Circuit Court for Baltimore City
Case No. 24-C-20-003634

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND*

No. 957

September Term, 2023

ISAAC OUAZANA, ET AL.

v.

YEHUDA RAGONES, ET AL.

Graeff,
Ripken,
Meredith, Timothy E.,
(Senior Judge, Specially Assigned),

JJ.

Opinion by Graeff, J.

Filed: June 20, 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 Md. Rule 1-104(a)(2)(B).

Appellants, Isaac Ouazana and WAZ Management, LLC, ("Mr. Ouazana") filed a complaint against Yehuda Ragones and Kandy, LLC ("Mr. Ragones"), appellees, in the Circuit Court for Baltimore City, alleging breach of contract and unjust enrichment. After the jury ruled against him, Mr. Ouazana filed a motion for a new trial, which the court denied.

On appeal, appellants present the following questions for this Court's review,[1] which we have reorganized and rephrased, as follows:

1. Did the circuit court err in denying appellants' motion for a new trial based on the admission of inadmissible evidence and improper comment by defense counsel?

2. Did the circuit court err by including Maryland Pattern Jury Instruction 9:12 in the jury instructions when no evidence was

[1] Mr. Ouazana presented the following questions on appeal:

1. Did the trial court commit prejudicial legal error by denying Appellants' motion for a new trial after permitting Appellee and his counsel to present evidence that Ragones had filed a suit against Ouazana in the United States District Court that involved Ragones and "other Plaintiffs" after Appellee's Counsel, Jamil Zouaoui, falsely told the jury during his opening statement that Ragones had filed a "class action" lawsuit against Ouazana, in when such evidence was not admissible pursuant to Md. R. of Evid. 5-404(b), as it was not relevant to any issue in the case?

2. Did the trial court abuse its discretion and commit prejudicial error in denying Appellants' motion for a new trial after Appellee's counsel, Jamil Zouaout, flagrantly violated the Golden Rule during his opening statement, direct examination of Ragones, and closing statement?

3. Did the trial court commit prejudicial legal error by giving Maryland Pattern Jury Instruction 9:12 to the jurors on undue influence when no evidence was presented that the Appellant was in any way dependent on the Appellant due to differences in age, mental condition, education, business experience, or health?

> presented that appellees were dependent on appellants due to differences in age, mental condition, education, business experience, or health?

For the reasons set forth below, we shall affirm the judgments of the circuit court.

FACTUAL AND PROCEDURAL BACKGROUND

On August 29, 2017, Mr. Ouazana and Mr. Ragones signed a written agreement ("the Agreement") acknowledging that they were partners and jointly owned the following residential properties in Baltimore, Maryland: 4800 Frederick Ave., 18 North Kossuth St., 3335 Edmondson Ave., and 4048 Edgewood Rd. With respect to the house located at 3335 Edmondson Ave., the Agreement stated that: (1) Mr. Ragones was "responsible to rehab the house up to code"; (2) Mr. Ouazana would "pull permits and inspections in order for [Mr. Ragones] to obtain the Use and Occupancy"; (3) Mr. Ragones was "responsible to fix the property in order to obtain the Use and Occupancy"; (4) Mr. Ouazana had paid for "sheet rock of the house, doors, siding, new roof, new windows, framing, new electric throughout the house, electric heat throughout the house, plumbing, . . . insulation, foundation repair for the back of the house, and structure of rear house fully renovated"; and (5) Mr. Ouazana was "responsible [to ensure] that these items are by code and he will be responsible for the above renovations."

The Agreement included conditions regarding the sale of the properties listed therein. It stated that the parties could not and would not sell the properties without the signed consent of either party, nor could they sell "their 50% partnership without signed consent" from each individual party. If either party brought "an offer on any of the

properties . . . the other party will accept offer or each partner can pay out the other partner their 50% share according to the offer in 90 business days grace period," and if any of the properties "sell to a different buyer more than market value, WAZ Management" would have the option not to be the property manager.

I.

The Complaint

On August 26, 2020, Mr. Ouazana filed suit against Mr. Ragones, alleging breach of contract and unjust enrichment. He alleged that, in 2016, he and Mr. Ragones jointly purchased and paid to renovate the two properties, 4800 Frederick Ave. and 4048 Edgewood Rd. ("the Properties"). Mr. Ouazana and Mr. Ragones planned to rent the Properties, and they agreed to equally split any rental income from the Properties. The total cost of the purchase of the Properties was "approximately $67,500.00," and the total cost of renovating the Properties was "approximately $40,154.69." Mr. Ouazana alleged that he had contributed "approximately $53,827.35" toward the purchase and renovation of the Properties.

In August 2017, Mr. Ouazana and Mr. Ragones entered into the Agreement, which acknowledged that each party owned 50% of the Properties, and they would not sell the Properties or their partnership interest without the signed consent of the other party.[2] As joint owners, they agreed to split the profits and costs of the Properties.

[2] In a footnote, Mr. Ouazana acknowledged that the Agreement also "relate[d] to two other properties," 18 North Kossuth St. and 3335 Edmondson Ave., but he stated that those properties were "not at issue in this Complaint."

The parties verbally agreed that: Mr. Ouazana's company, WAZ Management, LLC ("WAZ"), would serve as the property manager for the Properties; WAZ would collect rent from the tenants, retaining an 8% fee for services; and WAZ would distribute the remaining rent between Mr. Ouazana and Mr. Ragones. Mr. Ouazana alleged that 4800 Frederick Ave. was "held in the name of [Mr. Ragones] pursuant to a Deed dated February 22, 2016," Mr. Ragones had agreed to amend the deed to reflect joint ownership by Mr. Ouazana and Mr. Ragones, and Mr. Ragones had not amended the deed. The property at 4808 Edgewood Rd. was "held in the name of . . . Kandy, LLC pursuant to a Deed dated June 14, 2016," Mr. Ragones, "on behalf of Kandy, LLC," had agreed to amend the deed to reflect joint ownership by Mr. Ouazana and Mr. Ragones, and Mr. Ragones had not amended the deed.

