Circuit Court for Anne Arundel County
Case No. C-02-FM-23-000732

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1072

September Term, 2024

SHARENE TURNER

v.

RAMON TURNER

Nazarian,
Beachley,
Harrell, Glenn T., Jr.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Beachley, J.

Filed: September 24, 2025

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

Sharene Turner ("Wife") and Ramon Turner ("Husband") were granted a Judgment of Absolute Divorce on May 24, 2024, in the Circuit Court for Anne Arundel County. The court granted Husband a monetary award in the amount of $131,562.37, and attorneys' fees and costs in the amount of $24,483.50. The court also ordered that certain of Husband's and Wife's retirement and investment accounts be distributed evenly on an if, as, and when basis. Finally, the court afforded Wife the opportunity to purchase the marital home based on a value of $547,500; in the event Wife did not exercise her option to purchase, the court ordered that the marital home be sold and the resulting proceeds divided evenly. Wife appealed, and presents the following questions for our review:

a. Did the trial court err when it ordered [Wife's] non-marital investment accounts be treated as marital property?

b. Did the trial court err in its order requiring [Wife] to purchase the marital home at a specific date and a specific amount?

c. Did the trial court err when it failed to consider all the requisite statutory requirements when ordering the monetary award?

d. Did the trial court err in awarding attorney's fees?

For the reasons discussed herein, we shall remand to the circuit court for it to consider Wife's request for *Crawford* credits, but otherwise affirm the judgment.

FACTS AND PROCEEDINGS

The parties were married on May 3, 2008. Throughout the marriage, the parties kept their finances separate and, despite Husband earning substantially less than Wife, split living expenses evenly. On January 1, 2023, Husband left the marital home and filed for

divorce in February 2023. Trial was held March 28 and 29, 2024. The parties were the only witnesses at trial.

Financial Statements and 9-207 Statement

Wife's financial statement indicated that her gross monthly wages were $13,594. Husband's financial statement reflected a gross monthly income of $3,094.49. He testified that, commencing with his 60th birthday in June 2025, he expected to receive a military pension of approximately $1,100 per month.

A joint statement of marital and non-marital property ("9-207 statement") was admitted into evidence. The 9-207 statement was divided into three sections: the first section listed items the parties agreed were marital; the second section (which the parties left blank) was reserved for the parties to list items they agreed were non-marital; and the third section listed items which the parties did not agree were marital or non-marital. The majority of the parties' property interests were included in the first section listing property agreed to be marital, including the marital home, vehicles, numerous bank accounts, and various items of personal property. Although the parties assigned values to their most valuable assets, the fair market value of the substantial majority of their tangible personal property was listed as "unknown."[1] We shall discuss the 9-207 statement as necessary in our resolution of this appeal. Suffice it to state at this juncture that the 9-207 statement suffers from a lack of clarity.

[1] The vast majority of the personal property items listed on the 9-207 statement belonged to Husband. He testified as to the value of each item, totaling between $13,160 and $15,015.

Evidence Related to the Fidelity Accounts

Wife's flagship argument in her appellate brief focuses on the court's characterization of three of her Fidelity accounts as marital property.[2] Wife testified that the only Fidelity accounts she owned were the four accounts (account numbers 7669, 4510, 9178, and 6950) listed in the third section of the 9-207 statement as property that was contested. Wife asserted that the Fidelity accounts ending in 7669 and 4510 were both opened prior to the marriage and funded by rolling over retirement accounts from prior employers. She asserted that neither party contributed to the accounts after the initial rollover, nor withdrew funds from them: "I do not contribute to the Fidelity. The rollovers are just there, and all that is just growth." Wife further stated that she had "never contributed from [her] paycheck" into the 7669, 4510, or 9178 accounts. "I did the rollover, put it in the account, and I didn't touch them. I wasn't really paying attention to it." As to the 6950 account, however, Wife was not sure whether she opened the account before or after the marriage, but admitted that it was not a rollover account, and she regularly made deposits and withdrawals, treating the account "like a cash account."

Wife provided documents, which were admitted into evidence, indicating that she had funded the 9178 account with an $87,942.59 rollover from Merrill Lynch. She also transferred into the 9178 account 699 shares of Merrill Lynch stock. Wife testified that

[2] As we shall discuss below, Wife only challenges the court's findings as to two of these accounts—7669 and 4510.

these assets were acquired prior to the marriage when Wife was employed with Merrill Lynch. The court ultimately found that the 9178 account was Wife's non-marital property.

No documents were admitted into evidence indicating the source of the initial funds in the 4510 and 7669 accounts, and no evidence indicated the value of those accounts prior to the marriage. The only documentary evidence admitted relating to the 4510, 7669, and 6950 accounts was a statement showing activities in those accounts during February 2024. The 9178 account is also included in this statement. The 4510 and 9178 accounts are described as "Rollover IRA" accounts, categorized as "Personal Retirement." However, the 6950 and 7669 accounts are categorized as "General Investments" without any reference to a rollover. As of February 29, 2024, the accounts were valued as follows:

6950	$12,126.59
7669	$313,217.14
4510	$494,187.60
9178	$78,403.31
Total:	$897,934.64

The 6950 account (Wife's "cash account") had little activity in February 2024, only receiving small amounts of dividends and interest.

