

Circuit Court for St. Mary's County
Case No. C-18-FM-22-000189

UNREPORTED*

IN THE APPELLATE COURT
OF MARYLAND

No. 758

September Term, 2024

MATTHEW TITUS

v.

BONNIE TITUS

Berger,
Nazarian,
Ripken,

JJ.

Opinion by Nazarian, J.

Filed: July 15, 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).

The Circuit Court for St. Mary’s County granted Bonnie Titus (“Wife”) and Matthew Titus (“Husband”) an absolute divorce on June 5, 2024. On appeal, Husband challenges the court’s determination of certain property as marital and its decision to order the sale and division of that property without valuing it first. Husband also challenges the court’s decision to deny his request for *Crawford* credits and to award Wife rehabilitative alimony. We hold that the court erred when it ordered the sale and division of the parties’ property without valuing it first, and we vacate the judgment and remand for further proceedings. And because the remaining issues are likely to recur, we address them as well.

I. BACKGROUND

Husband and Wife were married on May 14, 2011. They lived in the marital home together until December 7, 2021, when Wife moved out. Wife believed the separation would be temporary, but Husband soon made clear he wanted a divorce. Wife filed a complaint for an absolute divorce on March 14, 2022, on grounds of adultery, cruelty of treatment, excessively vicious conduct, and separation. Husband filed a counter complaint for absolute divorce on April 22, 2022, alleging desertion. He later filed an amended counter complaint that modified the grounds for divorce to separation for more than a year.

The court held a two-day merits hearing on November 21, 2022 and September 26, 2023.¹ Husband and Wife filed joint statements identifying the property they agreed was marital or nonmarital and the property in dispute. They also filed individual financial

¹ The months-long gap between the two hearing days was the result of discovery issues that are not challenged on appeal.

statements listing their respective incomes and expenses. Both Husband and Wife testified at the hearing and introduced several exhibits into evidence, many of which pertained to the value and ownership of their assets. As the court remarked early on, this was “purely[,] truly [a] property case.”

The parties submitted written closing arguments after the hearing. In her argument, Wife requested a monetary award, attorneys’ fees, and seven years of rehabilitative alimony at \$2,500 per month dating back to April 1, 2022. (Her complaint had sought indefinite alimony). In his closing argument, Husband requested *Crawford* credits to account for his payment of the mortgage on the marital home during the separation. He asked the court to split the money in the parties’ retirement accounts equally and to deny Wife’s request for any further monetary award. He also argued that the court should not grant Wife’s request for alimony but that, if it did, it should award no more than three years of rehabilitative alimony at \$289 per month. Finally, Husband asked the court to deny Wife’s request for attorneys’ fees.

On June 5, 2024, the court filed written findings and an order granting the parties an absolute divorce. The court denied Wife’s requests for indefinite alimony and attorneys’ fees but awarded her seven years of rehabilitative alimony at \$2,500 per month dating back to October 1, 2023. The court denied Husband’s request for *Crawford* credits. The order does not mention a monetary award explicitly, but the court ordered that the proceeds of the sale of the marital home—to which the parties had stipulated—and the sales of the parties’ vehicles—to which they hadn’t—would go towards the marital debt and that the

parties would split the remainder (if any) equally. The court also awarded Wife a 50% share in Husband’s investment accounts and awarded each party 50% of the value of all their retirement accounts on an if, as, and when basis. And the court divided Husband’s Navy Federal Credit Union (“NFCU”) savings account and Money Market account equally but ordered that the remaining bank accounts would remain in the possession of the person in whose name they were titled. Husband noted a timely appeal on June 14, 2024.

We include additional facts in the Discussion as necessary.

II. DISCUSSION

Husband presents four questions for our review, which we reorder and recast:

1. Did the court err in ordering the sale and division of the marital property without first determining the value of that property?
2. Did the court abuse its discretion when it found that the parties’ NFCU bank accounts were marital property?
3. Did the court abuse its discretion when it denied Husband’s request for *Crawford* credits?
4. Did the court abuse its discretion in awarding rehabilitative alimony to Wife without first making specific findings on the relevant factors?²

² Husband phrased his Questions Presented as follows:

1. Did the trial court abuse its discretion when it found that the Appellant’s (and Appellee’s) Navy Federal Credit Union bank accounts were marital property?
2. Did the trial court err in ordering the sale and division of marital property without first determining the value of all marital property and marital debt?
3. Did the trial court err in awarding seven (7) years of rehabilitative alimony to the Appellee in the amount of

Continued . . .

