

Circuit Court for Montgomery County
Case No. 173780-FL

UNREPORTED*
IN THE APPELLATE COURT
OF MARYLAND

No. 1773

September Term, 2022

TERRANCE L. PYLES

v.

RHOSHANDA M. PYLES

Nazarian,
Ripken,
Kenney, James A. III
(Senior Judge, Specially Assigned),

JJ.

Opinion by Kenney, J.

Filed: January 16, 2024

*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).

This case arises from the entry of a divorce judgment by the Circuit Court for Montgomery County, which ended the marriage of Terrance L. Pyles (“Husband”) and Rhoshanda M. Pyles (“Wife”). Husband presents four questions on appeal, which we have reordered:

- I. Did the [circuit] court abuse its discretion by awarding [Wife] a survivor’s annuity?
- II. Did the [circuit] court abuse its discretion by not deducting the home improvement loan from the marital home value?
- III. Did the [circuit] court abuse its discretion by awarding alimony?
- IV. Did the [circuit] court abuse its discretion by awarding attorney’s fees?

Answering the first two questions, we conclude that the trial court did not make sufficient findings of fact with respect to the survivor’s annuity and the home improvement loan. We shall therefore vacate the monetary award and remand for further findings in accordance with this opinion. Because the monetary award must be vacated, we must also vacate the alimony award and the award of attorney’s fees. *See Turner v. Turner*, 147 Md. App. 350, 400-01 (2002) (footnote omitted) (“The factors underlying alimony, a monetary award, and counsel fees are so interrelated that, when a trial court considers a claim for any one of them, it must weigh the award of any other. . . . Therefore, when this Court vacates one such award, we often vacate the remaining awards for re-evaluation.”). We shall address the remaining issues to the extent necessary to provide guidance on remand.

BACKGROUND

A. History of the Marriage

The parties met when Wife was pursuing an undergraduate degree in business management and Husband was in medical school. They graduated from their respective programs in 1998 and married the same year. The parties are the parents of three adult children, all of whom graduated from college.

They began their married life in Maryland, where Husband completed his residency in emergency medicine at area hospitals. Wife worked for a bank and assumed primary responsibility for the care and supervision of the children and day-to-day maintenance of the family home.

In January 2000, Husband began active duty service in the United States Navy as a physician, a position which he continued to hold throughout the marriage. His first duty station was Jacksonville, Florida. The parties moved to Jacksonville and built a home there.¹ Husband traveled back and forth from Jacksonville to Pensacola to attend a six-month training program. He was then sent to California for a year and a half. They agreed that Wife would remain in Jacksonville with the children, so as not to “uproot” the family. While there, Wife began working as a teacher and athletics coach at a middle school.

The parties moved back to Maryland when Husband was stationed at Walter Reed National Military Medical Center (“Walter Reed”) from 2004 to 2009. Wife obtained a teaching certificate and began working as a teacher in the Montgomery County Public

¹ According to Husband’s testimony at trial, the parties moved to Jacksonville in 2002. Wife testified that the move to Jacksonville took place in 2000.

School system. She earned a master’s degree in educational leadership in 2007 and pursued a career in school administration.

From 2009 to 2011, Husband was stationed in Norfolk, Virginia. At trial, Husband explained that Wife did not relocate to Norfolk with him because it was an “operational assignment” and he would be deployed on a ship for almost a year.

When Husband returned home from Norfolk in 2011, he told Wife that he was no longer in love with her, and that they needed to get divorced. Wife persuaded Husband to stay in the marriage for the sake of their children.

From 2011 to 2013 Husband was again stationed in Florida and Wife and the children remained in Maryland. It was then that Husband began “moonlighting” for a privately-owned health care company to help pay for the children’s private school tuition and maintain the family home in Maryland. He continued to work as a contract physician, in addition to his position with the Navy, up to and including the time of trial.

From 2013 to 2016, Husband was stationed in Indian Head, Maryland. During that time, Husband spent every fourth to sixth weekend at the family home. Wife and the children also visited him in Indian Head. In January 2016, he disclosed to Wife that he had fathered a son with another woman.

That same year, Husband was transferred from Indian Head to Groton, Connecticut. He asked Wife to relocate to Connecticut, but she chose to remain in Maryland with the children. Husband was stationed in Connecticut from 2016 to July 2019.