The only activity in the 7669 account in February 2024 was the receipt of a dividend, which was reinvested. However, a portion of the statement relating to the 7669 account included a section titled "Stock Plans." This section reflects Wife's contributions to her employer Booz Allen Hamilton's employee stock purchase plan via a 3% payroll deduction. The "Stock Plan" section contains the following disclaimer:

> Items shown under 'Stock Plans' represent your interests under your company's stock plans, for which Fidelity Stock Plan Services LLC provides

> administrative and record keeping services. Items shown under 'Stock Plans' are not assets held in your Fidelity brokerage account . . . . Fidelity Stock Plan Services LLC provides this statement to you as part of administrative and recordkeeping services it provides to the company.

The statement reflected the following contributions:

Employee Stock Purchase Contribution Summary			
Offering Period	Plan Type	Payroll Deduction	Employee Contributions (less withdrawals and adjustments)
01/01/2024-03/31/2024	Section 423 Qualified	3.000%	$815.66

The statement does not indicate what happens to the funds Wife contributed to the plan at the end of the offering period, and there was no testimony or additional documents relating to the employee stock purchase plan. Notably, 95% of the holdings in the 7669 account consist of Booz Allen Hamilton stock. Wife began working at Booz Allen Hamilton in 2006 and she was still working at the firm at the time of the divorce.

There were numerous transactions in the 4510 account in February 2024. In addition to dividends received and reinvested, there were eight trades on February 22, buying and selling shares in the various stocks and bonds held in the account. No money was deposited or withdrawn—the amount received from sales of shares was equal to the amount paid to purchase shares. Each of these transactions was described as either "You Bought" or "You Sold." Neither party testified about the nature of the transactions in the 4510 account.

Evidence Related to Marital Home and Timeshare

Husband testified that the parties purchased the marital home on November 11, 2011. Both parties agreed that all mortgage payments on the marital home were made by Wife, both before and after separation. Prior to Husband moving out of the marital home, he paid utilities, HOA fees, cable, and internet bills. After the parties separated, Wife paid those expenses.

On the 9-207 statement, Husband valued the marital home at $577,600, with a mortgage debt of $124,307. Wife valued the home at $547,500, with a mortgage balance of $126,436. She testified that she arrived at her valuation "from like Zillow or Redfin" websites, which she believed was more accurate than the appraisal of the property conducted more than six months prior to trial that valued the property at over $600,000. Wife expressed a desire to remain in the marital home, and believed she would be able to obtain financing to pay the mortgage and Husband's half of the equity in the home.

As mentioned above, a timeshare owned by Wife was listed in the 9-207 statement under the first section—items agreed to be marital property. Husband "guesstimat[ed]" that Wife had purchased the property for $17,000, and was "not aware of any increase or decrease in [its] value." Wife testified that she purchased the timeshare for $15,500 in 2010 and indicated it would sell for "[b]etween $8,000 and $10,000." Her valuation was based on a review she conducted prior to September 2023 of comparable timeshares for sale online. She testified that she did not provide a value for the timeshare on the 9-207

statement because she "didn't agree with everything that they have down here as marital property" and she believed the parties "would kind of argue those things" at trial.

Evidence of Dissipation

Prior to the parties' separation, Husband owned a Thrift Savings Plan retirement account ("TSP") worth $249,560.76 as of October 1, 2021. In November 2021, Husband had surgery on his foot and decided to retire shortly thereafter. Husband testified that, aside from brief employment in December 2021, he had no earned income from November 2021 to February 2022, and therefore needed to withdraw funds from his TSP to cover living expenses. Additionally, Husband needed to withdraw funds to pay an attorney to represent him in a dispute with his former employer. After Husband moved out of the marital home, he withdrew funds from his TSP to hire a lawyer for the divorce, to buy furniture for his new home, to pay off loans, and to pay living expenses. Husband admitted that he used approximately $25,000 of the money withdrawn from his TSP on gambling, and estimated that his winnings were $10,000. Between January 2023 and March 2024, Husband withdrew all remaining funds in the TSP.

In October 2023, Husband sold his Volkswagen Tiguan for $15,400. He testified that he used those funds to pay attorneys' fees, pay off a loan, and take a month-long vacation to Kenya. Before the trip and while in Kenya, Husband sent wire transfers totaling nearly $5,600 for activities such as a safari trip, and as gifts to various individuals. He estimated that he spent a total of $10,000 on the Kenya trip.

Trial Court Findings and Order

The trial court announced its findings in a 19-page memorandum opinion. In its opinion, the court explicitly discussed each of the factors found in Md. Code (1984, 2019 Repl. Vol.), § 8-205(b) of the Family Law Article ("FL"). Relevant to this appeal, the court found that "[n]either party will end up with substantial nonmarital property based upon the [c]ourt's findings"; "[t]he incomes of the parties are unequal," but the monetary award and division of equity in the marital home "will provide Husband with a substantial enhancement of his economic circumstances"; and "[t]he parties never identified their ages, although Husband alleged in his closing that 'both [are] nearing retirement age.'"

