

UNREPORTED\*

IN THE APPELLATE COURT

OF MARYLAND

No. 0499

September Term, 2025

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KEITH MOSS

v.

CHARRETTA MOSS

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Graeff,  
Ripken,  
Eyler, Deborah S.,  
(Senior Judge, Specially Assigned),

JJ.

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Opinion by Ripken, J.

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Filed: December 9, 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 its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

In April of 2025, the Circuit Court for Prince George’s County granted a judgment of absolute divorce to Charretta Moss (“Wife”) and Keith Moss (“Husband”). As part of the divorce decree, the court assessed and divided the marital property and determined that Wife was entitled to a monetary award. Husband filed the subject appeal, presenting the following issue for our review:<sup>1</sup>

Whether the circuit court abused its discretion in granting a monetary award to Wife. For the reasons to follow, we shall vacate the judgment of the circuit court.

### **FACTUAL AND PROCEDURAL BACKGROUND**

Wife and Husband were married in June of 2008. There was one child born to the marriage, who was fifteen years old at the time of trial. In June of 2024, Wife filed a complaint seeking an absolute divorce. Husband filed a counter complaint seeking an absolute divorce. Both parties asserted that there was marital property to be divided by the court. The matter proceeded to a merits trial in February of 2025. At the trial, the following facts were elicited.

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<sup>1</sup> Rephrased from:

1. Whether the circuit court erred in finding that Appellee did not waive her equity in the Marital Home?
2. Whether the circuit court erred in finding that Appellant had no marital interest in the Apple Blossom property?
3. Whether the circuit court erred in declining to elicit testimony and consider evidence from the parties with respect to marital bank accounts and Appellee’s 403(b)?
4. Did the circuit court abuse its discretion in granting a monetary award to Appellee without properly identifying and valuing all marital property belonging to the parties?

### **The Hiland Property**

In 1994—more than twenty years prior to the marriage—Husband had purchased a house located at Hiland Avenue (“the Hiland property”) with his brother. On June 6, 2008, one week before the parties were married, the parties entered a transaction that removed Husband’s brother from the title to the property<sup>2</sup> and added Wife’s name to the title of the property. The parties had a mortgage secured by the property, and both parties were identified as borrowers on the deed of trust. Although neither party testified concerning the total sum of equity that existed in the Hiland property in June of 2008, according to the loan closing information and settlement statement, which were included as part of an admitted exhibit, the property was valued at \$350,000.00 at that time. The parties’ mortgage was \$262,500.00, resulting in equity of \$87,500.00 in 2008.

In 2022, the parties discussed refinancing the mortgage secured by the Hiland property. Wife testified that the purpose of refinancing the mortgage was to obtain funds for Husband to pay his personal tax liability. Husband testified that the purpose of the refinance was to remove Wife from the mortgage account and title to the property following Wife’s request for a divorce. The property was refinanced in October of 2022. In that transaction, the mortgage loan was paid in its entirety, and a new loan was obtained that was secured by the property in Husband’s name alone. Prior to the transaction, Wife signed what the parties termed an “equity buyout agreement” in which she agreed to relinquish her interest in any equity in the Hiland property and to grant a quitclaim deed in

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<sup>2</sup> At the time of the 2008 transaction, Husband’s brother received a sum equal to half the equity in the house. Husband’s share of the equity remained in the property.

Husband's favor after receiving zero dollars in equity. Wife testified that when she signed the document, the information regarding the amount she would receive was left blank and that she anticipated receiving funds from Husband as a result of the refinance; however, Husband did not tender any funds. She testified that she did not understand the meaning of an equity buyout agreement.

Regardless of the circumstances of the equity buyout agreement, a deed to the property was executed that resulted in Wife's name being removed from the title to the Hiland property. At the time of trial, Husband testified that the mortgage loan balance was \$267,264.91, a figure that was supported by a recent mortgage statement produced as an exhibit. Husband acknowledged that the Hiland property had an estimated value from Zillow of \$473,000.00. This resulted in total equity of approximately \$205,735.09; however, the sum of equity that accrued during the marriage was \$118,235.09.<sup>3</sup>

### **The Apple Blossom Property**

In June of 2023, several months following the retitling and refinancing of the Hiland property, Wife purchased a home on Apple Blossom Court ("the Apple Blossom property") using assistance from the Maryland Mortgage Program. Wife provided an affidavit to the Maryland Department of Housing and Community Development to acquire assistance in purchasing the Apple Blossom property; in the affidavit, indicated that she had not owned a principal residence in which she resided at any time in the past three years. She further indicated that she did not own any interest "in any land building, houses, or other real

