UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 1242

September Term, 2015

PAUL D. GRIMM

v.

MARYANN GRIMM

Arthur,
Leahy,
Salmon, James P.
(Retired, Specially Assigned),

JJ.

Opinion by Leahy, J.

Filed: August 17, 2016

Appellant/Cross-appellee, Paul D. Grimm, and Appellee/Cross-appellant, Maryann Grimm, were granted an absolute divorce on April 14, 2004. An agreement between the parties provided, in part, that "[Mr. Grimm] shall pay to [Ms. Grimm], as indefinite and modifiable alimony, the sum of $3,000.00 per month."

In 2014, Mr. Grimm filed what was then his second motion to modify alimony, seeking a reduction of his alimony obligation, in the Circuit Court for Montgomery County. He claimed his income had declined significantly and that Ms. Grimm no longer needed spousal support. Initially, the court denied Mr. Grimm's request; however, following a timely motion to alter or amend pursuant to Maryland Rule 2-534, the court recognized a potential mistake regarding a pension annuity benefit and held additional hearings on the matter. The circuit court ultimately revised the alimony award, and on February 12, 2015, issued an order reducing alimony from $3,000.00 per month to $2,000.00 per month, retroactive to March 2014. Mr. Grimm filed a timely appeal and presents the following questions, which we have reworded slightly:

1) Did the circuit court err in determining that Mr. Grimm failed to prove a material change in circumstances?

2) Did the circuit court abuse its discretion when it refused to admit and consider contemporaneous tax returns evidencing the decrease in Mr. Grimm's income?

3) Was the circuit court clearly erroneous in finding that Ms. Grimm's expenses are reasonable when several expenses were not supported by the evidence?

4) Did the circuit court err and/or abuse its discretion by reducing Mr. Grimm's alimony obligation only by $1,000 per month; and

5) Did the circuit court err in denying Mr. Grimm the opportunity to present evidence on the issue of attorneys' fees and did the court abuse its discretion by ordering Mr. Grimm to pay $45,000 toward Ms. Grimm's attorneys' fees?[1]

In her cross-appeal, Ms. Grimm presents the additional question, "Did the Trial Court abuse [its] discretion by granting Appellant's Motion to Alter or Amend and modifying alimony?"[2]

For the reasons that follow, we find no error or abuse of discretion on the part the circuit court and affirm.

BACKGROUND

After almost 25 years of marriage, the parties voluntarily separated and, on January 16, 2003, Ms. Grimm filed a complaint for limited divorce in the Circuit Court for

[1] As discussed *infra,* on July 28, 2015, the circuit court reduced Mr. Grimm's alimony obligation to $2,000.00 per month and made that reduction retroactive to March 2014. That retrospective change created an overpayment in the amount of $17,000.00 which the court allowed Mr. Grimm to recoup as a credit against $45,000.00 in attorneys' fees he was ordered to pay Ms. Grimm. Thus, the amount of fees recoverable from Mr. Grimm was directly reduced to $28,000.00.

[2] The issues presented by Appellee/Cross-appellant, Ms. Grimm, overlap significantly with those presented by Mr. Grimm. Ms. Grimm's questions as presented in her brief are as follows:

1) Were the Trial Court's findings of fact on February 12, 2015, clearly erroneous?

2) Did the Trial Court abuse [its] discretion by excluding Appellant's 2014 tax returns?

3) Was the award of attorneys' fees an abuse of discretion?

4) Did the Trial Court abuse [its] discretion by granting Appellant's Motion to Alter or Amend and modifying alimony?

Montgomery County. Mr. Grimm filed an answer and counterclaim on February 19, 2003. Both parties submitted financial statements. Following court-ordered mediation, the parties entered into a Separation and Property Settlement Agreement (the "Agreement") on January 27, 2004, which provided, in part:

> 15. Commencing and accounting from January 1, 2004, [Mr. Grimm] shall pay to [Ms. Grimm], as indefinite and modifiable alimony, the sum of $3,000.00 per month, payable in advance on the first day of each month. Any and all alimony payments provided by this Agreement shall continue until the first to occur of the death of either party or the remarriage of [Ms. Grimm].

The Agreement was incorporated, but not merged, into the judgment of absolute divorce entered by the circuit court on April 24, 2004. The court entered an additional order on May 19, 2004, dividing Mr. Grimm's Civil Service Retirement System benefits and ordering that each parties' share be paid to them directly.

At the time of their absolute divorce, Mr. Grimm worked at Van Scoyoc Associates Inc. and his gross monthly wages were approximately $12,500.00. During that same period, Ms. Grimm's gross monthly wages were $2,732.20. The parties' separation and property settlement agreement allocated to Ms. Grimm, *inter alia*, all interest in and proceeds of the sale of the parties home in Rockville; the sum of $1,093,000.00 minus the balance of the account in which the proceeds from the sale of the Rockville property had been deposited; $107,000.00 from Mr. Grimm's IRA stock fund; and a *pro rata* share of Civil Service Retirement System benefits. Per the Agreement, Mr. Grimm received, *inter alia*, all right, title, and interest in the parties' vacation home in Bethany Beach, Delaware, and all right, title, and interest in the property at 8025 Merry Oaks Court, Vienna, Virginia.

Because the parties' two children were already emancipated, no provisions were made for child support.

On November 15, 2005, Mr. Grimm filed a motion to modify alimony which averred:

> 3. That as of August 1, 2005, [Mr. Grimm] is no longer employed by Van Scoyoc Associates, Inc.
>
> 4. That on or about August 1, 2005, [Mr. Grimm] started his own company and is earning significant[ly] less as his company is in the start up phase.
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> 5. That [Ms. Grimm] continues to be gainfully employed and is earning a higher level of income since the parties' separation and divorce.
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> 6. That the parties' agreement specifically provides that [Mr. Grimm's] alimony payment to [Ms. Grimm] is modifiable.

Discovery proceeded, and Ms. Grimm filed a new financial statement on February 28, 2006 and an amended financial statement on May 23, 2006.

On July 26, 2006, in a hearing before a circuit court Family Division magistrate, the parties put an agreement on the record dismissing the requested modification with prejudice and providing that Mr. Grimm would pay Ms. Grimm's attorneys' fees in the amount of $19,452.00. The circuit court entered a consent order on September 7, 2006, approving and incorporating that agreement.