The court agreed with Wife that account 9178 funded by the Merrill Lynch rollover was non-marital, but determined that Fidelity accounts 7669, 4510, and 6950 were marital property. We initially note that the court recognized the confusion caused by the 9-207 statement, in which all four accounts were listed in the third section (indicating Wife's assertion that the accounts were non-marital), but were also included in the first section (indicating the parties agreed they were marital) as "Fidelity Wealth Management" with a value equal to the value of the four accounts identified in the February 2024 statement. As to the 7669 and 4510 accounts, the court stated:

> Fidelity Account Number 7669 in [the February 2024 statement] is **not** a rollover account but is identified as a "General Investment" which does not comport with Wife's testimony. 95% of the Account is comprised of Booz Allen Hamilton Corporation Class A Stock for which Wife made contributions of $815.66 or a 3% payroll deduction during February 2024, which further undermines Wife's testimony that 7669 is non-marital. The [c]ourt determines that Fidelity Account Number 7669 in the amount of $313,217.14 as of February 29, 2024, is Marital; Wife did not meet her

> burden of proof that Account Number 7669 is non-marital and the [c]ourt does not credit her testimony to that effect.
>
> Fidelity Account Number 4510 in [the February 2024 statement] is listed as a Rollover IRA in the amount of $494,187.60 as of February 29, 2024. Again, there is only the February 2024 statement in the record for Account 4510. [The February 2024 statement] though **does reflect** that on February 22, 2024, Wife bought and sold various holdings in the account, thus making trades in that account during marriage, thereby undermining her testimony that Fidelity Account Number 4510 was just a growth fund without any transactions and is non-marital. As a result, the [c]ourt determines that Fidelity Account 4510 in the amount of $494,187.60 as of February 29, 2024, is Marital, because Wife did not meet her burden of proof that Account 4510 was non-marital, and the [c]ourt does not credit her testimony in that regard.

The court determined that the 4510 account should be divided equally on an if, as, and when basis and included the 7669 and 6950 account values in its calculation of the monetary award.[3]

Concerning the marital home, the court adopted Wife's valuation of the property, $547,500. The court gave Wife the option of purchasing the marital home, or selling the home and equally dividing the equity with Husband, setting forth the following terms:

> ORDERED, that Wife shall have the right to purchase the marital home . . . for no less than $547,500 with the sale to be consummated no later than July 31, 2024; and it is further
>
> ORDERED, that should Wife exercise her right to purchase the marital home within the specified period of time and at the appropriate amount, she shall be required to pay Husband his half of the equity in the marital home, determined by deducting the outstanding mortgage amount as of July 31, 2024 from $547,500 and any other deductions for the payment of any expenses of her purchase; and it is further
>
> ORDERED, that should Wife not exercise her right to purchase the marital home or not be successful in securing financing, the marital home shall be

[3] The court also ordered that Wife's Booz Allen Hamilton retirement account and Husband's military pension be distributed equally on an if, as, and when basis.

> sold and the parties shall equally divide the proceeds of sale, less all costs of sale, including any costs for the home to pass inspection[.]

In addition to Husband receiving half the equity in the marital home, the court ordered that Wife pay to Husband a monetary award of $131,562.37, and that, absent an agreement between the parties, all personal property items that were jointly owned should be sold and the proceeds divided equally between the parties. Although the court did not agree with Wife's argument that Husband had dissipated over $200,000 from his TSP, it did find that he had dissipated $37,590.20 on gambling, and $15,600 on his trip to Kenya, totaling $53,190.20. Related to the dissipation claim, the court included in the marital property schedule Husband's Volkswagen Tiguan that he had sold, assigning a value of $15,400 to his solely-owned assets. The court also noted that many of the items Husband purchased using funds withdrawn from the TSP were included in the monetary award calculation.

The valuation of each item of marital property appeared in a chart created by the court, attached to its memorandum opinion. We recreate this chart below. To save space, we shall not list each of Husband's personal property items individually in our chart, but instead shall combine them. Similarly, because both parties have multiple bank accounts, each party's bank accounts shall be combined to arrive at an overall value of their respective bank accounts.

Marital Property				
Item	Value	Joint	Husband	Wife
[Marital home]	$547,500	J		
[Timeshare]	$10,000			W
Vehicle, Ford Fusion 2017	$16,600			W
Vehicle, Volkswagen Tiguan	$15,400 (sold)		H	
[Wife's checking and savings accounts]	[$3,356.54]			W
[Husband's checking and savings accounts]	[$8,570.32]		H	
Booz Allen Hamilton ECAP	If, as, and when			W
Thrift Savings Plan (TSP) Account (Dissipation)	$53,190.20		H	
Military Pension	If, as, and when		H	
Federal Employees' Group Insurance Coverage	The Court will Order that Wife be added as a beneficiary.		H	
Furniture [in the marital home]	To be sold unless the parties reach agreement.	J		
Adjustable Bed	To be sold unless the parties reach agreement.	J		
[Husband's personal property]	[$15,015]		H	
Fidelity Accounts a. x7669 b. x4510 c. x6950	a. $313,217.14 b. (IRA)- If, as, and when c. [$]12,126.59			W
Booz Allen Hamilton x6173[4]	If, as, and when			W

[4] It appears that this account is a duplicate of the Booz Allen Hamilton ECAP set forth above.

After determining marital property and granting Husband a monetary award, the court turned its attention to Husband's alimony claim. The court reviewed the factors enumerated in FL § 11-106(b) and denied Husband's request for alimony "based on the equities as they exist at the time of divorce."

Finally, the court awarded Husband $24,483.50 in attorneys' fees. In its memorandum opinion, the court stated:

> The [c]ourt has already made extensive findings relative to the financial resources and needs of the parties. Whether there was substantial justification for Husband to pursue the case presents a complicated question. The evidence reflected Husband's dissipation of funds. The evidence also failed to support his alimony claim.
>
> On the other hand, the proof adduced by Wife that she was entitled to claim as non-marital various of her investment accounts was sorely lacking. As a result, the [c]ourt will award attorneys' fees to Husband in an amount attributable to the pursuit of a marital award.

