not use formulaic language or articulate every reason for its decision with respect to each factor, [it] must clearly indicate that it has considered all the factors." (quotations omitted)).

Contrary to Husband's contentions, the court also considered whether Wife had voluntarily impoverished herself. The court determined that there was a disparity in the parties' respective incomes during the marriage and that Husband had "acquiesced to the fact that [Wife] didn't make a lot of money for a good number of years" and "wasn't concerned with how much money she made." For the first part of the marriage and until the parties started filing tax returns together, Husband was not aware of the value of Wife's income. It is undisputed that Husband was the breadwinner during the marriage and that Wife was dependent on Husband financially. The most Wife earned in a year was $24,000 in her catering business, and on average, about $9,000 per year at the towing company. This came out to $750 on a monthly basis with $3,675 in expenses at the time of the trial.

The court considered these expenses and Wife's income, determining that alimony was needed temporarily to cover some of Wife's needs, such as rent, during her search for higher-paying employment. Considering Husband's income and expenses, the court determined that Husband had the capacity to pay some alimony to assist Wife with this transition. This was a reasonable inference given the disparity in income and Wife's inability, at the time of trial, to fund her expenses on her current salary.

The court also considered Wife's future earning potential by projecting forward and determining that Wife had the requisite skills to obtain suitable employment. *St. Cyr*, 228 Md. App. at 189. The court stated that it wanted to "encourage [Wife] to get her own job and to make her own money" and acknowledged that up until that point Wife had not made efforts to do so. *See Turner,* 147 Md. App. at 387 ("[T]he policy of [Maryland] is to limit alimony, where appropriate, to a definite term in order to provide each party with an incentive to become fully self-supporting." (quotations omitted)).

Although the court was optimistic about Wife's ability to obtain employment, stating that Wife had "quite a few transferable skills" obtained through the various jobs she held in the past, the court also considered the challenging job market and the time it would take to find such a higher-paying position. The court determined Wife would need support to meet her monthly expenses. *St. Cyr,* 228 Md. App. at 194 ("[A]n award of temporary alimony must be grounded in a finding that the recipient spouse is not self-supporting and needs . . . other steps to help that spouse achieve financial self-reliance." (quoting *Karmand v. Karmand*, 145 Md. App. 317, 328 (2002)). The alimony award of $2,000 a month would cover about half of her expenses, many of which Husband financed during the marriage. This is not a "subsistence level" award as it does not provide for all her monthly expenses, but it would ease her transition from marriage to divorce. *See id*. at 184-85. The court did not abuse its discretion in providing such an award.

We affirm.

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED; COSTS TO BE PAID BY APPELLANT.