In March 2019, Mr. Ragones changed the locks to 4808 Edgewood Rd., thereby "restricting access so that Mr. Ouazana" and WAZ "were unable to enter" the property. Mr. Ouazana alleged that Mr. Ragones had "wrongfully terminated the oral agreement for WAZ" and had failed to pay WAZ for its property management services. He asserted that, since March 2019, Mr. Ragones had collected "all rents" from the 4808 Edgewood Rd. lessees, a total of approximately $28,404.00, "failed to disburse Mr. Ouazana his share of the rent collected," and intended to sell the property and "retain all proceeds of the sale."

In early August 2020, Mr. Ragones posted notices on the leased apartments at 4800 Frederick Ave., stating that he was the legal owner of the property, WAZ was no longer the property manager, and tenants would be subject to an extra rent payment if they remitted lease payments to WAZ. A second notice, dated August 6, 2020, advised the

tenants that Mr. Ragones would change the locks on the units, and if anyone else changed the locks, "we will come with the police and you will be arrested and facing a lawsuit." The next day, Mr. Ragones changed the locks, denying access to the tenants, Mr. Ouazana, and WAZ. Mr. Ouazana asserted that Mr. Ragones had violated the Agreement by collecting the August 2020 rent from the lessees at 4800 Frederick Ave., without remitting Mr. Ouazana's share, and Mr. Ragones intended to sell the property and retain all proceeds of the sale in violation of the Agreement.

Mr. Ouazana requested the following relief: (1) a declaratory judgment as to the rights and liabilities of the parties; (2) specific performance of the Agreement regarding 50% ownership of the Properties, including transferring title to the Properties to reflect that ownership; (3) an accounting of the rents collected by Mr. Ragones; (4) quiet title to the properties to which Mr. Ouazana had an equitable interest; (5) a *lis pendens* to serve as constructive notice that any interest in the properties could only be taken subject and subordinate to any judgment in favor of Mr. Ouazana; and (6) compensatory damages.

II.

Motion to Dismiss and Answer

On October 6, 2020, Mr. Ragones filed a motion to dismiss, alleging that Mr. Ouazana's action could not be heard because it duplicated an action pending in federal court, which Mr. Ragones had filed in February 2020. Mr. Ragones asserted that the federal suit involved substantially the same parties and issues, and there were no unusual compelling circumstances requiring a different result. The federal case, which he asserted

was "styled as a class action," alleged that Mr. Ouazana and related parties committed widespread fraud against investors, including Mr. Ragones, and Mr. Ouazana engaged in fraud in procuring the Agreement between them.

On December 16, 2020, following a hearing, the court denied Mr. Ragones' motion to dismiss. Mr. Ragones subsequently filed an answer to Mr. Ouazana's complaint. As an affirmative defense, Mr. Ragones asserted that Mr. Ouazana "knowingly failed to disclose and misrepresented material information regarding [his] ownership interests in some of the properties listed in the Agreement to fraudulently induce [Mr.] Ragones to sign" the Agreement. He contended that, even if there were a meeting of the minds despite such fraud, Mr. Ouazana breached his obligations under the Agreement.

III.

Trial

A.

Mr. Ouazana's Case

On June 20, 2023, trial began in the circuit court. Azita Arvon, a settlement officer and Maryland notary, testified that she notarized the Agreement signed by the parties on August 29, 2017.[3] Mr. Ragones signed the deed to 4800 Frederick Ave., and Ms. Arvon notarized it. The date of purchase was February 23, 2016. Ms. Arvon testified that she had notarized documents for Mr. Ouazana prior to notarizing the deed to 4800 Frederick Ave.

[3] Ms. Arvon testified that she did not draft the Agreement.

Benjamin Ouazana, Isaac Ouazana's brother and the co-owner of WAZ, testified that he and Mr. Ouazana met Mr. Ragones in approximately 2014.[4] Mr. Ragones, who lived in Las Vegas at the time, met with the Ouazanas because he was interested in purchasing rental properties in Baltimore and obtaining training for owning and managing rental properties. Benjamin testified that Mr. Ragones told him that he wanted to learn the business to "try to lock in with you guys to learn a new trade," and the Ouazanas "took [Mr. Ragones] like . . . a brother." Mr. Ragones stayed at Benjamin's apartment while he learned about the rental management process.

In February 2016, Mr. Ragones told the brothers that he owned the property at 4800 Frederick Ave., and he wanted to "partner with [the Ouazanas]." Benjamin testified that he and his brother paid Mr. Ragones $17,776.50 to purchase half of the property, and they "did a large amount of work" to the property. The deed to the property, however, listed Mr. Ragones as the sole owner.

On cross-examination, Mr. Ragones' counsel asked Benjamin if he had a written agreement with the owner of 4800 Frederick Ave. Benjamin initially responded: "So when you consider someone family and someone worth more than money, and you have been doing it for years, we trusted him." When asked again if there was an agreement, either written or oral, Benjamin stated he believed there was an oral agreement that rental income would be split 50/50 and that WAZ would manage the property.

[4] To distinguish witness Benjamin Ouazana from appellant Isaac Ouazana and for clarity, we will refer to Benjamin Ouazana by his first name. We mean no disrespect in doing so.

In 2016, Mr. Ragones purchased property at 4048 Edgewood Rd. at a foreclosure sale. In March or April, the sale was ratified. Because Mr. Ragones did not have the money to complete the sale, however, the trustee for the property filed a motion to resell. Mr. Ragones asked the Ouazanas to help him with the purchase cost, and they gave him $21,000, "half of what the closing costs were." The deed to the property listed Kandy, LLC, an LLC created by Mr. Ragones, as the owner.