On March 7, 2014, Mr. Grimm filed a second motion to modify alimony. Mr. Grimm averred that modification of alimony was warranted because of material changes in circumstances of alimony, which he quantified as:

9. [Mr. Grimm's] income in 2002 was approximately $359,000.00 and his income in 2003 was approximately $293,000.00. During this time period, [Mr. Grimm] had between 8 and 10 clients on a regular basis.

10. In 2003, [Ms. Grimm] had been working at the Skin Cancer Surgery Center for a little over two (2) years, earning approximately $26,063.29 per year. Prior to that time, but still during the parties' marriage, [Ms. Grimm] had worked for the Federal Government as a career employee for the National Science Foundation.

11. Upon information and belief, [Ms. Grimm] is capable of earning much higher income than $26,063.29 per year given the type of accounting work she performs for the large multi-doctor medical practice she is currently employed by.

* * *

16. [Mr. Grimm's] gross income . . . declined to approximately $99,600 beginning the last quarter of 2013. And continuing through the present.

17. The firm has only one client left and that client is in the middle of a public sale. If that sale is completed in 2014, as anticipated, it is likely [Mr. Grimm] will not be retained by that client.

* * *

21. [Mr. Grimm's] sole sources of income are his one remaining client, his IRA, his Federal Retirement Account and his Social Security.

22. [Mr. Grimm's] income this year will be approximately $99,000.

23. Upon information and belief, [Ms. Grimm's] income has increased since the time the parties entered in the Agreement and were divorced since she has now been working at the Skin Cancer Surgery Center for approximately thirteen (13) years.

24. Upon information and belief, [Ms. Grimm] earns substantial investment income from the $1,200,000.00 in marital assets she received at or about the time of the parties' divorce.

> 25. [Ms. Grimm's] income will increase by $1,000.00 per month when she begins receiving her half of [Mr. Grimm's] Federal Retirement Account which she is eligible for now.
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> 26. Upon information and belief, [Ms. Grimm's] expenses have substantially decreased since the parties entered in the Agreement and divorced as, upon information and belief, [Ms. Grimm] cohabitates with her boyfriend of more than seven years.

Three days later, on March 10, Mr. Grimm filed his 2014 financial statement showing gross monthly wages of $8,300.00; his monthly expenses as $13,006.00; and no other sources of income.

On June 9, 2014, Ms. Grimm filed her opposition to the motion for modification of alimony, arguing that on July 26, 2006, Mr. Grimm had agreed to dismiss his previous motion to modify with prejudice, therefore "[b]ased on *res judicata*, [Mr. Grimm] is . . . estopped from litigating facts that occurred prior to July 26, 2006." Ms. Grimm's opposition also stated:

> 12.. . . that her lifestyle, or living situation, has not changed since 2006. [Ms. Grimm] further states that [Mr. Grimm's] lifestyle has improved, including purchasing additional properties, since 2006.
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> 13. . . . [Ms. Grimm] avers that the income at issue is what the parties earned since 2006 – the last time [Mr. Grimm] attempted to decrease his alimony obligation. On July 26, 2006, [Mr. Grimm] agreed to dismiss his Motion to Modify Alimony . . . with prejudice . . . . As discussed above, [Mr. Grimm] is estopped by *res judicata* from attempting to re-litigate the facts between the parties' divorce and July 26, 2006. In 2006, [Ms. Grimm's] annual gross income was $43,246; [Ms. Grimm's] annual gross income has only increased to $50,280, about $7,000 in the 8 years since then.

Ms. Grimm filed her 2014 financial statement on June 30, 2014, showing gross monthly wages of $4,310.80; income from other sources of $3,935.00; monthly expenses of $7,113.00—resulting in a deficit of $1,009.73 per month.

On January 14, 2015, Mr. Grimm filed an amended financial statement showing a slight reduction in his monthly expenses, to $12,603.00, and listing his total assets including real estate and investment accounts as $3,494,255.00. Ms. Grimm amended her financial statement on January 16, 2015, to show an upward adjustment in her gross monthly wages to $4,541.71 and in her income from other sources to $4,406.00. This reduced her monthly deficit to $643.84. Additionally, Ms. Grimm valued her total assets at $2,009,259.00.

On January 27, 2015, the circuit court held a hearing on the pending motion to modify. At the outset of the hearing, Mr. Grimm acknowledged that, following the dismissal of the 2006 motion, the parties were addressing "a change in circumstances from 2006 to the present time, including the date of [Mr. Grimm's] filing." Regarding the change in circumstances counsel for Mr. Grimm argued:

> It is true that Mr. Grimm's assets have grown, but Ms. Grimm's assets have grown by about $700,000 from the time of the initial base line period of 2006. She has assets of approximately $2 million plus currently, measured against liabilities in the form of, I think, largely mortgage in the amount of $230,200. . . . [B]oth parties have substantial assets in the nature of retirement assets. So, as a result of these factual developments, Mr. Grimm essentially attempted to adjust the situation and ultimately [it] was necessary to file this motion.

At the hearing the circuit court, upon objection, declined to admit Mr. Grimm's 2014 federal tax return and the 2014 return for his business BG4 Properties LLC ("BG4"), both

of which were signed and produced to opposing counsel only the day before. Still, Mr. Grimm testified that in 2014 he paid himself a gross salary from BG4 in the amount of approximately $93,000.00.

Mr. Grimm testified that, as of 2014, he was residing in a condominium in Delray Beach, Florida, which he purchased in 2007. He stated the value of the condominium was "roughly $375,000" offset by a mortgage of approximately $165,000.00. Additionally, Mr. Grimm testified that he also owned a portion of the home in Bethany Beach, Delaware—valued at approximately $1,000,000.00. Although in 2004 he became the sole owner of this property pursuant to the Agreement, on May 8, 2014, he retitled the property, giving one-third ownership to each of his two children and retaining one-third interest for himself. Mr. Grimm said there was no mortgage on that property and that he continued to pay all costs associated with the home. Mr. Grimm stated that he also owned a townhome in Virginia.

Proceedings resumed the following day, January 28. Ms. Grimm acknowledged that according to her financial statement, in addition to her wages in the amount of $4,541.71 per month, she received investment income of around $38,000.00 a year. She also testified that in 2006 she did not have a 401k account for her use but, according to her most recent financial statement, had $171,178.00 in such an account. She also admitted that she had an IRA (valued at $154,000.00 in 2006), which was valued at $241,079.00 at the time of the hearing.

