Circuit Court for Charles County
Case No. C-08-FM-22-001175

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 2381

September Term, 2023

BONNIE YVETTE HOCHMAN ROTHELL

v.

DANNY L. ROTHELL

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

JJ.

Opinion by Kehoe, J.

Filed: October 7, 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 Maryland Rule 1-104(a)(2)(B).

This appeal arises from a Judgment of Absolute Divorce ("JAD") entered on February 9, 2024 by the Circuit Court for Charles County, granting Appellant, Bonnie Yvette Hochman Rothell ("Ms. Hochman"),[1] an absolute divorce from Appellee, Danny L. Rothell ("Mr. Rothell"), on the grounds of a one-year separation. The trial in this case commenced on April 3, 2023, consumed eight days, and concluded on August 30, 2023. In the JAD, the trial court ordered, *inter alia*, that the majority of the marital property be sold and net proceeds equally divided between the parties, that Ms. Hochman pay Mr. Rothell indefinite alimony in the amount of $5,000.00 per month, and that Ms. Hochman pay $25,000.00 towards Mr. Rothell's attorney's fees.

Ms. Hochman filed an appeal and presents the following questions for our review, which we have reordered:

1) Whether the trial court erred in its alimony award?

2) Whether the trial court erred when it equally divided all marital property?

3) Whether the trial court erred in awarding Appellee attorney[']s fees?

While we affirm the judgment of absolute divorce, we vacate the judgment granting indefinite alimony, equal division of marital property, and attorney's fees, and remand the case for further proceedings consistent with this opinion.

[1] Appellant was restored to her former name, Bonnie Yvette Hochman, and therefore, we will address her as "Ms. Hochman" in this opinion.

I. FACTUAL & PROCEDURAL BACKGROUND

A. The Parties' History

The parties met in August of 1994. At the time, Ms. Hochman was an attorney and partner at a private law firm in Washington, D.C. and Mr. Rothell was on active duty in the United States Air Force ("USAF"), stationed in Washington, D.C. They married on September 8, 1995, and moved into their marital home, a farmhouse in Charles County. Ms. Hochman continued to commute to the law firm in Washington, D.C. for work. Meanwhile, Mr. Rothell was working as a media forensics expert in the USAF Office of Special Investigations located at the Bolling Air Force Base, just outside of Washington, D.C.

Three children were born of the marriage. The parties' first child, Foster, was born in October of 1997. Shortly thereafter, Mr. Rothell was deployed to Korea. During his infancy, Ms. Hochman took Foster to work with her and hired an au pair for assistance. When Mr. Rothell returned from Korea, he began commuting to Linthicum, Maryland for work. The parties' second child, Francesca, was born in October of 1999. By now Foster was in preschool, and Ms. Hochman was taking Francesca to work with her. Due to both parties working and commuting long distances,[2] they were still enlisting the assistance of an au pair.

[2] Mr. Rothell testified that the drive from the marital home to work in Linthicum was "at least an hour and a half" each way. The marital home to Washington D.C. was approximately a 40 minute drive.

After Francesca was born, Mr. Rothell resigned from the USAF, four years shy of a full-benefits retirement. His position upon resignation was Acting Laboratory Branch Chief in the Department of Defense Computer Forensics Lab. Mr. Rothell began working from home for Signalscape, a contractor with the federal government, earning $80,000 annually as the Chief of Media Forensics. However, Mr. Rothell quit Signalscape after a year and started his own forensics and media analysis business, Rothell Enterprises, in 2002. While the business was not profitable and more of an avocation, Ms. Hochman's increasing salary allowed Mr. Rothell to continue the business until 2015.

In October of 2005, the parties' third child, Faith, was born. While Mr. Rothell worked from home, and sometimes Ms. Hochman worked from home, the parties continued to employ an au pair to assist with the children until 2008 when Faith began attending childcare full-time. Ms. Hochman continued practicing law and commuting to Washington, D.C., earning an average gross annual income of $450,000.00.

Ms. Hochman's salary allowed for the parties to live comfortably, yet they lived a relatively modest lifestyle. While the parties employed au pairs when the children were younger, the family handled their own household chores, such as cooking, cleaning, yardwork, and animal care,[3] rather than employing outside help. The parties did not own new, expensive vehicles or go on vacations excessively. However, the parties spent a significant amount of money on investments in real estate. During the marriage, the parties purchased 11 properties, worth an estimated $3.3 million, including two houses on the

[3] The family had dogs, cats, horses, ducks, and chickens.

water, a coffee shop, vineyard, and winery. Mr. Rothell maintained the properties and tended to the family's animals and gardens, while Ms. Hochman worked and provided financially for the family.

In 2015, the parties purchased 200 acres and formed Purple Magnolia Vineyard and Winery LLC, where Mr. Rothell planned to become a vintner. After the purchase of the vineyard, Mr. Rothell's alcohol consumption began to increase significantly[4] and the parties began to experience difficulties in the marriage. According to Ms. Hochman, Mr. Rothell's abuse of alcohol began in 2012, which is also when Mr. Rothell's verbal and emotional abuse towards Ms. Hochman and the children became a daily occurrence.[5] Prior to that, Mr. Rothell's aggressive outbursts only transpired about once a month. However, Mr. Rothell's consumption of alcohol and abuse escalated after 2015.

[4] Francesca testified that her father's alcohol consumption became a noticeable problem when she was in high school, stating:

> Yes, so probably [in] 2016 or so it started to get noticeably worse because he started trying to make his own wine and experimenting with how that process works, I think he starting to drink a bit more.
>
> I think [] around high school it would be two or three glasses of wine a night at least, and I think it got worse when I was in college.

[5] Both Francesca and Faith testified as to some examples of abuse their mother experienced, explaining that their father would yell at their mother for hours; curse; call her by her mother's name, meant as an insult; use derogatory terms for Jewish people; threaten her with violence; throw things at her; break things; slam doors; bang on tables; punch holes in the walls; get in her face or personal space; and shove her with his hands or his chest. The daughters acknowledged that alcohol was usually involved during these incidents. Faith noted, "I was concerned that my dad's anger was inflamed by alcoholism."

During one incident on May 14, 2020, Ms. Hochman and the parties' youngest daughter, Faith, fled the marital home in the early morning hours to take refuge from Mr. Rothell's alcohol-fueled verbal and emotional abuse.[6] Ms. Hochman and Faith stayed at their Cobb Island property, where Foster was residing, for the night. Ms. Hochman and the children returned to the marital home on May 16 to find the contents of the house thrown outside on the lawn and the inside of the house destroyed.[7] Ms. Hochman and Faith stayed at the Cobb Island property for the summer, but returned to the family home in September

[6] Ms. Hochman testified that on May 14, 2020, Mr. Rothell came home drunk, at about 10:00 p.m., and started an argument with Ms. Hochman and Faith. Faith went to her bathroom to get ready for bed, as Mr. Rothell yelled and threw things at Ms. Hochman. Ms. Hochman was concerned that Faith was going to have another seizure from the stress of the situation and went to console her in the bathroom, shutting the door behind her. Mr. Rothell continued to yell and threatened them that if they did not come out of the bathroom that he would come in and get them, pounding on the door so hard that he cracked the door. The incident lasted hours. At approximately 2:00 a.m., Faith called her sister, Francesca, who was staying the night at her boyfriend's house at the time, to come pick Faith and their mother up. Ms. Hochman and Faith left the house wearing only their nighttime clothes, without any shoes or socks.