From August 2019 to the date of trial, Husband was again stationed at Walter Reed. Returning to Maryland in 2019, he again told Wife he wanted a divorce and moved into the basement of the family home. He moved out of the marital home in June 2021.

B. Divorce Actions and Interim Order

In February 2021, while living in the basement of the family home, Husband filed for a limited divorce. Wife filed a counterclaim for divorce based on adultery and constructive desertion. Her requested relief included a monetary award, pension and survivor benefits, alimony, and attorney’s fees.

On October 7, 2021, the parties consented to the entry of a pendente lite order. Under the terms of that order, Wife was granted temporary possession of the marital home. In lieu of direct alimony payments to Wife, Husband was to pay the mortgage and insurance for the marital home, as well as installments of a home equity loan secured by the marital home.

Husband amended his complaint in June 2022 to request an absolute divorce based on a one-year separation. Wife filed an amended counterclaim, alleging that Husband had dissipated marital funds.

C. Trial

A two-day merits hearing was held in August 2022 on issues of marital property, alimony, and attorney’s fees. At the time of trial, Husband was 49 years old and Wife was 47 years old.

Husband's Testimony

Husband testified to “growing pains” in the beginning of the marriage. He said that he did not think he was ready for marriage at that time, but that he had “tried to make the best of it[.]”

He admitted to extramarital relationships. The first was in 2000, while on a “boys trip” to Las Vegas. In 2010, he reconnected with the same woman, and a child was conceived at that time. Husband learned of the child in 2011 but he did not tell Wife until 2016. He began paying child support in 2016, after a paternity test confirmed that he was the father.

Husband had another extramarital affair when he was stationed in Norfolk, from 2009 to 2011. When he returned from that deployment, Wife discovered photographs of his paramour on his phone. Husband stated, “[t]hat’s when it led to, you know, this isn’t going anywhere[.]” He told Wife that he was not in love with her and that they needed to get divorced. Although he agreed to stay in the marriage, for the sake of the children, he “didn’t see the point.” In his opinion, “[t]here was clearly no trust and there was nothing that was going to be salvaged[.]” He said that continuing to work on the marriage was “okay for a while, but fundamentally what was driving [him and Wife] apart never got better.” When Husband was asked what he thought had driven them apart, he responded, “[d]ifferent directions, different focus on what was important. Material versus nonmaterial.”

When Husband returned to Maryland from Connecticut in August 2019, he decided that staying in the marriage was “pointless.” He moved into the basement of the marital

home and “laid . . . out” a plan for the parties to “coexist” and “get [their] affairs together . . . so that everyone [would be] okay” when they divorced.

In June of 2021, Husband moved out of the marital home and into a one-bedroom apartment. That same month, he withdrew approximately \$24,000 from an Ameritrade investment account in his name, leaving a balance of \$2,085.67. He also withdrew approximately \$19,000 from a Charles Schwab investment account in his name, leaving a balance of \$25. Husband testified that he used those funds to pay off his credit cards and other “significant bills.” Except for a loan in her name that was used to purchase a car for their eldest daughter, he did not pay off Wife’s debts.

In the first seven months of 2022, Husband withdrew approximately \$14,000 from his Ameritrade account, leaving it with a balance of \$212.60. There was no evidence as to how those funds were used.

In May of 2022, Husband withdrew the balance of his Thrift Savings Plan retirement account. He split the proceeds with Wife, after deducting early withdrawal penalties from her share. She received approximately \$12,000. Husband used half of his share to repair a daughter’s car.

When Husband’s lease expired, in June 2022, he moved in with his parents. He testified that he planned to move in with his girlfriend, whom we shall refer to as “N.”, who owned a house in Fredericksburg, Virginia. He would probably move in with N. in January 2023, when his posting at Walter Reed ended. Husband had started using N.’s address as his own on certain documents, including his Ameritrade account.

N., who Husband said was “very self-sufficient[,]” had purchased the home in Fredericksburg in October 2021. Husband denied contributing funds toward the purchase of the Fredericksburg home and, as of the time of trial, he had no agreement to pay N. rent.

Husband gave conflicting testimony regarding his future living arrangements on redirect examination, when his attorney asked him to update the expenses he had listed on the financial statement he had filed almost a year before trial. At the time of that filing, Husband claimed \$1,851 per month in rent for his apartment. He testified that he “anticipated paying more” than that in the future, possibly as much as “[a] thousand dollars, maybe two, depending on the size of the domicile.”