Ms. Grimm presented the testimony of forensic accountant Sharon Gulansky, who was engaged to do an "income reconstruction for Mr. Grimm for approximately three prior years." Regarding Mr. Grimm's historical and prospective income, Ms. Gulansky testified as follows:

> In order to do an income reconstructing [sic], we looked at Mr. Grimm's tax returns from 2007 through 2013 and we were able to verify his W2 wages received from BG4 Incorporated and BG4 Properties LLC. We were able to determine his taxable and tax exempt interest income, dividend income and any pass through income from investments held by year. And then we were also able to have an accumulation of the retirement plan contributions made on his behalf.
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> . . . He was over $400,000 for each 2007, 2009, 2010, 2011, 2012. $380,000 for 2008. And $205,000 for 2013.
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> . . . We projected for 2014 that [Mr. Grimm's] income would be almost approximately $126,000 which included $95,600 of wages for BG4 Properties LLC, $58,600 investment account earnings, the $7,500 of the civil service retirement benefit, and then we reduced the total of that by $36,000 for the alimony payment which arrived at the $125,700.
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> * * *
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> For 2015, we kept his wages from BG4 Properties LLC the same. $95,600. We estimated that he would withdraw $100,000 from his investment accounts. And he would also receive the $7,500 from the civil service. He would start drawing on Social Security in February of 2015. So he would receive $23,400 from that. And then if we take the total, reduce it by the $36,000 for alimony, we have $190,500.

Ms. Gulansky testified that the purpose of the income reconstruction was to reach a determination about Mr. Grimm's income level taking into account *all* source of income

and to calculate a projected income for Mr. Grimm up to age 90. Although she could not predict how Mr. Grimm's actual income from wages might change from year to year, Ms. Gulansky determined that with Mr. Grimm could likely withdraw $100,000.00 per year from his investment accounts until age 90.

Finally, Ms. Grimm argued that she was entitled to an award of attorneys' fees. Ms. Grimm alleged that Mr. Grimm (1) had failed to be forthright regarding his assets and retirement accounts; (2) had provided misleading testimony regarding his business expenses; and (3) had raised unfounded accusations in his pleading that required Ms. Grimm to expend resources deposing a witness to rebut those accusations.

On February 12, 2015, the parties appeared in the circuit court for the court's findings and opinion. The court made the following findings, in pertinent parts:

> There was extensive testimony about Mr. Grimm's finances, in particular about the many personal expenses paid through his business. The court finds that a great number of his personal expenses have been paid through his company over the years, decreasing his personal expenses and his tax liability. . . . The court is not making any finding about the appropriateness tax wise of these deductions, but notes that they have significantly reduced his personal expenses and have assisted in his amassing significant personal wealth.[3]
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> * * *

[3] At the January 27 hearing, the court received numerous exhibits related to Mr. Grimm's retirement accounts and expenses paid or incurred by BG4. Although we decline to revisit the specifics of each exhibit before the court, we note that exhibits included, for example, BG4 partnership tax returns indicating that Mr. Grimm's vehicle was listed property and statements for BG4's business credit card, revealing numerous charges for seemingly non-business expenses such as payment to the Virginia Spine Institute.

Mr. Grimm's financial statement does not include his investment income on the income side of the ledger.

* * *

Mr. Grimm has significant assets, valued by him at $3.4 million dollars. These include the real estate valued at $1.2 million, which excludes the two-thirds value of the Bethany property that he gifted to his children, so roughly $600,000; stocks and investments which are valued at about $160,000; and an individual retirement account at about $2.4 million. That IRA was part of a, well, substantially, initially, a defined benefit plan that he set up in his business which he rolled over into an IRA in 2013. He has various investments totaling $90,000 in other items like cars, furniture, bank accounts, jewelry, and books. According to the Plaintiff's financial experts, Mr. Grimm's real estate and his investment accounts, excluding the BG4 business assets, were estimated to be $3.8 million dollars.

Mr. Grimm has minimal liabilities compared to his assets. He has a $165,000 mortgage on the Florida property. He had as of his financial statement date, about $3,000 balance on his credit card, although he has fairly routinely paid those off on a monthly basis, and a $15,000 note payable to relatives.

Ms. Grimm works for the Skin Cancer Surgery Center. She earns approximately $53,000 a year, that's approximately $4,450 a month in gross salary. She reported additional income of alimony at $3,000 a month and earnings on investments roughly $3,200 a month and a net after tax income of $4,406 per month. Ms. Grimm has assets totaling about $2 million dollars including the value of her home, $848,500 in round numbers in stocks and investments, a 401K in the amount of about $171,000, and profit sharing plan in the amount of $52,000. Her home in Rockville is valued at about $630,000 with a mortgage of $230,000 and that mortgage is her major liability.

* * *

The court examined Ms. Grimm's financial statement from May 2006, which is Mr. Grimm's Exhibit 7, the Defendant's Exhibit 7. The court finds that her financial statement today is substantially similar to that at the time in 2006, let's say, so near the time when the alimony was first awarded. Her monthly expenses increased by about $1,000 related to a number of things that she testified about including refinancing her house and replacing appliances, but her monthly income is also increased by about $1,200 a month over the same period. . . .

* * *

Ms. Grimm's attorney's fees, Plaintiff's Exhibit 56, January 2014 through December 2014, $58,705 in legal fees, $2746 in costs and expert costs $16,500, so the total there is $77,951.

Taking all of the above into consideration, the court must determine in the first instance, whether there has been a material change in circumstances affecting the defendant's ability to pay and/or the Plaintiff's need for alimony. The testimony establishes that Mr. Grimm's business may be on a decline that is permanent in nature. However, his income is not the only factor in the analysis of changed circumstances. He has substantial assets, but more than that, by his actions, he has made it clear that he is able to pay alimony. In the ten months between filing and trial, Mr. Grimm divested himself of two-thirds of the Bethany property, conservatively $600,000, while retaining the full responsibility for upkeep of the property. He also gave his son $28,000 for a country club membership, a sum which is likely about the same as the net after tax cost to him of the $36,000 a year he pays in alimony. Of course, not considering his largess nor his right to bestow these gifts on his children, but the transfers say that he did not need those assets nor the money they represent. In addition, Mr. Grimm has not seen the need to put his CSRS pension into pay status, which he could have done when he was 62. His testimony reflects that he didn't investigate the rules about that pension, even though he was concerned about money such that he sought a reduction in alimony. His decision on the pension, which he is entitled to make, also impacts Ms. Grimm since her share is dependent on his election. The inference that must be drawn is that Mr. Grimm didn't need the money.

