Circuit Court for Montgomery County
Case No. C-15-FM-23-003875

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 2086

September Term, 2024

DAVOOD ASHRAFI

v.

NAHAL KARDAN

Berger,
Friedman,
Robinson, Dennis M., Jr.
(Specially Assigned),

JJ.

Opinion by Berger, J.

Filed: February 6, 2026

* 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 out of divorce proceedings between Davood Ashrafi ("Husband"), appellant, and Nahal Kardan ("Wife"), appellee, in the Circuit Court for Montgomery County. The parties resolved their differences through mediation on June 7, 2024. Thereafter, they placed their settlement agreement on the record. Subsequently, Husband alleged that a condition precedent existed in the settlement agreement that had not been met, rendering the agreement void. The court scheduled a hearing on this issue for November 20, 2024, and ordered the parties to submit memoranda addressing the condition precedent issue.

In his memorandum, Husband alleged for the first time that the parties were in a confidential relationship, and that Husband was induced to enter the settlement agreement by duress or fraud. As a result, Husband contended that the agreement should be set aside. On November 20, 2024, after hearing arguments from both parties, but without taking testimony or receiving evidence, the court found that there was no condition precedent in the agreement, and that no confidential relationship existed. The circuit court granted the parties divorce, incorporating, but not merging, the agreement. This appeal followed.

QUESTIONS PRESENTED

Husband presents one question for our review, which we have rephrased as follows:[1]

> Whether the circuit court erred in failing to provide Husband with the opportunity to testify and present evidence regarding the existence of a confidential relationship.

[1] Husband phrased the question as follows:

> Did the trial court err by refusing to allow appellant to present testimony and evidence at the November 20, 2024 hearing.

For the following reasons, we hold that the circuit court did not err and affirm.

BACKGROUND

Husband and Wife were married in Iran on November 11, 2001. The parties share two children, both now emancipated by age. The parties owned real property and several businesses jointly and individually. The parties separated on or around January 14, 2019. Wife initially filed a Complaint for absolute divorce on May 20, 2019. On March 20, 2021, the parties signed a document titled "Nahal Kardan and Davood Ashrafi Divorce Settlement Agreed Terms," which outlined the disposition of various assets and other settlement terms (the "March 20 Agreement"). Thereafter, the parties filed a memorandum of understanding with the court, to which they attached the March 20 Agreement, and agreed to dismiss the divorce matters. The case was thereby voluntarily dismissed. The parties then entered a reconciliation period.

On June 20, 2023, Husband filed a Complaint for absolute divorce and sought a division of their assets. On July 19, 2023, Wife filed a motion to dismiss, arguing that the matter was already settled pursuant to the parties' March 20 Agreement. Thereafter, Wife's motion to dismiss was denied. On October 20, 2023, Wife filed a motion for a protective order to prevent Husband from gaining access to records and documents pertaining to certain businesses and trusts which, pursuant to the March 20 Agreement, are held solely by Wife. The court granted Wife's protective order. On January 19, 2024, Wife filed a counterclaim for absolute divorce and a motion to enforce the March 20 Agreement.

The parties participated in mediation on June 7, 2024. At the conclusion of the mediation, the agreement was read, recorded, and transcribed. The verbal settlement

agreement, (the "June 7 Agreement"), resolved all outstanding issues and required that each party:

> provide the other party with a list of existing assets as of [June 7, 2024]. If either party discovers an asset that is not listed on the asset list, then the . . . non-disclosing party shall pay 60 percent of the value of the asset to the other party plus the attorney's fees incurred in discovering the asset.

The asset lists were to be provided within ten days. Counsel for Wife was to draft the Agreement and send the first draft to Husband's counsel within two weeks. The parties agreed that "[i]n the event that the parties are not able to sign a written separation agreement, then the terms that [the parties] placed on the record will be the terms that the parties use." Furthermore, "both parties agree[d] and acknowledge[d] that this is a binding deal [executed on June 7, 2024], and both of them intend[ed] to be bound by this agreement as of [June 7, 2024]." Counsel for Wife sent a draft written settlement agreement on June 28, 2024, and attached a list of assets. Husband failed to respond. As such, the transcription of the June 7 Agreement constituted the parties' final agreement.