We hold that the court erred when it ordered the sale and division of the marital property without first valuing that property. Although that decision requires us to vacate the all-property judgment in its entirety, we discuss the remaining issues that Husband raises to provide guidance to the circuit court on remand.

A. The Court Erred When It Ordered The Sale And Division Of Marital Property Without First Determining Its Value.

Husband argues that the court erred in ordering the sale and division of the marital property, specifically the parties' cars, their bank accounts, and the marital debt, without first valuing that property. In response, Wife contends that the court relied properly on the parties' joint statements in determining the value of the marital property and that the court didn't err in ordering the sale and division of that property. We hold that the court erred because it didn't value the marital property before ordering its sale and division.

\$2500 per month by failing to articulate the alimony factors in its award of alimony?

4. Did the trial court abuse its discretion in denying the Appellant's request for Crawford Credits?

Wife stated the Questions Presented as follows:

1. Did the Circuit Court Abuse Its Discretion in Determining that the Navy Federal Credit Union Accounts were Marital Property.
2. Did the Circuit Court err in Ordering the Sale and Division of Marital Property without First Determining the Value of Marital Property Pursuant to Md. Code Ann. Family Code Section 8-204.
3. Did the Circuit Court Abuse its Discretion in Awarding Rehabilitative Alimony.
4. Did the Circuit Court Abuse its Discretion in Denying Appellant's Request for Crawford Credits.

In a divorce proceeding, the circuit court must determine which of the parties' property qualifies as marital, Md. Code (1999, 2019 Repl. Vol.), § 8-203(a) of the Family Law Article ("FL"), then "'determine the value of all marital property' for equitable distribution." *Flanagan v. Flanagan*, 181 Md. App. 492, 534 (2008) (quoting FL § 8-204(a)). On appeal, the value of marital property is a question of fact that we review for clear error. *Id.* at 521. The court's valuation of the parties' property is not clearly erroneous if it is supported by substantial evidence. *Abdullahi v. Zanini*, 241 Md. App. 372, 413 (2019) (citation omitted).

The court in this case completed the first step: it identified the parties' property as marital or nonmarital. The court also stated that "both Parties are each responsible for the marital debt." But the court's findings contain no values for the marital property or the debt or the net value available to distribute. Wife claims that the court relied properly on the parties' joint statements in determining the value of the marital property and that the joint statements disposed of the need for additional evidence demonstrating those values. Although Wife is correct that joint statements filed under Maryland Rule 9-207 "may be considered as evidence without the necessity for the formal introduction at trial" of other evidence showing the properties' values, *Beck v. Beck*, 112 Md. App. 197, 206 (1996),³

³ The Court in *Beck v. Beck*, 112 Md. App. 197 (1996), discussed Rule S74, the predecessor of Rule 9-207, *Flanagan*, 181 Md. App. at 528, which contained the same requirements as the current version of Rule 9-207. *See Beck*, 112 Md. App. at 203–04 (Rule S74 required parties to file a statement that identified and valued marital and nonmarital property and listed any property whose classification or values the parties couldn't agree on); Md. Rule 9-207(a)–(b) (same).

they're only evidence: the statements, joint or otherwise, are not findings of fact. To be sure, Rule 9-207 statements assist the court in making those findings. *See id.* (filing joint statements “will greatly assist the court in understanding and resolving” property disputes in divorce proceedings (*quoting* 13 Md. Reg. 2305 (1986))). In fact, in discussing the benefits of the proposed Rule S74 (the predecessor to Rule 9-207), the Standing Committee on Rules of Practice and Procedure explained that the filing of joint statements is meant to *aid* trial courts in fulfilling their obligation under FL § 8-204 of determining the value of all marital property. *Id.* (*citing* 13 Md. Reg. 2306 (1986)).

In this case, though, the court didn't determine the value of the marital property. Even if it relies on the parties' joint statements in determining those values, the court must make the final determination, *see* FL § 8-204(a), particularly where, as here, the parties filed two joint statements that contain disputed values of property that the court found to be marital. We must, therefore, vacate the judgment and remand the case for further proceedings. On remand, the court should determine the value of the parties' marital property and debt and state explicitly its findings on the matter. And because this is, as the court recognized, purely a property case, this holding requires us to vacate the judgment as a whole and remand for the court to consider the other financial decisions as a package. *See Sims v. Sims*, ___ Md. App. ___, No. 1787, Sept. Term 2024, slip op. at 26–27 (filed June 30, 2025).