[7] Ms. Hochman testified as to the condition of the house when she returned:

> It looked like we were robbed. Everything…there was like two rooms of stuff outside. There was stuff thrown all over the backyard. [. . .] So, furniture, baskets of clothes, books, the…the deck furniture was thrown from the deck onto the back lawn. Things that were supposed to be in the house were outside on the back lawn. The inside of the house was crazy. He had nailed shut the closet doors. He had taken doors off hinges. There was a photograph of our wedding in the toaster. There were photographs taken out of picture frames. The batteries…all electronics were disabled because…well, [] I'm not very good with electronics, so I guess that was so that Faith and I couldn't use anything. Telephones weren't working. The landlines were all not working because batteries were taken out. I couldn't find my work laptop and I couldn't find my cell phone. And, Faith couldn't find her school issued laptop and she needed her laptop.

2020 when school started. Mr. Rothell alternated between the family home, the Bicknell Road property, and the vineyard property. During this period, there were several attempts at reconciliation and Ms. Hochman pleaded with Mr. Rothell to get help for his alcohol abuse. However, after Thanksgiving in November of 2021, the parties formally separated.

B. Divorce Proceedings

Ms. Hochman filed a Complaint for Absolute Divorce on August 23, 2022, and Mr. Rothell's Counter-Complaint followed. Both parties filed amended complaints. Pending trial, Ms. Hochman continued to support Mr. Rothell financially and pay all the bills associated with the properties they owned.

In her Complaint, Ms. Hochman sought an absolute divorce on the basis of cruelty, desertion and abandonment, as well as the parties having lived separate and apart, without interruption or cohabitation, in excess of 12 months. At the time of filing, only one of the parties' children, Faith, was a minor, and Ms. Hochman requested custody of her, noting that "[t]his would also be consistent with the desires of the child, who considering her age, should have significant involvement in the custodial arrangement." Ms. Hochman requested that the title of the family home and all personal property therein be transferred into her name, or in the alternative that she be granted use and possession of the family home and property. In support of her request, Ms. Hochman claimed that "[a]t acquisition, [she], from non-marital sources, contributed the entire down payment toward the purchase of the family home, and further, following its acquisition her income solely paid the mortgage and all other obligations and improvements relating to this home."

In addition, Ms. Hochman requested that all other property, both real and personal, be sold and proceeds distributed to her "to reflect her marital and non-marital contributions toward the acquisition of all said property." Ms. Hochman points out in her Complaint that Mr. Rothell "is well educated and is fully capable of earning a significant income and being self-supporting. As a consequence, he should not be awarded any support from [Ms. Hochman]." Ms. Hochman also requested that Mr. Rothell make a reasonable contribution to her attorney's fees and litigation costs.

In his Complaint, Mr. Rothell sought an absolute divorce on the basis of cruelty of treatment, vicious conduct, constructive abandonment and desertion, as well as the parties having lived separate and apart, without interruption or cohabitation, in excess of 12 months. Mr. Rothell noted that Ms. Hochman "has engaged in excessively vicious conduct, endangering [his] safety, health, and happiness and has harassed and humiliated him in the presence of her family and friends and others, rendering continuation of the marital relationship impossible if [he] is to preserve his health, safety, and self-respect."

Mr. Rothell did not contest Ms. Hochman's request for physical custody of Faith, and instead only requested joint legal custody and visitation. Mr. Rothell requested that he be awarded indefinite alimony, or in the alternative, rehabilitative alimony or reserved alimony. In support of his request, Mr. Rothell claimed:

> That by agreement of the parties, [Mr. Rothell] has been a stay-at-home parent for the past fifteen years with the mutual goal of promoting [Ms. Hochman's] legal career. Through [Mr. Rothell's] assistance, [Ms. Hochman] currently has obtained the status as "partner" in her law firm and is earning an income in the high "six-figures" while [Mr. Rothell] currently

> has no income. The respective standards of living are unconscionably disparate.

Furthermore, Ms. Hochman is "fully capable of providing adequate support for [Mr. Rothell.]" In addition, Mr. Rothell requested: a monetary award in his favor as an adjustment of the equities and rights of the parties in the marital property; that the court order the sale of all real and personal property jointly owned by the parties and that the proceeds be distributed equitably; and that the court order Ms. Hochman to pay Mr. Rothell's attorney's fees and litigation costs, *inter alia*.

The trial in this case commenced on April 3, 2023, consumed a total of eight days, and concluded on August 30, 2023. The parties' daughters testified on behalf of their mother about their father's alcohol consumption and his abuse towards the family. It was proffered that the parties' son, Foster, would testify consistent with the daughters' testimony. A friend of the family, Richard Sypher, also testified on behalf of Ms. Hochman that he observed some incidents of Mr. Rothell's anger when he would drink alcohol. Testimony and reports of two vocational experts and two financial experts were also admitted into evidence.

On August 4, 2023, the parties rested their cases and were ordered to return on August 30, 2023, for closing arguments. On August 30, Ms. Hochman moved to reopen the case to admit a letter she received from her employer on August 17, notifying Ms. Hochman that she was being terminated from the law firm within a couple of weeks. Ms. Hochman argued that such development may impact the court's ruling on an alimony

award. The trial court denied the motion and suggested that Ms. Hochman could file a motion for modification later, if alimony was granted.

After closing arguments, the presiding judge of the Circuit Court for Charles County gave an oral ruling, followed by the written judgment entered on February 9, 2024. Ms. Hochman was granted an absolute divorce from Mr. Rothell on the grounds of a one-year separation. While Ms. Hochman was granted use and possession of the family home and its contents until Faith graduated high school, the trial court ordered that the rest of the marital property (real estate, boats, tractors, equipment, personal property, etc.) be sold and net proceeds divided equally between the parties; that the bank accounts and retirement accounts be divided equally between the parties; that Ms. Hochman pay Mr. Rothell indefinite alimony in the amount of $5,000.00 per month; and that Ms. Hochman pay $25,000.00 towards Mr. Rothell's attorney's fees. Each party retained possession of their respective jewelry collections, their computers and electronics, and the vehicles they were currently driving. Ms. Hochman appealed the court's judgment.

Additional facts will be included in the discussion as they become relevant.

II. DISCUSSION

The trial court erred in awarding indefinite alimony by failing to consider certain alimony factors under Family Law Article ("FL") § 11-106(b)[8] and by failing to make the requisite findings under FL § 11-106(c), particularly the finding of unconscionably disparate standards of living. Therefore, we vacate the alimony award and remand the case

[8] All statutory references are to the Family Law Article unless otherwise indicated.

for reconsideration. While we find no error in the trial court's decision to distribute the marital property equally pursuant to FL § 8-205(b), the Court must vacate the trial court's orders related to the marital property due to their interrelated nature to the alimony award. For similar reasons, we vacate the award for attorney's fees and need not address the merits of that issue, as the trial court will have the opportunity to reconsider attorney's fees on remand with alimony and marital property.

