IN THE MISSOURI COURT OF APPEALS
WESTERN DISTRICT

IN RE THE MARRIAGE OF:	)	
	)	
WAFA AL MANDALAWI,	)	
	)	
Respondent,	)	**WD88087**
	)	
v.	)	**OPINION FILED:**
	)	**October 6, 2026**
	)	
ALI ALOBAIDI,	)	
	)	
Appellant.	)	

Appeal from the Circuit Court of Clay County, Missouri
The Honorable Calan T. McConkey, Judge

Before Division One: Gary D. Witt, Presiding Judge, Mark D. Pfeiffer, Judge, and Thomas N. Chapman, Judge

Mr. Ali Alobaidi ("Husband") appeals the dissolution judgment of the Circuit Court of Clay County, Missouri ("family court"), dissolving his marriage to Ms. Wafa Al Mandalawi ("Wife"), arguing that the family court erred in its division of property. We affirm.

Factual and Procedural History[1]

Husband and Wife met in 2000 when Husband visited his sister in Iraq. At the time, Wife lived in Iraq and Husband lived in the United States. Husband and Wife were married in 2003 in Iraq, and later that year, they established a construction company with Wife working as the company's engineer. In 2004, the parties' son ("Son") was born.

In 2004, while Husband was living in the United States, Wife moved to Jordan with Son and Husband's sons from a prior marriage. Husband bought an apartment for Wife and the children in Jordan with funds generated through Husband and Wife's construction company. The apartment in Jordan was later sold and proceeds from the sale were later used to purchase a property in Baghdad, Iraq ("Baghdad property").

Eventually, Wife immigrated to the United States and the parties purchased a home in Clay County, Missouri, where the family resided until Husband and Wife separated in 2023. After the separation, Wife filed a petition seeking dissolution of the marriage, and the family court subsequently held an evidentiary hearing on the dissolution petition. The family court heard testimony from Husband and Wife at the hearing.

Husband testified that, at some unspecified time, Wife entered into an agreement with Husband's father that she would receive one million Iraqi dinars at the time of marriage and three million Iraqi dinars (equating to $2,400.00) if the parties were ever to

[1] In an appeal from a bench-tried marital dissolution proceeding, "[w]e do not retry the case, rather we accept as true the evidence and reasonable inferences therefrom in the light most favorable to the prevailing party and disregard contradictory evidence." *Noble v. Noble*, 731 S.W.3d 528, 540 (Mo. App. W.D. 2026) (quoting *Janet v. Janet*, 638 S.W.3d 570, 576 (Mo. App. W.D. 2021)).

divorce. The document was signed by the Iraqi government in 2004. Husband did not know about the agreement when it was executed, and he was surprised when he discovered it many years later. The document—which Husband's counsel referred to as a "prenuptial agreement"[2]—was admitted at the hearing as Exhibit 101 over Wife's objection. Wife testified that the document merely memorialized the Iraqi government's approval of the marriage and provided for certain sums of money she was to receive at the time of approval and upon divorce. Wife explained that in Iraq, there are two types of marriage: religious marriage and government marriage. The parties executed their religious marriage in 2003, and Exhibit 101 symbolized the parties' government marriage, which occurred in 2004.

Wife testified that during the marriage, Husband purchased the Baghdad property from his sister using funds generated from the parties' construction company during the marriage and Husband admitted that the purchase price was $8,000.00.

Following the hearing, the family court issued its judgment, finding that the Baghdad property was marital property, and the family court ordered it be set aside to Husband as his separate property at the value of $8,000.00. The judgment made no mention of Exhibit 101.

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[2] Husband's counsel referred to the document as a "prenuptial agreement" even though it was executed in 2004—one year after the parties were married. Because the document was executed *after* the marriage, it would be more accurately characterized as a *post*nuptial agreement rather than a *pre*nuptial agreement. Regardless, the same principles of Missouri law apply to our analysis. *See Bell v. Bell*, 360 S.W.3d 270, 279 (Mo. App. S.D. 2011) ("In determining whether a postnuptial agreement is valid, we apply the same rules used to determine if a[] [pr]enuptial agreement is valid.").

Following entry of the judgment, Husband filed a post-trial motion alleging that the family court had erroneously failed to consider evidence of the "prenuptial agreement," which would have limited Wife's award of marital property to $2,400.00 as set forth in the agreement. In addition, Husband alleged that the family court miscategorized the Baghdad property as marital property because the Iraqi government and Husband's sister owned the land. The family court denied Husband's motion.