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<sup>3</sup> This sum is determinable by subtracting the amount of equity in the property in 2008—\$87,500—from the equity in the home at the time of trial.

property[.]” Wife testified that the program contributed approximately \$11,000.00 towards closing costs. Husband did not contribute financially toward the purchase of the Apple Blossom property. At trial, Wife did not provide documentation concerning the value of the Apple Blossom property; however, she testified that she believed it was valued at \$400,000.00<sup>4</sup> and that the mortgage loan balance was \$377,000.00.

### **Other Financial Conditions**

Both parties testified that they were employed. Wife testified that she was employed as a school nurse, generating an annual income from her salary of approximately \$102,000.00, although her income could increase if she obtained additional vocation opportunities during the summer. Husband worked for an insurance agency, earning approximately \$66,987.91. In addition, Husband testified that between late 2022 and November of 2024, he received the sum of \$130,000.00 in severance pay from a prior employer, which was paid in monthly increments over twenty-four months.

The parties also provided some evidence of their other financial accounts. Wife testified that she had \$94,999.51 in her retirement pension account. Husband testified that his most recent retirement account statement reflected a balance of \$4,470.88. Husband testified that his personal checking account reflected a balance of approximately \$1,000.00. Although the joint property statement identified an additional retirement account belonging to Wife, as well as checking accounts belonging to Wife, neither party elicited evidence concerning the value of those accounts.

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<sup>4</sup> We note that this figure is lower than the \$416,624.00 value estimated by Wife in the Joint Statement of Parties Concerning Marital and Non-Marital Property.

### **Court Inquiries, Findings, and Order**

Following the conclusion of the parties’ testimony, the court indicated that in examining the joint statement, there were “a lot of blanks[.]” The court then began inquiring to determine the value of certain assets, including financial accounts of Wife and the Hiland property.<sup>5</sup> The court noted that the property was valued at \$477,100.00 and that the mortgage loan balance was \$272,000.00. The court inquired how much equity was in the Hiland property at the time of the 2022 refinance, and Wife’s counsel responded that she believed the figure was “somewhere between [\$130,000.00] and [\$150,000.00].” The court indicated that it would use the \$130,000.00 figure from the joint financial statement. The court then determined that there had already been \$90,000.00 in equity in the Hiland property at the time of the marriage; using the \$130,00.00 equity figure, the court determined that there was \$40,000.00 of marital property in the form of equity from the Hiland property in 2022 when Wife’s name was removed from the deed.

The court then addressed the Apple Blossom property, stating the following:

Then we look at whether the Apple Blossom [property] is marital property. While it was accumulated or obtained still during the legal marriage of the parties, . . . the testimony is that there has been no contribution from [Husband] towards that home. And I believe from the price of the home and what it is worth now, that was . . . a \$30,000 difference. But that was all provided by [Wife].

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<sup>5</sup> We note that at this phase of the trial, the court asked questions regarding values to which counsel—in particular Wife’s counsel—responded. In addition, whenever the court began making what could be construed as findings, Wife’s counsel would interject and advocate a position. It is therefore unclear from the record when the court’s inquiries ended and where its findings with respect to the division of marital property began.

The court then valued the retirement accounts, stating that Husband’s retirement account was valued at \$4,470.00 while Wife’s retirement account was valued at \$94,999.00.<sup>6</sup> When the court began to reiterate its finding regarding the value of the Hiland property, Wife’s counsel contended that Wife was entitled to half the equity that she asserted was taken out of the Hiland property in 2022, in addition to half of the \$40,000.00 figure that the circuit court had indicated represented the equity that accrued during the marriage. Following additional assertions that contributions to the upkeep of the property should be accounted for, the court then stated that the sum of equity in the Hiland property was \$130,000.00. The court stated that Wife’s share of that sum was \$64,000.00 and then indicated that it would consider the \$130,000.00 in Husband’s severance pay and Wife’s \$95,000.00 retirement account as marital property.