A. Indefinite Alimony

Ms. Hochman argues that the trial court abused its discretion in awarding Mr. Rothell indefinite alimony in the amount of $5,000.00 per month, "absent any finding of unconscionable disparity." Moreover, Ms. Hochman claims that "the Judge disregarded [her] employment status and its division of marital assets when it rendered its decision."

In contrast, Mr. Rothell avers that the trial court did not abuse its discretion in awarding indefinite alimony, highlighting that the court found that Ms. Hochman was employed at the close of trial and had the then current ability to pay alimony. In addition, the trial court explicitly noted in its ruling that it considered its previous decision to divide the marital property equally when it made its alimony award. Mr. Rothell does not address the issue of "unconscionable disparity" in his brief.

1. Family Law § 11-106

Indefinite or permanent alimony is "money that a court orders someone to pay regularly to his or her former spouse after the marriage has ended" for an indefinite period, that terminates upon the death of either spouse or remarriage of the payee. *Alimony*,

BLACK'S LAW DICTIONARY (12th ed. 2024). Alternatively, rehabilitative alimony is ordered for a limited period of time and "found necessary to assist a divorced person in acquiring the education or training required to find employment outside the home or to reenter the labor force." *Id.* Since the enactment of the Alimony Act of 1980,[9] Maryland courts have preferred rehabilitative alimony over indefinite alimony, emphasizing that the purpose of alimony is:

> not to provide a lifetime pension, but where practicable to ease the transition for the parties from the joint married state to their new status as single people living apart and independently. Expressed otherwise, alimony's purpose is to provide an opportunity for the recipient spouse to become self-supporting. The concept of alimony as life-long support enabling the dependent spouse to maintain an accustomed standard of living has largely been superseded by the view that the dependent spouse should be required to become self-supporting, even though that might result in a reduced standard of living.

Tracey v. Tracey, 328 Md. 380, 391 (1992) (internal citations and quotation marks omitted); *see also Turner v. Turner*, 147 Md. App. 350, 387–88 (2002). Indefinite alimony is reserved for exceptional circumstances, *Goicochea v. Goicochea*, 256 Md. App. 329,

[9] After a multi-year study conducted by the Governor's Commission on Domestic Relations Laws, the Maryland General Assembly passed the Alimony Act of 1980, which significantly revised Maryland's alimony laws. *Cruz v. Silva*, 189 Md. App. 196, 213 (2009). Shortly after its passage in 1984, our Supreme Court noted that:

> The 1980 Alimony Act embodies a significant modification of the previous right to alimony for an indefinite period terminable upon the death of either spouse or the marriage of the recipient spouse. It allows equity courts to award alimony for a definite period of time after considering, among other things, both the monetary and nonmonetary contribution of the spouses, and any monetary award granted.

Id. at 213–14 (quoting *McAlear v. McAlear*, 298 Md. 320, 344–45 (1984)).

357 (2022); *Turrisi v. Sanzaro*, 308 Md. 515, 527 (1987), and to "protect the spouse who is less financially secure from too harsh a life once single again." *Tracey*, 328 Md. at 392.

i. Family Law § 11-106(b)

Before a court can award alimony, it must consider all of the factors listed in FL § 11-106(b). *Brewer v. Brewer*, 156 Md. App. 77, 98 (2004). The court does not need to articulate its reasoning for each factor; however, the record must clearly demonstrate that the court's findings were based on a review of the factors. *Id.* at 98–99. The factors the court must consider are:

> (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 that 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.

Md. Code Ann., Fam. Law § 11-106(b). After considering the aforementioned factors, the court may then decide to award rehabilitative or indefinite alimony. *Brewer*, 156 Md. App. at 100.

ii. Family Law § 11-106(c)

Family Law Article § 11-106(c) authorizes the court to award indefinite alimony only if it finds that: (1) "due to age, illness, infirmity, or disability, the party seeking alimony cannot reasonably be expected to make substantial progress toward becoming self-supporting"; or (2) "even after the party seeking alimony will have made as much progress toward becoming self-supporting as can reasonably be expected, the respective standards of living of the parties will be unconscionably disparate." Md. Code Ann., Fam. Law § 11-106(c). The latter is at issue in the case before this Court here.

To determine whether an unconscionable disparity in the parties' standards of living exists, the court must "project forward in time to the point when the requesting spouse will have made maximum financial progress, and compare the relative standards of living of

the parties at that future time." *K.B. v. D.B.*, 245 Md. App. 647, 669 (2020) (quoting *Whittington v. Whittington*, 172 Md. App. 317, 338 (2007)); *see also Francz v. Francz*, 157 Md. App. 676, 701 (2004) ("The comparison to be made is between [the payor's] post-divorce standard of living and [the payee's] post-divorce standard of living upon making as much progress toward becoming self-supporting as reasonably can be expected."). Such assessment will involve an examination of the parties respective earning capacities, *Id.*, and the court "may impute income to a party if that party is capable of earning more income than he or she is earning at the time of the divorce." *Brewer*, 156 Md. App. at 121.

However, the "mere difference in earnings of spouses, even if it is substantial, [. . .] does not automatically establish an 'unconscionable disparity' in standards of living." *Karmand v. Karmand*, 145 Md. App. 317, 336 (2002). Similarly, a "great disparity" in the parties' assets alone will not automatically qualify a spouse for indefinite alimony. *Brewer*, 156 Md. App. at 104. It is the "standards of living" that must be "fundamentally and entirely dissimilar." *Karmand*, 145 Md. App. at 336.

For the purposes of this analysis, "unconscionably disparate" is defined as "be[ing] so inferior, qualitatively or quantitatively, to the standard of living of the other as to be morally unacceptable and shocking to the court." *Id.* at 338; *see also Whittington*, 172 Md. App. at 340 ("The disparity must be gross, so as to offend the conscience of the court if not ameliorated."). Such determination is fact-specific and to be made on a case-by-case basis, considering the factors listed in FL § 11-106(b). *Whittington*, 172 Md. App. at 341; *Karmand*, 145 Md. App. at 338. The analysis requires "more than a numerical

calculation[,]" as "[a] mathematical disparity, standing alone, does not mandate indefinite alimony—" it is the "factors [that] drive the analysis." *Bryant v. Bryant*, 220 Md. App. 145, 160–61 (2014).

2. Standard of Review

The standard of review for alimony awards involves several layers. While the "ultimate decision" to award alimony and its amount is reviewed for abuse of discretion, the factual findings underlying the court's decision are reviewed for clear error. *Kaplan v. Kaplan*, 248 Md. App. 358, 385 (2020) (citing *Malin v. Mininberg*, 153 Md. App. 358, 415 (2003)). For *indefinite* alimony awards, in particular:

> *First*, we review the trial court's findings of fact as to questions such as *what* a party's income is (referred to as "first-level" facts) and reverse them only if clearly erroneous. *Second*, while the question of whether the standards of living between spouses will be unconscionably disparate is a factual one as well, it is not a "first-level" fact[.]