Finally, Mr. Grimm has not changed his standard of living nor is there any evidence from which to determine that he plans to do so. As for Ms. Grimm, her financial statement and testimony support her need for continued alimony. The court notes that her calculation of income includes the use of her investment income, and I said this before, but while Mr. Grimm's does not. So he has resources he can use if he deems it necessary to supplement his income, or not, if he elects. These are choices that can be made but the consequences of the choices have to be accepted. Does this mean that Mr. Grimm must work forever or pay alimony forever? No, but he had the burden to prove the change in circumstances material to his ability to pay alimony. A change in his circumstances alone is not sufficient. He did not meet his burden. Court finds at this time there are no changes in circumstances material to Mr. Grimm's ability to pay alimony nor in Ms. Grimm's need for same.

Regarding Ms. Grimm's request for attorneys' fees, the circuit court examined the factors enumerated in Maryland Code (1984, 2012 Repl. Vol.), Family Law Article ("FL"), § 11-110 and determined that (1) "[e]ach party was justified in pursuing the relief they sought"; (2) Mr. Grimm has at least twice the assets Ms. Grimm has and was more able to pay; and (3) Ms. Grimm's fees were well within the range of customary and reasonable legal fees.

The circuit court entered an order denying Mr. Grimm's motion for modification and directing Mr. Grimm to pay $45,000.00 in attorneys' fees directly to Ms. Grimm's counsel, Meiselman & Helfant, LLC, on February 26, 2015.

On March 9, 2015, Mr. Grimm filed a motion to alter or amend the circuit court's February 26 order.[4] Mr. Grimm argued that the circuit court erred in its determination that there were "no changes in circumstance material to [Mr. Grimm's] ability to pay alimony

[4] The deadline for this ten-day motion fell on Sunday March 8, 2015. Thus, the motion was timely filed the next day the Court was open, March 9. Pursuant to Rule 8-202(c) a timely post-judgment motion filed pursuant to Rule 2-532, 2-533, or 2-534, tolls the time for filing a notice of appeal until there is "(1) a notice withdrawing the motion or (2) an order denying a motion pursuant to Rule 2–533 or disposing of a motion pursuant to Rule 2-532 or 2-534." *See also Martino v. Arfaa*, 169 Md. App. 692, 702 (2006) ("because that motion was filed within ten days after entry of the judgment on the docket, Rule 8-202(c) provides that the time for Martino to file a notice of appeal was extended until 30 days after disposition of the motion." (citation omitted)) *Cf. Furda v. State*, 193 Md. App. 371, 377 n.1 (2010) ("Pursuant to Md. Rule 8-202(a), a notice of appeal must be filed within 30 days of the entry of the order or judgment from which the appeal is taken. However, a motion to exercise revisory power will not toll the time for filing an appeal unless the motion is filed within ten days of the judgment or order."). Mr. Grimm's August 10, 2015 notice of appeal was timely as to both the February 12 and July 31, 2015 orders of the circuit court.

nor in [Ms. Grimm's] need for alimony." Mr. Grimm maintained that the court was incorrect in its factual determination that Mr. Grimm's CSRS pension was not in pay status because Mr. Grimm testified that he had put the pension into pay status and "[u]nbeknownst to [Mr. Grimm], he and [Ms. Grimm] had already received a partial payment[.]" Mr. Grimm further argued that the circuit court erred in calculating both parties' income, expenses, and assets. Additionally, Mr. Grimm argued that the attorneys' fees incurred by Ms. Grimm were "largely unnecessary" and that he was never "given an opportunity to present evidence regarding the necessity of [Ms. Grimm's] attorneys' fees." On March 27, 2015, Ms. Grimm filed an opposition to the motion to alter or amend.[5]

On June 10, 2015, the circuit court heard argument on the status of the CSRS entitlement and attorneys' fees. At the close of that hearing the court issued a ruling from the bench:

> Where we are here is they were entitled to that retirement fund when we were here. He had not put it into pay status. That was what I believed was the case, based on what I could see. But it wasn't true.
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> * * *
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> There was, there is information that was available at the time of trial, [that] for whatever reason was not presented by whomever it wasn't presented by. And here we are, and the reality is that they both have more money now. And it is a slightly different picture, and so I don't know whose fault it is. I don't know that it matters whose fault it is. It's the reality. And so with all due respect, this takes longer than you think it does to come up with an opinion and what to say about it, and all the rest of it. So while I'd like to

[5] On April 2, 2015, the court entered judgment in favor of Meiselman & Helfant, LLC. in the amount of $45,000.00. The same day, Mr. Grimm requested a stay of enforcement; that request was denied. However, following a June 10, 2015 hearing, execution of that judgment was stayed pending a further order.

> say that I can do this by tomorrow, it's highly unlikely, and so it probably will be at least a week, maybe more than that, before I can rule. But I intend to rule. I understand the facts. . . .

A few days later, on June 15, the circuit court ordered a stay of the execution of the judgment for attorneys' fees, pending a further order.

On July 28, 2015, the circuit court held a further hearing and made an oral ruling. The court made findings of fact regarding each of the alimony factors listed in FL § 11-106 (reproduced in the Discussion *infra*). Thereafter, the circuit court granted in part the motion to alter or amend. Notwithstanding its finding that there continued to be an "unconscionable disparity between [the parties] in terms of their resources . . . assets, and . . . lifestyle[,]" the court reduced Mr. Grimm's alimony obligation to $2,000.00 per month and made that reduction retroactive to March 2014. The circuit court then observed that retrospective change created an overpayment in the amount of $17,000.00 which should be recouped as a credit against the award of attorneys' fees. Thus, the court reduced the award of fees recoverable from Mr. Grimm directly to $28,000.00.

On July 31, 2015, the circuit court vacated its earlier orders dated February 12, 2015; April 2, 2015; and June 10, 2015. The circuit court's July 31 order also granted Mr. Grimm's motion in part, as articulated by the court in its oral ruling, and entered judgment against Mr. Grimm in the amount of $28,000.00, in favor of counsel for Ms. Grimm.

Mr. Grimm filed a timely notice of appeal on August 10, 2015. Ms. Grimm noted her cross-appeal on August 28, 2015. Additional facts will be provided as the discussion requires.

