Circuit Court for Montgomery County
Case No: 485912V

UNREPORTED

IN THE APPELLATE COURT

OF MARYLAND*

No. 135

September Term, 2023

MITRA RAHMI, ET AL.

v.

BEHROUZ RAHMI, ET AL.

Wells, C.J.,
Ripken,
Eyler, James R.,
(Senior Judge, Specially Assigned),

JJ.

Opinion by Eyler, J.

Filed: February 9, 2024

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

This case arises from a family dispute involving an alleged agreement between siblings. On June 1, 2021, Mitra Rahmi and Vida Jahangosha, appellants, filed a complaint in the Circuit Court for Montgomery County against Behrouz Rahmi and Manijeh Rahmi Majidi, personally and as the personal representative of the Estate of Kambiz Majidi, appellees. Appellants asserted claims for breach of agreement, unjust enrichment, and breach of fiduciary duty. A bench trial was held on February 21-22, 2023. At the beginning of the trial, appellants withdrew their claim for breach of fiduciary duty. At the conclusion of appellants' case, the court granted appellees' motion for judgment on both the breach of agreement and unjust enrichment claims. This timely appeal followed.

QUESTIONS PRESENTED

Appellants present three questions for our consideration which we have reordered and rephrased as follows:

> I. Did the circuit court err in determining that there was no meeting of the minds to establish an enforceable settlement and forbearance agreement amongst the parties?
>
> II. Did the circuit court err in determining that appellants' forbearance of a legal right was not adequate or sufficient consideration to support the parties' oral settlement agreement?
>
> III. Did the circuit court err in ruling on claims and issues that were asserted in a previously settled probate matter from 2015 and that were not asserted in this action?

For the reasons set forth below, we shall affirm.

FACTUAL BACKGROUND

The Parties

The parties are siblings. Their father, Rohollah Rahmi,[1] had six children. His three daughters are Manijeh Rahmi Majidi, Mitra Rahmi, and Vida Rahmi Jahangosha, and his three sons are Badiullah Rahmi, Behrouz Rahmi, and Alex Rahmi. Manijeh was married to Kambiz Majidi, who died on April 5, 2021.[2] After Kambiz's death, Manijeh Rahmi Majidi, Personal Representative of the Estate of Kambiz Majidi, was substituted in the underlying case as a party defendant.

The Dispute Over Delcoline

Rohollah left Iran in about 1979, came to the United States, and started an automobile parts business known as Delcoline. Most of his children came to the United States at various times thereafter. Rohollah died in 2010 and an estate was opened for him in the Orphans' Court for Montgomery County. Manijeh was the personal representative of her father's estate. The parties do not dispute that the estate had a long history and was not closed until 2016. One of the disputed issues in the estate involved Rohollah's ownership interest in Delcoline. The company was not included as an asset in the estate. It is undisputed that at the time of the underlying trial in the circuit court, and for some unspecified number of years prior to that, the company shares were owned fifty percent by

[1] In the record, Rohollah Rahmi's first name is also spelled "Rouhullah" but we shall use this spelling throughout for consistency.

[2] Because some of the parties share the same last name, we shall hereinafter refer to each family member by his or her first name or, alternatively, as appellant or appellee.

Behrouz[3] and fifty percent by Kambiz. Mitra and Vida maintained, however, that the transfers of shares to Behrouz and Kambiz were made solely for the purpose of allowing them to immigrate to the United States using a specific type of immigration visa, and that the shares were to be held by them in trust for the benefit of all six of Rohollah's children.[4]

The Orphans' Court Proceeding and Settlement

Based on their belief that Delcoline was held in trust for the benefit of Rohollah's six children, in June 2015, proceeding in proper person, Mitra and Vida filed in the Orphans' Court exceptions to the fifth account filed by their father's personal representative, Manijeh.[5] In response to the exceptions, Behrouz, Mitra and Vida had a meeting at Vida's home. In a conversation conducted in Farsi, Behrouz expressed his anger that Mitra and Vida had filed exceptions. He asked Mitra what he could do to make her withdraw the exceptions. Mitra explained that their father's will left all his belongings to be shared equally by his six children and that Delcoline should have been included in his estate. According to Mitra, Behrouz said he would see that they got their fair share of the value of Delcoline if she and Vida withdrew their exceptions.