On August 23, 2024, Wife filed an amended counterclaim for absolute divorce, noting that the parties had engaged in mediation and there was nothing left to adjudicate. On August 30, 2024, Wife filed a motion to enforce the June 7 Agreement. In the motion to enforce, Wife asserted that she had provided Husband with her list of assets. Wife alleged that Husband "failed and refused to provide his asset list to Wife." Wife requested that the court order Husband to provide his asset list to Wife pursuant to the June 7 Agreement, and incorporate, but not merge, the June 7 Agreement into an order for the judgment for absolute divorce between Husband and Wife. Wife did not request a hearing.

On October 4, 2024, Husband filed an opposition to Wife's motion to enforce the June 7 Agreement. In his opposition, Husband alleged that Wife had failed to provide a list of her existing assets and the value of each asset. Husband agreed that each party was required to provide a full asset list and financial disclosure, and repeatedly claimed that Wife had failed to provide him with the requisite financial disclosure. Husband recognized that "full financial disclosure of both parties is essential in this case."[2] Furthermore, Husband agreed that "once there has been full financial disclosure, [Husband] would not object to the Court [i]ncorporating but not merging the [parties'] June 7, 2024 Agreement." Husband requested that the court "require both parties to provide full financial disclosure prior to enforcing the [parties'] Agreement." Husband did not request a hearing.

The court held a hearing on Wife's motion to enforce the June 7 Agreement on October 7, 2024. The parties presented arguments regarding whether they intended to be bound by the June 7 Agreement. Further, Husband argued that the exchange of asset lists was a condition precedent to the agreement, and without a full financial disclosure, there was no agreement. The court recognized that because the term "condition precedent" did not appear in the June 7 Agreement, the court would need to consider the language of the agreement, and if it determined that the language was ambiguous, it would take testimony from the parties.

[2] Although Husband alleges that he "responded to [Wife's] counsel asking for a full financial disclosure," it is unclear whether Husband had provided Wife with a full disclosure of his assets at this point.

The court directed Husband to file a memorandum of law by October 22, 2024 in support of his assertion that providing the list of assets was a condition precedent. Wife was ordered to file a response by November 6, 2024. Notably, neither party requested an evidentiary hearing, and the court set a "Motion Hearing" on November 20, 2024.

On October 30, 2024, eight days after the deadline imposed by the court, Husband filed a memorandum in support of his request that the court set aside the June 7 Agreement. In his memorandum, Husband did not address whether the disclosure of their assets was a condition precedent to the agreement. Instead, Husband argued -- for the first time -- that a confidential relationship existed between the parties. Husband further contended that in a confidential relationship, the dominant party must show that an agreement was not procured by fraud. Further, to justify the validity of an agreement, the dominant party must show that there was a "full, frank, and truthful disclosure" of assets at the time the agreement is reached.[3] Husband maintained that Wife's failure to provide a "full, frank and truthful disclosure" amounted to "fraudulent inducement" as well as unconscionability rendering the June 7 Agreement voidable. Husband did not specifically claim in his memorandum that the parties were in a confidential relationship, nor did he allege any facts beyond his continued allegation that Wife did not provide her list of assets.

In response, on November 6, 2024, Wife alleged that her list of assets was attached to the draft settlement agreement that was sent to Husband's counsel on June 28, 2024.

[3] Although Husband does not say as much in his memorandum, implicit in his argument is the allegation that Husband and Wife were in a confidential relationship at the time the settlement agreement was created.

Wife alleged that on September 6, 2024, she sent a revised asset list to Husband's counsel.[4] Wife then argued that the requirement that the parties disclose their assets was not a condition precedent. Wife further maintained that the June 7 Agreement was a valid, binding agreement, and that her disclosure was adequate because the June 7 Agreement did not require her to list the value of each asset, only their existence. Finally, Wife argued that in separation agreements, there is no presumption of a confidential relationship, and that Husband alleged no facts that would support a finding of a confidential relationship. Lastly, Wife contended that even if she did not disclose the value of her assets, this alone would not support a finding that a confidential relationship existed.