Bryant, 220 Md. App. at 160 (internal citations omitted). Whether an unconscionable disparity exists is a "second-level" fact that "rests upon the court's first-level factual findings" relevant to the factors listed in FL § 11-106(b). *Id.* (quoting *Whittington*, 172 Md. App. at 337). In sum, "[a]s long as the trial court's findings of fact are not clearly erroneous and the ultimate decision is not arbitrary, we will affirm it, even if we might have reached a different result." *Malin*, 153 Md. App. at 415.

During our review, "[w]e may examine the record as a whole to see if the court's findings were based on the mandated factors." *Crabill v. Crabill*, 119 Md. App. 249, 261 (1998); *see also Kaplan*, 248 Md. App. at 372 ("When it is unclear whether the trial court

has considered the factors, we may examine the record as a whole to determine whether the court's findings were based on the statutory factors."). While the "court is required to give consideration to each of the factors[,]" it is not required to "mention specifically each factor, or announce each and every reason for its ultimate decision." *Crabill*, 119 Md. App. at 261.

3. Analysis

The trial court did not make the requisite findings to award indefinite alimony. First, the trial court failed to make a finding whether Mr. Rothell was currently self-supporting, or alternatively, when he would become self-supporting and what income he would potentially earn at the time he became self-supporting. Second, the court failed to assess accurately the financial resources of the parties. The trial court found that Ms. Hochman would receive a payout. It is unclear whether this payout would be an anticipated bonus, as Ms. Hochman had received bonuses in the past or a severance package. In any event, the trial court did not assign a value to this payout, and it is, therefore, impossible to discern whether the trial court properly considered it. In addition, the trial court appears to have ignored Mr. Rothell's tentative FL § 8-205 award for half of the marital property, approximately two million dollars in value, in order to make the necessary predictions of the parties' future standards of living. Lastly, the trial court failed to make any findings regarding the projected post-divorce standards of living of the parties and whether they would be unconscionably disparate.

i. Progress Toward Becoming Self-Supporting

Although the trial court discussed several of the alimony factors listed in FL § 11-106(b), it failed to consider key factors necessary for an award of indefinite alimony. The trial court failed to make a finding whether Mr. Rothell was currently self-supporting, or alternatively, when he would become self-supporting and what income he would potentially earn at the time he became self-supporting. The trial court began its alimony assessment, starting with the first factor—Mr. Rothell's ability to be wholly or partly self-supporting:

> I do accept the testimony of the expert that [Mr. Rothell] is not employable in the same way he was in the year 2002 when he got out of the military.
>
> [. . .]
>
> So, I don't believe that it is realistic for him to get a job that pays $70,000. I think at best he will make minimum wage but… and I think he will be able to work up from there because he is smart, [. . .] he has that background with the military.
>
> But starting off, unless he goes into a position dealing with wines, and there wasn't any testimony that there were a lot of jobs in this area, and I am talking about the Charles County area, to do that, I don't see him being able to earn as much. But he is able bodied, I certainly agree that the [sic] is able bodied.

The trial court appears to find that Mr. Rothell has the ability to become either wholly or partly self-supporting and imputed an income of at least minimum wage on Mr. Rothell. A party is "self-supporting" when the "party's income exceeds the party's 'reasonable' expenses[.]" *St. Cyr v. St. Cyr*, 228 Md. App. 163, 186 (2016). A court determines the party's "reasonable" expenses "based on all of the statutory alimony factors, including the

standard of living established during the marriage." *Id.* The trial court made no explicit findings related to Mr. Rothell's expenses.[10]

The first and second factors are intertwined for the purposes of our indefinite alimony analysis. When the trial court turned to the second factor—the time necessary for Mr. Rothell to gain sufficient education or training to find suitable employment—it found that:

> [. . . Mr. Rothell] has some training.
>
> But he would probably need more training in order to get brought up to date on the wine industry, if that [is] where he wants to work, which makes the most sense because that is what he spent the most of his time in the last ten years working on.

However, the trial court did not explicitly find an exact time or a range of time that it would take for Mr. Rothell to gain sufficient education or training to enable him to find suitable employment. Md. Code Ann., Fam. Law § 11-106(b)(2). The vocational reports entered into evidence estimate that Mr. Rothell could find employment within three to four months. However, employment at a minimum wage does not necessarily mean a person is "self-supporting." *See generally St. Cyr*, 228 Md. App. at 186. More importantly, the trial court never made any findings as to when Mr. Rothell would have made as much progress towards becoming self-supporting as can reasonably be expected, which is required to award indefinite alimony.

[10] Mr. Rothell's Financial Statement listed his monthly expenses at $7,503.93.

We reiterate, while the court does not need to articulate each factor in FL § 11-106(b), there are specific findings that are required when awarding indefinite alimony under FL § 11-106(c)(2):

> In analyzing whether indefinite alimony should be granted under [FL] § 11-106(c)(2), it is of paramount importance to know what future income (of the dependent spouse) is being projected. [. . .] If a reviewing court is in the dark… as to what future income the trial judge thought the dependent spouse would have, the court is unable to determine whether the trial judge abused his or her discretion in the alimony ruling.

Id. at 189–90 (internal citations, brackets, and quotation marks omitted).

The trial court in *Brewer v. Brewer* failed to find the time necessary for Mrs. Brewer to become self-supporting and the income that she would potentially earn at that time, and as a result this Court vacated the alimony award for indefinite alimony. 156 Md. App. at 98–101. Mr. Brewer argued, and we agreed, that:

> [T]he trial court failed to make any findings as to Mrs. Brewer's current income, or as to when she might become self-supporting, or, as to whether, once that occurred, there would be an unconscionable disparity in living standards. After discussing the difficulties that a woman in her sixties would face in becoming "gainfully employed in a career," the court noted that, at her age, Mrs. Brewer would have difficulty obtaining additional education and training. But it did not find that Mrs. Brewer had made as much progress toward becoming self-supporting as can reasonably be expected. In fact, it opined only that she would not "imminently" become self-supporting without expressing any view as to when that might be or what future income she might make or concluding that, at her age, full time employment for any significant period was not a reasonable expectation. As for the last point, the court seemed to suggest that, at her age, full time employment is not an option but then fails to make that finding.

Id. at 101.