DISCUSSION

I.

Material Change of Circumstances

Mr. Grimm argues that the circuit court's February 12 finding that he had not met his burden to prove a material change in circumstances was "completely contrary to the uncontroverted evidence that Mr. Grimm's income has decreased significantly and Ms. Grimm's income has increased significantly, demonstrating that Ms. Grimm no longer needs alimony and Mr. Grimm can no longer afford to pay alimony." Mr. Grimm maintains that the evidence also showed that Ms. Grimm's expenses had decreased. Mr. Grimm asserts that his own salary, through his lobbying firm BG4, was significantly reduced due to the declining economy and that his BG4 salary is "his only source of income." He argues that Ms. Grimm's current income—including her salary, investment income, and alimony—exceeds his own net income.

Ms. Grimm argues that in the 2004 Agreement the parties both consented to indefinite alimony and "acknowledged that the 'respective standards of living of the parties [were and would continue to] be unconscionably disparate.'" (Alteration in original). She maintains that this understanding was again affirmed in 2006 when Mr. Grimm dismissed with prejudice his first motion to modify. Ms. Grimm maintains that the circuit court properly analyzed both parties' financial statements and supporting documents and concluded that (1) Ms. Grimm had a continuing need for alimony, and (2) there had been no material change in Mr. Grimm's ability to pay alimony. Ms. Grimm also points to the

circuit court's observations that "Mr. Grimm had not changed his standard of living," and "he has resources he can use if he deems it necessary to supplement his income, or not, if he elects."

Pursuant to Maryland Rule 8-131(c), "[w]hen an action has been tried without a jury, the appellate court will review the case on both the law and the evidence. It will not set aside the judgment of the trial court on the evidence unless clearly erroneous, and will give due regard to the opportunity of the trial court to judge the credibility of the witnesses." Further, "[w]e will not disturb an alimony determination 'unless the trial court's judgment is clearly wrong or an arbitrary use of discretion.'" *Ridgeway v. Ridgeway*, 171 Md. App. 373, 383-84 (2006) (quoting *Blaine v. Blaine,* 97 Md. App. 689, 698 (1993), *aff'd,* 336 Md. 49 (1994)). Just as with the original alimony award, the circuit court's "decision on the question of modification . . . is left to the sound discretion" of the court. *Cole v. Cole*, 44 Md. App. 435, 439 (1979).

Under FL § 11-107(b), either party to an alimony award may petition the court to "modify the amount of alimony awarded as circumstances and justice require." The requesting party "must demonstrate through evidence presented to the trial court that the facts and circumstances of the case justify the court exercising its discretion to grant the requested modification." *Langston v. Langston,* 366 Md. 490, 516 (2001). Thus, the court may modify an alimony award "if there has been shown a material change in circumstances that justify the action." *Lieberman v. Lieberman,* 81 Md. App. 575, 595 (1990) (citation and internal quotation marks omitted). *See also Cole*, 44 Md. App. at 439 (citations

omitted) ("It is, of course, well settled in this State that a court of equity may upon a proper petition to do so modify a decree for alimony or child support at any time if there has been shown a material change in circumstances that justify the action.").

In *Lott v. Lott*, this Court recognized that one of the most common grounds for seeking modification of a decree of alimony is "that there has been a substantial change in the financial condition of the husband or wife since the decree was entered." 17 Md. App. 440, 446-47 (1973) (citation omitted). The court acknowledged that a substantial increase in one party's income "is an important factor in determining whether to modify a decree for alimony or maintenance." *Id.* at 447 (citation omitted). Likewise, a substantial decrease is also a factor appropriate for consideration by the court. However, the Court in *Lott*, noted that "there are no fixed formulas or statutory mandate[s]" for determining when such a change is "substantial." *Id.* Moreover, the determination of whether a change in income is sufficient to justify a modification of the alimony award should be made by viewing any change in circumstances within the context of the principles applied in the original alimony award. *See id.* ("Whether or not an increase is justified in such a situation, however, is to be determined by an application to the changed conditions of all the relevant principles that are applied in fixing the amount of the original award of alimony." (footnotes omitted)).

In the present case, Ms. Grimm's gross monthly wages increased from $3,297.00 in 2006 to $4,451.71 in 2015. However, Ms. Grimm's expenses also increased during that time, and, even including alimony payments and investment income, her 2014 financial

statement reveals a deficit of approximately $650.00 per month. Regarding Mr. Grimm's argument that certain expenses listed by Ms. Grimm were not supported by the evidence, we note that the circuit court had ample evidence before it to make a determination regarding Ms. Grimm's reasonable expenses and found those expenses to be in line with what was reported on her current financial statement. We cannot say that the court's determination, supported by credible evidence in the record was clearly erroneous. Further, as the circuit court noted, "[Ms. Grimm's] financial statement and testimony support her need for continued alimony."

Mr. Grimm's 2005 financial statement listed his gross monthly wages as $12,500.00. His 2015 amended financial statement provides that his gross monthly wages had declined to $8,300.00. However, during that same period his monthly expenses, as listed on his financial statement, also fell by $7,324.00 (from $19,927.00 to $12,603.00). Nevertheless, after receiving evidence and extensive testimony, the circuit court noted that "Mr. Grimm has not changed his standard of living nor is there any evidence from which to determine that he plans to do so." Further, the circuit court observed that Mr. Grimm had not included investment income in his financial statement; that many of Mr. Grimm's personal expenses were paid through his business; and that Mr. Grimm has minimal liabilities compared to his assets. Additionally, the court found that Mr. Grimm's actions regarding certain substantial assets—divesting himself of two-thirds of the Bethany property—warranted the inference that "Mr. Grimm didn't need the money."

Reviewing the record, including the parties' own financial statements and records, we perceive no clear error in the court's findings on February 12, 2015. Although both parties possess significant assets, the circuit court did not abuse its discretion in determining that at that time there had been no material change in circumstances affecting either Mr. Grimm's ability to pay alimony or Ms. Grimm's need for continued support. We agree with the circuit court's observation that "[Mr. Grimm's] income is not the only factor in the analysis of changed circumstances."

II.

Exclusion of Mr. Grimm's 2014 Tax Returns

Mr. Grimm asserts that the circuit court abused its discretion by refusing to admit Mr. Grimm's 2014 tax return. He argues that those tax returns were "the most reliable piece of evidence regarding Mr. Grimm's income." Mr. Grimm argues that the 2014 return was made available to the court and to Ms. Grimm as soon as practicable, and that Ms. Grimm would have suffered no prejudice by allowing the 2014 tax returns into evidence.