The court held a hearing on November 20, 2024. At the outset of the hearing, Husband's counsel stated that the purpose of the hearing was to determine the validity of the June 7 Agreement. If so, the court would grant a divorce. Alternatively, if the court found that the June 7 Agreement was not valid, the parties would move forward to trial. Husband contended that that the exchange of a list of assets was a condition precedent to the June 7 Agreement between the parties. Husband then alleged that the parties were in a confidential relationship, in which he was the dependent party. Therefore, according to Husband, Wife was required to prove that there was a full, frank, and truthful financial

[4] Wife's disclosure lists several assets but does not provide the value of any of the listed assets. Rather, the disclosure listed items including "Bank of America account," "Bitcoin," and "Personal Property" with no corresponding approximate valuation. At the October 7, 2024 hearing, Wife's counsel alleged that this was sufficient because nothing in the June 7 Agreement required that the list of assets include the value of each of the assets. Husband's repeated assertions that Wife has not provided a list of her assets appears to refer to her failure to provide the valuation of each of the listed assets.

disclosure. Wife responded, arguing that the exchange of the list of assets was merely one term of the agreement and not a condition precedent. Further, Wife argued that there was no presumption of a confidential relationship between Husband and Wife, and Husband was unable to provide facts sufficient to support the allegation of a confidential relationship.

The court found that the June 7 Agreement provided for a specific remedy that would result if an asset was not disclosed, namely that the discovering party would receive 60 percent of the asset. As a result, the court determined that the exchange of the lists of assets was not a condition precedent to the Agreement. Accordingly, the court determined that the June 7 Agreement was valid and binding on the parties.

The court went on to address the confidential relationship. Initially the court stated:

> Now, the plaintiff has alleged that there was a confidential relationship and that he believes that the contract should be voided. The law is clear. If you can establish that there was fraud or duress with regard to entering into that agreement, then the agreement could be subject to be declared null and void.
>
> So with that, [counsel for Husband], do you intend to present evidence with regard to establishing that the contract should be voided?

Husband indicated that he would call two witnesses, at which point counsel for Wife addressed the court:

> [COUNSEL FOR WIFE]: So when I was saying there are no allegations [of a confidential relationship], he hasn't set forth any factual allegations of fraud. So for him to say he can prove it, he hasn't set it out what -- I don't know what to expect because he hasn't alleged the basis for the fraud. He hasn't

> alleged the basis for the existence of a confidential relationship.
>
> And so for him to be given the opportunity now -- first of all, she doesn't have notice. He had the opportunity now. The agreement is presumed valid. I would ask that the Court go forward with the divorce merits.

In order to provide Wife with notice, the court stated that it would set a discovery deadline and an evidentiary hearing regarding whether a confidential relationship existed between the parties. The court noted that Husband does "have the right to ask the Court to void the agreement if he can show fraud, duress, and being part of a confidential relationship where he was taken advantage of. That's all that discovery will be limited to."

The court then conducted further inquiry to determine the scope of discovery. The court asked Husband's counsel to confirm that "in order for [Husband] to prove his confidential relationship, he says he wants to prove that there are other assets beyond what was on the list which she's already provided him." The court then repeated its inquiry, asking "the right that you have to pursue and establish a confidential relationship butts up against your trying to claim that there are assets that she's hidden; is that correct?" Husband's counsel confirmed this understanding.

The following colloquy then ensued:

> THE COURT: Something just occurred to me.
>
> [COUNSEL FOR HUSBAND]: Yes.
>
> THE COURT: How can he claim a confidential relationship when he has a provision in the agreement that says if you don't list all of the assets and I uncover them, I get 60 percent? Where's the trust and the reliance on somebody that they'll be fair and just to him when he says, hey, I'm not so sure that I'm

going to put a covenant in this agreement that if you uncover something, then I'm entitled to 60 percent of it? How are you going to overcome that at any [future hearing?]

* * *

THE COURT: You have to show that he lost his free will and just relied on her to be fair --

* * *

THE COURT: . . . how he could ever overcome that he trusted and relied on her and lost his free will when he put a provision in the agreement, a covenant, saying if you didn't disclose everything to me, then you get 60 percent of it once you identify it.

* * *

THE COURT: . . . How can he overcome the fact that he did not trust that she listed all the assets by putting that provision in the agreement?

[COUNSEL FOR HUSBAND]: Because the law . . . requires proof that one spouse is dominant and the other is dependent.

THE COURT: Uh-huh.

[COUNSEL FOR HUSBAND]: It has nothing to do --

THE COURT: And he gave up his free will and relied on her, and he clearly demonstrated in the agreement that he did not give up his free will. He wanted to have a safety provision that if she didn't reveal all assets, then he could still come after her and get them and get no analysis by the Court, he gets 60 percent of them.

* * *

THE COURT: . . . I will explain it once again. He cannot prove confidential relationship when he puts that term into the agreement, period. That's it. Can he then try to enforce the agreement and do his discovery? What the limits will be on

> that discovery, I'm not making a determination now. That will be subject to future motions.