According to Husband’s most recent Leave and Earnings Statement, his gross monthly income from the Navy was \$18,473.82. Husband did not include any other income on his financial statement, but he testified that he had, since 2012, “moonlighted” at private health care facilities to supplement his Navy salary. On cross-examination, Wife introduced Husband’s bank statements showing that, in the seven-month period between November 2021 and June 2022, Husband had earned \$60,347.20 in secondary income from DirectMDSource, and that, at the time of trial, he was still working for that company. She also introduced evidence showing that Husband had earned \$100,203.00 in secondary income in 2017, and \$73,722.62 in 2018.

Husband testified that he had decided “it was time” to retire from the Navy voluntarily because he was not advancing in rank. His retirement request was approved and he would retire effective January 1, 2023. Husband stated that he had not made any decisions about post-retirement employment, but he would continue to work for

DirectMDSource after his retirement from the Navy, as long as shifts were available. He acknowledged that he was able work full-time in private practice.

Wife's Testimony

Wife testified that Husband's infidelity, which was "very hurtful[,] " was a "big piece" of what contributed to the estrangement of the parties. Wife stated that Husband's increased use of alcohol also became an issue during the marriage. She said that alcohol had "altered who [Husband] is[,] " to the point where she "just do[es]n't recognize" him.

Wife stated that she did not agree to Husband's request for her to move to Connecticut in 2016 because she did not want to derail her career. She explained: "when you bounce around from place to place, you end up having to start all over." In addition, she was concerned that the move would adversely affect the parties' youngest child, who was in her last year of high school at that time and had struggled with mental health issues.

Wife viewed the marriage as "done" in 2020 or 2021. According to Wife, Husband had moved back into the marital home after returning from his post in Connecticut in 2019, but he "wasn't willing to really settle into the relationship." She was aware that he was seeing another woman.

At the time of trial, Wife was employed as a high school principal and earned approximately \$162,000 per year. She testified to a personal student loan debt of approximately \$24,000; and a credit card debt of approximately \$27,000. She also had an outstanding car loan of \$17,970 in her name that was used to purchase a car for the youngest

child. Wife also owed \$5,000 to her father, which she borrowed to pay attorney’s fees, and \$3,400 in back taxes.²

According to Wife’s financial statement, which was filed three days before trial, her gross salary was \$13,531 per month. She was at the top of her pay grade and would only receive cost-of-living increases in the future. Wife claimed expenses of \$18,554.06 per month, which included the mortgage payment of \$4,335.52 for the marital home, which Husband had been paying pursuant to the consent pendente lite order.

Evidence Regarding the Marital Home

In 2015, the parties built a 6,700 square foot home in Clarksburg, Maryland. In October 2020, Husband took out a \$45,000 unsecured loan to pay off a higher-interest loan, the proceeds of which were used to complete the construction of a patio and walkway in the backyard of the marital home.

At the time of trial, the parties had entered into a contract for the sale of the marital home for the sum of \$1.2 million dollars. There was an outstanding mortgage balance of approximately \$770,000.

Closing Arguments

Husband requested that the court grant an absolute divorce based on a one-year separation. He asked the court to divide the proceeds from the sale of the marital home equally between the parties, and that Wife be ordered to contribute a “fair share” toward repayment of the \$45,000 loan used for the patio and walkway.

² Wife’s financial statement also included a liability for a “Dept. of Ed loan” in the amount of \$23,189. It does not appear that there was any testimony explaining this entry.

Husband, arguing against an award of alimony, stated that Wife had the ability to meet her financial needs, and that her claimed expenses were unreasonable. He also claimed that, because of his imminent retirement from the Navy, he would not have the ability to pay alimony and meet his own needs. He argued that, in the absence of expert testimony regarding his earning capacity, the court should find that Husband’s income would drop to approximately \$70,000, representing half of his Navy pension plus his year-to-date income from DirectMDSource. In his view, Wife had no need for assistance paying her attorney’s fees.

Wife argued that Husband had “depleted” investment accounts containing marital funds to pay down his debt, while she was left with a substantial amount of debt, which she was unable to pay off without assistance. She requested indefinite alimony or, in the alternative, a period of rehabilitative alimony so that she could “make . . . ends meet” during the transition from being married to being single. She further asserted that, although Husband testified that he had not decided whether he would seek additional employment to supplement his Navy pension, he was 50 years old, with 24 years of experience. Thus, “we certainly know what [Husband’s] capabilities are.”