Husband appealed.[3]

Standard of Review

"This Court must sustain the trial court's judgment in a dissolution case 'unless there is no substantial evidence to support it, unless it is against the weight of the evidence, unless it erroneously declares the law, or unless it erroneously applies the law.'" *Landewee v. Landewee*, 515 S.W.3d 691, 694 (Mo. banc 2017) (quoting *Murphy v. Carron*, 536 S.W.2d 30, 32 (Mo. banc 1976)). "The burden of demonstrating error is on

[3] Husband's statement of facts fails to appreciate this Court's factual lens of review. Despite Husband's concession that in a challenge alleging misapplication of the law, this Court must "accept[] as true the facts and all reasonable inferences therefrom in the light most favorable to the judgment" and "disregard[] all evidence and inferences to the contrary[,]" *Lollar v. Lollar*, 609 S.W.3d 41, 46 (Mo. banc 2020), Husband's statement of facts is replete with facts that can only be construed as contrary to the judgment. For instance, pertaining to the Baghdad property, Husband states that the purchase of the property was completed by his sister *prior to* the parties' marriage, and he omits Wife's testimony that the purchase of the property occurred *during* the marriage and with funds generated from the parties' construction company. "Statements of fact consisting of the appellant's version of the events, rather than a statement of the evidence in the light most favorable to the verdict as required by Rule 84.04, are non-compliant and fail to preserve the appellant's claim for review." *Whitehead v. Moore*, 728 S.W.3d 871, 877 (Mo. App. W.D. 2025) (quoting *Guerra v. Locarno Partners, LP*, 577 S.W.3d 900, 904 (Mo. App. W.D. 2019)).

the party challenging the divorce decree." *Id.* (quoting *Hernandez v. Hernandez*, 249 S.W.3d 885, 888 (Mo. App. W.D. 2008)).

Analysis

Husband raises two points on appeal relating to the division of the Baghdad property.[4]

Point I

Husband first argues that the family court erred in failing to divide the parties' marital property in accordance with the parties' alleged "prenuptial agreement."

"All property acquired by either spouse subsequent to the marriage is presumed to be marital property' subject to division." *Collins v. Collins*, 586 S.W.3d 282, 295 (Mo.

[4] Both of Husband's points relied on fail to comply with Rule 84.04(d). Rule 84.04(d)(1)(B) requires that each point relied on shall "[s]tate concisely the legal reasons for the appellant's claim of reversible error[.]" "We can reverse a judgment only on a *Murphy* ground." *Deutsche Bank Nat'l Tr. Co. as Tr. for Am. Home Mortg. Inv. Tr. 2006-3 v. Luna*, 655 S.W.3d 820, 826 n.3 (Mo. App. W.D. 2022); *see id.* at 826 ("We will affirm the judgment unless it is not supported by substantial evidence, it is against the weight of the evidence, or it erroneously declares or applies the law." (citing *Murphy v. Carron*, 536 S.W.2d 30, 32 (Mo. banc 1976))). "If a point on appeal fails to identify which one of the *Murphy v. Carron* grounds applies, Rule 84.04 directs us to dismiss the point." *Id.* at 826 n.3 (quoting *Ebert v. Ebert*, 627 S.W.3d 571, 580 (Mo. App. E.D. 2021)).

Here, although Husband provided the applicable standards of review in his brief, in both of his points relied on he fails to identify which *Murphy* ground he believes the judgment violates. Husband's initial appellate brief was struck by order of this Court for this reason, and Husband did not attempt to correct this deficiency in his amended brief. We would, therefore, be justified in dismissing his appeal. However, we have discretion to review non-compliant briefs *ex gratia* when the argument is "readily understandable." *Id.* (quoting *Ebert*, 627 S.W.3d at 585). In this case, we exercise our discretion to review Points I and II as alleging that the judgment misapplied the law, which we discern from the argument sections of his brief as his actual claim of error.

App. W.D. 2019) (quoting section 452.330.3[5]) (citation modified). "The presumption of marital property may be overcome and property will remain separate, however, by a showing that the property was . . . excluded by valid written agreement of the parties[.]" *Kester v. Kester*, 108 S.W.3d 213, 219 (Mo. App. S.D. 2003) (citing section 452.330.2(4)). In Missouri, "to be valid and enforceable a[] [pr]enuptial agreement must be entered into freely, fairly, knowingly, understandingly, and in good faith with full disclosure." *Potts v. Potts*, 303 S.W.3d 177, 187 (Mo. App. W.D. 2010).

Here, Husband argues the family court erred in failing to enforce the parties' alleged "prenuptial agreement," which was admitted at trial as Exhibit 101. However, Husband failed to provide this Court with a copy of that exhibit in his record on appeal. "As appellant, [Husband] has the duty to provide a complete record on appeal for the determination of questions presented to the appellate court." *Cerruti v. Bank of Odessa*, 735 S.W.3d 589, 594 n.8 (Mo. App. W.D. 2026) (citation modified). This includes any "trial exhibits that are necessary to our disposition of the appeal[.]" *See Kline v. City of Kansas City*, 334 S.W.3d 632, 641 n.4 (Mo. App. W.D. 2011) (quoting *Howard v. Turnbull*, 316 S.W.3d 431, 434 n.3 (Mo. App. W.D. 2010)).