The court then requested that Husband submit an exhibit listing the fees and costs related to the marital award, and provided Wife the opportunity to respond to Husband's exhibit. Husband subsequently provided the court with invoices and a summary list of fees relating to pursuit of the monetary award, totaling $24,483.50. Wife did not respond. On June 14, 2024, the court entered an order awarding Husband attorneys' fees.

Motion to Alter or Amend

On June 24, 2024, Wife filed a motion to alter or amend the judgment. Wife raised many of the same arguments in her motion as she does on appeal. The court denied Wife's motion to alter or amend on July 15, 2024, leading to this timely appeal.

DISCUSSION

I. Fidelity Investment Accounts

Wife presents two primary arguments concerning the Fidelity accounts. First, she asserts that the court improperly shifted the burden of proof in its marital/non-marital property calculus. Second, she argues that the court erred in its interpretation of the February 2024 account statement. We begin by noting that only two accounts are at issue in this appeal—4510 and 7669. The court found that 9178 (the Merrill Lynch rollover) was Wife's non-marital property, and Wife does not challenge the court's finding that 6950 was marital.[5]

Concerning the burden of proof, the party alleging that an item is marital property has the initial burden to "present evidence as to the identity and value of the property[,]" *Murray v. Murray*, 190 Md. App. 553, 570 (2010), as well as an indication that the property was "acquired by either or both spouses during marriage[,]" *Odunukwe v. Odunukwe*, 98 Md. App. 273, 282 (1993). "Conversely, a party seeking to demonstrate the nonmarital nature of a particular property must 'trace the property to a nonmarital source.'" *Malin v. Mininberg*, 153 Md. App. 358, 428 (2003) (quoting *Noffsinger v. Noffsinger*, 95 Md. App.

[5] Both Wife and Husband state in their briefs that the court found that the 6950 account "was not marital property." Wife asserts that the court found 6950 was non-marital "because there was no evidence of transactions during the marriage." It appears that the parties have confused the findings related to 6950 with those relating to 9178. As to 6950, the court found that it "concededly is marital" without further discussion. Indeed, Wife acknowledged as much in her motion to alter or amend and testified at trial that she used the account as a "savings account." It was the 9178 account that the court found to be non-marital due to a lack of transactions in the February 2024 statement, as well as the documentary evidence of the initial rollover funds.

265, 282 (1993)). Where a single account contains both marital and non-marital funds, the party arguing it is partially non-marital must provide evidence tracing a portion of the funds to a non-marital source. Otherwise, the entire account will be considered marital. *Golden v. Golden*, 116 Md. App. 190, 203 (1990).

Husband therefore had the initial burden to establish that the Fidelity accounts were at least partially marital property. In that regard, the parties' 9-207 statement includes "Fidelity Wealth Management" under the first section, listing the items the parties agree are marital property, with a value of $897,934.64. This total is identical to the total value of all four of Wife's Fidelity investment accounts in the February 2024 statement. Thus, the 9-207 statement was evidence that the parties agreed that the four accounts in the Fidelity Wealth Management portfolio constituted marital property. It is certainly odd that the 9-207 statement also includes "Fidelity Accounts (x7669, 4510, 9178, 6950)" under the third section, which lists items the parties did not agree were either marital or non-marital. The parties did not agree on the total value of the accounts in the third section, and neither of their valuations match the valuations of the accounts reflected in the February 2024 statement. The court noted the contradictions in the 9-207 statement,[6] but the court could reasonably conclude from the 9-207 statement that Wife acknowledged that the accounts were partially marital but wanted to preserve her non-marital claims to those accounts by listing them in the third section of the 9-207 statement. Moreover, the

[6] The court requested that the parties "submit an appropriate 9-207" statement in their respective written closing arguments. Neither party complied with the court's request.

February 2024 statement showed both the values of the accounts and that transactions were being made within them during the marriage. In our view, Husband satisfied his initial burden, and the burden then shifted to Wife to prove that all or a portion of the accounts was directly traceable to a non-marital source.

As to both the 4510 and 7669 accounts, Wife emphatically stated that, except for the 6950 account, she did not contribute to the Fidelity accounts after they were created. As we shall explain, the court's findings with regard to these two accounts stem from its failure to be persuaded by Wife's testimony. *See Anderson v. Great Bay Solar I, LLC*, 243 Md. App. 557, 594 (2019) (A "determination that a party failed to meet its burden to persuade the court on a question of fact is not clearly erroneous. . . . '[I]t is almost impossible for a judge to be clearly erroneous when he [or she] is simply not persuaded of something.'" (alterations in original) (emphasis omitted) (first citing *Figgins v. Cochrane*, 174 Md. App. 1, 14 (2007), *aff'd* 403 Md. 392 (2008), then quoting *Bricker v. Warch*, 152 Md. App. 119, 137 (2003))).

Wife testified that the 7669 account was opened in 2004 (prior to the marriage), funded by a rollover of a retirement account. The 7669 account is categorized on the February 2024 statement as a "General Investment" account, whereas the 4510 and 9178 accounts are categorized as "Rollover IRA" accounts. As of February 29, 2024, the 7669 account was worth $313,217.14. Ninety-five percent of that total consisted of shares of Booz Allen Hamilton stock. The statement indicates that Wife was enrolled in an "Employee Stock Purchase" plan through Booz Allen Hamilton, and made contributions

to the plan via a 3% payroll deduction. For the "offering period" between January 1, 2024, and March 31, 2024, Wife contributed $815.66 toward the employee stock purchase plan as a payroll deduction. Although there was no evidence or explanation on the February 2024 statement concerning what would happen to the funds in the plan at the end of the offering period, it is a reasonable inference that the funds would then be used to purchase Booz Allen Hamilton stock, which would be held in the 7669 account. The information concerning the employee stock purchase plan is included in the portion of the statement specific to the 7669 account, and that account is almost entirely comprised of shares in Booz Allen Hamilton.