At that point, Wife’s counsel asserted that “[i]n terms of marital property division,” the court should consider the child support Husband paid during the marriage for a child not shared by the parties. Wife’s counsel contended that because Husband paid child support for a child not of the marriage, those funds were not used for household or family purposes. Specifically, Wife’s counsel stated that “[t]he money that [Husband] paid [for] child support was money taken out of the marriage and spent for non-marital purposes.” Wife’s counsel continued, stating that the sums Husband expended in child support

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<sup>6</sup> At this point, Wife’s counsel indicated that Husband also had a prior retirement from his prior employment at a bank; however, following clarifying inquiries from the court, it was apparent that Husband’s prior retirement account had been used to fund the commencement of his insurance business. In addition, Husband testified that the pension from the bank had been cashed out in 2012.

constituted “[Wife’s] money. And it should be given back to her.” The court then valued the sums Husband paid in child support to non-marital child, announcing that a sum of \$25,650.00 was “income not contributed to the household.”

After a brief interlude addressing child access and support, the court indicated it would then “see who owes what.” The court determined that Wife was entitled to half of \$130,000.00 in relation to equity in the Hiland property, as well as half of \$130,000.00 in relation to Husband’s 2022 severance pay. The court also found that Husband was entitled to a portion of Wife’s pension. When Husband’s counsel inquired as to the potential impact of the equity buyout agreement, the court noted that Wife received some benefit from being removed from the loan. The court then stated that it would subtract \$20,000.00 from Wife’s equity. The court did not indicate the basis for this figure. The court did not value all the marital property; nor did it examine or discuss equitable factors in determining whether retitling marital property was necessary. The court ordered that Husband pay Wife \$62,500.00. Because Husband did not have assets to pay the total sum and because he could not afford a payment plan, the court ordered that the Hiland property be sold. There appeared to be agreement that any sale of the home would be stayed until the parties’ son graduated from college. The court requested Wife’s counsel to prepare an order. Wife’s counsel raised a concern that such an order could be dischargeable through bankruptcy, indicating that she was unaware of how to make the judgment “bankruptcy proof[.]” Hence, the court requested that counsel research that issue.



### **Entry of Order**

Several weeks later, the court conducted a hearing to address the submission of the proposed order, noting that “there were a few paragraphs in the [Wife’s] proposed order that the Court did not set” regarding the marital award. Wife’s counsel explained that she had proposed the addition of the term “Domestic Support Obligation” so that the award would not be dischargeable in any potential bankruptcy. She indicated that the court’s ruling did not specify the basis for the \$62,500.00 marital award other than as a “mix of some equity in the house, some past due spousal support[,] [and] [s]ome monies that had been paid for non-marital purposes that were now being pulled back into the award.” The court also inquired regarding changes to the proposed timing of payment of the award to be within thirty days, or sale of the Hiland property within sixty days if Husband was unable to pay. Wife’s counsel indicated that this change was made because Husband was attempting to refinance the Hiland property. The court indicated that it would sign the proposed judgment of divorce submitted by Wife. The final judgment of divorce stated that Husband was required to pay Wife \$62,500.00; the order indicated that this sum was “a Domestic Support Obligation and is not dischargeable in bankruptcy.” The order did not identify any equitable factors supporting the marital award.<sup>7</sup>

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<sup>7</sup> At the conclusion of the hearing, Husband’s counsel sought to have the court value several financial accounts belonging to Wife that were identified on the parties’ joint Maryland Rule 9-207 statement yet had not been included in the court’s valuing or division of property, and for which the parties had not presented evidence of value. The court declined to revise those items, stating that “I am not doing merits again. This is only here to talk about why the agreed upon order [was not] submitted. The merits hearing has already occurred.” Evidence concerning the value of these accounts was not submitted to the circuit court.

This timely appeal followed.

## **DISCUSSION**

### **THE CIRCUIT COURT ERRED IN FAILING TO FOLLOW THE THREE-STEP PROCESS FOR GRANTING A MARITAL AWARD.**

#### **A. Party Contentions**

Husband contends that the circuit court abused its discretion in granting a marital award. He asserts that the circuit court failed to identify all the marital property and claims that the court erred in determining that the Apple Blossom property was not a marital asset. Husband also posits that the parties' equity buyout agreement excluded the Hiland property from consideration as a marital asset. Husband further contends that the court erred in declining to accept evidence of the value of marital assets titled in Wife's name following the conclusion of the presentation of evidence at the hearing on the proposed order. He argues that the court abused its discretion in granting a monetary award without considering and determining which property was marital.