[3] Behrouz testified that his half of Delcoline is held in the name of his family trust, which received his shares on January 2, 2021.

[4] Although this allegation was included in Mitra and Vida's complaint in the circuit court, no evidence in support of it was presented at trial.

[5] Mitra testified that she and Vida did not file exceptions prior to 2015 because their brother Alex had filed for bankruptcy and Behrouz and Manijeh had decided to keep Delcoline away from the estate because they were afraid the bankruptcy trustee "would come after this business."

Vida was not present for that conversation. She testified that she was "in and out of the room" and was "busy with the tea and the coffee[.]" She believed that that conversation occurred after Mitra and Behrouz left her home. Vida also gave contrary testimony, stating that at the meeting with Mitra and Behrouz in her home, Behrouz told her he would give her her share of the value of Delcoline in exchange for withdrawing her exceptions. A few times, Behrouz also stated that he would be getting her and Mitra an accounting of the business.

On cross-examination, Vida gave the following testimony:

> [Counsel for appellees:] You were there when Behrouz made a promise? I think you said it was in the parking lot?
>
> [Vida Jahangosha:] It was in the parking lot that he emphasized it again to Mitra that he would do it. But when I was in the room, going in and out, I would hear them also talking about it.
>
> Q Did you hear Behrouz make the actual promise, I will pay you for your share in Delcoline while you were in the condo?
>
> A No, we didn't have to do that. Because when he says that he's going to give us everything we want, that means the same thing.
>
> Q Okay. But you did not hear him make that promise in that condo, while in the building, correct?
>
> A In the building, not in so many words.
>
> Q Okay. Did you hear him use any dollar amounts during that conversation? Promising you any dollar amount?
>
> A Dollar amount, no.
>
> Q Okay. How about –
>
> A Because afterwards it happened when [sic] went and talked to Kambiz.

According to Vida, in a conversation that occurred after she and Mitra withdrew their exceptions, Kambiz said he was going to pay her. There were no discussions specifically about how much each sister would receive or when those payments would be made. Mitra testified that Behrouz said he needed to do an accounting before he would be able to give them the money. Vida did not have a conversation with Behrouz about getting an accounting from Delcoline. The parties' agreement was not reduced to writing.

Based on their trust in Behrouz's statements, Mitra and Vida, still proceeding in proper person, withdrew their exceptions on July 29, 2015. They never received an accounting from Behrouz. Vida testified that they did not set a date for the payment of the money, but she was expecting it as soon as possible. A few weeks after the meeting, Manijeh handed Mitra and Vida each a check for $12,500. Manijeh told Mitra that Behrouz and Kambiz had spoken and decided to give her and Vida some money at that time and that more would be coming. Although neither of the checks was from an account belonging to Delcoline, both Mitra and Vida believed that the checks were advanced payments of their share of the value of Delcoline in exchange for the withdrawal of their exceptions. Mitra's check was written on an account belonging to Manijeh and Kambiz. It had the word "gift" written in the memo line. Mitra was told the word "gift" was written for tax purposes. Vida's check for $12,500 was written on an account belonging to Behrouz and Farahnaz Rahmi. It also had the word "gift" in the memo line.

Mitra and Vida each received a second check for $12,500 in October 2016. The check to Mitra was again written on an account belonging to Manijeh and Kambiz but did not include the word "gift" in the memo line. Mitra asked Manijeh what the money was

for, where it was coming from, and whether, for tax purposes, it was considered to be income. Manijeh told her to take the money and be happy with it. Mitra cashed the check a few months later. At that time, she still had not received an accounting from Behrouz and when she asked about it she did not receive an answer. The check to Vida was again written on an account belonging to Behrouz and Farahnaz Rahmi and had the word "gift" in the memo line. Mitra and Vida asked Behrouz for an accounting and he told them he would get one.