The February 29, 2024 statement expressly stated that "Items shown under 'Stock Plans' represent your interests under your company's stock plans, for which Fidelity Stock Plan Services LLC provides administrative and record keeping services." Because the 7669 account is included under "Stock Plans," it is clear to us that the 7669 account is an employee stock purchase plan that invests in Booz Allen Hamilton stock, and it is also clear that Wife made contributions to the 7669 account from her paycheck during the marriage. Thus, the trial court correctly determined that Wife's testimony that she "never contributed from [her] paycheck into" the 7669 account during the marriage is "undermine[d]" by the employee stock purchase plan contributions.[7] In short, the court

[7] Wife cites to *Alston v. Alston*, 331 Md. 496 (1993), to argue that contributions to the 7669 account made after the parties' separation were not marital property. *Alston*, however, does not hold that property acquired after the separation but before the divorce is non-marital. Rather, it holds that, although such property is marital, it may not be equitable to include the property in a calculation of the monetary award, depending on how the

could reasonably infer that Wife made regular employee contributions to the 7669 account during her employment with Booz Allen Hamilton from 2006 to the date of divorce in 2024, and that a substantial amount of those contributions would have been made while the parties were married. Other than her unconvincing testimony that she never made contributions to three of the Fidelity accounts after they were established, Wife made no effort to establish that a portion of the 7669 account was non-marital.

According to Wife's testimony, the 4510 account was opened in 2002, also using funds rolled over from a retirement account from a previous employer. The February 2024 statement indicates that there were numerous transactions on February 22, 2024, labeled "You Bought" and "You Sold." Wife argues on appeal that the court misinterpreted these transactions as having been made by Wife, when they were in fact made by Fidelity as part of its management of her account. Wife provided no testimony or other evidence concerning these transactions, and this argument was not raised in the circuit court. Wife first discussed the transactions in her motion to alter or amend, but only argued that "[t]rading and selling in an investment account . . . of non-marital money does not automatically transmute the funds into marital property." Wife's only evidence that the 4510 account was non-marital was her testimony. The paucity of evidence on this point is

property was acquired. *See also Ware v. Ware*, 131 Md. App. 207, 213 (2000); *Williams v. Williams*, 71 Md. App. 22, 34 (1987) ("Property acquired by a party up to the date of the divorce, even though the parties are separated, is marital property.").

telling.[8] The court did not find Wife's testimony to be credible, a determination that is reinforced by Wife's implausible claim that the Booz Allen Hamilton stock account (7669) was non-marital because it was acquired before the marriage. In a bench trial, the trial court determines witness credibility and "[i]t is not our role to reassess the credibility of the witnesses who testify before the trial court." *Thornton Mellon, LLC v. Adrianne Dennis Exempt Trust*, 250 Md. App. 302, 329 (2021); Rule 8-131(c).

In conclusion, Wife produced insufficient evidence that any part of accounts 7669 and 4510 were traceable to a non-marital source. The court therefore correctly found the accounts to be entirely marital.[9] *See Golden*, 116 Md. App. at 203.

II. Marital Home

Wife's primary arguments concerning the marital home are somewhat confusing. She appears to believe that the trial court's order required her "to take out a loan on the full $547,500" value of the property. She argues that the court erred in "requir[ing Wife] to

[8] The evidence in this case stands in stark contrast to *Wasyluszko v. Wasyluszko*, 250 Md. App. 263 (2021). There, the parties produced over twenty years' worth of statements for various investment accounts, which allowed this Court to trace shares owned prior to the marriage through to the date of divorce. *Id.* at 269-76. The only documentary evidence in the present case directly concerning the non-marital value of any of the accounts related to the Merrill Lynch rollover into the 9178 account, which the court determined was Wife's non-marital property.

[9] Wife suggests in her brief that the court's finding that the 9178 account was non-marital indicates that the findings as to 7669 and 4150 were "unreasonable and untenable" because all of the accounts "shared the same nexus of pre-marital investment and subsequent management by the wealth management firm." However, we view the court's disparate findings to be a result of the court's careful consideration of the specific evidence relevant to each account.

purchase the home at $547,500," thereby improperly "creating a new personal debt," and not clearly stating if Husband "should transfer his ownership interest." She further quotes *Blake v. Blake*, 81 Md. App. 712, 726 (1990), to argue that the court did not have the power to order that Wife purchase the marital home because FL § 8-205 "does not carry with it a right in the court to determine the assets that will be transferred or utilized to fund" a monetary award. Finally, Wife argues that the court's findings on the FL § 8-205(b) factors were clearly erroneous and that the factors were not adequately considered.

Property distribution in a divorce is primarily governed by statute. Under FL § 8-202(b)(2), "as to any property owned by both of the parties, [the court may] order a partition or a sale instead of partition and a division of the proceeds." Additionally, with regard to a jointly owned marital home, the court may "authoriz[e] 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[.]" FL § 8-205(a)(2)(iii)(2). Before a court determines "the amount and the method of payment of a monetary award, or the terms of the transfer of the interest in property[,]" it must consider the factors enumerated in FL § 8-205(b):

> (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.