Wife contends that the circuit court did not abuse its discretion in granting the marital award. She reframes the circuit court's disposition of the Apple Blossom property as an equitable decision that Husband was not entitled to proceeds from the property, rather than a determination that the property was not marital property. Wife further asserts that the equity buyout agreement was invalid, and the court therefore did not err in determining that the equity in the Hiland property was marital property. Wife posits that Husband bore the burden to prove the value of Wife's other financial accounts during the trial, and because he did not meet his burden, the circuit court was correct not to consider the value

of those accounts. She claims that the court did not abuse its discretion in granting a monetary award based on the values of marital property it found at trial.

### **B. Standard of Review**

Appellate review of a marital award involves a mixed standard of review. *Sims v. Sims*, 266 Md. App. 337, 353 (2025). Determining “whether an asset is marital and, if so, its value,” are questions of fact which we review for clear error. *Id.* at 353 (citing *Flanagan v. Flanagan*, 181 Md. App. 492, 521 (2008)). Questions of law are reviewed *de novo*. *Id.* at 354 (citing *Flanagan*, 181 Md. App. at 521). Finally, “we review the circuit court’s ultimate decision to grant a monetary award, as well as its amount, for abuse of discretion.” *Id.* (citing *Flanagan*, 181 Md. App. at 521).

In reviewing whether a circuit court’s factual findings are clearly erroneous, we give “due regard to the opportunity of the trial court to judge the credibility of the witnesses[.]” and review whether there was “any competent evidence” in the record to support the trial court’s factual findings. *St. Cyr v. St. Cyr*, 228 Md. App. 163, 180 (2016) (internal citations and quotation marks omitted). An abuse of discretion may occur “where 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.” *Flanagan*, 181 Md. App. at 522 n.11 (internal citations, alterations, and quotation marks omitted). An abuse of discretion may also occur “where the ruling under consideration is clearly against the logic and effect of facts and inferences before the court or when the ruling is violative of fact and logic.” *Id.* (internal citations, alterations, and quotation marks omitted).

### C. Analysis

When a party seeks a monetary award in a divorce case, circuit courts are required to follow a three-step procedure:

First, for each disputed item of property, the court must determine whether it is marital or non-marital. Second, the court must determine the value of all marital property. Third, the court must determine if the division of marital property according to title will be unfair; if so, the court may make an award to rectify the inequity.

*Richards v. Richards*, 166 Md. App. 263, 272 (2005) (quoting *Collins v. Collins*, 144 Md. App. 395, 409 (2002)). This three-step process “is well settled.” *Abdullahi v. Zanini*, 241 Md. App. 372, 405 (2019).

At step one, the trial court must first determine whether property is marital or non-marital. *Id.* (citing *Flanagan*, 181 Md. App. at 519). “Marital property refers to ‘property, however titled, acquired by [one] or both parties during the marriage.’” *Id.* (quoting Md. Code (1984, 2019 Repl. Vol.), § 8-201(e)(1) of the Family Law Article (“FL”)). Included in the definition of marital property is “any interest in real property held by the parties as tenants by the entirety unless the real property is excluded by valid agreement.” FL § 8-201(e)(2). Excluded from the definition of marital property is any 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.” FL § 8-201(e)(3). While property acquired by parties after their divorce is not marital property, “[p]roperty acquired by a party up to the date of the divorce, even though the parties are separated, is marital property.” *Sims*, 266 Md. at 354–55 (quoting *Williams v. Williams*, 71 Md. App. 22, 34 (1987)).

At step two, after the court has determined which property is marital, the court must then value the property. *Sims*, 266 Md. App. at 355. “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.” *Id.* (citing *Williams*, 71 Md. App. at 36). The court is not required to accept the values presented by the parties. *Id.* (citing *Williams*, 71 Md. App. at 36).