Mitra and Vida each received a third check in October 2017, each for $12,500. The check to Mitra was written on an account belonging to Manijeh and the check to Vida was written on an account belonging to Behrouz and Farahnaz Rahmi. Neither check had anything written in the memo line. In October 2018, Mitra received a fourth check in the amount of $12,500 from an account belonging to Kambiz and Manijeh. It had the words "gift" and "last payment" in the memo line. Manijeh told Mitra that she would not be getting any more money. Vida also received a fourth check in the amount of $12,500 written on an account belonging to Behrouz and Farahnaz Rahmi. It did not have anything written in the memo line. Eventually, in the summer of 2019, Behrouz told Mitra that there would not be an accounting. Mitra realized then that she would not be paid for her share of the value of Delcoline.

Walter Deyhle, a certified public accountant, who testified at the underlying trial in the circuit court as an expert in accounting and business valuation, opined that the fair market value of Delcoline in 2015 was $2.5 million and that the fair market value of one-sixth of Delcoline was $416,666.67.

Behrouz's Testimony

Behrouz's testimony of what occurred differed from Mitra and Vida's testimony. He acknowledged that he owned half the shares of Delcoline. He also acknowledged that he met with Mitra and Vida at Vida's home in July 2015. He disputed their claims about their father owning Delcoline and told them that if they needed money "why don't you tell us?" To resolve the dispute and have Mitra and Vida withdraw their exceptions, Behrouz told them that they could come to "us" any time they needed help. According to Behrouz, the sisters had asked for money many times before and that "we" helped them with "cash" and "emotionally." He questioned why they would file exceptions when they could just "come to us" if they needed money and "we" will give it to you. Behrouz denied that he "ever told anyone that I will split my company with them." He stated that he could not just split the company, that his partner, Kambiz, was not present at the meeting with his sisters, and that he could not just give the corporation away. He did not think there was a need for an accounting because stock certificates had been issued, he and Kambiz each owned fifty percent of Delcoline, he was the president of Delcoline, and the company was legally theirs. Behrouz denied that he was holding Delcoline stock in trust for any of his siblings or for his father. As we have already noted, Behrouz acknowledged that he did not own the Delcoline shares personally, in his own name, but instead in the name of a family trust which received the shares on January 2, 2021.

The Motion for Judgment

At the conclusion of the evidence presented by Mitra and Vida, the defendants, Behrouz and Manijeh, personally and as personal representative of Kambiz's estate, moved

for judgment. The court granted judgment in favor of the defendants on both the breach of agreement and unjust enrichment claims. As for the breach of contract claim, the court found that it did not have any evidence that the Delcoline stock was held in trust in equal shares for Rohollah's six children. Instead, the evidence, including Rohollah's last will and testament, which made no mention of Delcoline, showed that the business was not part of Rohollah's estate. The court credited Mitra's testimony that Behrouz said he would give her and Vida money and credited Behrouz's testimony that he would financially assist his sisters as he had done in the past. The sisters failed, however, to meet their burden of proving a contractual obligation on the part of Behrouz. The court determined that Mitra and Vida failed to meet their burden of proving a meeting of the minds and held that the alleged agreement was "far too vague and indefinite to be anything enforceable." The court found that there was no express agreement between Behrouz and Mitra and Vida as to the amount to be paid or the terms for payment. The court stated:

> [N]either party contends that Behrouz indicated he would pay one sixth of the value to each, of the value of Delcoline. That discussion didn't happen.
>
> Kambiz Majidi, the owner who is deceased now, the owner of the other one half share of Delcoline wasn't present during the discussion between plaintiffs and Behrouz. According to Vida, both Behrouz and Kambiz told the plaintiffs that they would . . . give them the money. But there's no evidence that Kambiz agreed to pay funds in exchange for withdrawing the exceptions.
>
> And in fact, the only evidence of any discussion with Kambiz is Vida's contention that she had a conversation with Kambiz at some point after the initial discussion with the [sic] Behrouz, after the exceptions were withdrawn, but before the payments started, when he said he would pay them money.

> But they didn't talk about how much. They didn't talk about when. And then, she further testified she couldn't recall whether they talked about getting the money in exchange for withdrawn exceptions. So, there's no evidence of any discussion with Kambiz about what those funds would have been for. And there's no evidence that Behrouz had authority to bind Kambiz or Manijeh to any agreement.