Wife requested that Husband’s request for contribution toward repayment of the \$45,000 loan be denied because the patio and walkway were Husband’s idea, and there was no evidence that they increased the value of the home. In addition, she requested an award of half of Husband’s Navy pension as well as a full survivor annuity.³ Wife’s

³ Husband conceded that Wife was entitled to receive one-half of his pension.

counsel offered the court a proposed pension order prepared by an expert. Husband objected to the court's receipt of the draft order because he had not reviewed it and the expert had not been called as a witness. The court overruled the objection, stating that Husband would be given time to consider the proposed order, and that the court would not sign an order that had not been approved by both parties. The court stated that, if the parties were unable to agree, it would hold a hearing for the parties to present expert testimony regarding the pension and survivor annuity.

D. Circuit Court's Order and Opinion

After hearing closing arguments, the court took the matter under advisement. On November 16, 2022, the court issued a comprehensive memorandum opinion and order. In addition to granting Husband an absolute divorce, the order set forth findings and rulings regarding the division of marital property and Wife's request for alimony and attorney's fees.

Property Disposition

The court ordered that the proceeds from the sale of the marital home were to be split evenly between the parties. Husband would remain solely liable for the loan used to finance the patio project.

The parties' joint bank account, which had a balance of \$2,937.45, was split evenly between the parties. Husband retained ownership of banking and investment accounts in his name (or held jointly with N.) worth approximately \$16,776.00. He also retained two vehicles with a combined value of \$50,000. Wife retained bank accounts in her name worth \$800.

The court granted each party fifty percent of the marital share of the other party's pension on an "if, as, and when basis." In addition, Wife would be entitled to a survivor's annuity based on Husband's full retired pay.

Alimony

After weighing the statutory factors pertaining to an alimony award, the court awarded Wife rehabilitative alimony of \$3,000 per month for a period of five years. The court based that award on the following findings:

Wife is partly self-supporting. She is a principal of a high school . . . and earns \$162,372 annually. She is at the top of the [Montgomery County Public School] pay scale and will only receive [cost of living] increases in the future. She is saddled with significant debt and has very limited liquid assets. . . . Wife's financial statement indicates she has a deficit each month of at least \$3,200.00 per month. After settlement on the sale of the marital home, Wife will incur a monthly housing expense of approximately \$3,000.00. The [c]ourt is persuaded that at this time . . . there is a significant disparity in the parties' incomes and ability to meet their needs.

As for Husband's ability to pay alimony, the court found:

Husband earns approximately \$221,686.00 per year as a Navy physician and anywhere between \$50,000 and \$113,000 moonlighting in private emergency care facilities. Further, he has access to several investment accounts. Husband asserted monthly expenses totaling \$14,617.00 on his Financial Statement. Of his total monthly expenses, over \$4,500.00 represented monthly costs for the marital home. He no longer bears this cost as the marital home sold. Further, he testified he is not paying rent and that he plans to move into his girlfriend's house in the future. He offered no testimony as to what, if any, obligation he would have for a monthly housing expense when he does begin living with his girlfriend. The [c]ourt finds that Husband has sufficient income to support himself and pay alimony to Wife on a rehabilitative basis.

Attorney’s Fees

Finding that Husband was “well positioned” to do so, the court ordered Husband to contribute \$20,000 to Wife’s attorney’s fees.

E. Pension/Annuity Order

On November 16, 2022, the same day that the judgment of divorce was entered, counsel for Wife emailed a proposed Constituted Pension Order to Husband’s attorney to review prior to submitting it to the court. On December 1, 2022, Wife filed the proposed order along with a line stating that the proposed order had been forwarded to Husband’s attorney and that there had been no response. On December 12, 2022, Husband filed this appeal. On December 20, 2022, the court signed and entered a Constituted Pension Order, granting Wife, in addition to a survivor’s benefit based on Husband’s full retired pay, a percentage of Husband’s “disposable retired pay,” to be computed using the *Bangs* formula.⁴

F. Amended Judgment of Divorce

On December 2, 2022, based on a motion filed by Wife, the court issued an amended judgment of divorce that corrects the spelling of Wife’s first name in the caption, but is otherwise identical to the original judgment of divorce.