Benjamin testified that he and Mr. Ouazana made significant repairs and renovations to 4800 Frederick Ave., totaling $34,833.12. They spent $5,321.57 on rehabilitating 4808 Edgewood Dr. He testified that Mr. Ragones owed the Ouazanas $28,627.345, "his half of the cost of the rehab" on the Properties plus additional charges relating to three properties owned by Mr. Ragones that he had asked Benjamin to "help" him with. When asked if Mr. Ragones had "ever offered to make [the Ouazanas] 50 percent owners" in the Properties, Benjamin responded: "Never. We trusted him, and I guess we learn by mistakes."

In late 2017, Mr. Ragones set up his own management company, and he "basically just tried to set up the same type of business that we built, and then he was starting getting knowledge from us." He was "settling up his management and then just taking off [the Ouazanas'] business." Benjamin testified that he helped Mr. Ragones, "housed him" every Saturday, "taught him the business," and "paid him every money."

In August 2020, Benjamin received a complaint from a tenant at 4800 Frederick Ave., stating that she had been locked out of her apartment with all of her belongings still

inside. Benjamin went to the property and saw a notice on the door indicating that Mr. Ragones had changed the locks. Mr. Ragones similarly had locked out tenants at 4048 Edgewood Rd. in March 2019. Since locking out the tenants, Mr. Ragones had not "made any payments pursuant to the agreement sharing any portion of the rental fees."

Patricia Jones-Jenkins testified that she was a lessee at 4800 Frederick Ave. in August 2020. After being locked out of her apartment in August 2020, she called Benjamin at WAZ, who came to the apartment and helped her get back into her apartment. Thereafter, she used the back door to the building, which was dark and unsafe, until she moved out in November 2020 when her lease expired.

At the close of Mr. Ouazana's case-in-chief, Mr. Ragones moved for a directed verdict, asserting that Mr. Ouazana had not produced sufficient records in support of his claim for damages. The court denied the motion.

B.

Mr. Ragones' Case

Mr. Ragones testified on his own behalf in the defense case. His testimony essentially was that he took the actions he did because Mr. Ouazana committed fraud in inducing him to sign the Agreement.

The first real estate investment that Mr. Ragones made with Mr. Ouazana occurred in 2014 or 2015, when they purchased property at 18 North Kossuth St.[5] Mr. Ouazana told

[5] Mr. Ragones testified that he met Mr. Ouazana in 2014 or 2015, while he was living in Las Vegas. He planned to move to Israel. He wanted to have an income while

Mr. Ragones that they were "going to be fifty/fifty," and Mr. Ragones wired Mr. Ouazana approximately $35,000. Mr. Ragones received the deed to the property, which indicated that both parties owned the property. Four to six months later, when Mr. Ragones began receiving his share of rent payments from the property, he felt "okay and safe" about working with Mr. Ouazana. Eventually, Mr. Ouazana and Mr. Ragones became "like brothers." The Ouazanas "were the only people that [Mr. Ragones] knew and that [he] trust[ed]" in Baltimore, and they grew "closer and closer" as they spent "95 percent" of their time together, including observing Shabbat and attending synagogue together.

After purchasing 18 North Kossuth St. together, Mr. Ragones and Mr. Ouazana drove around to "different properties that [the Ouazanas] offer[ed]" him. They agreed "on some of [the] properties that [Mr. Ragones was] interested in." He stated that Mr. Ouazana "told [him] the amount, we agree, we have a contract like what we're going to do and we agree on everything and . . . [he] send [Mr. Ouazana] the money." Mr. Ragones wired Mr. Ouazana $175,000 to invest in five properties, $53,000 for each property and $18,000 for renovations of the properties.

The properties that the Ouazanas bought, however, were not the same ones he had approved for purchase. Once Mr. Ouazana received the money, he told Mr. Ragones that they "didn't get this house, but they're going to give you this house instead, and it wasn't

living in Israel, and a childhood friend connected him with Mr. Ouazana. After meeting Mr. Ouazana, he decided to purchase real estate in Baltimore.

like the houses" that they had agreed to purchase. Mr. Ouazana managed the properties, and some of the properties began to generate rental income.

In 2015 or 2016, Mr. Ragones purchased 4804 Edgewood Rd. and 4800 Frederick Ave. He testified that he purchased 4800 Frederick Ave. on his own, not through Mr. Ouazana. He stated that he was "super new" to purchasing real estate, and "[e]verything [he] knew, it's from [Mr. Ouazana], even Benjamin, everything." Mr. Ouazana subsequently managed the Properties.

Beginning in March 2017, Mr. Ragones "start[ed] to find a lot of problems," and he started hearing "rumors about one of the properties" that he had with Mr. Ouazana. These problems included not receiving receipts or documents supporting expenses that Mr. Ouazana claimed he had paid, tenants moving out of their apartments only two months into the lease period, and contractors saying they had not been retained to complete renovations for which the Ouazanas had billed Mr. Ragones.

At this point, Mr. Ragones did not want the Ouazanas to continue managing the Properties, and he testified that he had "trusted them with everything," and he "didn't know that somebody who was like [his] brother can steal from [him]." Mr. Ragones discussed these concerns with the Ouazanas, but he ultimately "gave them 60-days notice to not manage any more of [his] properties."[6]

[6] Mr. Ragones testified that at the time he sent the notice, Mr. Ouazana managed between 12 to 15 properties for him.