The court noted that the money paid to the plaintiffs did not come from Delcoline, that none of the defendants confirmed that the checks were payments pursuant to an oral agreement, and that some of the checks had the word gift indicated in the memo line. The court also noted that "no one told Vida or Mitra that they would get one sixth of the value of the business, specifically, or that they would get a sum certain, or a percentage, or that they would get funds within any particular timeframe, or in accordance with any particular schedule." The court determined that the checks did not evidence performance of a contract because there was no evidence that Behrouz and Kambiz assented to any contract and neither confirmed that the checks were part of an agreement to pay a share of the business in exchange for withdrawing exceptions. Further, the fact that some checks indicated that the money was a gift showed that there was no meeting of the minds.

With respect to consideration, the court concluded that even if there was a meeting of the minds, which it found there was not, the contract lacked sufficient consideration. The court determined that there was no evidence to support Mitra and Vida's claim that Delcoline was part of their father's estate. The court recognized that the business was not included in Rohollah's will and that the shares were not owned by him at the time of his death. In addition, there was no support for Mitra and Vida's contention that Delcoline was held in trust for family members "except perhaps their belief, as sincere as it might be

that their father would have wanted to do that." The court could not "find that they held a reasonable belief that their claim if any against the estate was a valid one, or that withdrawing their exceptions was sufficient consideration for a contract."

As for the unjust enrichment claim, the court concluded that there was no evidence that Delcoline was part of the estate and it was not reasonable to assume that it was a part of the estate. As a result, the court could not find that the withdrawal of exceptions conferred any benefits on the defendants who owned the business.

STANDARD OF REVIEW

In a bench trial, "[a] party may move for judgment on any or all of the issues in any action at the close of the evidence offered by an opposing party[.]" Md. Rule 2-519(a). "When a defendant moves for judgment at the close of the evidence offered by the plaintiff in an action tried by the court, the court may proceed, as the trier of fact, to determine the facts and to render judgment against the plaintiff or may decline to render judgment until the close of all the evidence." Md. Rule 2-519(b). "Unlike in a jury trial, a trial judge in a bench trial considering a Rule 2-519 motion for judgment 'is not compelled to make any evidentiary inferences in favor of the party against whom the motion for judgment is made.'" *Saxon Mortg. Servs., Inc. v. Harrison*, 186 Md. App. 228, 262 (2009) (quoting *Bricker v. Warch*, 152 Md. App. 119, 135 (2003)).

"Review of the decision of the trial court on the evidence is governed by the clearly erroneous standard set out in Rule 8-131(c) and the trial judge is allowed to evaluate the evidence as though he [or she] were the jury, and to draw his [or her] own conclusions as to the evidence presented, the inferences arising therefrom and the credibility of the

witnesses testifying." *Bricker*, 152 Md. App. at 135-36 (internal quotation marks and citations omitted). "A trial court's factual findings are not clearly erroneous as long as they are supported by any competent material evidence in the record." *Saxon Mortg. Servs.*, 186 Md. App. at 262 (citing *Figgins v. Cochrane*, 403 Md. 392, 409 (2008)). The circuit court's conclusions of law are reviewed without deference. *Id*. *See also Cattail Assocs., Inc. v. Sass*, 170 Md. App. 474, 486-87 (2006) ("The clearly erroneous standard does not apply to the circuit court's legal conclusions, . . . to which we accord no deference and which we review to determine whether they are legally correct.").

DISCUSSION

I.

Appellants challenge the circuit court's determination that there was no meeting of the minds on the ground that it was not supported by any facts or evidence in the record and, therefore, was clearly erroneous. Specifically, appellants contend that the circuit court erred in finding that there was no specified term or express time for payment because the court could have imputed a reasonable time for performance. They also argue that the circuit court erred in finding that the parties did not agree on an amount to be paid. They maintain that the amount to be paid to them was to be determined based on an accounting and valuation of Delcoline as of July 2015 that was to be obtained by Behrouz. According to appellants, "the method for determining the price was clear, practicable and sufficiently definite" and the price "was easily and readily ascertainable" by an appraisal. We disagree and explain.