Following a brief recess, the court reiterated its conclusion that the provision in the June 7 Agreement that the parties exchange lists of assets was not a condition precedent. The court then noted that husband "indicated that he was under duress, under a confidential relationship, and the result, that agreement should be voided." The court continued:

> I indicated previously that, given that the agreement indicates that the plaintiff does have recourse of determining of whether the defendant has listed all the assets that she has, it is clear to me that he was not under the total control of the defendant and loss of will, a fact that he would need to prove in order to establish that there was duress in this matter, and he has -- if he was under such duress he wouldn't have included that type of provision in the agreement.

Finding the absence of a confidential relationship, the court denied Husband's motion to set aside the June 7 Agreement. Thereafter, the court granted the absolute divorce. This appeal followed.

STANDARD OF REVIEW

"When an action has been tried without a jury, an appellate court will review the case on both the law and the evidence." Md. Rule 8-131. We "will not set aside the judgment of the trial court on the evidence unless clearly erroneous[.]" *Id*. "If any competent material evidence exists in support of the trial court's factual findings, those findings cannot be held to be clearly erroneous." *MAS Associates, LLC v. Korotki*, 465 Md. 457, 474 (2019). This is "a highly deferential evidentiary review." *Id*.

"When a trial court decides legal questions or makes legal conclusions based on its factual findings, we review these determinations without deference to the trial court."

Caldwell v. Sutton, 256 Md. App. 230, 263 (2022). We, therefore, review *de novo* a court's interpretation of the Maryland Rules. *Xu v. Mayor of Balt.*, 254 Md. App. 205, 211 (2022). Additionally, "[t]he interpretation of a written contract . . . is a question of law, which is reviewed *de novo*." *All State Home Mortg., Inc. v. Daniel*, 187 Md. App. 166, 180 (2009).

DISCUSSION

I. The court did not err in failing to provide Husband the opportunity to present evidence and testimony regarding the existence of a confidential relationship at the November 20, 2024 hearing.

Husband contends that the circuit court erred by "refusing" to allow Husband to present testimony and evidence at the November 20, 2024 hearing. Husband argues that he "had a right to an evidentiary hearing to factually prove the existence of a confidential relationship and to prove that he was induced into entering into the [June] 7, 202[4] Agreement under duress and fraud." In response, Wife maintains that Husband never requested a hearing, and the court was not required to hold a hearing. Further, Wife asserts that the November 20, 2024 motion hearing was not an evidentiary hearing. Wife further argues that Husband failed to allege facts sufficient to support a finding of a confidential relationship, and the court did not err in its determination that no confidential relationship existed between the parties. Lastly, Wife concludes that that the exchange of assets was not a condition precedent, and that the June 7 agreement is valid.

Maryland Rule 2-311(f) provides:

> A party desiring a hearing on a motion, other than a motion filed pursuant to Rule 2-532, 2-533, or 2-534, shall request the hearing in the motion or response under the heading "Request for Hearing." The title of the motion or response shall state that a hearing is requested. Except when a rule expressly

> provides for a hearing, the court shall determine in each case whether a hearing will be held, but the court may not render a decision that is dispositive of a claim or defense without a hearing if one was requested as provided in this section.

The court has the unbridled discretion to determine whether a hearing will be held on motions filed by the parties in certain instances. *See Miller v. Mathias*, 428 Md. 419, 443 (2012) (noting that Rule 2-311(f) "mandates a hearing only if a party requests one and if the court 'render[s] a decision that is dispositive of a claim or defense.'"); *Adams v. Offender Aid & Restoration of Balt., Inc., et al.*, 114 Md. App. 512, 518 (1997) ("For those motions that could be categorized as 'dilatory' or 'frivolous,' the established procedure permits judges to decide the issues based only on the pleadings and attached exhibits and affidavits. Even when the cases are not frivolous or dilatory, the judge may dispose of the case entirely without hearing if no request for hearing has been made.").

Critically, Husband never requested a hearing. He never filed a pleading requesting a hearing nor verbally requested such a hearing. Wife also did not request a hearing. The court, therefore, was not required to hold a hearing on the parties' respective motions. Even so, the court exercised its discretion and scheduled a "Motion Hearing" for November 20, 2024. When discussing scheduling with the parties, the court specifically clarified that this was to consider the issue relating to Husband's allegation that a condition precedent in the agreement existed. The following colloquy between the court and counsel occurred:

> THE COURT: Is it appropriate then that the Court would have to take testimony with regard to an ambiguity in the language of the agreement?