In this case, the court's order as to the equitable distribution of the marital home is clear. As noted above, the order stated:

> ORDERED, that Wife shall have the right to purchase the marital home . . . for no less than $547,500 with the sale to be consummated no later than July 31, 2024; and it is further
>
> ORDERED, that should Wife exercise her right to purchase the marital home within the specified period of time and at the appropriate amount, she shall be required to pay Husband his half of the equity in the marital home, determined by deducting the outstanding mortgage amount as of July 31, 2024 from $547,500 and any other deductions for the payment of any expenses of her purchase; and it is further
>
> ORDERED, that should Wife not exercise her right to purchase the marital home or not be successful in securing financing, the marital home shall be sold and the parties shall equally divide the proceeds of sale, less all costs of sale, including any costs for the home to pass inspection[.]

In other words, Wife had two options: (1) she could allow the property to be sold

and any proceeds from the sale divided equally between the parties, or (2) she could purchase the house based on the stated terms. The court clearly set forth the conditions in the event Wife elected to purchase the marital home: she could purchase Husband's "half of the equity in the marital home" by July 31, 2024, and the equity in the home would be "determined by deducting the outstanding mortgage amount as of July 31, 2024 from $547,500 and any other deductions for . . . any expenses of her purchase." We reject Wife's argument that the court required her to secure a loan for $547,500.

Wife's objection to the court's order in this regard is perplexing because the court not only afforded her the purchase option she requested, but also adopted Wife's valuation of the home. Wife testified that she wanted "to keep the marital home[,]" that she would be able to give Husband "half of the equity from the home[,]" and that she did not believe she would have difficulty qualifying for refinancing. In her written closing argument, Wife stated:

> [Wife] would like to keep the house and [Husband] does not object if she can have it refinanced or assume the mortgage loan. [Wife] has excellent credit and sufficient income to qualify for a new loan. She requests the [c]ourt leave the property issue open for 90 days following the final judgment to accomplish the task. . . . Whatever the monetary award amount decided by the [c]ourt can be paid by [Wife] from refinance of the home.

We fail to see any error in granting Wife the option to purchase Husband's equity in the home.

Wife additionally argues that the court erred in its findings regarding certain FL § 8-205(b) factors, specifically "the value of all property interests of each party;" "the economic circumstances of each party at the time the award is to be made;" and "the age

of each party[.]" FL § 8-205(b)(2), (3), (6).

Concerning "the value of all property interests of each party[,]" the court thoroughly discussed and substantially valued the assets identified on the 9-207 statement. The only significant marital property items the court did not explicitly value were retirement accounts to be evenly distributed on an if, as, and when basis.[10] The court also found that "[n]either party will end up with substantial nonmarital property based upon the [c]ourt's findings." Wife argues that this final statement is "incorrect" because "the trial court will allow [Husband] to receive both half of the equity in the home from the sale of the home, a monetary award . . . , and a substantial portion of [Wife's] retirement accounts." Each of the items Wife lists are *marital* assets and do not contradict the court's finding that the parties will not have "substantial *nonmarital* property." (Emphasis added). The only property the court found to be non-marital was Wife's Fidelity account ending in 9178 (worth $78,403.31), Wife's jewelry and wedding ring, and Husband's watch, bracelet, and wedding ring. Wife indicated on the 9-207 statement that her jewelry and wedding ring were worth $9,500. Husband testified that his watch, bracelet, and wedding ring were collectively worth $920. Wife testified that the purchase price of Husband's watch was $1,900, and the price of his wedding ring was $900. Compared to the overall value of the marital property (totaling nearly $450,000, not including the equity in the marital home or the value of the investment accounts that are to be distributed on an if, as, and when basis),

[10] The court did not value some jointly owned furniture that was to be sold with the proceeds divided equally.

the court correctly determined that the non-marital assets were not "substantial." A court is not required to make specific findings of the value of non-marital property; "[i]t is enough if the court is generally aware of the relative wealth of the parties[.]" *Melrod v. Melrod*, 83 Md. App. 180, 197 (1990).

Wife argues that the court did not adequately consider "the economic circumstances of each party," FL § 8-205(b)(3), because it failed to account for Husband's income. The court found that "[t]he incomes of the parties are unequal," but did not make specific findings as to the amount of each party's income at the time of trial. Wife alleges in her brief that Husband's monthly income at the time of trial was $2,355.67, and was expected to increase to $3,455.67 per month in June 2025 when he expected that he would start receiving his military pension. She asserts that her monthly income is "around $13,000." In her financial statement, she indicated that her gross monthly wages were $13,594. Thus, by her own admission, Wife earned over five times more than Husband at the time of trial, and would still earn four times as much as Husband after he started receiving his military pension. We note, however, that the court ordered Husband's military pension to be distributed equally on an if, as, and when basis. Using Wife's purported income amounts, this would result in Wife earning $14,144 per month and Husband earning $2,905.67 per month. Thus, Wife's income would remain well over four times Husband's income. Wife does not explain how a more detailed consideration of the parties' respective incomes might result in the court reducing its monetary award to Husband, especially in light of the court's order that Husband's military pension be distributed equally and the court's denial

of Husband's request for alimony.

Wife further argues that the court erred in its findings related to the ages of the parties, FL § 8-205(b)(6). In discussing this factor, the court found: "The parties never identified their ages, although Husband alleged in his closing that 'both [are] nearing retirement age.'" (Alteration in original). Wife is correct that the parties provided testimony as to their ages. Wife testified that she was 57 years old, and Husband testified that he was 58 years old. Wife argues that this error is relevant because "it shows [Wife] would be required to work far beyond when [Husband] will be able to [retire in order to] rehabilitate her retirement accounts" after the divorce. The court acknowledged that Husband was retired, although it found that he was capable of working, and that "Wife will need to continue to work to support her own living expenses" and build her retirement savings. In light of the court's other findings, we fail to see how its error with regard to the parties' precise ages would materially alter its decision.