Additional facts pertaining to the presented issues will be added in our discussion of those issues.

⁴ *Bangs v. Bangs*, 59 Md. App. 350, 368 (1984).

STANDARD OF REVIEW

“When an action has been tried without a jury, the appellate court will review the case on both the law and the evidence[,] . . . and will give due regard to the opportunity of the trial court to judge the credibility of the witnesses.” Md. Rule 8-131(c). On questions involving marital property and alimony, we do not set aside the trial court’s factual findings unless they are clearly erroneous. *Solomon v. Solomon*, 383 Md. 176, 196 (2004); *Huntley v. Huntley*, 229 Md. App. 484, 489 (2016). “If there is any competent evidence to support the factual findings [of the trial court], those findings cannot be held to be clearly erroneous.” *Solomon*, 383 Md. at 202 (quoting *Fuge v. Fuge*, 146 Md. App. 142, 180 (2002)). “‘Competent evidence’ is simply evidence that is reliable and admissible.” *Juliano v. State*, 166 Md. App. 531, 540 (2006).

We review the ultimate decision to grant a monetary award or to award alimony for abuse of discretion. *Reynolds v. Reynolds*, 216 Md. App. 205, 222 (2014). “Under that lenient standard, the ruling ‘will not be reversed simply because the appellate court would not have made the same ruling.’” *McAllister v. McAllister*, 218 Md. App. 386, 400 (2014) (quoting *North v. North*, 102 Md. App. 1, 14 (1994)). “Instead, ‘[t]he decision under consideration has to be well removed from any center mark imagined by the reviewing court and beyond the fringe of what that court deems minimally acceptable.’” *Id.* (quoting *North*, 102 Md. App. at 14).

An award of attorney’s fees in family law cases is also reviewed under an abuse of discretion standard. *Sang Ho Na v. Gillespie*, 234 Md. App. 742, 756 (2017) (citing *Steinhoff v. Sommerfelt*, 144 Md. App. 463, 487 (2002)). To determine whether a court

abused its discretion in awarding attorney’s fees, “we examine the court’s application of the statutory factors^[5] to the unique facts of the case.” *Id.* (citing *Petrini v. Petrini*, 336 Md. 453, 468 (1994)). “We will not disturb a circuit court’s award of attorney’s fees ‘unless a court’s discretion was exercised arbitrarily or the judgment was clearly wrong.’” *Id.* (quoting *Petrini*, 336 Md. at 468).

DISCUSSION

I.

Monetary Award

“Under circumstances when the division of marital property by title is inequitable, the court may adjust the equities by granting a monetary award.” *Innerbichler v. Innerbichler*, 132 Md. App. 207, 227 (2000). “Marital property” is defined as “property, however titled, acquired by 1 or both parties during the marriage.” FL § 8-201(e)(1).

Where a party in a divorce proceeding petitions for a monetary award, the court must engage in a three-step procedure. *Reichert v. Hornbeck*, 210 Md. App. 282, 361 (2013).

First, for each disputed item of property, the court must determine whether it is marital or non[-]marital. Second, the court must determine the value of all marital property. Third, the court must decide if the division of marital property according to title will be unfair; if so, the court may make a monetary award to rectify any inequity[.]

⁵ A court is authorized to award attorney’s fees to a party in a divorce action after considering (1) the financial resources and financial needs of both parties; and (2) whether there was substantial justification for prosecuting or defending the action. *See* FL §§ 7-107 and 11-110.

Id. (quoting *Innerbichler*, 132 Md. App. at 228) (quotation marks and statutory citations omitted). “Failure to comply with the three-step process requires that any monetary award be vacated.” *Quinn v. Quinn*, 83 Md. App. 460, 464 (1990).

Husband contends that the court erred in determining the value of marital property. Specifically, he contends that the court erred by awarding a survivor’s annuity to Wife without evidence of the value and cost of the annuity. Husband further contends that the court erred by failing to adjust the value of the marital property to account for a home improvement loan in Husband’s name.

A. Survivor’s Annuity

“[T]he purpose of a survivor annuity benefit is to protect the named beneficiary financially in the event of the death of the employee.” *Caldwell v. Caldwell*, 103 Md. App. 452, 456 (1995). The right to a survivor annuity “falls within the definition of marital property[,]” as it is “incident to the marital relationship,” and “analogous to the right to the pension benefits themselves[.]” *Potts v. Potts*, 142 Md. App. 448, 463 (2002) (quoting *Pleasant v. Pleasant*, 97 Md. App. 711, 725 (1993)). “The decision to award survivor benefits is within the sound discretion of the trial court.” *Id.* at 462.