While the interpretation of a contract is a question of law, subject to *de novo* review, *Towson Univ. v. Conte*, 384 Md. 68, 78 (2004), whether a contract exists is a factual inquiry subject to a clearly erroneous standard of review. *Bontempo v. Lare*, 217 Md. App. 81, 136 (2014) (citing *Eisenberg v. Air Conditioning, Inc.,* 225 Md. 324, 331 (1961)). In a bench trial, it is the trial judge's role "to determine whether the weight of the credible evidence presented was *sufficient* to support the existence of" a binding agreement between the parties. *Id.* at 137 (emphasis in original). "'If any competent material evidence exists in support of the trial court's factual findings, those findings cannot be held to be clearly erroneous.'" *Figgins*, 403 Md. at 409 (quoting *Schade v. Md. State Bd. of Elections*, 401 Md. 1, 33 (2007)). As we have made clear, "'[a]lthough it is not uncommon for a fact-finding judge to be clearly erroneous when he [or she] is affirmatively **PERSUADED** of something, it is . . . almost impossible for a judge to be clearly erroneous when he [or she] is simply **NOT PERSUADED** of something.'" *Bontempo*, 217 Md. App. at 137 (alteration in original) (further quotation marks and citation omitted) (quoting *Omayaka v. Omayaka*, 417 Md. 643, 658-59 (2011)).

The question of whether a contract was formed is central to this appeal. A valid contract is formed by, among other elements, an offer, an acceptance, and consideration. *Braude v. Robb*, 255 Md. App. 383, 397 (2022). "[C]ommon to all manifestations of acceptance is a demonstration that the parties had an actual meeting of the minds regarding contract formation." *Cochran v. Norkunas*, 398 Md. 1, 23 (2007). *See also 4900 Park Heights Ave. LLC v. Cromwell Retail 1, LLC*, 246 Md. App. 1, 18, 31 (2020) (noting that without a meeting of the minds as to all material terms there can be no enforceable

agreement); *Advance Telecom Process LLC v. DSFederal, Inc.*, 224 Md. App. 164, 177 (2015) (stating that a manifestation of mutual assent is an essential prerequisite to the creation or formation of a contract). In other words, "to establish a contract the minds of the parties must be in agreement as to its terms." *Safeway Stores, Inc. v. Altman*, 296 Md. 486, 489 (1983) (quotation marks and citation omitted). "Mutual assent, which is an integral component of every contract, includes two issues: '(1) intent to be bound, and (2) definiteness of terms.'" *Braude*, 255 Md. App. at 400 (quoting *Cochran*, 398 Md. at 14).

To be enforceable, a contract "must express with definiteness and certainty the nature and extent of the parties' obligations." *Cnty. Comm'rs for Carroll Cnty. v. Forty West Builders, Inc.*, 178 Md. App. 328, 377 (2008). Maryland's appellate courts have explained the requirement of contractual certainty as follows:

> "Of course, no action will lie upon a contract, whether written or verbal, where such a contract is vague or uncertain in its essential terms. The parties must express themselves in such terms that it can be ascertained to a reasonable degree of certainty what they mean. If the agreement be so vague and indefinite that it is not possible to collect from it the intention of the parties, it is void because neither the court nor jury could make a contract for the parties. Such a contract cannot be enforced in equity nor sued upon in law. For a contract to be legally enforceable, its language must not only be sufficiently definite to clearly inform the parties to it of what they may be called upon by its terms to do, but also must be sufficiently clear and definite in order that the courts, which may be required to enforce it, may be able to know the purpose and intention of the parties."

Id. at 378-79 (quoting *Robinson v. Gardiner*, 196 Md. 213, 217 (1950)).

Here, the trial court was not persuaded that appellants met their burden of proving that a meeting of the minds sufficient to form an enforceable contract had occurred between the parties because the alleged agreement lacked definiteness of terms, failed to specify the

time for performance or payment, and failed to state the amount that was to be paid. The record contains competent material evidence to support the circuit court's findings.