Likewise, the trial court here failed to make a finding that Mr. Rothell was currently self-supporting or, alternatively, when he would become self-supporting and at what income he would be considered self-supporting. The trial court, at most, simply found that Mr. Rothell had the "ability" to be self-supporting. The trial court said that Mr. Rothell "at best[,] will make minimum wage" but that "he will be able to work up from there because he is smart[,]" however, the court never predicted at what income Mr. Rothell would be when he became self-supporting. *See St. Cyr*, 228 Md. App. at 193 (quoting Md. Code Ann., Fam. Law § 11-106(c)(2) ("[T]he relevant point in time is when 'the party seeking alimony will have made as much progress toward becoming self-supporting as can reasonably be expected[.]'"). This finding is essential to the standards of living comparison that is required prior to granting indefinite alimony.

ii. The Financial Resources of Each Party

The trial court refused to take into consideration Ms. Hochman's impending termination from employment and Mr. Rothell's tentative FL § 8-205 award for half of the marital property, in order to make the necessary predictions of the parties' future standards of living. In combination with factor eleven, factor nine relates to the finances and potential standard of living of Ms. Hochman post-divorce that must be compared to that of Mr. Rothell for the purposes of the indefinite alimony analysis. On factor nine—Ms. Hochman's ability to meet her own needs while meeting the needs of Mr. Rothell—the trial court noted:

> [T]here was testimony that there were years that Ms. [Hochman] made a million, and then as time has gone on, her income has gone down. And now

> it is $13,000 a month, but then there are some other, the way her agreement is set up with her firm, there may be some payouts to come later. So, deferred compensation, in other words.
>
> So, but I do believe she has an ability to pay the alimony, and that may change, we talked about that with the letter that was referred to at the beginning of the day, that that may be changing.

The trial court stated that Ms. Hochman would receive "some payouts" but did not assign any value to those payouts. It is impossible to discern whether she would have the present ability to pay alimony without the value of these payouts.

Without making any explicit findings on the factors, the trial court read for the record factor eleven and its subfactors—"[f]inancial needs and financial resources of the parties. All income, assets, including property that does not produce income. Any award made under [FL §] 8.205. And nature and amounts of financial obligations. The right of each party to retirement benefits." The trial court commented on its prior award made under FL § 8-205: "once the parties sell the properties and divide the assets, it is going to be quite a bit of money, so I did take that into consideration in my decision, whether to award alimony." The trial court then concluded its discussion of the FL § 11-106(b) factors.

The trial court did not consider properly factors nine—the ability of the party from alimony is sought to meet that party's needs while meeting the needs of the party seeking alimony—and eleven—the financial needs and financial resources of each party—when it awarded indefinite alimony. Md. Code Ann., Fam. Law §§ 11-106(b)(9), (11). Under factor eleven, the court must consider, *inter alia*, any award made under FL § 8-205 regarding marital property. *Id.* The trial court divided the marital property equally and found that "if

you get the properties and divide them in half, [. . .] each party is going to walk away with over a million dollars, and maybe more." In addition, while the trial court did not mention this in its ruling, Ms. Hochman's retirement assets at the time of trial equaled over two million dollars, according to the parties' joint Maryland Rule 9-207 Statement, and Mr. Rothell was awarded fifty percent of Ms. Hochman's retirement accounts.

Also, under factor eleven the court must consider the financial resources—all income and assets—of each party, including the party seeking alimony, and "the issue of unconscionable disparity must be determined by projecting into the future, to a time of maximum productivity of the party seeking the award, and not be looking solely to the past." *Whittington*, 172 Md. App. at 340. As a result of the trial court's award, Mr. Rothell was "walking away" with over a million dollars in assets and at least another million dollars in retirement assets. Any disparity that may have previously existed between the parties due to income may have been mitigated by the distribution of marital property, which was equally divided. Thus, we are not convinced that the trial court properly considered its FL § 8-205 award or Mr. Rothell's projected financial resources for the standards of living comparison that is required to be conducted when ordering indefinite alimony.

Of course, the court must consider the financial resources and all income of the party from whom alimony is sought as well. Md. Code Ann., Fam. Law § 11-106(b)(11). On the last day of trial, Ms. Hochman moved to reopen the case to admit a letter she received from her employer just two weeks prior, notifying Ms. Hochman that she was being terminated from the law firm within a couple of weeks, but the trial court denied the motion. "To make

the necessary comparison [of the parties' respective post-divorce standards of living], the court should project those standards for the future, based on all of the available evidence." *St. Cyr*, 228 Md. App. at 189 (citations and internal quotation marks omitted). The trial court stated that Ms. Hochman would receive a payout but did not assign a value to it. To determine whether the parties projected standards of living will be unconscionably disparate, we explained in *St. Cyr v. St. Cyr*:

> A comparison of the parties' predicted future incomes is not the sole component of the comparison of future living standards, but it is necessary. [. . .] This Court will vacate an award and remand for reconsideration of the alimony issue if the record makes it unclear whether the trial court made the necessary prediction and comparison of the parties' incomes and living standards at the point of maximum rehabilitation.

Id. at 189–90. Therefore, the trial court did not make the necessary predictions of the parties' future standards of living.

iii. Unconscionably Disparate Standards of Living

The trial court failed to make any findings regarding the projected post-divorce standards of living of the parties and whether they would be unconscionably disparate. The trial court's indefinite alimony ruling appears to be based on the fact that Ms. Hochman was the "breadwinner" for the duration of the twenty-seven year marriage and that, at the time of trial, she was making approximately $13,000 per month, while Mr. Rothell had not worked since 2002 and would only make, at best, minimum wage upon re-entry into the workforce. However, "proof of a disparity in gross income is not enough to show a disparity in standard of living." *Lee v. Andochick*, 182 Md. App. 268, 290 (2008); *see also*

Whittington, 172 Md. App. at 339–40 (the indefinite alimony award was vacated where trial court only considered income disparity and length of marriage).

It is the "standards of living" that must be unconscionably disparate, not just income. "Standards of living" means "how well the respective parties can live based on their respective financial means." *St. Cyr*, 228 Md. App. at 189. Whether a disparity in the standards of living is unconscionable "must be judged, to some extent, against the standard of living established by the parties while they were married." *Roginsky v. Blake-Roginsky*, 129 Md. App. 132, 147 (1999). Regarding the standard of living established during the parties' marriage—the third factor—the trial court found:

> I agree with Ms. [Hochman] to a certain degree that they weren't living high on the hog because there went [sic] a lot of extravagant vacations. They did go on vacations, as evidenced from the pictures. All their cars, they aren't [. . .] really expensive.
>
> It's all relative, [. . .] I think as far as the standard of living, you definitely were above average, living above average in the home that you had, in the pool, the cars, the vacations that you had, I think it was a little bit higher than average.

Here, the trial court found that, while the parties lived an above average standard of living, they "weren't living high on the hog[.]" They did not take "extravagant vacations" or drive "really expensive" cars. The parties spent most of their wealth on investments in real estate, which the trial court ordered sold and proceeds divided equally between the parties. In addition, nearly all of the parties' personal property, with the exception of their individual cars, jewelry, and electronics, was ordered sold and proceeds divided equally. However, this is all that the trial court explicitly found regarding "standards of living."