Another problem arose with respect to the Edmondson Ave. property. In 2016 or 2017, Mr. Ragones and Mr. Ouazana purchased the property as partners for $5,000 at auction. Mr. Ragones testified that he paid Mr. Ouazana $2,500, his half of the purchase price.[7] In 2017, Mr. Ragones began hearing rumors that the property was not his, "like before [they] did this Agreement," and therefore, he called Mr. Ouazana to discuss. Mr. Ragones asked Mr. Ouazana if he owned the property, Mr. Ouazana said yes, and he then asked Mr. Ragones to come to his office. When Mr. Ragones arrived, Mr. Ouazana was in his office with his father and Ms. Arvon.[8] At this time, he had not seen the deed to 3335 Edmondson Ave. He testified that Ms. Arvon talked and "start[ed] to calm [him] down." Ms. Arvon then drafted the Agreement, which "was supposed to ensure" Mr. Ragones that Mr. Ouazana owned 3335 Edmonson Ave. Mr. Ouazana suggested they create the agreement to "calm [Mr. Ragones] down." Ms. Arvon "checked everything, that everything was okay, that the North Kossuth, I own fifty percent, that I didn't change any ownership on Edgewood and also on Frederick, and also she did on Edmondson." Ms.

[7] Benjamin testified that Mr. Ragones did not make any payments for the Edmondson Ave. property, and he did not perform any repairs or renovations to the property. The deed to the property was signed on June 2, 2016 and July 20, 2016. Mr. Ouazana signed on behalf of WAZ. The Edmondson Ave. property was one of the properties listed in the Agreement. When asked whether the property had been transferred to a third party at the time the agreement was signed in August 2017, Benjamin responded: "I believe it's a no." Benjamin testified that in 2017, Yaakov Krozier, LLC owned the property.

[8] Mr. Ragones testified that Ms. Arvon was a "title company's agent that do all the transactions for" Mr. Ouazana. He stated that all "five properties that [he] purchase in the beginning, Ms. Arvon did it," and "[n]inety-percent of her job was [Mr. Ouazana]."

Arvon "notarized that [Mr. Ouazana] still have the ownership on" 3335 Edmondson, which made him feel "safe" and he "believed that it's true."

Mr. Ragones testified that he agreed to put 50% of his ownership in 4800 Frederick Ave. and 4048 Edgewood Rd. into the Agreement to balance the cost of the renovations the Ouazanas said they had completed on 3335 Edmondson Ave.[9] He testified that, because Mr. Ouazana put 3335 Edmondson into the Agreement, he felt "more secure," "more calm," and more relaxed. Shortly after signing the Agreement, Mr. Ragones visited 3335 Edmondson Avenue and found it boarded up in "shell condition," with no renovations completed. At that point, he realized that he had "been lied and it's notarized."

In 2018, Mr. Ragones took Mr. Ouazana to "Jewish Court," but Mr. Ouazana refused to appear.[10] Mr. Ragones then filed a complaint in federal court. As discussed in

[9] Mr. Ragones testified as follows:

> I put [4800 Frederick Ave. and 4808 Edgewood Rd.] in the Agreement, the Agreement which was very simple. I put those two properties inside and he put this Edmondson property and fix it. Those two properties cost together $67,000, and the renovation that [Mr. Ouazana] said that he did on Edmondson, it was, I think $37,000, so it was like half price. I put something in the deal and he put something in this deal.

[10] Mr. Ragones referred to the court as "a Jewish Court," but his counsel referred to it as "the Rabbinical Court." We shall refer to the court as "the Rabbinical Court." An example of a rabbinical court is Beth Din, which provides a "forum where adherents of Jewish law can seek to have their disputes resolved in a manner consistent with the rules of Jewish law." *Lang v. Levi*, 198 Md. App. 154, 157 n.1 (2011) (quoting Rules and Procedures of the Beth Din of America, Preamble (a)). The "Orthodox Jewish religion requires that Orthodox Jews resolve conflicts in rabbinical courts before rabbinical judges applying Jewish law." *Congregation Rabbinical Coll. of Tartikov, Inc. v. Vill. of Pomona*, 915 F. Supp. 2d 574, 582 (S.D.N.Y. 2013), *aff'd in part, rev'd in part sub nom.*,

further detail, *infra*, Mr. Ouazana objected to the testimony about the federal court proceeding, but the court overruled the objection. Mr. Ragones testified that he was not the only plaintiff in the federal case, and that, as a result of filing the case, he received threats. Mr. Ragones believed that Mr. Ouazana filed the circuit court case in retaliation for Mr. Ragones' refusal to dismiss the federal action.

At the close of the evidence, Mr. Ragones moved for a directed verdict, arguing that no agreement existed. He argued that he had been defrauded in the inducement of the Agreement because the Agreement was "entered into based upon an indication that there would be 3335 Edmondson" Ave., which already had been sold. The court denied the motion, noting that the jury, the trier of fact, would determine whether there was an agreement, fraud, or inducement.

C.

Closing Arguments

During closing argument, Mr. Ouazana's attorney summarized Mr. Ouazana's breach of contract claim, stating the following:

> After five years of having the Ouazanas manage the property and collect the rents, Mr. Ragones and [his new partner] were ready to cut the Ouazanas out and to start their own business. What better way to do that than to take the properties already renovated with long-term tenants in place producing a rental income, 4800 Frederick Avenue and 4048 Edgewood.

Congregation Rabbinical Coll. of Tartikov, Inc. v. Vill. of Pomona, NY, 945 F.3d 83 (2d Cir. 2019).

Counsel characterized Mr. Ragones as "a man not worthy of credibility" because he had not provided any checks, bank statements, photographs, documents, records, or witnesses to support his claim of losses at the hands of Mr. Ouazana.

In his closing argument, Mr. Ragones' attorney stated that the case centered on a written agreement, trust, friendship, and "the very profound betrayal" that Mr. Ragones experienced. The Agreement that he signed said that the parties jointly owned the Edmondson property, but Mr. Ouazana had already sold it a year earlier. He argued that the contract was entered into on the basis of fraud, based on lies told by Mr. Ouazana, his agent, a person he trusted.

D.

Verdict

The jury returned a verdict in favor of Mr. Ragones. It found that the Agreement between the parties was not a valid agreement.[11] It also found that Mr. Ragones had not been unjustly enriched. On June 22, 2023, the trial court entered judgment in favor of Mr. Ragones.