B. The Court Did Not Err When It Designated The Parties’ NFCU Bank Accounts As Marital Property Because The Parties Did Not Exclude Those Bank Accounts In A Valid Agreement.

As to the remaining issues, Husband argues *first* that the court abused its discretion when it found that the parties’ NFCU bank accounts were marital property. Although he concedes that marital property includes assets that either spouse acquired during the marriage, he contends that because Husband and Wife kept their finances separate before and during their marriage, they agreed implicitly that they didn’t intend their bank accounts to be marital property. Wife responds that the court found correctly that the parties’ bank accounts, which contained only income that they acquired during their marriage, were marital property. We agree with Wife.

Under FL § 8-203(a), if the parties in a divorce proceeding dispute whether certain property is marital or nonmarital, the circuit court must determine how to classify it. Like the court’s valuation of marital property, we review the question of whether property is marital or nonmarital for clear error. *Flanagan*, 181 Md. App. at 521. If the court’s determination is supported by substantial evidence, it is not clearly erroneous. *Abdullahi*, 241 Md. App. at 413 (citation omitted).

Marital property includes property that either or both spouses acquired during the marriage as well as any interest in real property that the spouses held as tenants by the entirety, unless the parties agreed otherwise. FL § 8-201(e)(1)–(2). Marital property does *not* include property that either spouse “acquired before the marriage,” “acquired by inheritance or gift from a third party,” “excluded by valid agreement,” or that is “directly

traceable to any of these sources.” FL § 8-201(e)(3)(i)–(iv). Importantly, “the party who asserts a marital interest in property bears the burden of producing evidence as to the identity of the property. And conversely, ‘[t]he party seeking to demonstrate that particular property acquired during the marriage is nonmarital must trace the property to a nonmarital source.’” *Innerbichler v. Innerbichler*, 132 Md. App. 207, 227 (2000) (citation omitted) (quoting *Noffsinger v. Noffsinger*, 95 Md. App. 265, 283 (1993)). If they can’t trace the property to a nonmarital source, that property is considered marital. *Id.*

To exclude property from the marital category by “valid agreement,” the agreement must be “sufficiently specific as to make clear that the property is to be ‘non marital’ or, in some other terms, specifically exclude the property from the scope of the Marital Property Act.” *Thomasian v. Thomasian*, 79 Md. App. 188, 203 (1989); see, e.g., *Flanagan*, 181 Md. App. at 530–31 (clause in parties’ joint statement that “all issues with regard to the remaining property” other than four assets they identified as marital had been “resolved” constituted a valid agreement by which the parties excluded the remaining property from the Marital Property Act). In *Golden v. Golden*, 116 Md. App. 190 (1997), for example, the parties testified that their pre-marital homes belonged to each spouse separately, that each paid their own mortgages, and that they maintained separate bank accounts but for one joint account to which they both contributed. *Id.* at 195–99. The husband claimed that he and the wife had an oral agreement that “what’s mine was mine and hers is hers,” *id.* at 200, but the wife said they had no agreements other than that their pre-marital homes were their individual responsibilities and assets. *Id.* at 199. The circuit court found that the

parties had agreed that all property other than the home that they had bought and lived in together was nonmarital property. *Id.* at 193–94. We vacated the court’s order on appeal, holding that the court erred clearly in finding an agreement because the evidence had not demonstrated that the parties entered into a binding agreement. *Id.* at 201–03. We noted further that “[w]e would doubt, although we do not now specifically hold, that a ‘what is hers is hers and what is mine is mine’ oral agreement, no matter how often repeated, could ever contain the degree of specificity required” to be a valid agreement excluding certain property as nonmarital. *Id.* at 203.