Ms. Grimm maintains that Mr. Grimm only provided his 2014 personal and business tax returns "a little over 18 hours before trial," and that "supporting documents for fourth quarter 2014 were not produced at all." She argues that this was a substantial disclosure violation and that she was not provided sufficient time before trial to analyze the tax returns. Thus, she asserts that the admission of the late-produced tax returns would result in substantial prejudice.

We review a trial court's finding of a discovery violation under the clearly erroneous standard. *See Klupt v. Krongard,* 126 Md. App. 179, 193 (1999) ("When reviewing the circuit court's imposition of sanctions for discovery abuse, we are bound to the courts factual findings unless we find them to be clearly erroneous."). We review the granting of a motion for discovery sanctions for abuse of discretion. *Saxon Mortg. Servs. v. Harrison,* 186 Md. App. 228, 252 (2009). Moreover, "[o]ur scope of review is narrow and our function is not to substitute our judgment for that of the fact finder, even if we might have reached a different result." *Klupt,* 126 Md. App. at 193.

"The Court of Appeals has identified five factors ("*Taliaferro* factors") that a trial court must consider when exercising its discretion to exclude evidence disclosed in violation of the discovery rules[.]" *Joyner v. State*, 208 Md. App. 500, 524 (2012) (citation omitted). The *Taliaferro* factors are as follows:

> (1) whether the disclosure violation was technical or substantial;
> (2) the timing of the ultimate disclosure;
> (3) the reason, if any, for the violation;
> (4) the degree of prejudice to the parties respectively offering and opposing the evidence;
> (5) whether any resulting prejudice might be cured by a postponement and, if so, the overall desirability of a continuance.

Taliaferro v. State, 295 Md. 376, 390-91 (1983). This court has also "recognized that these factors often overlap and therefore 'they do not lend themselves to compartmental analysis.'" *Joyner*, 208 Md. App. at 524-25 (quoting *Storetrax.com, Inc. v. Gurland,* 168 Md. App. 50, 89 (2006)).

Applying the *Taliaferro* factors to the present case, we note that the violation was not merely a technical violation of the scheduling order. *Cf. Maddox v. Stone*, 174 Md. App. 489, 501 (2007) ("The scheduling order is not meant to function as a statute of limitations, and good faith substantial compliance with the scheduling order is ordinarily sufficient to forestay a case-ending sanction."). The scheduling order in this case provided that the deadline for discovery to be completed was December 30, 2014 and stated that "EXCEPT FOR IMPEACHMENT OR REBUTTAL PURPOSES, NO UNDISCLOSED DOCUMENTS OR WITNESSES SHALL BE INTRODUCED AT TRIAL." Nevertheless, Mr. Grimm attempted to place into evidence a document relevant to the heart of this matter (his financial circumstances) a mere 18 hours prior to trial. As the circuit court made clear in that hearing, no one was "criticizing the reality that [a party] wouldn't ordinarily have a tax return for 2014 in January of 2015, but, that said, you can't just assume that it's okay to have it be admitted when the other side didn't have any opportunity to look at it and figure out what's in it and what's not in it."

Additionally, the prejudice to Ms. Grimm resulting from the last-second disclosure is apparent. As she points out in her brief, Ms. Grimm deposed Mr. Grimm's accountant regarding his income from 2006 to 2013 in preparation for trial, and she was prepared and able to examine him at length regarding those periods of time. However, no such opportunity existed regarding the late-produced 2014 return. The trial court also recognized this difficulty and stated:

> The reality of discovery is it's supposed to provide preparation. If [the 2014 tax return] wasn't going to be ready today, you know, we could have tried it

> another time. But here we are and I don't think we can proceed on the documents that were provided by your client as a result of efforts made over the weekend, without criticizing his efforts. That still doesn't make it admissible here in a fair balance of my need to know and [Ms. Grimm's] need to have the documents so they can cross.

Regarding Mr. Grimm's argument that he made the 2014 return available as soon as he had it, the court stated:

> But that doesn't mean that what you get after you're finished with [] discovery production comes in, because you didn't have it before. That's just not how this works. It has to be, if we're going to have discovery, that everybody gets a chance to see it before we get here. That's the reality.
>
> * * *
>
> . . . [I]f [a postponement was] what you needed, that's what you should have done. If you knew you needed these and they had to be part of the record for you to get where you needed to go, then perhaps that's what should have happened. . . .

Here, it is clear that the circuit court considered the proper factors in exercising its discretion to exclude Mr. Grimm's late-disclosed 2014 tax returns. The court was not clearly erroneous in its finding that the disclosure a mere 18 hours before the dispositive hearing was a discovery violation, nor did the court abuse its discretion in determining that the late-disclosed documents should be excluded.

III.

Attorneys' Fees

Mr. Grimm argues that the circuit court abused its discretion when it ordered Mr. Grimm to pay $45,000.00 towards Ms. Grimm's attorneys' fees. He maintains that many of the fees incurred by Ms. Grimm "were largely unnecessary and included a self-indulgent witch hunt." He asserts that the court erred by not allowing him the opportunity to present

evidence regarding the "reasonableness and necessity of Ms. Grimm's attorneys' fees." Further, he argues that the court erred by preventing him from presenting evidence regarding "settlement negotiations between the parties in the event the Court was going to consider awarding attorneys' fees."

Ms. Grimm maintains that the trial court properly analyzed attorneys' fees in light of FL § 11-110. She argues that Mr. Grimm was presented with "plenty of opportunities to challenge attorneys' fees" and that costs incurred in preparation to oppose Mr. Grimm's motion for modification of alimony—including fees for her expert witness in forensic accounting—were necessary and reasonable. She points to the circuit court's observation that "this is a very significant case for both of these parties, but Ms. Grimm's counsel had to do a lot of work collecting and then presenting information that, I guess I could say, was perhaps not as easy to get as it might have been." Finally, Ms. Grimm argues that evidence regarding settlement negotiations was properly excluded.