III.

Motion for New Trial

On June 30, 2023, Mr. Ouazana filed a motion for a new trial. He asserted that, during opening statement, Mr. Ragones' counsel improperly and untruthfully referred to a

[11] Because it found that the agreement was not valid, the jury did not address the questions on the verdict sheet regarding whether Mr. Ragones breached the Agreement, or whether Mr. Ouazana was a joint owner of the Properties.

federal "class action" against Mr. Ouazana and claimed that Mr. Ouazana's state court action was "merely retaliatory." Mr. Ouazana argued that the class action reference violated Md. Rule 5-404(b) and prejudiced his case. Mr. Ouazana also asserted that defense counsel violated the "Golden Rule" during closing argument, and he asserted that the trial court improperly gave an undue influence instruction to the jury.

On July 18, 2023, Mr. Ragones filed an opposition to the new trial motion. He argued that the trial transcripts contradicted any allegation of misconduct by defense counsel. He asserted that the reference to a class action was minor, the court granted the objection, and he did not violate the Golden Rule. With respect to Mr. Ouazana's request for new trial based on jury instructions, Mr. Ragones argued that this contention was "baseless."

On July 12, 2023, Mr. Ouazana noted this appeal. On August 22, 2023, the circuit court denied Mr. Ouazana's motion for a new trial.[12]

[12] Although Mr. Ouazana filed his appeal prior to the court's denial of his motion for a new trial, his appeal is timely. "[A] notice of appeal filed prior to the . . . disposition of a timely filed motion under Rule 2-532, 2-533, or 2-534, is effective. Processing of that appeal is delayed until the . . . disposition of the motion." *Cont'l Cas. Co. v. Kemper Ins. Co.*, 173 Md. App. 542, 546 n.1 (2007) (quoting *Waters v. Whiting*, 113 Md. App. 464, 474 (1997)). Here, the appeal was delayed until the circuit court entered its order denying Mr. Ouazana's Rule 2-533 motion on August 23, 2023, which became the effective date of the appeal. *See id.*

DISCUSSION

I.

Motion for New Trial

Mr. Ouazana contends that the circuit court erred in denying his motion for a new trial. He argues that he was "deprived . . . of his right to a fair trial" based on the admission of inadmissible evidence and improper comments by defense counsel.

Mr. Ragones contends that the court did not abuse its discretion in denying Mr. Ouazana's motion for a new trial. He asserts that defense counsel's "single reference to 'class action' and related evidence of [Mr. Ouazana's] motive for filing the state action" did not prejudice Mr. Ouazana, and the court properly admitted the evidence. Mr. Ragones argues that the argument that counsel violated the Golden Rule is not preserved, and even if we consider the statements made during opening statement and closing argument, the record does not support a violation of the Golden Rule. We will review each of the contentions, in turn.

A.

Standard of Review

"We review the denial of a motion for a new trial for abuse of discretion." *Harford Mem'l Hosp., Inc. v. Jones*, 264 Md. App. 520, 538 (2025). "A trial court abuses its discretion when it makes a decision that is 'well removed from any center mark imagined by the reviewing court and beyond the fringe of what that court deems minimally acceptable.'" *Id.* at 538-39 (quoting *North v. North*, 102 Md. App. 1, 14 (1994)).

B.

Reference to Federal Lawsuit

1.

Opening Statement

Mr. Ouazana contends that the circuit court erred in denying his motion for a new trial because counsel for Mr. Ragones stated in his opening statement that Mr. Ragones had filed a class-action lawsuit against Mr. Ouazana. Counsel for Mr. Ouazana objected, and the court sustained the objection and told the jury to "[s]trike any reference to any class-action."

In assessing the court's denial of the motion for new trial, we note that, "[w]here an objection to opening or closing argument is *sustained*, . . . there is nothing for this Court to review unless a request for specific relief, such as a motion for a mistrial, to strike, or for further cautionary instruction is made." *Lamb v. State*, 141 Md. App. 610, 644 (2001) (quoting *Hairston v. State*, 68 Md. App. 230, 236 (1986)). Here, the court sustained Mr. Ouazana's objection to counsel's statement and struck any reference to a class-action lawsuit. Thereafter, Mr. Ouazana did not request an additional instruction or any other curative action. Because the record indicates that the court immediately provided the relief that Mr. Ouazana requested, and Mr. Ouazana requested no further relief, Mr. Ouazana's claim that the court erred is not preserved for this court's review. *Lamb*, 141 Md. App. at 645 (in the absence of a request for further relief when counsel made an improper remark

during closing arguments, "appellant did not properly preserve this issue for appellate review"). We will not consider the issue on the merits.

2.

Evidence

Mr. Ouazana next challenges the denial of the motion for a new trial on the ground that evidence of claims filed against him in federal court was improperly admitted. He asserts that the claims were not relevant, and they were highly prejudicial.

a.

Proceedings Below

During his direct examination, Mr. Ragones explained that, in June or July of 2018, after his business relationship with the Ouazanas soured, he took his dispute to the Rabbinical Court, but the Ouazanas refused to participate. Mr. Ragones stated that he then went to federal court. Mr. Ouazana objected, and the court sustained the objection.

At a bench conference, counsel for Mr. Ouazana argued that the separate claims filed in federal court were "completely irrelevant to the issues before this court." Counsel for Mr. Ragones stated that the federal case was relevant because the current case was fraudulent and "retribution for filing [the federal] lawsuit and not dropping it, not abandoning that lawsuit." Counsel stated that the federal suit was filed first, and there had been several attempts to convince Mr. Ragones to drop the lawsuit, as well as threats to him and his family. He stated that the federal lawsuit was relevant "to the motivation for this particular one."