Wife additionally argues that the court erred in failing to consider her claim for "*Crawford* credits" for payments she made related to the marital home. "Generally, one co-tenant who pays the mortgage, taxes, and other carry charges of jointly owned property is entitled to contribution from the other." *Abdullahi v. Zanini*, 241 Md. App. 372, 423 (2019) (quoting *Crawford v. Crawford*, 293 Md. 307, 309 (1982)). In *Crawford*, the Supreme Court of Maryland applied this general rule to married parties during the period of separation prior to divorce. 293 Md. at 311-12. Thus, "[a] married, but separated, cotenant is, in the absence of an ouster (or its equivalent) of the nonpaying spouse, entitled

to contribution for those expenses the paying spouse has paid." *Abdullahi*, 241 Md. App. at 424 (quoting *Gordon v. Gordon*, 174 Md. App. 583, 641 (2007)). *Crawford* credits are "an equitable remedy within the discretion of the court." *Id.* (quoting *Gordon*, 174 Md. App. at 642).

> There are many reasons why such an award is not mandatory. For example, debt payments are often made with marital funds, "contribution is an equitable principle . . . and the ability to grant a monetary award under the Act enables the chancellor to achieve more complete equity than can be done through a *Crawford* contribution." Moreover, "'requiring contribution could create the very inequity which the Act was designed to prevent.'"

Turner v. Turner, 147 Md. App. 350, 407 (2002) (alteration in original) (citations omitted). In *Caccamise v. Caccamise*, 130 Md. App. 505, 525 (2000), we listed "four exceptions that preclude contribution[,]" including "payment from marital property" and "an inequitable result." Additionally, this Court has upheld decisions to award no contribution or only partial contribution "where the payor spouse 'was receiving the benefit of the use of the residence and [the non-paying spouse's] standard of living was considerably lower[.]'" *Flanagan v. Flanagan*, 181 Md. App. 492, 542 (2008) (quoting *Broseus v. Broseus*, 82 Md. App. 183, 193 (1990)). However, the trial court must explain the reasons for its decision. *Id.* at 543.

Both parties testified that, prior to separation, Wife paid the mortgage and Husband paid the other expenses related to the house, such as HOA fees and utilities. After Husband left the marital home, he stopped making any payments related to maintaining the marital home. Because of this, Wife argues that Husband's share of the equity in the home should be reduced by the amount of additional money Wife spent to maintain the property. Wife

submitted into evidence mortgage statements from January 2023 to February 2024. Her financial statement indicated the amount of HOA fees and repair costs Wife was responsible for. Notably, there was no evidence concerning what funds Wife used to pay the mortgage or other carrying costs, nor any evidence that Wife had a bank account containing non-marital funds. Thus, it is possible that Wife used marital funds to pay mortgage payments, HOA fees, and other costs related to the home.

The court did not address this issue in its memorandum opinion or order. Although judges "are presumed to know the law and to apply it properly[,]" it appears that Wife's *Crawford* credits request may have been overlooked. *See In re X.R.*, 254 Md. App. 608, 629 (2022) (quoting *Marquis v. Marquis*, 175 Md. App. 734, 755 (2007)). Accordingly, we shall remand to the circuit court to allow it to consider this issue. *See Flanagan*, 181 Md. App. at 543 ("In this case, because of the absence of any explanation, we cannot discern whether the court's omission of the home equity loan from the calculations was an intentional choice based on the equities of the case, or merely an oversight."); *Turner*, 147 Md. App. at 407 ("It seems to us that, with far too many issues for the court to resolve, this one was overlooked. Because it is not clear why the court ruled as it did, we shall direct the court to reconsider this issue on remand.").[11]

[11] Because *Crawford* credits are an equitable remedy within the court's discretion, the court on remand may or may not award these credits without disturbing the monetary award and distribution of the parties' assets.

III. Monetary Award

Wife makes several arguments concerning the monetary award. Most of her arguments stem from a misunderstanding as to how the court calculated the monetary award, such as her repeated assertion that the value of the marital home may have been included in the court's calculation. The court stated that it "calculated an equal division of marital property" in determining the monetary award of $131,562.37, "representing that Marital Property attributable to Wife less the Marital Property attributable to Husband, including the amount dissipated by the Husband[.]" From this explanation, as well as a review of the chart attached to the memorandum opinion, it is clear that the court elected to enter a monetary award that would equally divide the marital property that was not jointly owned or otherwise distributed on an "if, as, and when" basis. Thus, the court determined that the marital property owned solely by Wife was worth $355,300.27:

Timeshare	$ 10,000.00
Ford Fusion	$ 16,600.00
Checking and savings accounts	$ 3,356.54
Fidelity x7669	$ 313,217.14
Fidelity x6950	$ 12,126.59
Total	**$ 355,300.27**

The court determined that the marital property owned solely by Husband was worth $92,175.52:

Volkswagen Tiguan (sold)	$ 15,400.00
Checking and savings accounts	$ 8,570.32
Dissipation from TSP	$ 53,190.20
Personal property	$ 15,015.00
Total	**$ 92,175.52**

The $131,562.37 monetary award is one-half the difference of these two values, rounded down to the nearest cent:

	$ 355,300.27
-	$ 92,175.52
	$ 263,124.75
÷	2
	$ 131,562.375

It is apparent that, contrary to Wife's arguments, the monetary award calculation did not include the value of the marital home, which the court addressed separately (and divided the equity equally) as discussed in Section II. above.

