

Circuit Court for Caroline County
Case No. C-05-FM-20-000161

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 118

September Term, 2021

LAMAR STOKES

v.

CRYSTAL STOKES

Berger,
Wells,
Sharer, Frederick, J.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Berger, J.

Filed: January 18, 2022

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

This case arises out of a divorce action filed in the Circuit Court for Caroline County. On June 15, 2020, Lamar Stokes, appellant, filed a complaint for absolute divorce against his wife, Crystal Stokes, appellee. Mrs. Stokes filed a counter-complaint for absolute divorce. After a hearing on March 12, 2021, the circuit court entered a judgment of absolute divorce in favor of Mr. Stokes. The court also ordered that Mr. Stokes transfer his interest in the family home to Mrs. Stokes. This timely appeal followed.

QUESTIONS PRESENTED

Mr. Stokes presents the following questions for our consideration:

- I. Whether the circuit court erred as a matter of law in ordering the transfer of jointly-titled real property without requiring Mrs. Stokes to purchase Mr. Stokes' interest, pursuant to § 8-205 of the Family Law Article.
- II. Alternatively, whether the circuit court abused its discretion by ordering the transfer of jointly-titled real property to Mrs. Stokes without entering a monetary award in favor of Mr. Stokes.

For the reasons set forth below, we shall affirm.

FACTUAL AND PROCEDURAL BACKGROUND

The following facts were adduced at the March 12, 2021 hearing on the parties' complaints for absolute divorce. The parties were married in a religious ceremony on May 30, 2015. They have three minor children together, two of whom were born prior to their marriage and one who was born after the marriage. In September 2018, the parties began to live separate and apart from each other.

At the time of the hearing, pursuant to an order entered in a separate case, the parties' children were in the custody of Mrs. Stokes's mother. Mr. Stokes was living with his sister

in North Carolina. He was employed at Power Secure and earned fourteen dollars an hour. Mrs. Stokes lived at the family home located at 322 Main Street, in Marydel, Caroline County. Prior to 2020, she worked at a Wawa store. At the end of 2020, she obtained a job driving Amish people five days a week. She earned about \$120 a day. She also worked as a driver for Amazon Flex. In 2020, she earned a little more than \$10,000.

The parties had two vehicles during their marriage, a Ford Mustang and a Chevrolet Tahoe. Both vehicles were purchased prior to the parties' marriage and were titled in Mrs. Stokes's name because Mr. Stokes's license had been suspended.¹ Mrs. Stokes testified that she purchased the Mustang in 2006 before she met Mr. Stokes, that she paid the loan for that vehicle, and that Mr. Stokes made one payment of \$250 toward the purchase price. At the time of the hearing, the car loan had been paid in full. Mr. Stokes testified that prior to the marriage, he gave Mrs. Stokes money for the purchase of a 2003 Chevrolet Tahoe that was titled in her name. Mrs. Stokes claimed that prior to their marriage, she and Mr. Stokes purchased the Tahoe together at an auction for \$4,400 and that the vehicle was titled in her name because Mr. Stokes did not have a license. Mr. Stokes testified -- and Mrs. Stokes did not dispute -- that in a prior court proceeding related to a protective order, the court awarded Mr. Stokes use of the Mustang and Mrs. Stokes use of the Tahoe.

At some point prior to their marriage, the parties entered into a rent-to-own agreement with Joseph Hill pursuant to which they agreed to purchase a home located at

¹ At the time of the divorce hearing, Mr. Stokes, who was living in North Carolina, did not have a driver's license. The Mustang was in his possession, but did not have North Carolina tags.

322 Main Street in Marydel, Caroline County, for \$55,000.² The parties acknowledged that at the time they moved into the house it was only partially finished. According to Mr. Stokes, the living room and kitchen were “somewhat done,” all of the other rooms needed drywall, and there were no interior walls on the second floor. Mr. Stokes, his uncle, Mrs. Stokes’s father, and two of Mrs. Stokes’s brothers completed the necessary work over the course of four to five months. Mrs. Stokes’s father gave the couple the materials and supplies for the renovation work as a wedding gift and none of the relatives who worked on the project asked to be paid. Mr. Stokes acknowledged that he did not contribute any money for the home improvements and that all of those costs were covered by Mrs. Stokes’s father.