In this case, Husband asserted in his joint statement that the parties’ NFCU bank accounts were nonmarital property, whereas Wife believed those accounts were marital property. Husband testified that he and Wife maintained separate finances throughout their relationship. They had no joint bank accounts, no joint retirement or brokerage accounts, and no shared loans. Neither party had access to or status as an authorized payee on the other’s credit card accounts, and neither contributed to the other’s credit card payments. And the bank statements that the parties introduced into evidence confirmed that Husband and Wife were not joint holders on each other’s accounts. Husband acknowledged that “there was never anything in writing” about the separation of their finances and that maintaining individual accounts was simply how they’d always managed their money. In its order, the court stated that “merely holding separate accounts through the course of a marriage does not constitute an agreement that property be considered nonmarital,” and found that the bank accounts were marital property.

We see no error in the court’s finding. Husband admitted no evidence that traced the NFCU bank accounts to a nonmarital source. *See* FL § 8-201(e)(3)(iv). Instead, he relied solely on the fact that the parties always maintained separate accounts, which to him suggested that they had agreed to treat all the accounts as nonmarital property. But he pointed to no written or oral agreement that excluded the accounts from their marital property, or any other documentation or memorialization of such an understanding. And the fact that Wife claimed the accounts were marital property suggested exactly the opposite, that she had never agreed that the accounts weren’t marital property. Again, there was no evidence that any account contained pre-marital or plausibly non-marital assets. As in *Golden*, there is not enough evidence in this case to demonstrate an agreement at all, let alone one sufficiently specific to exclude the NFCU bank accounts as nonmarital property. 116 Md. App. at 201–03. And if we expressed doubt in *Golden* that an oral agreement was insufficient, *id.* at 203, this case creates greater doubt that an implicit agreement, one never communicated orally or in writing, could satisfy the valid agreement exception. *See* FL § 8-201(e)(3)(iii). The court did not err in designating the NFCU bank accounts as marital property.

C. The Court Did Not Abuse Its Discretion When It Denied Husband’s Request For *Crawford* Credits Because He Had Sole Use And Enjoyment Of The Marital Home During The Separation And Wife’s Standard Of Living Is Lower Than His.

Next, Husband claims the court abused its discretion when it denied his request for *Crawford* credits because it made no specific findings as to why he shouldn’t receive contribution for his payments on the mortgage and other expenses following the separation.

Wife counters that the court found correctly that Husband had “exclusive use and enjoyment of the marital home since separation” and that, as a result, Husband should not receive contribution. We see no abuse of discretion in this decision.

The concept of “*Crawford* credits” emerged in 1982 when our Supreme Court held that a spouse may receive contribution when, after the parties have separated, the spouse makes payments that “preserve[] the [marital] property and, therefore, accrue[] to the benefit of” the other spouse. *Crawford v. Crawford*, 293 Md. 307, 313 (1982). A trial court is not required to award *Crawford* credits to the paying spouse and may exercise its discretion to reach what it considers an equitable result. See *Gordon v. Gordon*, 174 Md. App. 583, 641–42 (2007); *Flanagan*, 181 Md. App. at 541 (“contribution is an equitable principle,” and the “test” for determining whether to award *Crawford* credits is “whether the total disposition is equitable” (citation omitted)). Because “the award of contribution is an equitable remedy within the discretion of the court,” we won’t disturb the court’s award of *Crawford* credits unless the court abused its discretion in granting (or denying) such an award. *Gordon*, 174 Md. App. at 642.

A trial court is not obligated to award *Crawford* credits, but ““there are four exceptions that *preclude* contribution; namely (1) ouster; (2) agreements to the contrary; (3) payment from marital property; and (4) an inequitable result.”” *Flanagan*, 181 Md. App. at 540 (emphasis added) (footnotes omitted) (*quoting Caccamise v. Caccamise*, 130 Md. App. 505, 525 (2000)). In *Broseus v. Broseus*, 82 Md. App. 183 (1990), for example, we affirmed the circuit court’s decision not to award the husband *Crawford* credits because

he “was receiving the benefit of the use of the residence” during the separation period, and the wife’s “standard of living was considerably lower than his.” *Id.* at 191, 193–94. The husband also hadn’t claimed that “the expenses of the house exceeded the value of use of the premises,” and he had paid for the house using marital funds. *Id.* at 193.