We review the circuit court's fee award for abuse of discretion, "determined by evaluating the judge's application of the statutory criteria . . . as well as the consideration of the facts of the particular case." *Petrini v. Petrini*, 336 Md. 453, 468 (1994). Pursuant to FL § 11-110, in an alimony proceeding the circuit court "may order either party to pay to the other party an amount for the reasonable and necessary expense of prosecuting or defending the proceeding," including: (1) suit money; (2) counsel fees; and (3) costs. FL § 11-110(c) requires that, before ordering such payment, the court must consider "(1) the financial resources and financial needs of both parties; and (2) whether there was

substantial justification for prosecuting or defending the proceeding." Further, the court should "consider and articulate the parties' resources and needs." *Ridgeway, supra*, 171 Md. App. at 386 (citing *Blake v. Blake,* 81 Md. App. 712, 730 (1990)).

In the present case, Ms. Grimm requested attorneys' fees in her June 2014 answer to Mr. Grimm's motion to modify alimony. From that point forward, Mr. Grimm had the opportunity to present to the court such information as he deemed necessary to allow the court to fairly determine the issue. The issue was again raised at the January 28, 2015 hearing; however, Mr. Grimm's presentation focused on the parties' respective financial circumstances with regard to the motion to modify. Mr. Grimm did not, at that time, seek to offer evidence regarding the "reasonableness or necessity" of the fees incurred by Ms. Grimm in defending against the modification. On February 12, 2015, when the court held a hearing to announce its findings and opinion, including its detailed findings regarding the award of attorneys' fees, Mr. Grimm did not object that he had not been given the opportunity to present evidence. We do not construe Mr. Grimm's failure to produce evidence favorable to him regarding attorneys' fees as a denial of the opportunity to do so on the part of the circuit court. Rather, the circuit court proceeded based on the evidence presented by the parties after giving ample opportunity to both parties.

Regarding the factors enumerated in FL § 11-110, the circuit court stated:

> The first is financial resources of each party and I've detailed my findings about that. Mr. Grimm has at least twice the assets Ms. Grimm has, he has historically and presently earned well more than she does. Each party's needs, the plaintiff that would be Ms. Grimm, has been living modestly since their divorce, but comfortably. Ms. Grimm discussed cutting back on entertainment and vacations in order to pay for legal fees. Mr. Grimm appears

> to have routed at least some portion of his attorneys' fees through his business, consistent with his practice of deducting expenses that appear to be personal expenses as though they were business expenses.
>
> And then finally, whether there was substantial justification for bringing the suit, I've already addressed this, I think both parties were justified in their pursuits.

Regarding the reasonableness of the attorneys' fees incurred by Ms. Grimm, the court looked to Maryland Rules of Professional Conduct, Rule 1.5. The court found that Ms. Grimm's counsel spent a great deal of time and energy "researching and preparing a very thorough case[,]" and that the fees charged by Ms. Grimm's counsel were "well within the range of customary and reasonable."

It is clear from the record that the circuit court considered the necessary factors in making the determination to award partial attorneys' fees to Ms. Grimm in the amount of $45,000.00. Here, the court applied the appropriate statutory criteria and considered the unique facts of the case; accordingly, the court did not abuse its discretion in awarding attorneys' fees. *See Petrini,* 336 Md. at 468.

IV.

Mr. Grimm's Motion to Alter or Amend

On March 9, 2015, Mr. Grimm filed a motion to alter or amend the circuit court's February 26 order, arguing in part that the court was incorrect in its factual determination that Mr. Grimm's CSRS pension was not in pay status because Mr. Grimm testified that he had put the pension into pay status and "[u]nbeknownst to [Mr. Grimm], he and [Ms. Grimm] had already received a partial payment[.]" On cross-appeal, Ms. Grimm argues that, at trial, Mr. Grimm claimed that he had filed for CSRS benefits but provided no date

or corroborating evidence. Thus, she argues that Mr. Grimm's motion to alter or amend, asking the court to admit "newly discovered" evidence regarding the CSRS benefits, cannot be granted where that evidence was unavailable due to Mr. Grimm's own failure to introduce such evidence in the earlier proceeding.

Maryland Rule 2-534 provides:

> In an action decided by the court, on motion of any party filed within ten days after entry of judgment, the court may open the judgment to receive additional evidence, may amend its findings or its statement of reasons for the decision, may set forth additional findings or reasons, may enter new findings or new reasons, may amend the judgment, or may enter a new judgment. A motion to alter or amend a judgment may be joined with a motion for new trial. A motion to alter or amend a judgment filed after the announcement or signing by the trial court of a judgment but before entry of the judgment on the docket shall be treated as filed on the same day as, but after, the entry on the docket.

Regarding a motion to alter or amend "the discretion of the trial judge is more than broad; it is virtually without limit." *Steinhoff v. Sommerfelt*, 144 Md. App. 463, 484 (2002). Thus, an order granting a motion to alter or amend judgment is ordinarily reviewed under the abuse of discretion standard. *Prince George's Cnty. v. Hartley*, 150 Md. App. 581, 586 (2003). Unlike the 30-day motion to invoke the court's revisory power pursuant to Rule 2-535, no showing of fraud, mistake, irregularity, newly discovered evidence, or clerical mistake is necessary to allow the court to alter or amend the judgment under Rule 2-534. *See also Tierco Maryland, Inc. v. Williams*, 381 Md. 378, 398 (2004) (interpreting Md. Rule 2-532, but explaining that Rule 2-534 accords trial courts wide discretion to open a judgment to receive additional evidence, and amend or alter the judgment and findings).

On June 10, 2015, the circuit court heard argument regarding the motion to alter or amend and the status of the CSRS entitlement. Pursuant to Rule 2-534, "the court may open the judgment to receive additional evidence, may amend its findings or its statement of reasons for the decision, may set forth additional findings or reasons, may enter new findings or new reasons, may amend the judgment, or may enter a new judgment." Indeed, the Court of Appeals has observed that Rule 2-534 is a vehicle by which a party may "br[ing] to light additional evidence that may cause the trial judge to enter a different, more appropriate judgment." *Renbaum v. Custom Holding, Inc.*, 386 Md. 28, 45-46 (2005).

At the close of that hearing the court observed that it had been mistaken regarding the CSRS benefit; that "the reality is that [both parties] have more money now[;]" and that some of the court's considerations regarding the financial decisions made by the parties surrounding the CSRS benefits may have been incorrect. We cannot fault the circuit court for its willingness to acknowledge that it had been mistaken regarding the CSRS benefit, regardless of where the blame for that mistake might lie. Accordingly, the circuit court did not abuse its broad discretion in exercising its revisory power under Rule 2-534.