Most significantly, nowhere in the trial court's ruling was it explained how the standards of living of Ms. Hochman and Mr. Rothell would be "unconscionably disparate" without an award for indefinite alimony. The trial court commits error when it grants indefinite alimony "without explicitly discussing the disparity issue." *Lee*, 182 Md. App. at 287 (citing *Hart v. Hart*, 169 Md. App. 151, 170 (2006)). While the court need not articulate each FL § 11-106(b) factor, it must "discuss how, in the court's opinion, the living standards would be unconscionably disparate absent an award of indefinite alimony." *Id.* at 288. Like our conclusion in *Lee v. Andochick*, "it would have been useful if the court had given us the benefit of its analysis as to how it arrived at the conclusion that, without an award of alimony, the parties' respective standards of living would be unconscionably disparate." *Id.*

In conclusion, the trial court erred in ordering indefinite alimony. We vacate the alimony award and remand so the trial court may reconsider whether an award for alimony is appropriate and, if so, make the appropriate findings. In vacating the alimony award, we must also vacate the trial court's orders regarding marital property and attorney's fees. The court's determination of alimony, monetary awards or property division, and counsel fees requires the same evaluation of the parties' financial circumstances. *St. Cyr*, 228 Md. App. at 198. "The factors underlying such awards are so interrelated that, when a trial court considers a claim for one of them, it must weigh the award of any other." *Id.* (citations and internal quotation marks omitted); *see also Brewer*, 156 Md. App. at 105 ("Because we are vacating the court's alimony award, we must also vacate its monetary award, as any

significant change in alimony requires the court to reassess its monetary award."). Although we are vacating the trial court's award regarding the marital property, we will discuss the parties' arguments on that issue as well to provide guidance to the trial court on remand.

B. Equal Division of Marital Property

Next, Ms. Hochman argues that the trial court abused its discretion when it equally divided all marital property, despite "overwhelming evidence" that "she should have been awarded a disproportionate and greater share of the marital estate." Ms. Hochman asserts that the trial court erred by not properly evaluating the monetary and non-monetary contributions made by each party to the well-being of the family and by finding that the parties were equally at fault for the demise of the marriage.

Mr. Rothell contests that the trial court did not err in equally dividing the marital property, as the court properly assessed the necessary factors pursuant to FL § 8-205(b). Additionally, Mr. Rothell argues that Ms. Hochman simply failed to persuade the trial court of her position.

1. Family Law § 8-205

"[W]hen a marriage is dissolved the property interests of the spouses should be adjusted fairly and equitably, with careful consideration being given to both monetary and nonmonetary contributions made by the respective spouses to the well-being of the family." *Alston v. Alston*, 331 Md. 496, 506 (1993) (citations omitted). While "equitable" division of marital property is required, "equitable" does not necessarily mean "equal." *Id.* at 508.

Accordingly, trial courts should avoid "succumbing to the temptation to divide the marital property equally[.]" *Malin*, 153 Md. App. at 430 (quoting *Alston*, 331 Md. at 508) (internal brackets omitted).

There is a three step process for distributing marital property, which is governed by FL § 8-205. *Hart*, 169 Md. App. at 161. First, the court determines which property is marital property; second, the court determines the value of all marital property; and third, the court considers the various factors in FL § 8-205(b) before formulating its award. *Alston v. Alston*, 331 Md. 496, 498–99 (1993). Marital Property is "any property, regardless of titling, that was acquired by one or both parties during the course of the marriage[,]" excluding "any property acquired prior to the marriage, property acquired by inheritance or gift, property excluded by valid agreement, or property that is directly traceable to nonmarital sources." *Noffsinger v. Noffsinger*, 95 Md. App. 265, 281 (1993) (citing Md. Code Ann., Fam. Law § 8-201(e)).

In determining how to divide the marital property "equitably," the court turns to the FL § 8-205(b) factors for guidance:

> (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) 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.

Md. Code Ann., Fam. Law § 8-205(b).

After consideration of the factors, the court will make an award. An award under FL § 8-205 may include a monetary award, a transfer of ownership of an interest in property specifically listed in FL § 8-205(a)(2),[11] or both. Md. Code Ann., Fam. Law § 8-205(a)(1).

[11] Family Law Article § 8-205(a)(2), reads:

> (2) The court may transfer ownership of an interest in:
> (i) a pension, retirement, profit sharing, or deferred compensation plan, from one party to either or both parties;
> (ii) subject to the consent of any lienholders, family use personal property, from one or both parties to either or both parties; and

Because the court will not transfer ownership of personal or real property individually titled from one party to the other, except as provided in FL § 8-205(a)(2), a monetary award may be necessary to adjust the equities and rights of the parties, when division of marital property by title is inequitable. *Innerbichler v. Innerbichler*, 132 Md. App. 207, 227 (2000); *see also* Md. Code Ann., Fam. Law § 8-202(a)(3).[12] A monetary award is "intended to compensate a spouse who holds title to less than an equitable portion" of marital property. *Id.* (quoting *Ward v. Ward*, 52 Md. App. 336, 339–40 (1982)).

While consideration of the FL § 8-205(b) factors are mandatory, like the FL § 11-106(b) factors of alimony, the court need not "go through a detailed check list of the statutory factors, specifically referring to each, however beneficial such a procedure might be." *Malin*, 153 Md. App. at 429 (citation omitted). In addition, although the factors are not prioritized in any particular way and the weighing or balancing of the factors is left to

---

> (iii) subject to the terms of any lien, real property jointly owned by the parties and used as the principal residence of the parties when they lived together, by:
>
> 1. ordering the transfer of ownership of the real property or any interest of one of the parties in the real property to the other party if the party to whom the real property is transferred obtains the release of the other party from any lien against the real property;
> 2. authorizing one party to purchase the interest of the other party in the real property, in accordance with the terms and conditions ordered by the court; or
> 3. both.

Md. Code Ann., Fam. Law § 8-205(a)(2).

[12] "Except as provided in FL § 8-205 of this subtitle, the court may not transfer the ownership of personal or real property from one party to the other." Md. Code Ann., Fam. Law § 8-202(a)(3).

the discretion of the court, factor eight— how and when specific marital property was acquired and the effort expended by each party in accumulating the marital property—is given considerable weight. *Alston*, 331 Md. at 507.

2. Standard of Review

Similar to alimony, we review the distribution of marital property and the grant of monetary awards "to ensure consideration of the enumerated statutory factors, and for abuse of discretion." *Hart*, 169 Md. App. at 161–62. In the absence of an agreement between the parties, the trial court is given wide deference in its division of marital property and monetary award. *Jocelyn P. v. Joshua P.*, 250 Md. App. 435, 463 (2021). However, the "court's discretion is always tempered by the requirement that the court apply the correct legal standards." *Id.* "[A] failure to consider the proper legal standard in reaching a decision constitutes an abuse of discretion." *Id.* at 463–64 (quoting *Matter of Dory*, 244 Md. App. 177, 203 (2019)); *see also Lemley v. Lemley*, 102 Md. App. 266, 298 (1994) ("Unless the chancellor abuses that discretion or makes a ruling contrary to law, the chancellor's decision must stand on any subsequent appeal.").