Once the court has completed the first two steps, it then must determine whether “the division of marital property according to title would be unfair[;]” if so, it may then “make a monetary award to rectify any inequity created by the way in which property acquired during marriage happened to be titled.” *Abdullahi*, 241 Md. App. at 405–06 (quoting *Flanagan*, 181 Md. App. at 519–20) (further citation and quotation marks omitted). A monetary award is intended to be “an addition to and not a substitution for a legal division of the property accumulated during the marriage[] according to title.” *Flanagan*, 181 Md. App. at 519 (quoting *Ward v. Ward*, 52 Md. App. 336, 339 (1982)). A monetary award “is intended to compensate a spouse who holds title to less than an equitable portion of that property.” *Id.* at 519 (quoting *Ward*, 52 Md. App. at 339) (internal quotation marks omitted). In determining whether to order a monetary award, the circuit court is required to consider the equitable factors listed in FL section 8-205(b). *Abdullahi*, 241 Md. App. at 405. These factors include:

- (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 [FL § 8-205(a)(2)], was acquired, including the effort expended by each party in accumulating the marital property or the interest in property described in [FL § 8-205(a)(2)], or both;
- (9) the contribution by either party of [non-marital property defined in FL § 8-201(e)(3)] 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 [FL § 8-205(a)(2)], or both.

FL § 8-205(b). After considering, based on these factors, whether it is necessary to counterbalance any unfairness resulting from the distribution of marital property strictly in accordance with its title, the court may decide whether to grant a monetary award. *Abdullahi*, 241 Md. App. at 406–07. Because the statutory steps “build on each other,” if there are errors or incompletions at the first two steps, “we normally must vacate the monetary award and remand.” *Sims*, 266 Md. App. at 356 (citation omitted).

### **Apple Blossom Property**

Husband asserts that the court erred in finding that the Apple Blossom property was not a marital asset. Wife agrees that the Apple Blossom property qualified as a marital asset; however, she contends that the court’s finding with respect to the property qualified as an equitable determination that the property should not be subject to division rather than a finding that the property was not marital. We disagree with Wife’s characterization of the

court's finding. The trial court stated the following in reference to the Apple Blossom property:

Then we look at whether the Apple Blossom [property] is marital property. While it was accumulated or obtained still during the legal marriage of the parties, . . . the testimony is that there has been no contribution from [Husband] towards that home. And I believe from the price of the home and what it is worth now, that was . . . a \$30,000 difference. But that was all provided by [Wife].

The court did not mention the property again; when it summarized the marital property later in the hearing, it did not identify the Apple Blossom property. Based on the record before us, it appears that the circuit court determined the Apple Blossom property was not marital property.

“Marital property refers to ‘property, however titled, acquired by [one] or both parties during the marriage.’” *Abdullahi*, 241 Md. App. at 405 (quoting FL § 8-201(e)(1)). The undisputed evidence presented by both parties was that the Apple Blossom property was acquired by Wife during the marriage. Moreover, neither party presented evidence that the property was acquired using any exception identified in FL section 8-201(e)(3). Therefore, the circuit court's finding that the Apple Blossom property was not marital is not supported by any competent evidence in the record and is clearly erroneous. *See St. Cyr*, 228 Md. at 180.

We note that even if we were to entertain Wife's assertion that the trial court's disposition of the Apple Blossom property was premised on the third step of the marital award process, the court's finding would nonetheless be in error. After a court has assessed the value of all the marital property, it must determine, based on the equitable factors

identified in FL section 8-205(b), whether an adjustment of equities is necessary. *Sims*, 266 Md. App. at 355. This can include a decision to exclude certain property from the equitable distribution; however, such a calculation stems from the understanding that the trial court first identifies which property is marital. *Id.* at 358–59 (discussing *Alston v. Alston*, 331 Md. 496 (1993) and *Ware v. Ware*, 131 Md. App. 207 (2000)). Further, excluding marital property from equitable distribution requires the trial court to consider all the mandatory factors identified in FL section 8-205(b), even if certain factors are particularly applicable. *Ware*, 131 Md. App. at 217–18.

Here, even if we were to accept Wife’s interpretation of the court’s findings, we would still determine that the circuit court abused its discretion because the court did not consider all the factors identified in FL section 8-205(b). Therefore, we must vacate the marital award and remand for further proceedings. On remand, the circuit court should determine whether the Apple Blossom property is marital based on the evidence in the record. If, following the court’s valuation of all the marital property, the court determines that the Apple Blossom property should not be included in the equitable distribution, the court should explain its decision based on consideration of all the factors identified in FL section 8-205(b).

### **Hiland Property**

Husband asserts that the court erred in determining that the equity associated with the Hiland property was marital because, he contends, the equity was no longer marital property due to its exclusion via a valid agreement. Husband maintains that the circuit court



erroneously found that Wife did not knowingly and voluntarily enter the agreement. Wife, on the other hand, asserts that the court correctly found the agreement was not valid.