Like the court in *Broseus*, the circuit court in this case stated explicitly that it was not granting Husband’s request for contribution because he “had the sole use and enjoyment of the Marital Home during the duration of the separation.” Although the court didn’t include other findings relating to this decision, the record supports the conclusion that this is an equitable result. Wife testified that her standard of living had declined since the separation, that she took on a second, part-time job to keep up with her expenses (although her health issues prevented her from continuing that job past early 2023), and that her monthly rent was \$1,775 at the time of the hearing (approximately \$200 greater than the monthly mortgage payment for the marital home). Wife’s financial statement also revealed that she was running a \$2,602.11 deficit each month, while Husband ran a \$3,122 surplus each month according to his financial statement. Given the inequities in the parties’ living situations and the fact that Husband “had the sole use and enjoyment of the Marital Home” throughout the separation, we see no abuse of discretion in the court’s decision to deny Husband’s request for contribution.

D. We Cannot Determine Whether The Court’s Alimony Award Is Equitable Because It Is Unclear Whether The Court Considered All The Required Factors.

Finally, Husband argues that the court abused its discretion when it awarded seven years of rehabilitative alimony to Wife because the court didn’t make specific findings as to each factor enumerated in the statute that governs the amount and duration of alimony. *See* FL § 11-106(b). Wife counters that the court need not articulate every reason why it decided to grant alimony and that the court’s statement that it “considered and weighed all of the factors under Maryland Law in determining rehabilitative alimony” was sufficient. Although Wife is correct that the court need not include in its ruling a separate section or paragraph about each of the statutory factors, the court’s ruling in this case didn’t include findings that support its alimony award and we are unable to discern whether the alimony award is appropriate. On remand, the court should provide a more thorough explanation as to why a \$2,500-per-month award for seven years is equitable.

Trial courts have “broad discretion in awarding alimony,” *Innerbichler*, 132 Md. App. at 246, and we will not disturb an alimony award unless the court abused its discretion in granting it. *Goicochea v. Goicochea*, 256 Md. App. 329, 357 (2022) (citation omitted). An abuse of discretion occurs “when no reasonable person would take the view adopted by the trial court, or when the ruling is clearly against the logic and effect of facts and inferences before the court.” *Id.* (cleaned up).

“[A]limony awards, though authorized by statute, are founded upon notions of equity,” which “requires sensitivity to the merits of each individual case without the

imposition of bright-line tests.” *Tracey v. Tracey*, 328 Md. 380, 393 (1992). That said, the court must consider the twelve factors listed in FL § 11-106 before determining whether to make an alimony award and, if so, its amount and duration:

- (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 [FL] §§ 8-205 and 8-208 of this article;
 - (iii) the nature and amount of the financial obligations of each party; and
 - (iv) the right of each party to receive retirement benefits; and
- (12) whether the award would cause a spouse who is a resident of a related institution as defined in § 19-301 of

the Health-General Article and from whom alimony is sought to become eligible for medical assistance earlier than would otherwise occur.

FL § 11-106(b).

When considering these factors, “the court ‘need not use formulaic language or articulate every reason for its decision with respect to each factor. Rather, the court must clearly indicate that it has considered all the factors.’” *Digges v. Digges*, 126 Md. App. 361, 387 (1999) (quoting *Doser v. Doser*, 106 Md. App. 329, 356 (1995)); *Simonds v. Simonds*, 165 Md. App. 591, 604–05 (2005) (“[A]lthough the court is not required to use a formal checklist, the court must demonstrate consideration of all necessary factors.” (quoting *Roginsky v. Blake-Roginsky*, 129 Md. App. 132, 143 (1999))). But a court that “fails to provide at least some of the steps in [its] thought process” “leaves [itself] open to the contention that [it] did not in fact consider the required factors.” *Malin v. Mininberg*, 153 Md. App. 358, 430 (2003) (quoting *Campolattaro v. Campolattaro*, 66 Md. App. 68, 81 (1986), *superseded on other grounds by rule*, Md. Rule 9-207).

We came across a similar issue in *Freedenburg v. Freedenburg*, 123 Md. App. 729 (1998). In that case, the court awarded the wife rehabilitative alimony of \$5,000 per month for five years but “did not give any hint as to how [it] arrived at the \$5,000-a-month alimony figure nor did [it] give [its] reasons as to why [it] thought permanent alimony was unjustified.” *Id.* at 739. As to the division of the marital property, the court stated simply that it “considered all applicable factors in deciding a marital property award,” and awarded the wife “(45%) of the remaining assets of the marital property after payment of

