MISSOURI COURT OF APPEALS
WESTERN DISTRICT

IN RE THE MARRIAGE OF:

WAFA AL MANDALAWI, Respondent,
v.
ALI ALOBAIDI, Appellant.

DOCKET NUMBER WD88087

DATE: October 6, 2026

Appeal From:

Clay County Circuit Court
The Honorable Calan T. McConkey, Judge

Appellate Judges:

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

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Attorneys:

Edward F. Ford, III, Kansas City, MO, for Respondent.

Brian J. Klopfenstein, Kearney, MO, for Appellant.

MISSOURI APPELLATE COURT OPINION SUMMARY

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WD88087 Clay County

Before Division One Judges: 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").

Husband and Wife were married in 2003 in Iraq, and later that year, they established a construction company. In 2004, Wife moved to Jordan and lived in an apartment Husband bought for Wife with funds generated through the parties' construction company. The apartment was later sold, and proceeds were used to purchase a property in Baghdad, Iraq ("Baghdad property"). Eventually, both Husband and Wife immigrated to the United States.

In 2023, Wife filed a petition seeking dissolution of the marriage, and the family court subsequently held an evidentiary hearing on the dissolution petition. At the hearing, Husband testified that, at some unspecified time, Wife entered into an agreement with Husband's father, which provided that she would receive a sum of money at the time of marriage and another sum of money if she and Husband were ever to divorce. 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"—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 testified that during the marriage, Husband purchased the Baghdad property from his sister using funds generated from the parties' construction company during the marriage. A copy of the deed for the Baghdad property was admitted at the hearing,

which listed Husband as "the buyer." Husband admitted that he purchased the property for $8,000.00 and that he has been in control of the property ever since he purchased it.

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. The judgment made no mention of Exhibit 101.

Husband filed a post-trial motion alleging that the family court erroneously failed to consider evidence of the "prenuptial agreement." In addition, Husband argued 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.

AFFIRMED.

Division One holds:

1. All property acquired by either spouse after the marriage is presumed to be marital property subject to division. The presumption of marital property may be overcome, and property will remain separate, however, by showing that the property was excluded by valid written agreement of the parties. In Missouri, to be valid and enforceable, a prenuptial agreement must be entered into freely, fairly, knowingly, understandingly, and in good faith with full disclosure. Here, Husband argues the family court erred in failing to enforce the 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. Husband did provide what appears to be a grainy photograph of Exhibit 101 in his appendix, but the appendix is not part of the record on appeal. On this basis alone, 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" found in his appendix, we would reject his claim of error. The text of the agreement 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 or otherwise excludes any property from the marital estate. Furthermore, Husband's own testimony indicates that he did not enter into the agreement freely, fairly, knowingly, or understandingly, and in good faith with full disclosure—he stated the agreement was between Wife and Husband's father, and he failed to present any evidence at trial regarding either party's disclosure of assets. Thus, the family court did not err in failing to enforce the alleged "prenuptial agreement." Point I is denied.

2. All property acquired by either spouse after the parties' marriage is presumed to be marital property. A spouse who claims such property to be non-marital must assume the burden of rebutting the presumption by clear and convincing evidence. Here,

Husband argues that the family court erred in classifying the Baghdad property as marital property because he testified at trial that his sister added his name to the deed in 2000, three years before the marriage. At most, Husband's testimony established a conflict in the evidence regarding when the Baghdad property was acquired—before or after marriage. Upon hearing conflicting evidence, the family court was entitled to believe all, part, or none of the testimony presented. Furthermore, under our standard of review, we view the evidence in the light most favorable to the judgment and defer to the family court's credibility determinations. Here, the family court resolved the conflicting evidence against Husband as it was entitled to do. Therefore, the family court did not err in classifying the Baghdad property as marital property and dividing it as part of the dissolution judgment. Point II is denied.

Opinion by: Mark D. Pfeiffer, Judge October 6, 2026

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