> [COUNSEL FOR WIFE]: I don't know if its an ambiguity. The Court would have to take testimony to find as a fact whether or not a condition precedent exists.
>
> THE COURT: Wouldn't first have to look at the agreement and then make determination whether the language is so clear that the party would not have to testify and the Court says hey, here's the agreement and we just go from there?
>
> [COUNSEL FOR WIFE]: I think that's appropriate.
>
> THE COURT: Do you agree, [counsel for Husband]?
>
> [COUNSEL FOR HUSBAND]: Yes.

The court then requested that each party submit a memorandum of law regarding the existence of a condition precedent to the June 7 Agreement. Thus, the court left open the possibility that, if necessary, evidence and testimony may need to be considered by the court regarding the existence of a condition precedent. The court made no comment about the necessity of receiving evidence or testimony regarding the existence of a confidential relationship because Husband had not made such an argument up to that point. Accordingly, the court had the discretion to permit or refuse to permit the parties to present evidence regarding the confidential relationship at the November 20, 2024 hearing.

"Maryland law . . . makes plain that a husband and wife are presumed not to occupy a confidential relationship." *Lasater v. Guttman*, 194 Md. App. 431, 457 (2010). In a marital relationship, "the existence of a confidential relationship is an issue of fact and is not presumed as a matter of law." *Id*. (quoting *Upman v. Clarke*, 359 Md. 32, 42 (2000)). "The proponent of a confidential relationship bears the burden of showing that it exists, *i.e.*, that by virtue of the relationship she (or he) was justified in assuming that the other

spouse would not act in a manner inconsistent with her (or his) welfare." *Id*. at 458. *See also Cannon v. Cannon*, 384 Md. 537, 556 n. 8 (2005) ("A confidential relationship between a husband-and-wife entering a pre-separation (or post-marital) agreement made with the intent of limiting the marital rights (provided under Family Law Article § 8–101) is a question of fact that may be proven by the party seeking to attack the agreement in order to shift the burden of proof to the party seeking to enforce the agreement.").

Thus, Husband was required to prove the existence of a confidential relationship. In both his memorandum and during the November 20, 2024 hearing, Husband repeatedly asserted that there was a confidential relationship between the parties. He further contended that Wife's failure to provide a full financial disclosure constituted fraud and coercion.

It was unclear from Husband's arguments, however, what facts he was alleging to support his contention that a confidential relationship existed and that he was the dependent spouse. When asked by the court "what evidence you have to show fraud or duress that you intend to present this morning," Husband simply presented conclusory allegations that a confidential relationship existed, and that Wife's failure to provide Husband with an asset list constituted fraud. Notably, Husband did not ask the court to testify or enter certain evidence which was refused by the court. In short, the court did not "refuse" to permit him to present any evidence that was offered. Husband simply did not allege any facts in support of his assertion of a confidential relationship.[5]

[5] When the court was initially considering whether to order discovery for a future hearing and the scope of that discovery, Husband alleged: "She's the one who controlled

Although the court did not entertain additional evidence or testimony, the court clearly reviewed the June 7 Agreement, and particularly, the provision providing that "If either party discovers an asset that is not listed on the asset list, then the . . . non-disclosing party shall pay 60 percent of the value of the asset to the other party plus the attorney's fees incurred in discovering the asset." The court found this provision troubling, and inquired: "How can he claim a confidential relationship when he has a provision in the agreement that says if you don't list all of the assets and I uncover them, I get 60 percent? Where's the trust and the reliance on somebody that they'll be fair and just to him when he says, hey, I'm not so sure that I'm going to put a covenant in this agreement that if you uncover something, then I'm entitled to 60 percent of it? How are you going to overcome that at any . . . future hearing?"