the marital debt previously found.” *Id.* at 737. We held that the alimony and marital awards were based on erroneous findings of fact and remanded the case. *Id.* at 742. We agreed with the wife that the court also had “erred in failing to make specific findings of fact with regard to” her income before awarding rehabilitative alimony, as the court had stated simply that it considered all the factors in FL § 8-205. *Id.* at 749. This “mere lip service” to the relevant factors left us “in the dark (1) as to what future income the trial judge thought [the wife] would have and (2) as to the exact amount of the marital award,” *id.* at 750 (cleaned up), both of which are important to the determination of an equitable alimony award. *See Rosenberg v. Rosenberg*, 64 Md. App. 487, 535 (1985) (There is an “interrelationship between a monetary award . . . and an award of alimony” such that “[i]n determining the amount of alimony, equity courts must consider any monetary award,” and vice versa. (*quoting McAlear v. McAlear*, 298 Md. 320, 347 (1984))); FL §§ 11-106(b)(11)(i)–(ii) (factors in determining alimony award include parties’ incomes and any monetary award). Without further explanation on how the court reached its decision, we were unable to decide whether the court erred in granting rehabilitative alimony rather than permanent alimony. *Freedenburg*, 123 Md. App at 750.

So too here. The circuit court in this case granted Wife’s request for seven years of rehabilitative alimony at \$2,500 per month, the exact amount and duration she had requested. In doing so, the court stated that it considered the required factors in determining the alimony award:

[T]he Court will award 7- years of rehabilitative alimony. Md. Code Ann., Fam. Law § 11-101(a)(2)(iii). The Court has

considered and weighed the factors under Maryland law in determining rehabilitative alimony. . . . [S]ome of those factors include the duration of the marriage, the age of the Parties, the physical and mental condition of the Parties, and the standard of living that the Parties established during their marriage. Md. Code Ann., Fam. Law § 11-106(b); *Crabill v. Crabill*, 119 Md. App. 249, 261, 704 A.2d 532, 538 (1998) (“Although the Court is required to give consideration to each of the factors stated in the statute, it is not required to employ a formal checklist, mention specifically each factor, or announce each and every reason for its ultimate decision.”); *Doser v. Dosser*, 106 Md. App. 329, 356, 664 A.2d 453, 466 (1995)[;] *Hollander v. Hollander*, 89 Md. App. 156, 176, 597 A.2d 1012, 1022 (1991).

Some of the court’s findings, although not tied explicitly to the section 11-106 factors, were relevant to this determination. Specifically, the court found that the parties were married on May 11, 2011 (about thirteen years prior to the entry of the court’s order) (FL § 11-106(b)(4)); that Husband suffered from health issues (FL § 11-106(b)(8)); that both parties were responsible for the marital debt (FL § 11-106(b)(11)(iii)); and that the parties each have a 50% interest in the pension and retirement accounts that they acquired during the marriage (FL § 11-106(b)(11)(iv)). As we discussed in Section II.A, however, the court’s findings make no reference to the *values* of any of the parties’ marital property or debt, some of which were disputed in the parties’ joint statements. It’s unclear, then, whether the court considered the financial needs and resources of the parties, or even whether the court *could* do so without confirming the values of the marital property and debt.

It’s also unclear whether the court considered the time necessary for Wife to obtain sufficient education to increase her income, the standard of living the parties enjoyed

during their marriage, or the circumstances that contributed to the estrangement of the parties, *see* FL § 11-106(b)(2)–(3), (6), all of which came up during the hearing and sometimes in conflicting testimony. For example, Wife testified that for her to make more money in her current position, she would have to take college courses on government contracts, which would take “[a] couple of years at least.” On cross-examination, however, Wife testified that she hasn’t sought or obtained any certifications through her employer even though she believes such certifications could improve her pay. Based on this testimony, and the lack of other pertinent findings, it’s unclear why the court found seven years to be an equitable length of time for rehabilitative alimony.

The record may well support an award of \$2,500 per month for seven years, and this opinion should not be read as casting doubt on the possibility or to express any view on the merits. We note only that the court’s findings make it difficult to discern whether the court considered all the necessary factors in granting that award. On remand, the court should provide a more thorough explanation of its thought process in reaching this award or make findings that support whatever award it might decide to make.

**JUDGMENT OF THE CIRCUIT COURT
FOR ST. MARY’S COUNTY VACATED
AND CASE REMANDED FOR FURTHER
PROCEEDINGS CONSISTENT WITH
THIS OPINION. APPELLEE TO PAY
COSTS.**