The court ruled that Mr. Ragones could testify that a federal claim was filed, that he subsequently was threatened, and this lawsuit was filed in retaliation. It was for the trier of fact to resolve the credibility of the testimony.

At the conclusion of the colloquy, counsel asked Mr. Ragones if he had filed a lawsuit after the failed action in the Rabbinical Court. Mr. Ragones responded that he had filed a lawsuit in federal court in 2020, and he was not the only plaintiff in the suit. When asked if anything happened as a result of filing that lawsuit, Mr. Ragones testified that he received threats, and he believed that Mr. Ouazana filed the state action because Mr. Ragones did not drop the federal lawsuit.

b.

Analysis

Mr. Ouazana contends that the trial court erred in permitting this testimony because it was inadmissible prior bad acts testimony pursuant to Maryland Rule 5-404(b).[13] Mr.

[13] Mr. Ragones also argues that Mr. Ouazana is barred from challenging the testimony pursuant to the invited error doctrine. The term "invited error" refers to "the concept that a defendant who himself invites or creates error cannot obtain a benefit—mistrial or reversal—from that error." *Allen v. State*, 89 Md. App. 25, 43 (1991), *cert. denied*, 325 Md. 396 (1992). The rule applies only to situations "in which a defendant disputes decisions initially prompted or condoned by his or her own actions." *Id.* Here, the testimony regarding the federal claim initially occurred during Mr. Ragones' direct examination. Although Mr. Ouazana then asked questions about this claim during cross-examination, that does not constitute invited error because Mr. Ragones raised the issue first, and Mr. Ouazana objected to its admission. *See Peisner v. State*, 236 Md. 137, 144 (1964) ("The general rule in Maryland is that one does not lose the benefit of objection to inadmissible testimony by cross-examining on the subject."), *cert. denied*, 379 U.S. 1001 (1965); *Halloran v. Montgomery Cnty. Dep't of Pub. Works*, 185 Md. App. 171, 199 ("When testimony has been admitted and an exception noted, counsel may deem it

Ragones contends that the court properly admitted his testimony regarding the previously filed federal case because it evidenced Mr. Ouazana's "ill-will, motive, and malice."

Md. Rule 5-404(b) addresses the admissibility of "bad acts" evidence in criminal proceedings; the Rule is inapplicable in civil matters. *Ruffin Hotel Corp. of Md. v. Gasper*, 418 Md. 594, 625 (2011). *Accord Francis v. Johnson*, 219 Md. App. 531, 532 n.5 (2014), *cert. denied*, 442 Md. 516 (2015). In a civil case, the proper focus is whether the offered evidence is relevant pursuant to Rules 5-401 and 5-402, and if so, the admissibility of prior bad acts evidence is addressed pursuant to Rule 5-403. *Ruffin Hotel Corp.*, 418 Md. at 625. *Accord Espina v. Prince George's Cnty.*, 215 Md. App. 611, 652 (2013), *aff'd on other grounds sub nom.*, *Espina v. Jackson*, 442 Md. 311 (2015).

Md. Rule 5-401 provides that relevant evidence is "evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence." Rule 5-402 provides that: "Except as otherwise provided by constitutions, statutes, or these rules, or by decisional law not inconsistent with these rules, all relevant evidence is admissible. Evidence that is not relevant is not admissible."[14] We review a circuit court's relevancy

necessary to cross-examine the witness on the subject, and **if it is simply a cross-examination he ought not to be deprived of his exception**.") (quoting *United Rys. & Elec. Co. v. Corbin*, 109 Md. 442, 455 (1909)), *cert. denied*, 409 Md. 48 (2009). The doctrine of invited error does not apply here.

[14] Md. Rule 5-403 provides: "Although relevant, evidence may be excluded if its probative value is substantially outweighed by the danger of unfair prejudice, confusion of

determination de novo and its determination pursuant to Rule 5-403 for an abuse of discretion. *Akers v. State*, 490 Md. 1, 24-25 (2025).

Here, Mr. Ouazana claimed that Mr. Ragones breached the parties' contract and was unjustly enriched thereafter. Mr. Ragones offered his testimony about the federal suit and the threats he received from Mr. Ouazana in support of his contention that Mr. Ouazana filed the circuit court suit as a retaliatory measure against Mr. Ragones. Mr. Ouazana's motive and intent in filing the circuit court suit, however, is not relevant to whether there was an agreement, or whether Mr. Ragones breached the Agreement and was unjustly enriched. *See Corey v. Clear Channel Outdoor, Inc.*, 683 S.E.2d 27, 32 (2009) (motive for filing suit, i.e., to falsely accuse Corey of violating the contract to pressure him to drop an airplane bid, was not relevant to the issue whether there was a breach of an agreement between them).[15] Accordingly, Mr. Ragones' testimony regarding this point was irrelevant, and therefore, inadmissible.

Although the circuit court erred in permitting the testimony, the issue here is whether the court abused its discretion in denying the motion for new trial. As explained, we cannot conclude that the court abused its discretion because the court could have

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the issues, or misleading the jury, or by considerations of undue delay, waste of time, or needless presentation of cumulative evidence."

[15] Mr. Ragones' reliance on *Snyder v. State*, 361 Md. 580 (2000) is inapposite because that case was a criminal case addressing Md. Rule 5-404(b), which we have previously explained does not apply to a civil case.

concluded that any error in admitting this limited testimony was not so prejudicial that it warranted a new trial.

The Supreme Court of Maryland has "repeatedly held that '[it] will not reverse a lower court judgment if the error is harmless.'" *Shealer v. Straka*, 459 Md. 68, 102 (2018) (quoting *Flores v. Bell*, 398 Md. 27, 33 (2007)). The party complaining that an error has occurred has the burden of showing prejudicial error. *Id.* "Courts are reluctant to set aside verdicts for errors in the admission or exclusion of evidence unless they cause substantial injustice." *Perry v. Asphalt & Concrete Servs., Inc.*, 447 Md. 31, 49 (2016) (quoting *Brown v. Daniel Realty Co.*, 409 Md. 565, 584 (2009)). "Prejudice will be found if a showing is made that the error was likely to have affected the verdict below. It is not the possibility, but the probability, of prejudice which is the object of the appellate inquiry." *Shealer*, 459 Md. at 102-03 (quoting *Crane v. Dunn*, 382 Md. 83, 91 (2004)).