3. Analysis

Although we must vacate the trial court's orders related to the marital property in this case because we vacate the alimony award, we cannot conclude that the trial court abused its discretion in distributing the marital property equally. The trial court ordered that Ms. Hochman be awarded use and possession of the marital home and its contents

"until such time as Faith graduates from high school[.]".[13] The money in thirteen bank accounts was ordered to be divided equally between the parties.[14] Eleven real estate properties, along with the marital home upon Faith's graduation, were ordered to be sold and net proceeds divided equally. Mr. Rothell was awarded 50% of Ms. Hochman's five retirement accounts and Ms. Hochman was awarded 50% of Mr. Rothell's two retirement accounts.[15] The trial court ordered that the parties divide equally the cash value, if any, of Ms. Hochman's two life insurance policies and Mr. Rothell's one life insurance policy. The parties' two boats were ordered to be sold and net proceeds to be divided equally. The parties were awarded ownership of the respective vehicles that they currently drove, and Ms. Hochman was awarded ownership of two additional vehicles for the benefit of the daughters, Faith and Francesca. However, the remaining vehicles, including a van and four tractors, were ordered to be sold and net proceeds divided equally. All personal property, and contents located at the marital home upon Faith's graduation, were ordered to be sold and net proceeds divided equally. Each party retained possession and ownership over their jewelry collections, computers, and electronics. Mr. Rothell retained his cameras and

[13] When Faith testified at the trial on April 3, 2023, she was 17 years old and in the 11th grade. By the time the court made its ruling in the case on August 30, 2023, Faith was entering her senior year of high school.

[14] Per the joint Maryland Rule 9-207 Statement concerning marital and non-marital property entered into evidence on April 3, 2023, the bank accounts had a total value minus any deductions of $6,130.

[15] Per the joint Maryland Rule 9-207 Statement concerning marital and non-marital property entered into evidence on April 3, 2023, the total value of Ms. Hochman's retirement accounts minus any liens, encumbrances, or debt was $2,227,647.29, and the total value of Mr. Rothell's retirement accounts was $118,112.30.

photography equipment, and Ms. Hochman was awarded the "Big Green Egg Barbeque." The trial court did not make any monetary awards.

i. Contributions to the Well-Being of the Family

The trial court did not err in finding that all marital property was acquired during the marriage and that while Ms. Hochman was the sole monetary contributor to the family, Mr. Rothell contributed nonmonetarily to the family. In the trial court's ruling on the distribution of marital property, it began considering the FL § 8-205(b) factors, starting with the first factor—monetary and nonmonetary contributions each party made to the well-being of the family—finding that:

> Ms. [Hochman] was the breadwinner, that she was contributing monetarily, most of the marriage, all of the income came from her.
>
> That Mr. Rothell wasn't working from 2002, but then on a nonmonetary side, as his attorney noted, there were a lot of, I want to say chores, tasks, between all of the properties that the parties own, that he was working on. And I believe that was time-consuming.

The trial court later noted that there were several business ventures owned by the parties and found that while Ms. Hochman contributed money to those businesses, Mr. Rothell contributed his time to them. While Ms. Hochman "didn't believe in [the businesses] after a while, [] she certainly was on board with writing the checks to support them."

As it related to the "well-being" of the family, the trial court also found that Mr. Rothell "started to have issues with [the] overuse of alcohol[,] [. . .] which was never dealt with[,]" when the parties started their winery venture.

The trial court then discussed the parties' contributions as it related to the children, finding that although Ms. Hochman was the "breadwinner," she was still very involved in taking care of the children as well. Although Mr. Rothell had not worked since 2002 and stayed home primarily, the trial court did not find him to be a "traditional stay-at-home father." However, the trial court noted, "I think Mr. Rothell was involved, and he was there, at the very least. They were not left alone, unsupervised. He was there to take care of the kids."

On factor two—the value of all property interests of each party—the trial court found that "[a]ll the properties were bought after the parties were married, and the values of them are in the [] joint statement." The trial court also noted that, "there is a lot of property[,]" and if they are divided in half, "each party is going to walk away with over a million dollars, and maybe more."

Similarly, with respect to factor eight—how and when specific marital property was acquired and the effort expended by each party in accumulating the marital property—the trial court reiterated that all the properties "were bought during the marriage, and Mr. Rothell contributed nonmonetarily to the upkeep of these properties, while Ms. [Hochman] was paying for the properties with her income as the sole breadwinner."

In conclusion, the trial court found that Mr. Rothell made nonmonetary contributions to the well-being of the family in the chores and tasks he performed between the parties' many real estate properties, and the fact that he was there to take care of the children when Ms. Hochman was working. Ms. Hochman asserts that the trial court erred

in this finding and by not properly evaluating the monetary and non-monetary contributions made by each party to the well-being of the marriage. However, "[w]hen the trial court's findings are supported by substantial evidence, the findings are not clearly erroneous." *Innerbichler*, 132 Md. App. at 230.

Here, Mr. Rothell testified that he took care of the family's animals, which included dogs, cats, and horses. He maintained the fencing for the horses, the landscaping, the garden and orchard, the pool and hot tub, the house gutters and fireplaces, and was responsible for the removal of snow on the 700 foot driveway. Both daughters testified that their father shared in the responsibilities of caring for them, such as taking them to activities, doctors' appointments, and cooking dinner. Pursuant to the discretionary standard of review that applies here, "we may not substitute our judgment for that of the fact finder, even if we might have reached a different result." *Id.* As such, we conclude that the trial court did not err in finding that Mr. Rothell made nonmonetary contributions to the well-being of the family.

ii. Circumstances that Contributed to the Estrangement

We cannot conclude that the trial court abused its discretion in finding that the parties were equally at fault for the estrangement of the parties or for its overall decision to equally divide the marital property, as fault is but one factor to weigh among many when considering the equitable distribution of marital property. Regarding factor four—the circumstances that contributed to the estrangement of the parties—the trial court first found that Mr. Rothell was "feeling emasculated" in the relationship and he began to abuse

alcohol, which resulted in the development of a "very toxic environment[.]" The trial court further explained:

> I think that not only [Mr. Rothell's] use of alcohol, but this idea that he is not contributing, and he is not really a vital part of the household, is making the relationship deteriorate.
>
> [. . .] I think that both of you are at fault for the [. . .] demise[. . . .] I think that you both contributed to the estrangement of the parties[.]

Additionally, the trial court called into question Ms. Hochman's credibility as it related to her testimony that it was Mr. Rothell's lack of contributions to the relationship and to the family that led to the estrangement of the parties:

> The pictures that are trying to be painted of Mr. Rothell basically being a do-nothing that is starting these businesses that aren't going anywhere, are completely contradicted by these pictures and cards that paint a different picture.
>
> [. . .]
>
> [I]f from 2002 you disagree with him quitting his job, and not getting his retirement, why at that point do you stay in a relationship other than it is somehow working for you?
>
> [. . .]
>
> [I]f he wasn't contributing anything to the relationship, why did you not leave?

The trial court then addressed Mr. Rothell's alleged abuse towards Ms. Hochman and the family during the marriage as a circumstance that contributed to the estrangement of the parties. The trial court stated, because she was educated and had the financial ability, "there was an opportunity for [Ms. Hochman] to seek a way to get out of this relationship if it was in fact [] so horrible, and she didn't take an opportunity to do that." The trial court

continued, stating that "there is no evidence that [Ms. Hochman] sought any kind of help for abuse, that she has ever told that to anyone else. There were no calls made to the police during these incidents." The trial court pointed to the numerous photographs and greeting cards entered into evidence by defense counsel and suggested that the family appeared to be a happy one despite the alleged abuse. Concluding, the trial court found, "it is not making sense. [. . .] [T]hose things really don't add up to me, [. . .] I don't find Ms. [Hochman's] testimony to be credible, given the letters, and the photographs, and the testimony."