V.

Reduction of the Alimony Award

Mr. Grimm argues that the circuit court abused its discretion by reducing Mr. Grimm's alimony obligation by *only* $1,000.00 per month. He maintains that the circuit court "gave no explanation as to how it arrived at its determination that an unconscionable disparity remains between the parties." Mr. Grimm asserts that his ability to earn income

is now "on equal footing with Ms. Grimm's ability," and that Ms. Grimm is now receiving $2,000.00 per month "based on Mr. Grimm's past earning for which she already received compensation in the form of a division of the parties' marital assets."

If the adage that the sign of a good settlement or resolution is when both parties walk away unhappy, then this case proves the point because Ms. Grimm also disputes the court's reduction of the alimony award. She argues that there was "no evidence about whether and to what extent receipt of the CSRS benefits impacted either party." Thus, she maintains that the court's reconsideration of the parties' economic circumstances, including consideration of the CSRS benefits was error.

At the June 10, 2015, hearing, the court questioned Mr. Grimm's counsel about the amount of monthly CSRS benefit received by each party. Counsel for Mr. Grimm proffered that Mr. Grimm received $1,005.54 per month, with a further $81.76 withheld in taxes. However, counsel for Ms. Grimm disputed this amount and stated:

> According to the April 17 document that was attached to our pleading, from the Office of Personnel Management, Sylvester Blackson, first I want to make sure Your Honor knows that Mr. Blackson indicated to us just yesterday, and we contacted your office to let you know, that he's available to testify if you'd like to hear from him. The total amount, Your Honor, according to his April 17, 2015 letter, your spouse, your former spouse's self-only annuity benefit of 2,187 provides for an 880.70 monthly payment to you. So if we do 2,187 minus 880, you get 1,307. I'm not sure where [Mr. Grimm's counsel] gets his numbers, because we don't have that document. But that's the document we do have, that is the one our client received and produced for this court.

It was that number, $880.70 per month—proffered by Ms. Grimm's counsel and supported by an exhibit attached to Ms. Grimm's pleading—that the court used in revisiting its calculations regarding alimony.

As noted above, whether a modification to a decree of alimony is warranted is to be determined by an application of the relevant principles that are applied in fixing the amount of the original award of alimony. *See Lott*, 17 Md. App. at 447. In the present case, the circuit court properly returned to consideration of FL § 11-106(c), which provides:

> *Award of indefinite period.*—The court may award alimony for an indefinite period, if the court finds that:
>
> (1) due to age, illness, infirmity, or disability, the party seeking alimony cannot reasonably be expected to make substantial progress towards becoming self-supporting; or
>
> (2) even after the party seeking alimony would have made as much progress toward becoming self-supporting as can reasonably be expected, the respective standards of the parties would be unconscionably disparate.

The factors enumerated in FL § 11-106(b) 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.

Regarding the alimony factors listed in FL § 11-106, the court made the following findings at the conclusion of the hearing on July 28, 2015:

> (1) "[Ms. Grimm] is able to be mostly, but not entirely self-supporting."
>
> (2) "[Ms. Grimm is] nearly 60 years old. I believe has made all the progress she's likely to make in terms of economic support at this time."
>
> (3) "[T]heir standard of living during the marriage was very comfortable, and until relatively recently that standard of living remained Mr. Grimm's standard of living.
> Ms. Grimm's standard of living changed when the parties divorced, which isn't to say that she lived an uncomfortable life, but not at the level she had lived when the parties were married."
>
> (4) "The parties were married for 26 years."
>
> (5) "Contributions monetary and non-monetary to the family well-being. I don't have detailed testimony about this. . . . The testimony I do have indicates that Mr. Grimm was the primary wage earner during the marriage and that the parties have two grown children."
>
> (6) "There was really no testimony about the circumstances that contributed to the estrangement."

(7) "Mr. Grimm is 66. Ms. Grimm will be 60 in September of 2015."

(8) "Physical and mental condition. Again, I didn't have a lot of testimony about it, but each appear to be in good health, and I didn't have any evidence to the contrary."

(9) "[Mr. Grimm] has the ability to pay support, and that is somewhat dated by the recent commencement of the CSRS pension, and pay status."

(10) "[T]he parties' separation agreement governed the initial distribution of property, and that is where the alimony provision also was made."

(11) "[T]o the extent that [the financial resources and needs of the parties] had changed . . . I made detailed findings about those in the opinion that I gave in February 2015."

Again it is clear that the circuit court demonstrated consideration of the necessary factors. Addressing the $880.70 per month CSRS payment received by Ms. Grimm, the court found that "receipt of the pension annuity represents a change in circumstances affecting the parties' economic circumstances," and "has increased [Ms. Grimm's] ability to be self-supporting[.]" Accordingly, the court exercised its discretion to reduce the monthly alimony award by a similar amount, $1,000.00. However, after making its findings on the record regarding the FL 11-106 factors, the circuit court stated:

> I think there's no question based on the facts that I found, after the January proceeding, that there is an unconscionable disparity between these people in terms of their resources, and, also in terms of their assets, and also in terms of their lifestyle.
>
> * * *
>
> So, while I think that it's true that, in a vacuum, Ms. Grimm can be self-supporting, as that's been interpreted in case law, I think there is an unconscionable disparity that remains between the parties' abilities economically.

We review the trial court's findings of fact under FL § 11-106 under the clearly erroneous standard and the trial court's decision whether to award alimony will not be disturbed unless the court abused its discretion. *Roginsky v. Blake-Roginsky*, 129 Md. App. 132, 143 (1999); *see also Boswell v. Boswell*, 352 Md. 204, 225 (1998) ("[W]hen the reviewing court concludes that the factual findings of the trial court are not clearly erroneous and that sound principles of law were applied, the trial court's decision will not be disturbed unless there has been a clear abuse of discretion." (citation omitted)). We have long recognized that, where a gross inequity will exist even if the dependent spouse is self-supporting, a court may award alimony for an indefinite period pursuant to FL § 11–106(c). *See Bryant v. Bryant*, 220 Md. App. 145, 159 (2014). In this case, the circuit court applied sound principles of law to the facts and evidence before it, and did not abuse its discretion in revisiting the issue of alimony and setting the amount at $2,000.00 per month.

JUDGMENTS OF THE CIRCUIT COURT FOR MONTGOMERY COUNTY AFIRMED.

COSTS TO BE PAID BY APPELLANT.