The parties gave conflicting testimony about the rent payments. Mr. Stokes testified that pursuant to the rent-to-own agreement, they paid Mr. Hill \$1,200 each month. In addition, every “tax cycle,” they paid him about \$10,000 that they received in tax refunds. According to Mr. Stokes, the parties filed their tax returns individually and he claimed the three children as dependents. In 2015, 2016, and 2017, he received “anywhere from Ten to Twelve Thousand” dollars in tax refunds, which he gave to Mrs. Stokes to pay towards the purchase price of the house.

Mrs. Stokes testified that initially about nine people lived in the house including her aunt and uncle, who each paid rent in the amount of \$100 a month, and two other uncles who each paid \$200 a month. The rent-to-own agreement with Mr. Hill required Mr. and

² Mr. Stokes testified that they moved into the home in about 2015. In contrast, Mrs. Stokes testified that they moved into the home in August 2013.

Mrs. Stokes to pay rent in the amount of \$1,000 a month. Mrs. Stokes used the \$400 in rent money received from her two uncles and \$600 from her paycheck from Wawa to cover the \$1,000 rent. In addition, she claimed the children as dependents on her income tax returns.³ In 2015 and 2016, she paid Mr. Hill about \$10,000 that she had received from her tax refund. Mrs. Stokes testified that Mr. Stokes never contributed any money to those payments.

At some point, Mr. Hill reduced the purchase price of the house to \$52,500. There was no evidence presented as to the amount of money paid toward the purchase price prior to the parties' May 30, 2015 marriage. On August 4, 2017, after all of the required payments had been made, Mr. Hill conveyed the property to Mr. and Mrs. Stokes. Mrs. Stokes testified that she paid for the preparation of the deed. The parties stipulated that the value of the marital home is \$76,000.

Mrs. Stokes testified that at all times after the property was conveyed to her and Mr. Stokes, she paid the property taxes. During the marriage, the majority of the household bills were paid with the income Mrs. Stokes earned from her job at Wawa and some of the rent money received from the aunt and uncles living in the home. Mrs. Stokes testified that from 2011 to January 2016, Mr. Stokes worked at a Walmart store. Beginning in March 2016, he worked for a couple of months at a Family Dollar store. Thereafter, he worked at Man Power for about a year.

³ Mrs. Stokes denied that Mr. Stokes claimed the children as dependents on his tax returns prior to their separation, but she acknowledged that he did claim the children as dependents the year after she and Mr. Stokes separated and he moved out of the family home.

Mr. Stokes testified that he paid the electric and cable bills. After the property was conveyed to him and Mrs. Stokes, he paid for a new roof, flooring, and certain appliances, although he could not recall which appliances he purchased. He testified that he claimed the children as dependents on his tax returns and combined his tax refund with some of Mrs. Stokes’s “tax money” to pay for a new tin roof for the family home. Mr. Stokes thought that the roof cost \$20,500, but he did not have any documents relating to that purchase. Mrs. Stokes disputed that testimony and stated that she paid for the new roof, which was installed on March 21, 2019, after Mr. Stokes had moved out. In addition, she and a man named Mr. Collins paid for a new gas furnace and duct work that were installed on January 8, 2021.⁴

Mrs. Stokes testified that Mr. Stokes “drank a lot,” was “belligerent,” and threw things around the house. She caught him on the phone trying to meet other women. There were times when he slept with a knife under his pillow and when Mrs. Stokes walked in the room he would pull the knife on her. He “threatened to kill [her] multiple times.” In 2018, Mrs. Stokes obtained a protective order against Mr. Stokes and he left the home. At that time, there was no mortgage on the family home. Mrs. Stokes paid the property taxes, homeowners insurance, utilities, her car insurance, and child support to her parents. According to Mrs. Stokes, after Mr. Stokes left the home he did not send any money for the upkeep of the property or pay the property taxes. He did, however, send her about \$150

⁴ Documents pertaining to the purchase of the new roof and furnace were admitted in evidence but were not included in the record on appeal.

for vehicle tags and between \$90 and \$100 each month to cover the cost of his automobile insurance.

Mr. Stokes asked the court to order that the family home be sold. Mrs. Stokes objected to that request. She argued that she had no place to go if the court ordered the home to be sold and, although the children were in the custody of her parents, she had had supervised visits with them at the family home. Mrs. Stokes argued that the property should be transferred to her and that Mr. Stokes should not receive any proceeds from the sale of the home because he did not make any contributions except for paying the electric bill when he was living there and the car insurance.