The parties did not agree on the nature of the payments to Mitra and Vida. The sisters understood that they would each be paid an amount equal to one-sixth of the value of Delcoline. Vida's testimony was somewhat contradictory, but she stated that she did not actually hear Behrouz make the alleged promise. Behrouz testified that he agreed to help his sisters when they needed money, as he had done in the past, but did not agree to pay them a one-sixth share of the value of the company. He testified that he owned fifty percent of the shares of Delcoline and that he never told anyone that he would split his company with them. Moreover, Kambiz was not present at the meeting at Vida's home and there was no evidence that Behrouz had any authority to bind him to an agreement. Neither party knew, in monetary terms, the value of one-sixth of Delcoline because no accounting was ever done. Mitra and Vida withdrew their exceptions prior to receiving the results of the accounting they believed Behrouz was going to obtain. There was no evidence as to whether the payments Mitra and Vida expected to receive were to be made in one lump sum or over time. Mitra and Vida accepted four checks, some of which indicated they were gifts from Behrouz or Kambiz and Manijeh. The checks were handed to Mitra and Vida by Manijeh who told them, initially, that Behrouz and Kambiz had decided to give them money and that more would be coming. Both Mitra and Vida questioned the fact that the checks were not drawn on Delcoline's account. Vida initially stated that she would not take the first check and waited for some time before cashing it. Mitra asked Manijeh about what the money was for, where it was coming from, and

whether it was her income. There was no evidence that Behrouz, Kambiz, or Manijeh ever expressed that the payments made were partial payments of one-sixth of the value of Delcoline pursuant to the alleged agreement.

This competent evidence supported the circuit court's factual determination that there was no meeting of the minds sufficient to form a contract, that there was no specified term or express time for payment, and no agreement on the amount to be paid. That determination was not clearly erroneous.

II.

Appellants contend that the circuit court erred in determining that their forbearance of a legal right, specifically the withdrawal of their exceptions in the Orphans' Court proceeding, was not sufficient consideration to support the alleged agreement because they would not have prevailed on those exceptions. They argue that their promise to forbear pursuing their exceptions was asserted in good faith, that they believed Delcoline was part of their father's estate, and that their claim was not frivolous or vexatious. They further argue that the circuit court should not have inquired into the adequacy of the consideration. According to appellants, whether their exceptions would have been successful in the Orphans' Court did not determine whether the withdrawal of their exceptions was sufficient consideration. They assert that there is no authority permitting the circuit court to refuse to uphold the agreement on the ground that the parties made a bad deal or that the appellants would not have been successful. We are not persuaded.

It is well established that contracts "ordinarily require consideration to be enforceable." *Harford Cnty. v. Town of Bel Air*, 348 Md. 363, 381 (1998). Consideration

"may be established by showing a benefit to the promisor or a detriment to the promisee." *Cheek v. United Healthcare of the Mid-Atlantic, Inc.*, 378 Md. 139, 148 (2003) (quotation marks and citations omitted). Courts generally will '"not inquire as to the adequacy of consideration[,]"' because it '"is not the province of the Courts to interfere with the natural right of parties to contract, and to exercise their own will and judgment upon the subject[.]"' *Lillian C. Blentlinger, LLC v. Cleanwater Linganore, Inc.*, 456 Md. 272, 303 (2017) (quoting *Vogelhut v. Kandel*, 308 Md. 183, 190-91 (1986)). Forbearance to assert a claim or exercise a right generally is valid consideration, even if the claim is "doubtful," as long as it is made in good faith. *Hoffman v. Seth*, 207 Md. 234, 241 (1955). *Accord Chernick v. Chernick*, 327 Md. 470, 480 (1992) ("Forbearance to exercise a right or pursue a claim, or an agreement to forbear, constitutes sufficient consideration to support a promise or agreement." (citing *Erie Ins. Exch. v. Calvert Fire Ins. Co.*, 253 Md. 385, 389 (1969))).