Excluded from the definition of marital property is any property “acquired before the marriage;” property that is “excluded by valid agreement;” or property that is “directly traceable to any of these sources.” FL § 8-201(e)(3).

Based on the value the trial court assigned to the Hiland property, we cannot discern how the court determined what aspects of the Hiland property constituted marital property. Although the court used the parties’ joint property statement to determine the value and debt attributable to the Hiland property on the date of the hearing, it did not use those sums to determine the equity in the property. Instead, the court accepted the statement of Wife’s counsel that the Hiland property had equity of \$130,000.00 at the time of the 2022 refinance. Moreover, while the court initially subtracted \$90,000.00 in non-marital equity from the 2022 equity figure, that reduction did not appear at later points in the court’s analysis. Therefore, we cannot discern whether or not the court excluded the \$90,000.00 as a pre-marital asset.

As to its discussion of the equity buyout agreement, in our view, the court did not determine whether the agreement was valid; nor did it determine whether the agreement excluded equity that would otherwise have been marital. The court’s findings with respect to the equity buyout agreement are limited to the following statements:

[W]hile I don’t think that [the equity buyout agreement] was totally I guess on the up and up for lack of a better word, the [c]ourt does find that [Wife] did get some relief from it because she was able to purchase that home.

....

I do believe and especially when I look at what she signed on about not having any interest in another place, I think for the last three years. She reaped some benefit of being taken off of that home.

....  
[Husband] definitely benefitted but the [c]ourt does believe [Husband's] testimony regarding [Wife] asking to be taken off so that she could qualify.

....  
So again, the [c]ourt is going to consider [Wife's] ability to purchase the separate home.

The circuit court did not indicate whether it determined that the equity buyout agreement validly excluded marital property. However, immediately following its statements, the court reduced the sum of the marital award by \$20,000.00 without further explanation of that figure. Based on this record, we cannot discern the circuit court's determination with respect to the equity buyout agreement.

Because we cannot discern what portion of the Hiland property the trial court determined to constitute marital property, we must vacate the order and remand for further proceedings. *See Sims*, 266 Md. App. at 356. On remand, the court should determine whether the equity buyout agreement is a valid agreement that excludes all or part of the equity in the Hiland property. In addition, it appears that the court found that approximately \$90,000.00 of the Hiland property's equity constituted an asset acquired by Husband before the marriage. This finding was supported by evidence in the record surrounding the 2008 transaction, including the exhibit that demonstrated the value of the property, its mortgage balance, and the sums paid out, which, according to Husband's testimony, was paid to his brother. If the circuit court determines that the equity buyout agreement is not valid or does not exclude all the Hiland property, the court should determine whether a portion of the

equity in the Hiland property was acquired before the marriage or is directly traceable to such a source. *See* FL § 8-201(e)(3).

### **Wife’s Unproven Financial Accounts**

Husband asserts that the circuit court erred in failing to value several marital assets titled in Wife’s name—specifically, an additional retirement account and Wife’s checking accounts. Although the circuit court was charged with determining the values of each marital asset, “[t]he 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.” *Sims*, 266 Md. App. at 355. Husband did not elicit evidence at the trial to demonstrate the value of these accounts; nor did the parties provide indicia of their value. There is likewise no suggestion that Husband attempted to provide their value at the post-trial hearing. Because the burden of proving the value of these accounts fell on Husband, and he did not meet that burden, the court did not err in not attributing any value to these accounts.

### **Other Guidance on Remand**

Husband asserts that the circuit court abused its discretion in granting a marital award without considering the impact of the Apple Blossom property or the Hiland property. As indicated *supra*, we have vacated the marital award. On remand, once the circuit court has correctly identified and valued all the marital property, the court is required to determine whether “the division of marital property according to title would be unfair” and, if so, it may then make a monetary award to rectify any inequity created by the way in which property acquired during marriage was titled. *See Abdullahi*, 241 Md.

App. at 405–06. In evaluating whether the distribution of marital property as titled creates unfairness that must be counterbalanced, the court must consider all of the factors identified in FL section 8-205(b). *See id.* at 406.

**JUDGMENT OF THE CIRCUIT COURT  
FOR PRINCE GEORGE’S COUNTY  
VACATED IN PART AND CASE  
REMANDED FOR DETERMINATION OF  
THE MONETARY AWARD IN  
ACCORDANCE WITH THIS OPINION.  
COSTS TO BE PAID BY APPELLEE.**