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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION SEVEN

YONA WIPRANIK,

Plaintiff and Respondent,

v.

HERTZEL BEN MAROME,

Defendant and Appellant.

B264739

(Los Angeles County
Super. Ct. No. BC520027)

APPEAL from a judgment of the Superior Court of Los Angeles County. Dalila Corral Lyons, Judge. Affirmed.

Lurie & Seltzer, Barak Lurie, Michele Seltzer and Armen Manasserian for Defendant and Appellant.

Cheren and Associates and Daniel J. Cheren for Plaintiff and Respondent.

Yona Wipranik was awarded a judgment against Hertz Ben Marome in the amount of \$397,262.32. Marome appeals. Because Marome has presented an inadequate record, we are unable to assess his claims of error and therefore affirm the judgment.

FACTUAL AND PROCEDURAL BACKGROUND

Wipranik filed a breach of contract action against Marome alleging that he failed to make required payments on a loan. The trial court conducted a one-day court trial at which Wipranik and Marome testified and nine exhibits were admitted into evidence pursuant to joint stipulation. The trial was not transcribed, and neither party requested a statement of decision. The court awarded Wipranik \$397,262.32, of which \$300,000 was the principal and \$97,262.32 was prejudgment interest; the court ordered postjudgment interest as allowed by law.

Marome appealed, and elected to proceed on a clerk's transcript only. We granted Marome's motion to augment the record with his trial brief and 12 joint trial exhibits. We are unable to summarize the evidence presented in the case because Marome presented neither a reporter's transcript nor a settled or agreed statement.

DISCUSSION

Marome makes four arguments on appeal: (1) the trial court should have found the parties' agreement to be usurious, because there was no substantial evidence justifying any other finding under the law; (2) instead of awarding damages to Wipranik, the court should have ordered Wipranik to pay him \$70,000 plus interest for overpayment of the loan principal; (3)

the trial court should not have entered judgment against him because he was not the obligor under the parties' agreement; and (4) in the alternative, the trial court should have ruled the parties' transaction was an investment rather than a loan.

“Under the doctrine of implied findings, the reviewing court must infer, following a bench trial, that the trial court impliedly made every factual finding necessary to support its decision.” [Citation.] Furthermore, in the absence of evidence to the contrary, “[a] judgment or order of the lower court is presumed correct. All intendments and presumptions are indulged to support it on matters as to which the record is silent, and error must be affirmatively shown. This is not only a general principle of appellate practice but an ingredient of the constitutional doctrine of reversible error.” [Citations.]’ [Citation.]” (*Natkin v. California Unemployment Insurance Appeals Board* (2013) 219 Cal.App.4th 997, 1013, italics omitted.)

Marome bears the burden of proof on appeal (*Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1295-1296 (*Maria P.*)), but because he has not provided a reporter's transcript or other record of the oral proceedings, he cannot meet his burden. “Without the proper record, we cannot evaluate issues requiring a factual analysis.” (*Pringle v. La Chappelle* (1999) 73 Cal.App.4th 1000, 1003.) When a party fails to furnish an adequate record of the challenged proceedings, his claims on appeal must be resolved against him. (*Maria P.*, at pp. 1295-1296; see also *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1140-1141.)

DISPOSITION

The judgment is affirmed. Respondent shall recover her costs on appeal.

ZELON, Acting P. J.

We concur:

SEGAL, J.

BENSINGER, J.*

* Judge of the Los Angeles Superior Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.