At the conclusion of the hearing, the court found that the 2006 Mustang was not marital property. No determination was made with respect to the Tahoe, although the parties did not dispute that it was non-marital property. The court determined that the family home in Marydel was marital property, that there were no mortgages or liens on the property, and that, by stipulation, the home had a value of \$76,000. In reviewing the provisions of § 8-205 of the Family Law Article of the Maryland Code, the court found, among other things, that neither party had significant assets and that Mrs. Stokes made the largest share of “monetary, non-monetary contributions[.]” The court also found that Mrs. Stokes’s “family was helpful in acquiring the property and . . . that [Mrs.] Stokes is primarily responsible for the acquisition of the property.” The court ruled:

Now, Mr. Stokes may have contributed in some fashion to the acquisition of the property. But it is clear to the Court after fully and fairly considering the testimony that he’s paid little if any towards the maintenance and repairs of the property since he left the property in 2018, and for all intents and

purposes, all that was paid to maintain the property was borne by Ms. Stokes. In fact any amounts paid by Mr. Stokes before and after, the Court believes pales in comparison to that which Ms. Stokes has provided and paid. According pursuant to the provisions of 8-205 the Court is going to order that title be transferred to Ms. Stokes. I guess the best way to do that, [Mrs. Stokes’s counsel] you will be appointed as trustee for purposes of executing the deed. And the Court declines to issue a monetary award. The Court does nonetheless, while it can’t order, recommends that the title to the car be transferred to Mr. Stokes.

DISCUSSION

I. & II.

Appellant contends that, pursuant to § 8-205 of the Family Law Article (“FL”) of the Maryland Code, the court was required to award him compensation for his interest in the family home. Section 8-205 of the Family Law Article provides:

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

(2) The court may transfer ownership of an interest in:

* * *

(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.

In determining the terms of a transfer of interest in real property, the court must consider the factors set forth in FL § 8-205(b), which provides:

(b) The court shall determine the amount and the method of payment of a monetary award, or the terms of the transfer of the interest in property described in subsection (a)(2) of this section, or both, after considering each of the following factors:

- (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.

Appellant argues that the use of the words “purchase the interest of the other party” in FL § 8-205(a)(2)(iii)(2) would have “no meaning” if the transfer of title to a family home “may be accomplished without compensation to the spouse divested of title.” Although he acknowledges that the court must consider the factors set forth in FL § 8-205(b), he maintains that if the factors “do not weigh heavily in favor of one spouse, the trial court should be compelled to give all words of § 8-205(a)(2) meaning to the end that the ‘terms of transfer’ follow title or something closely approximate.”

The second question presented by appellant is similar. He argues that because both he and Mrs. Stokes owned an undivided fifty percent interest in the Marydel property, the court, “[i]n essence, gave [Mrs. Stokes] a monetary award equal to 100% of [his] interest which concomitantly had the effect of awarding [Mrs. Stokes] 100% of the value of all marital property.” He maintains that the circuit court “did not find or otherwise explain that a division of the value of the Marydel property equally between the parties would produce an inequitable result.” Appellant argues:

Given the very limited economic resources of the parties, the trial court may have been concerned that any award to [Mr. Stokes] would necessitate the sale of the Marydel property. While perhaps understandable, that concern, if it existed, produced an impermissibly inequitable result for [Mr. Stokes]. Sale of the property may be the only available option as neither party has the financial wherewithal to ‘purchase’ the equitable interest of the other.

STANDARD OF REVIEW

When dividing property in a divorce case, the circuit court must undertake a three-step process. “First, for each disputed item of property, the court must determine whether it is marital or nonmarital.” *Brown v. Brown*, 195 Md. App. 72, 109 (2010). Marital property is “property, however titled, acquired by 1 or both parties during the marriage.” FL § 8-201(e)(1). “Second, the court must determine the value of all *marital* property.” *Brown*, 195 Md. App. at 109 (italics in original). These two determinations are reviewed under the clearly erroneous standard. *Flanagan v. Flanagan*, 181 Md. App. 492, 521 (2008). “Third, the court must decide *if the division of marital property* according to title would be unfair. If so, the [circuit court] may make a monetary award to rectify any inequity created by the way in which property acquired during the marriage happened to be titled.” *Brown*, 195 Md. App. at 109 (italics in original) (internal quotations marks and citations omitted). In setting a monetary award, a court must consider the factors enumerated in FL § 8-205(b).