On the other hand, a groundless claim having no legal justification is not good consideration. In *Fiege v. Boehm*, 210 Md. 352, 361 (1956), the Supreme Court of Maryland held that forbearance "to sue for a lawful claim or demand is sufficient consideration for a promise to pay for the forbearance if the party forbearing" had an "honest intention to prosecute litigation which is not frivolous, vexatious, or unlawful, and which he believed to be well founded." Similarly, in *Blumenthal v. Heron*, 261 Md. 234, 242 (1971), the Court stated that courts of law, "in the absence of fraud, will not inquire into the adequacy of the value exacted for the promise so long as it has some value." In *Hoffman*, the Court explained:

> [i]t has been held that forbearance to assert a groundless claim having no legal justification is not a good consideration. *Strohecker v. Schumacher & Seiler*, 185 Md. 144, 151 [(1945)]; *Dipaula v. Green*, 116 Md. 491, 494 [(1911)]. But if the claim is at least doubtful and made in good faith, forbearance to assert it is a good consideration. *Snyder v. Cearfoss*, 187 Md. 635, 643 [(1947)]. See also Restatement, Contracts, Sec. 76(b); 1 Williston Contracts (Rev. Ed.), § 135; *Johnson v. S.L. Savidge, Inc.*, 43 Wash. 2d 273, 260 P.2d 1088 [(1953)].

Hoffman, 207 Md. at 241.

In the instant case, there was competent evidence to support the circuit court's determination that Mitra and Vida failed to show that their exceptions had legal justification and were not groundless. Specifically, they failed to present evidence to show that their father had an ownership interest in Delcoline, that the business was part of his estate, and that the business was actually held in trust for his children. The undisputed evidence presented at trial showed that Behrouz and Kambiz were each fifty percent owners of Delcoline and that the company was not mentioned in Rohollah's last will and testament. For those reasons, the circuit court did not err in finding that Mitra and Vida's exceptions did not have a reasonable basis in fact or legal justification and, as a result, their agreement to withdraw the exceptions could not constitute valid consideration.

III.

Appellants' final issue is related to those previously discussed. Appellants argue that the circuit court committed legal error when it determined that Delcoline was not an asset of their father's estate and, as a result, the claims asserted by appellants in their father's probate case lacked merit. They assert that this erroneous finding formed the basis of the circuit court's rulings that (1) "there could be no consideration for the settlement

agreement since Appellants' claims would have failed in" their father's probate case, and (2) "there could be no benefit to Appellees to support an unjust enrichment claim." Without any citation to case law or other legal authority, appellants argue that the circuit court

> cannot now go behind the parties' settlement agreement and stand in place of the Orphans' Court that would have heard the parties' Exceptions to make substantive rulings had a settlement not been reached. The Circuit Court's invalidation of the parties' settlement agreement by declaring that [Mitra] and [Vida] had no reason to settle the Exceptions because [Behrouz] and [Manijeh] would have prevailed on the merits is reversible legal error.

Appellants' contention is not supported by the record. The circuit court did not "stand in place of the Orphans' Court[.]" Appellants bore the burden of establishing the consideration for their alleged agreement with Behrouz. The court found that appellants failed to meet that burden because they did not produce any evidence to support their claim that Delcoline was an asset of their father's estate. That finding was supported by the fact that Delcoline was not mentioned in Rohollah's last will and testament, that another entity was specifically mentioned by name in the last will and testament, and Behrouz's testimony that he and Kambiz were fifty percent owners of Delcoline. In addition, the record was devoid of evidence that the shares of Delcoline were held in trust for the benefit of Rohollah's six children. It is not our function to weigh conflicting evidence or to second-guess the factual findings that are supported by the record. *See Goss v. C.A.N. Wildlife Tr., Inc.*, 157 Md. App. 447, 456 (2004) (citing *Bausch & Lomb, Inc. v. Utica Mut. Ins. Co.*, 355 Md. 566, 586-87 (1999)). The court's findings were relevant to a determination of

whether there was valid consideration for the alleged agreement with Behrouz and there was ample evidence to support the court's determination that there was not.

JUDGMENTS OF THE CIRCUIT COURT FOR MONTGOMERY COUNTY AFFIRMED; COSTS TO BE PAID BY APPELLANTS.