While "due regard will be given to the trial judge's opportunity to judge the credibility of witnesses[,]" *Malin*, 153 Md. App. at 430, the trial court here appears to misunderstand the cycle of domestic violence and its potential psychological impact on victims of abuse. Our Supreme Court in *Porter v. State* succinctly explained this cycle in its opinion:

> The psychological impact of repeated intimate partner violence is referred to as battered spouse syndrome. [. . .] [T]he syndrome is a form of posttraumatic stress disorder, and, accordingly, [victims] in abusive relationships respond to the repeated abuse in a manner similar to others who have been repeatedly exposed to different kinds of trauma. They often experience cognitive confusion, high anxiety, and depression.
>
> Battered spouse syndrome is characterized by two main phenomena: a cycle of intimate partner violence and the development of learned helplessness. [There are] three phases in the cycle of violence: (1) the period of tension-building; (2) the acute battering incident; and (3) the period of loving-contrition or absence of tension. [. . .] In cases where the abuse has reached dangerous proportions, the third phase is not readily visible, and although there is some lessening of the tension, the [victim] never feels out of danger. The second phenomena, learned helplessness, occurs when the victim learns that when [they] attempt[] to defend [themselves]—by reaching

> out to others or trying to leave—that [they] will be the victim of more severe violence. In response, [they] determine[] that the most effective short-term method of reducing incidents of violence is to be more subservient.

Porter v. State, 455 Md. 220, 237 (2017) (internal citations and quotations marks omitted). We highlight this to say that, to find a witness not credible is one thing, but to find that abuse did not occur because the victim did not leave the abuser or call the police is another, and the latter is clear error.

Ms. Hochman argues on appeal that the trial court erred by finding that the parties were equally at fault for the circumstances that contributed to the estrangement of the parties and the demise of the marriage. While we adamantly disagree with the trial court's commentary as it relates to the alleged abuse Ms. Hochman experienced and how she reacted to it, the circumstances that contributed to the estrangement of the parties are but one factor when considering the distribution of marital property. Md. Code Ann., Fam. Law § 8-205(b). The factors "are not prioritized in any way," and "weighing of the factors is left to the discretion of the trial court." *Alston*, 331 Md. at 507. Even if the court found one spouse more at fault for the demise of the marriage, it is possible for the trial court to prioritize other factors and weigh those more heavily than fault.

While "fault" is a factor that a judge will "consider as one of the facts and circumstances leading to the dissolution of the marriage or the estrangement of the parties[,]" it is not an "automatic bar to spousal support." *Freedenburg v. Freedenburg*, 123 Md. App. 729, 745–46 (1998). Moreover, the court has a "responsibility to apply their sound discretion to all parties who appear before them, and to weigh the 'fault' as against

the need and any countervailing equities of a party in need of support." *Id.* As such, fault for the estrangement of the parties and demise of the marriage, in and of itself, would not automatically bar a spouse from receiving its equitable share of the marital property. The need for equity may outweigh any fault by a party.

In sum, the "ultimate decision" regarding the distribution of marital property is reviewed under a discretionary standard and we may not reverse such decision "even if we might have reached a different result." *Innerbichler*, 132 Md. App. at 230. The trial court here found that all marital property was acquired during the marriage and while Ms. Hochman was the sole monetary contributor to the family, Mr. Rothell contributed nonmonetarily to the family. We see no error in the trial court's finding here. While we may disagree with the trial court's finding as to the circumstances that contributed to the estrangement of the parties, we cannot conclude that the trial court abused its discretion in its overall decision, as fault is but one factor to weigh among many when considering the equitable distribution of marital property. As such, we cannot conclude that the trial court erred in its FL § 8-205 award. Nonetheless, the trial court will have the opportunity to reconsider the distribution of marital property due to our previous conclusion to vacate the alimony award, as we must also vacate this FL § 8-205 award. *Brewer*, 156 Md. App. at 105 ("Because we are vacating the court's alimony award, we must also vacate its monetary award, as any significant change in alimony requires the court to reassess its monetary award.").

C. Attorney's Fees

Lastly, Ms. Hochman argues that the trial court erred in awarding Mr. Rothell attorney's fees by failing to consider the requisite factors, such as "its other awards in rendering its determination, including its equal division of the marital assets, its alimony award, and its abject failure to address [Mr. Rothell's] child support obligation." Furthermore, after such awards, Mr. Rothell was in "a far better financial position" than Ms. Hochman.

Mr. Rothell counters that the trial court properly considered the financial needs and resources of the parties, including the court's previous award determinations, and that he was justified in prosecuting his claims for alimony and marital property, as he was unemployed for most of the marriage and at the time of the divorce, while Ms. Hochman possessed a retirement account worth over two million dollars and was still employed at the time of the divorce.

Again, due to the interrelated nature of alimony, division of marital property, and attorney's fee awards, we vacate the award for attorney's fees here as well. *See K.B.*, 245 Md. App. at 688; *see also Whittington*, 172 Md. App. at 349 ("The counsel fee award also must be vacated on account of our vacating the alimony and monetary award judgments."). Because the parties' arguments here mirror those previously addressed, we need not address the merits of this issue. The trial court on remand will have another opportunity to consider awarding attorney's fees, if appropriate. *See Ridgeway v. Ridgeway*, 171 Md. App. 373, 386 (2006) (A court may award reasonable attorney's fees "after considering the

financial resources and financial needs of both parties and whether there was substantial justification for prosecuting or defending the proceedings.").

III. CONCLUSION

For the foregoing reasons, we vacate the judgment granting indefinite alimony, equal division of marital property, and attorney's fees, and remand the case for further proceedings consistent with this opinion. We affirm the judgment of absolute divorce.

We conclude that the trial court erred in its alimony award. The court did not make the requisite findings to grant indefinite alimony pursuant to FL § 11-106(c). Most importantly, the trial court failed to make any findings regarding the projected post-divorce standards of living of the parties and whether they would be unconscionably disparate. We vacate the alimony award and remand so the trial court may reconsider whether an award for alimony is appropriate and if so, to make the necessary findings.

While we cannot conclude that the trial court erred when it equally divided all marital property, we nonetheless must vacate the FL § 8-205 award and remand for reconsideration alongside the alimony award. Similarly, we vacate and remand the award for attorney's fees as well. Due to the interrelated nature of alimony, division of marital property, and attorney's fee awards, when we vacate one award, we must vacate all awards and remand for reconsideration. On remand, the trial court may choose to reopen the hearing to consider new evidence to determine the need for alimony and the ability to pay alimony.

JUDGMENT OF THE CIRCUIT COURT FOR CHARLES COUNTY GRANTING INDEFINITE ALIMONY, EQUAL DIVISION OF MARITAL PROPERTY, AND ATTORNEY'S FEES IS VACATED. JUDGMENT OF DIVORCE IS AFFIRMED. CASE REMANDED FOR FURTHER PROCEEDINGS CONSISTENT WITH THIS OPINION. COSTS TO BE PAID BY THE APPELLEE.