“[A] survivor annuity may be awarded ‘in conjunction with an ‘if, as and when’ [pension] payment,’ although the court must determine how the ‘if, as and when’ award should be altered, if at all, to account for the costs of the survivor benefit.” *Id.* at 470 (quoting *Pleasant*, 97 Md. App. at 729). As this Court has explained:

The survivor benefit must be “purchased,” so when an employee makes that election, the monthly [pension] payments are generally lower than they would be if the employee elected to take payment over the course of

his or her own life. This lowered monthly payment reflects the cost of the survivor benefit, and we have recognized that, in divorce cases, one of the parties must pay for this benefit. Thus, when the court orders the non-employee spouse to be named as “surviving spouse,” it must decide which party will pay for the benefit if the parties cannot otherwise agree.

Id. at 471 (internal citations omitted).

Because the court awarded Wife a survivor annuity without determining its value or who pays the costs, we must vacate the monetary award and remand to the circuit court for further proceedings.⁶ *See Quinn, supra.*

B. Home Improvement Loan

Husband contends that the court erred in ordering Husband to remain responsible for the \$45,000 home improvement loan. He argues that the loan is marital debt, and that Wife should be responsible to repay half of it.

“[W]hen a court is required to determine the value of marital property, it must consider as marital debt an outstanding loan traceable to the acquisition of the property,

⁶ Wife argues that Husband did not preserve his challenge to the award of a survivor annuity because he did not object to the proposed pension order that she submitted to the court. Husband responds that filing a notice of appeal was sufficient to preserve the issue for appellate review. We agree with Husband.

Husband objected at trial to Wife’s proposed pension order because he had not been given a chance to review it, and it was based on information that was not in evidence. The court stated that Husband would be given an opportunity to review the proposed order, and that, if the parties did not agree, the court would hold an evidentiary hearing on the issue.

The proposed order was emailed to Husband’s attorney for review on November 16, 2022. On the same date, the court entered the original judgment of divorce, which included an award of survivor benefits. Husband noted a timely appeal from that judgment. Under these circumstances, Husband’s claim that the court failed to determine the value of the survivor annuity and apportion the costs of same was sufficiently preserved.

even though the loan is not a lien on the property.” *Zandford v. Wiens*, 314 Md. 102, 104 (1988). In addition, marital debt includes “monies borrowed to make improvements to marital property—whether the borrowed funds that were utilized ultimately enhances the value of the marital property or not.” *Lee v. Andochick*, 182 Md. App. 268, 299 (2008). “[T]he value of th[e] marital property is adjusted downward by the amount of the marital debt” because “[t]hat part of marital property which is represented by an outstanding marital debt has not been ‘acquired’ for the purpose of an equitable distribution by way of a monetary award.” *Niroo v. Niroo*, 313 Md. 226, 239 (1988) (quotation marks and citations omitted).

Although the court found that the proceeds from the \$45,000 loan in Husband’s name were used to finance improvements to the marital home, it did not account for the outstanding loan balance in determining the value of the marital property. On remand, the net value of the marital property should be reduced by the amount of the marital debt. Upon doing so, the court may make any equitable adjustment to the monetary award that it may believe necessary.

II.

Alimony Award

Family Law Article, § 11-106(b) sets forth a non-exclusive list of twelve factors the court must consider in considering a party’s request for alimony.⁷ Husband contends that

⁷ FL § 11-106(b) provides that, in determining the amount and duration of an award of alimony, the court “shall consider all the factors necessary for a fair and equitable award,” including:

(continued...)

the trial court abused its discretion in awarding alimony because the award was based on clearly erroneous findings with respect to several of the statutory factors, which we shall address in turn.

A. Wife’s Ability to be Self-Supporting (FL § 11-106(b)(1))

Husband claims that Wife has the ability to live “within her financial means” and that the court erred in finding that Wife was not self-supporting. He argues that the court should not have included “unreasonable” expenses claimed by Wife, including expenses for the soon-to-be-sold marital home; money spent on the parties’ adult children; car lease payments; and certain personal expenses.