The applicable standard of review was set forth in *Flanagan* as follows:

Ordinarily, it is a question of fact as to whether all or a portion of an asset is marital or non-marital property. The value of each item of marital property is also a question of fact. We review the chancellor’s factual findings under the clearly

erroneous standard. An appellate court “will not set aside the judgment of the trial court on the evidence unless clearly erroneous, and will give due regard to the opportunity of the trial court to judge the credibility of the witnesses.”

In contrast, we review the chancellor’s determination of questions of law under a “de novo” standard of review. Moreover, the ultimate decision regarding whether to grant a monetary award, and the amount of such an award, is subject to review for abuse of discretion. Under that standard, “we may not substitute our judgment for that of the fact finder, even if we might have reached a different result” Although our review for abuse of discretion is deferential, “a trial court must exercise its discretion in accordance with correct legal standards.

Flanagan, 181 Md. App. at 521-22 (internal citations omitted).

ANALYSIS

We are not persuaded by Mr. Stokes’s arguments that the circuit court erred in ordering the transfer of the marital home to Mrs. Stokes without requiring her to “purchase” his interest and, alternatively, that the court abused its discretion in failing to enter a monetary award in his favor. The record makes clear that the trial judge followed the required three-step process in determining whether to grant a monetary award. The family home was the sole item of marital property. The court accepted the parties’ stipulation that the marital home had a value of \$76,000, and stated that “obviously one half of the value would be Thirty-Eight Thousand (\$38,000.00).” The court considered the factors set forth in FL § 8-205(b). *See Malin v. Mininberg*, 153 Md. App. 358, 429 (2003) (“[a]lthough consideration of the factors is mandatory[,], the trial court need not ‘go through a detailed check list of the statutory factors, specifically referring to each, however beneficial such a procedure might be’”). The court determined that the largest share of monetary and

non-monetary contributions was made by Mrs. Stokes and that “the economic contributions” weighed in her favor.

Although the court acknowledged that Mr. Stokes “may have contributed in some fashion to the acquisition of the property,” it determined that Mrs. Stokes “was primarily responsible for the acquisition of the property” and that her family was helpful in the acquisition of it. The court also concluded that Mr. Stokes had paid little if any towards the maintenance and repair of the property after he left in 2018 and that those expenses were borne by Mrs. Stokes. The court credited Mrs. Stokes’s testimony. She testified that Mr. Stokes paid the electric bill and for automobile insurance when he lived in the home. She also testified that Mr. Stokes did not contribute to the rent payments, that she paid for the preparation of the deed, that she paid all of the property taxes, which ranged from \$1,100 to \$1,300 each year, that she paid about \$115 per month for homeowner’s insurance, and that the majority of the household bills were paid from her income and some of the rental income. Mrs. Stokes paid the gas, electric, and cable bills, her automobile insurance, and her cell phone bill. She disputed Mr. Stokes’s testimony that he claimed the children as dependents on his tax returns prior to the time he moved out in 2018, and testified that she claimed the children as dependents and used her tax refunds to pay for the family home.

In addition, after Mr. Stokes left the family home, Mrs. Stokes paid for a new roof and, with the help of another man, a new furnace, and duct work. As we already noted, evidence of the cost of those repairs was admitted at the hearing, although the parties failed to provide copies of those exhibits on appeal. The record makes clear that the judge

considered that evidence. For those reasons, the court concluded that an unequal distribution of the sole marital asset was, under the particular circumstances of this case, equitable.

In short, there is nothing in the record before us to suggest that the court abused its discretion in ordering the transfer of Mr. Stokes's interest in the property to Mrs. Stokes and in declining to enter a monetary award in favor of Mr. Stokes. Section 8-205(a)(2) authorized the trial judge to order the transfer of ownership of Mr. Stokes's interest in the property. The provision set forth in § 8-205(a)(2)(iii)(2), which allows a trial judge to authorize one party to purchase the other's interest in real property, was an alternative option that the trial judge elected not to exercise. The court exercised its broad discretion to reach an equitable result in light of the unique circumstances of this particular case. On the record before us, we cannot say that the trial court abused its discretion in ordering the transfer of Mr. Stokes's interest in the family home to Mrs. Stokes or in deciding not to grant a monetary award in favor of Mr. Stokes.

**JUDGMENT OF THE CIRCUIT COURT
FOR CAROLINE COUNTY AFFIRMED.
COSTS TO BE PAID BY APPELLANT.**