This assumption -- that Wife would be hiding assets from Husband -- is entirely inapposite with the notion that Husband would be "justified in assuming that [Wife] would not act in a manner inconsistent with [Husband's] welfare." *Lasater v. Guttman*, 194 Md. App. at 458. The court inferred that any facts alleged by Husband in an effort to show that a confidential relationship existed between that parties would be inconsistent with the factual record before the court, the analysis provided in the memoranda submitted by each of the parties, and the motions' court's reading of the June 7 Agreement. Based on our

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the purse. She's the one who told him what to do. She's the one who said transfer all the homes into my name, put all the money into this account. We have to be able to explore every one of those issues." Shortly after this statement, the court arrived at its conclusion that it did not need to order any discovery or conduct further proceedings because Husband's actions and allegations that Wife was hiding assets from him indicated that a confidential relationship did not exist.

review of the record, the circuit court did not err in determining that Husband could not prevail on his bald assertion that a confidential relationship existed between the parties.

II. The court did not err in finding that the provision requiring that the parties exchange lists of assets was not a condition precedent.

Wife additionally argues in her brief that the June 7 Agreement was valid and that the requirement that the parties exchange lists of assets was not a condition precedent. Husband did not address the condition precedent finding in his brief, but did so at the motions hearing in the circuit court. Because the existence of a condition precedent was the original issue submitted to the circuit court, and because the court found at the November 20, 2024 hearing that there was not a condition precedent, we briefly address the court's finding here.

"A condition precedent is 'a fact, other than mere lapse of time, which, unless excused, must exist or occur before a duty of immediate performance of a promise arises.'" *Wildewood Operating Co., LLC v. WRV Holdings, LLC*, 259 Md. App. 464, 479 (2023) (quoting *Chirichella v. Erwin*, 270 Md. 178, 182 (1973)). "'Where a contractual duty is subject to a condition precedent, whether express or implied, there is no duty of performance and there can be no breach by non-performance until the condition precedent is either performed or excused.'" *All State Home Mortg., Inc*, 187 Md. App. 182 (citations omitted). The terms of the contract determine the existence of a condition precedent:

> The question whether a stipulation in a contract constitutes a condition precedent is one of construction dependent on the intent of the parties to be gathered from the words they have employed and, in case of ambiguity, after resort to the other permissible aids to interpretation[.] Although no particular form of words is necessary in order to create an express

> condition, such words and phrases as "if" and "provided that," are commonly used to indicate that performance has expressly been made conditional, as have the words "when," "after," "as soon as," or "subject to[.]"

Aronson & Co. v. Fetridge, 181 Md. App. 650, 682 (2008) (quoting *Chirichella*, 270 Md. at 182).

Notably, none of the words that typically designate a condition precedent -- if, provided that, when, after, as soon as, or subject to -- were used in the context of the asset list exchange provision. Looking beyond those words, however, nothing in the June 7 Agreement tended to indicate that the financial disclosure was required before the agreement became binding. Quite the opposite, as the record is replete with instances confirming the parties' intent to be bound by the June 7 Agreement. As noted, "both parties agree[d] and acknowledge[d] that this is a binding deal [executed on June 7, 2024], and both of them intend[ed] to be bound by this agreement as of [June 7, 2024]." The court specifically spoke to Husband about understanding:

> THE COURT: . . . So Mr. Ashrafi, you have heard all of these terms recited here on the record, correct?
>
> MR. ASHRAFI: Yes, correct.
>
> THE COURT: Been present throughout this entire proceed[ing], correct?
>
> MR. ASHRAFI: Yes, correct.
>
> THE COURT: Okay. And you have heard [counsel for Wife] put those terms on the record and as amended or amplified by your attorney as well -- well, actually amended and amplified by your attorney and occasionally by myself; is that correct?
>
> MR. ASHRAFI: Yes, correct.

> THE COURT: And the terms that are in place here on the record, are those all of the terms of this agreement?
>
> MR. ASHRAFI: Yes.
>
> THE COURT: Okay. And you understood all of those terms; is that correct?
>
> MR. ASHRAFI: Yes. Yes.
>
> THE COURT: And do you intend to be bound by this agreement?
>
> MR. ASHRAFI: Yes.

The requirement that the parties exchange lists of assets was, as described by Husband at the November 20, 2024 hearing, one of several terms contained in the Agreement. The provision specifically contemplated that the asset lists would be exchanged in the future, and did not provide that should the lists not be exchanged, any other aspect of the June 7 Agreement would be rendered null and void. Husband clearly and unequivocally agreed to be bound by all of the terms of the June 7 Agreement. The court, therefore, did not err in determining that the asset exchange provision was not a condition precedent.

Finding no error with the court's findings -- that a confidential relationship did not exist between the parties and that the exchange of lists of assets was not a condition precedent to the June 7 Agreement -- we affirm the judgment of the circuit court.

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