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- (1) the ability of the party seeking alimony to be wholly or partly self-supporting;
 - (2) the time necessary for the party seeking alimony to gain sufficient education or training to enable that party to find suitable employment;
 - (3) the standard of living that the parties established during their marriage;
 - (4) the duration of the marriage;
 - (5) the contributions, monetary and nonmonetary, of each party to the well-being of the family;
 - (6) the circumstances that contributed to the estrangement of the parties;
 - (7) the age of each party;
 - (8) the physical and mental condition of each party;
 - (9) the ability of the party from whom alimony is sought to meet that party’s needs while meeting the needs of the party seeking alimony;
 - (10) any agreement between the parties;
 - (11) the financial needs and financial resources of each party, including:
 - (i) all income and assets, including property that does not produce income;
 - (ii) any award made under §§ 8-205 and 8-208 of this article;
 - (iii) the nature and amount of the financial obligations of each party; and
 - (iv) the right of each party to receive retirement benefits; and
 - (12) whether the award would cause a spouse who is a resident of a related institution as defined in § 19-301 of the Health – General Article and from whom alimony is sought to become eligible for medical assistance earlier than would otherwise occur.

As an initial matter, we note that the court expressly stated that it did not consider expenses claimed by Wife related to the marital home and the parties’ children. As for the remainder of the challenged expenses, we perceive no clear error in the court’s implicit finding of reasonableness.

B. Circumstances Contributing to the Parties’ Estrangement (FL § 11-106(b)(6))

Husband contends that the trial court erred in “placing the cause of the parties’ estrangement” on his multiple extramarital affairs and use of alcohol. According to Husband, “it was [Wife] who caused the parties to begin drifting apart” by refusing to “relocate with the children to reduce his financial and travel burden[,]” which “significantly contributed to the parties’ estrangement.” We perceive no clear error in the court’s finding that “Husband’s infidelity and use of alcohol are the primary reasons for the estrangement of the parties.”

C. Husband’s Ability to Meet His Needs While Meeting Wife’s Need for Alimony (FL § 11-106(b)(9)); and Financial Resources of the Parties (FL § 11 106(b)(11))

Husband claims that the court’s finding that he had the ability to pay alimony was erroneous. Specifically, he asserts that the court’s findings regarding his post-retirement income and future housing expenses were not supported by the record. In addition, he claims that the court erred in determining Wife’s salary, and in failing to account for Wife’s share of Husband’s pension.

Because the alimony award will be vacated and the case remanded for further findings, we need not address these contentions. To be sure, the parties’ respective financial situations will most likely have changed since the trial in August 2022. We note,

for example, that Husband was scheduled to retire within a month and a half of the court’s November 16, 2022 memorandum opinion and order. On remand, the trial court may receive evidence and make findings pertaining to the parties’ current financial situation. *See Taylor v. Taylor*, 306 Md. 290, 313 (1986) (observing that, on remand, the trial court “in the exercise of its discretion may receive additional evidence to supplement the existing record”); *Long v. Long*, 141 Md. App. 341, 353 (2001) (“On remand, the circuit court, in its discretion, may receive additional evidence.”). *See also In re Homick*, 256 Md. App. 297, 315-16 (2022) (holding that when this Court remands for “further proceedings,” the remand court does not exceed the scope of remand by hearing additional evidence, unless it is so limited by the remand mandate). The court may then make any adjustments in the alimony award that it deems fair and equitable.

III.

Attorney’s Fees

Husband contends that the trial court’s award of attorney’s fees is based on erroneous factual findings regarding the parties’ financial resources. The trial court, on remand, may reconsider the attorney’s fees award once decisions on the monetary award and alimony have been made.

MONETARY AWARD, ALIMONY AWARD, AND AWARD OF ATTORNEY’S FEES VACATED. CASE REMANDED FOR FURTHER PROCEEDINGS NOT INCONSISTENT WITH THIS OPINION. ALL OTHER PROVISIONS OF THE AMENDED JUDGMENT OF DIVORCE OTHERWISE AFFIRMED.

ALIMONY PROVISIONS AND CONSTITUTED PENSION ORDER TO REMAIN IN FORCE AND EFFECT AS A PENDENTE LITE ORDER PENDING FURTHER ORDERS OF THE CIRCUIT COURT. COSTS TO BE EVENLY DIVIDED BETWEEN THE PARTIES.