Mr. Ragones was asked a limited number of questions about the federal lawsuit, stating that he had filed a lawsuit in federal court in 2020, he was not the only plaintiff in the suit, and he believed that Mr. Ouazana filed the state suit because Mr. Ragones did not drop the federal lawsuit. The ultimate decision of the jury here was that the parties' agreement was not valid, and evidence of the federal lawsuit was unlikely to prejudice the jury on that issue, or whether Mr. Ragones was unjustly enriched. Under these circumstances, we cannot conclude that the circuit court abused its discretion in denying the motion for a new trial on this ground.

C.

The Golden Rule

Mr. Ouazana next contends that the court erred in denying his motion for a new trial because, during closing argument, counsel for Mr. Ragones "violated Maryland's Golden Rule against appealing to jurors to render a verdict based on their sympathies and emotions rather than . . . based on the evidence" presented at trial. Specifically, he asserts that the following statements were improper and prejudiced him: counsel stated that he wanted to "talk about the emotions," he asked the jurors how they thought it would feel to be "sitting over there as Mr. Ragones has been"; he stated that "you cannot erase his disappointment. You cannot erase the bad feelings"; and he stated that the jury had "the power to tell one person who's been fighting for a long time that he was hurt."

Mr. Ragones contends that appellant did not object to any of the statements below, and therefore, this argument is unpreserved for this Court's review. On the merits, he asserts that the record does not support Mr. Ouazana's claim, and the court did not abuse its discretion in denying the motion for a new trial on this ground because there was no violation of the Golden Rule and counsel's comments were "proper summation."

Initially, we note that, although Mr. Ouazana cites to specific statements that he deems improper, he does not give us record citations to those specific statements, citing instead to the pages encompassing the entirety of the closing argument. *See* Md. Rule 8-504(a)(4) ("Reference shall be made to the pages of the record extract or appendix supporting the assertions."). It is not our obligation to search through the record for support

of an appellant's contentions. *See Balt. Action Legal Team v. Off. of State's Att'y of Balt. City*, 253 Md. App. 360 (2021) (an appellate court is not "expected to delve through the record to unearth factual support favorable to" the appellant) (quoting *Bos. Sci. Corp. v. Mirowski Fam. Ventures, LLC*, 227 Md. App. 177, 194 (2016)).

Moreover, although counsel for Mr. Ouazana did object at some points during closing argument, it does not appear that he objected to the comments at issue on appeal. "In order to preserve an objection to an allegedly improper closing argument, . . . counsel must object either immediately after the argument was made or immediately after the . . . initial closing argument is completed." *Small v. State*, 235 Md. App. 648, 697 (2018), *aff'd on other grounds*, 464 Md. 68 (2019). Here, because Mr. Ouazana did not object below to the statements that he points to in his brief, his contention in this regard was not preserved, and the circuit court did not abuse its discretion in denying the motion for a new trial.

II.

Jury Instruction

Mr. Ouazana contends that the court erred in giving Maryland Pattern Jury Instruction ("MPJI")-Civil 9:12 to the jury. He asserts that none of the evidence presented at trial supported a finding that Mr. Ragones had a confidential relationship with Mr. Ouazana based on mental or physical infirmity, lack of business experience, or tender age, such that Mr. Ragones was subject to undue influence from Mr. Ouazana. He argues that, under those circumstances, the instruction "undoubtedly resulted in juror confusion" and was not harmless error.

Mr. Ragones contends that the circuit court properly instructed the jury. He asserts that "the jury was presented with ample evidence of a confidential relationship" between the parties, and the instruction was a correct exposition of the law.

A.

Proceedings Below

Mr. Ragones requested the jury instruction regarding a confidential relationship, stating that, pursuant to Maryland law, "it's accepted that a manager for . . . a rental property acts as an agent for the owner of the property and is supposed to account for the rental income." He noted that there was testimony that Mr. Ouazana received money on behalf of Mr. Ragones, and he was "entrusted to perform closings and handle all aspects of the sale, including arranging for the closing without" requiring Mr. Ragones' presence. Because a confidential relationship existed, Mr. Ouazana "had a special duty to protect" Mr. Ragones. Counsel argued that the instruction should be given based on the fact that "one party really . . . puts his trust in the other party."

Counsel stated that there were no issues regarding health or age, but there was a disparity in business experience, and Mr. Ragones' "English was not good." The court stated: "So, we have education, business experience and degree of dependence. What degree of dependence are you talking about?" Mr. Ragones responded that Mr. Ragones depended on the Ouazanas for information and access to "all the knowledge that they possessed."

The court granted the request for the instruction and stated it would allow Mr. Ouazana to state his reasoning "in a second." It found that evidence had been generated to establish that there was a relationship between the parties, "there was a level of trust," "there was an agreement between the parties to try to work things out," and "Mr. Ragones would be learning from Mr. Ouazana."

The court instructed the jury with a slightly modified version of MPJI-Civil 9:12, as follows:

> A confidential relationship exists between two persons when one of them, the trusting party, is justified in assuming that the other, the trusted party, will protect the welfare of the trusting party.
>
> In determining whether a confidential relationship exists, you may consider any differences in things like education, business experience and degree of dependence between the two parties. Undue influence occurs if the trusted party takes advantage of the trusting party in making a contract. If those parties enter into a contract, the trusted party bears the burden of proving that he provided full disclosure of material facts to the trusting party that the contract is fair to the trusting party.[16]

[16] Maryland Pattern Jury Instruction ("MPJI")-Civil 9:12 reads:

> A confidential relationship exists between two persons when one of them, the trusting party, is justified in assuming that the other, the trusted party, will protect the welfare of the trusting party. In determining whether a confidential relationship exists you may consider any differences in things like age, mental condition, education, business experience, health, and degree of dependence between the two parties.
>
> Undue influence occurs if the trusted party takes advantage of the trusting party in making a contract. If those parties enter into a contract, the trusted party bears the burden of proving that [he] [she]

B.