As noted, the parties valued many of the items on the 9-207 statement as "unknown." Wife argues that the court erred in assigning a value to these items. All items with "unknown" values on the 9-207 statement aside from the timeshare were owned by Husband, and their valuation and inclusion in the monetary award calculation therefore had the effect of lowering the monetary award.[12] Husband provided testimony as to the value of each of these items. The court was not required to accept the valuation of the property as "unknown" as provided on the 9-207 statement, and had discretion to accept Husband's valuation of his personal property. *See Abdullahi*, 241 Md. App. at 413-14; *cf. Collins v. Collins*, 144 Md. App. 395, 413 (2002). As to the timeshare, although the trial court suggested it was not fully satisfied with Wife's testimony concerning its valuation, Wife

[12] The 9-207 statement also did not include a value for the furniture in the marital home. The court found these items to be jointly owned, did not assign them a value, and ordered that they be sold and the proceeds divided equally.

did testify that she believed the timeshare was worth $8,000 to $10,000.[13] The court's determination of its value was not clearly erroneous.

Wife next argues that the court should not have included the Volkswagen Tiguan as a marital asset because it had been sold prior to trial. "[P]roperty disposed of before commencement of the trial under most circumstances cannot be marital property." *Gravenstine v. Gravenstine*, 58 Md. App. 158, 177 (1984). However, it appears that the court included the value of the Tiguan because the court found Husband had dissipated the money acquired from its sale on his trip to Kenya. *See Omayaka v. Omayaka*, 417 Md. 643, 652-53 (2011) (noting that dissipated assets may be included in the court's determination of marital property). The court acknowledged in the chart attached to the memorandum opinion that the Tiguan had been sold, and included the full value of the sale ($15,400) as marital property owned by Husband. Like the "unknown" values for items discussed above, the court's inclusion of the Tiguan in its monetary award calculation lowered its ultimate monetary award.[14] In short, we fail to see how the inclusion of the

[13] Wife states in her brief that the parties agreed the timeshare was nonmarital property. There was no such agreement apparent in the record. The timeshare was listed in the first section of the 9-207 statement as an item the parties agree is marital. Wife never argued below that the court should find the timeshare to be nonmarital.

[14] It appears that the trial court may have included the funds Husband dissipated during his trip to Kenya in its calculation twice. The court specifically found that Husband had dissipated $15,600 when he traveled to Kenya and gave money to various individuals associated with that trip. The court attributed this as dissipation of Husband's TSP. However, Husband testified that he funded the trip using the money acquired by selling the Tiguan, totaling $15,400. It is unclear why the court would have included the sale price of the Tiguan as Husband's asset if the court did not find that those funds had been dissipated.

Tiguan in Husband's column of the marital property analysis caused any harm to Wife.

IV. Attorneys' Fees

Finally, Wife argues that the court erred in awarding attorneys' fees to Husband. She asserts that the court erred by failing to explicitly mention Husband's dissipation of assets, Husband's retirement income, and the monetary and property awards in its determination to award attorneys' fees to Husband. We initially note that the court expressly recognized the governing statutes, FL § 7-107 and FL § 11-110,[15] and stated the law required the court to "consider the financial resources and financial needs of both parties, as well as whether there was substantial justification for the prosecution or defending of the proceeding." Recognizing its obligations in assessing attorneys' fees, the court correctly noted that it had "already made extensive findings relative to the financial resources and needs of the parties." Moreover, the court was clearly aware of the disparity in incomes. Because Wife admits that she makes nearly four times as much as Husband, a detailed consideration of the parties' incomes would be unlikely to weigh against awarding attorneys' fees. As to dissipation, monetary award, and division of equity in the marital home, the court made detailed findings on these issues elsewhere in its opinion. The court's opinion as a whole indicates that it adequately considered the parties' financial resources and needs in its attorneys' fees analysis. *See Meyr v. Meyr*, 195 Md. App. 524, 553 (2010) ("Although the court did not specifically recite the statutory factors in its award of attorneys' fees, the court's earlier statements show that it had considered these factors with

[15] FL § 8-214 would also apply. All three statutes require the same considerations.

respect to its other rulings."); *Sayed A. v. Susan A.*, 265 Md. App. 40, 90 & n.18 (2025).

The court then proceeded to consider whether Husband had substantial justification for maintaining his claim as required by the applicable statutes. The court found this to be "a complicated question" because on the one hand, Husband failed to prove his alimony claim, and there was evidence that he dissipated marital assets. Yet the court weighed the countervailing fact that Wife's evidence concerning her non-marital property claims was "sorely lacking." In our view, the court's analysis demonstrated that it adequately considered "whether there was substantial justification for prosecuting or defending the proceeding." *See* FL § 8-214(c)(2).

In sum, our review of the record persuades us that the court did not abuse its discretion in awarding Husband attorneys' fees "in an amount attributable to the pursuit of a marital award." The characterization of three of the four Fidelity accounts as marital property became the substantial basis for the court's monetary award, and the court tailored its fee award to counsel's efforts to refute Wife's claims that her Fidelity accounts were substantially non-marital. We discern no error or abuse of discretion.

CASE REMANDED TO THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY TO CONSIDER APPELLANT'S REQUEST FOR CRAWFORD CREDITS. JUDGMENT OF THE CIRCUIT COURT OTHERWISE AFFIRMED. APPELLANT TO PAY COSTS.