In the *appendix* to Husband's amended appellate brief, Husband has provided what appears to be a grainy photograph of Exhibit 101, but "the appendix is not part of the legal file or otherwise part of the record on appeal." *Whitehead v. Moore*, 728 S.W.3d

[5] All statutory references are to THE REVISED STATUTES OF MISSOURI (2016), as supplemented through April 5, 2023, unless otherwise indicated. All rule references are to I MISSOURI COURT RULES – STATE 2024.

871, 878 (Mo. App. W.D. 2025) (quoting *Shelton v. Shelton*, 717 S.W.3d 810, 815 (Mo. App. W.D. 2025)). "The mere inclusion of documents in an appendix to a brief does not make them part of the record on appeal." *Hunter v. Transimpex Translators Interpreters Eds. Consultants Inc.*, 731 S.W.3d 607, 611 (Mo. App. W.D. 2026) (quoting *Washington v. Zinn*, 286 S.W.3d 828, 831 (Mo. App. E.D. 2009)).

On this basis alone, Husband's Point I fails.

But even if we were to entertain the merits of Husband's argument by referring to the text of the "prenuptial agreement" as provided in his appendix, we would likewise reject his claim of error. The text of the agreement provides that Wife receives a sum of money upon approval of the marriage, referred to as a "dowry," and that she is to receive another sum of money upon divorce. The document in no way "references marital property or contains any language whereby [Wife] purports to waive [her] marital interest" in property the parties obtained during the marriage. *See Zamora v. Zamora*, 674 S.W.3d 527, 533 (Mo. App. S.D. 2023). Nor does it otherwise "exclude[]" any property from the marital estate as required by the text of section 452.330.2(4). *See* § 452.330.2(4) ("'[M]arital property' means all property acquired by either spouse subsequent to the marriage except: . . . [p]roperty excluded by valid written agreement of the parties.").

Furthermore, Husband's own testimony indicates that he did not enter into the agreement "freely, fairly, knowingly, understandingly, and in good faith with full disclosure." *Potts*, 303 S.W.3d at 187. Husband testified that the document was executed

due to an agreement between *Wife and Husband's father* (not "the parties"[6]) and that he did not know of the document until many years later. And finally, Husband failed to present any evidence suggesting either party fully disclosed assets to the other at the time the alleged "prenuptial agreement."

For any and all of these reasons, Point I is denied.

Point II

Point II argues that the family court erred in failing to set aside the Baghdad property as Husband's premarital property.

As previously stated, "[a]ll property acquired by either spouse subsequent to the marriage is presumed to be marital property subject to division." *Collins*, 586 S.W.3d at 295 (quoting section 452.330.3) (citation modified). "A spouse who claims such property to be non-marital must assume the burden of rebutting the presumption by clear and convincing evidence." *Id.* (quoting *Taylor v. Taylor*, 12 S.W.3d 340, 345 (Mo. App. W.D. 2000)).

Husband claims the family court erred in classifying the Baghdad property as marital because he testified at trial that his sister added his name to the deed in 2000, three years before the parties' marriage. He argues that his testimony was "sufficient to remove it from consideration as marital property and not have to deal with any statutory presumptions."

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[6] *See* § 452.330.2(4) ("'[M]arital property' means all property acquired by either spouse subsequent to the marriage except: . . . [p]roperty excluded by valid written agreement of *the parties*." (Emphasis added.)).

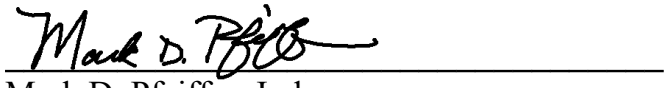
At most, Husband's testimony established a conflict in the evidence regarding when the Baghdad property was acquired—before or after marriage. "In bench tried cases, trial courts are often required to reconcile conflicting evidence. In doing so, the trial court is free to believe all, part, or none of the testimony presented." *Hance v. Altom*, 326 S.W.3d 133, 136 (Mo. App. S.D. 2010); *see State ex rel. Stone v. Missouri Comm'n on Hum. Rts.*, 688 S.W.3d 14, 20 (Mo. App. W.D. 2024) ("Conflicts in the evidence are for the trial court to resolve." (citation modified) (quoting *Griffitts v. Old Republic Ins. Co.*, 550 S.W.3d 474, 477 n.3 (Mo. banc 2018))). "Furthermore, under our standard of review, we view the evidence in the light most favorable to the judgment and defer to the trial court's credibility determinations." *Hance*, 326 S.W.3d at 136.

Here, the family court resolved the conflicting evidence against Husband when it found that the Baghdad property was marital property and set it aside to Husband as his separate property at the value of $8,000.00—as it was entitled to do. The evidence, when viewed in the light most favorable to the family court's judgment indicates that in 2006—*during the marriage*—Husband purchased a property in Jordan with funds generated from the parties' construction company. Later, Husband sold the property and used those marital property proceeds from that sale to purchase the Baghdad property.

Point II is denied.

Conclusion

The judgment of the family court is affirmed.



Mark D. Pfeiffer, Judge

Gary D. Witt, Presiding Judge, and Thomas N. Chapman, Judge, concur.