Analysis

"When we review a trial court's grant or denial of a requested jury instruction, we apply 'the highly deferential abuse of discretion standard.'" *Woolridge v. Abrishami*, 233 Md. App. 278, 305 (quoting *White v. Kennedy Krieger Inst., Inc.*, 221 Md. App. 601, 623 (2015)), *cert. denied*, 456 Md. 96 (2017). In determining whether the trial court abused its discretion, we consider: "(1) whether the requested instruction was a correct statement of the law; (2) whether it was applicable under the facts of the case; and (3) whether it was fairly covered in the instructions actually given." *Id.* (quoting *Keller v. Serio*, 437 Md. 277, 283 (2014)).

Mr. Ouazana does not argue that this instruction incorrectly stated the law or that the other instructions given covered the requested instruction. Rather, Mr. Ouazana argues that the instruction was not applicable under the facts of the case.

In *Rainey v. State*, 480 Md. 230, 255 (2022), the Supreme Court of Maryland explained the standard of review governing the second prong of this Court's review:

> "A requested jury instruction is applicable if the evidence is sufficient to permit a jury to find its factual predicate." *Bazzle v. State*, 426 Md. 541, 550, 45 A.3d 166, 171 (2012). Sufficiency of evidence is a question of law for the circuit court, and on appellate review, this Court must independently determine whether the requesting party (*i.e.*, [Mr. Ragones] in this case) "produced [the] minimum threshold of evidence necessary to establish a *prima facie* case that would allow a jury to rationally conclude that the

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> [it] provided full disclosure of material facts to the trusting party and that the contract is fair to the trusting party.

> evidence supports the application of the legal theory desired." *Id.*, 45 A.3d at 171 (citation omitted). The requesting party must only produce "some evidence" to support the requested instruction, and this Court views the facts in the light most favorable to the requesting party. *Dykes v. State*, 319 Md. 206, 216-17, 571 A.2d 1251, 1257 (1990).

In some relationships, such as an attorney-client relationship or trustee-beneficiary relationship, a confidential relationship is presumed as a matter of law. *Upman v. Clarke*, 359 Md. 32, 42 (2000). In other situations, the existence of a confidential relationship is a question of fact. *Id.* "Among the various factors to be considered in determining whether a confidential relationship exists are the age, mental condition, education, business experience, state of health, and degree of dependence" between the parties. *Hale v. Hale*, 74 Md. App. 555, 564 (quoting *Bell v. Bell*, 38 Md. App. 10, 14 (1977)), *cert. denied*, 313 Md. 30 (1988). A confidential relationship exists "where one party has dominion over the other person, and the relationship is such that the person with greater influence is expected to act in the best interest of the other person." *Brass Metal Prods., Inc. v. E-J Enters., Inc.*, 189 Md. App. 310, 356 (2009). *Accord Thompson v. UBS Fin. Servs., Inc.*, 443 Md. 47, 70 (2015) (a confidential relationship exists "where the defendant 'has gained the [plaintiff's] confidence . . . and purports to act or advise with the [plaintiff]'s interest in mind'") (alteration in original) (quoting *Buxton v. Buxton*, 363 Md. 634, 654 (2001)). Dependence is a key factor in the existence of a confidential relationship. *Upman*, 359 Md. at 41-42.

Although contractual relationships may be confidential relationships, "trusting and relying on the other party to perform its side of the transaction is not enough; rather,

something 'apart' from the transaction itself is required to create a confidential relationship." *Comptroller of Md. v. Broadway Servs., Inc.*, 250 Md. App. 102, 123 (2021) (quoting *Brass Metal Prods., Inc.* 189 Md. App. at 359), *aff'd on other grounds*, 478 Md. 200 (2022). As we have explained: "[A] confidential relationship may exist in a business relationship if 'confidences are reposed by one person in another, who as a result gains an influence and superiority over him.'" *Brass Metal Prods., Inc.*, 189 Md. App. at 357-58 (quoting *Nolen v. Hall*, 266 N.E.2d 141, 145 (1970)).

Here, the record reveals that, although the parties had a business relationship and a contractual relationship, they also had a personal relationship, one that both parties testified to as being akin to "brothers." Mr. Ragones testified that he trusted Mr. Ouazana, and he became close to the Ouazanas through shared religious activities and spending "95 percent" of his time with them while in Baltimore. The testimony reflected that Mr. Ragones was interested in obtaining training for owning and managing rental properties, and the Ouazanas provided that training. Mr. Ragones testified that everything he learned about purchasing real estate he learned from the Ouazanas. Mr. Ragones relied on Mr. Ouazana to "deal" with the title companies and complete the transactions.

Viewing the facts in the light most favorable to Mr. Ragones, we conclude that Mr. Ragones met his burden by producing "some evidence" that the parties had a confidential relationship. *Rainey*, 480 Md. at 255. Testimony that Mr. Ragones trusted Mr. Ouazana and saw him as a brother, relied on Mr. Ouazana to complete transactions on his behalf, and learned about the business from Mr. Ouazana, supports the court's conclusion that the

requested instruction was applicable under the facts of the case. Accordingly, the court did not abuse its discretion in giving the requested instruction.

JUDGMENTS OF THE CIRCUIT COURT FOR BALTIMORE CITY AFFIRMED. COSTS TO BE PAID BY APPELLANT.