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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION THREE

MARY GRIFFIN,

Plaintiff and Appellant,

v.

INGA BOGOMOLNY et al.,

Defendants and Respondents.

B277067

Los Angeles County
Super. Ct. No. BC547052

APPEAL from an order of the Superior Court of Los Angeles County, Richard Rico, Judge. Affirmed.

Mary Griffin, in pro. per., for Plaintiff and Appellant.

McElfish Law Firm, Raymond D. McElfish and Edward A. Cosgrove for Defendants and Respondents.

Plaintiff Mary Griffin appeals from an order granting defendants Anna and Inga Bogomolnys'¹ motion to enforce a settlement agreement under Code of Civil Procedure section 664.6. Although Griffin raises numerous challenges to the trial court's order, she has forfeited all of her claims of error because she has not provided us with an adequate record and has not developed any of her legal arguments in her opening brief.² We therefore affirm the order.

BACKGROUND

We glean the relevant facts and procedural background from the limited and incomplete appellate record.

In May 2014, Griffin sued the Bogomolnys for claims arising from Griffin's rental of a room in the Bogomolnys' home and their termination of her tenancy. Around March 2016, the parties participated in private mediation. On March 18, 2016, Griffin, Inga, and the Bogomolnys' attorney signed a "Stipulation for Settlement" (stipulation), agreeing to resolve the litigation. Among other terms, the stipulation provided that Griffin would agree to dismiss the lawsuit with prejudice in exchange for the Bogomolnys agreeing to: (1) pay Griffin \$25,000; (2) serve as a positive reference for Griffin in the future; and (3) expunge a prior unlawful detainer judgment they had obtained against Griffin.

¹ Because defendants share the same last name, we refer to them individually by their first names throughout this opinion.

² Griffin did not file a reply brief, and the record is missing several critical documents including Griffin's operative second amended complaint, her opposition to the Bogomolnys' motion, and a transcript or agreed or settled statement of the hearing on that motion.

In April 2016, the Bogomolnys filed a motion to enforce the stipulation under Code of Civil Procedure section 664.6. In June 2016, the court granted the Bogomolnys' motion to enforce the stipulation. The court found "the [stipulation] was sufficiently clear and that the parties entered into a valid and binding agreement." Griffin filed a timely notice of appeal.³

DISCUSSION

It is a fundamental rule of appellate practice that the judgment of a lower court is presumed to be correct on appeal, and all intendments and presumptions are indulged in favor of its correctness. (*In re Marriage of Arceneaux* (1990) 51 Cal.3d 1130, 1133.) To overcome this presumption of correctness, the appellant must affirmatively show error. (*Denham v. Superior Court* (1970) 2 Cal.3d 557, 564.) As part of this burden, the appellant must provide the reviewing court with an adequate record, accurate citations to the parts of the record that support the appellant's claims, and sufficient legal argument. (*Yield Dynamics, Inc. v. TEA Systems Corp.* (2007) 154 Cal.App.4th 547, 556–557.) Any issues that are not supported by an adequate record, accurate record citations, or sufficient legal discussion will be deemed forfeited. (*Keyes v. Bowen* (2010) 189 Cal.App.4th 647, 655–656 (*Keyes*).)

Griffin raises numerous challenges to the court's order granting the Bogomolnys' motion to enforce the stipulation, all of which lack either evidentiary support, citations to the record,

³ Since the substance and effect of the order granting the motion to enforce the stipulation is to dispose of the lawsuit, the order is appealable. (See *Viejo Bancorp, Inc. v. Wood* (1989) 217 Cal.App.3d 200, 205.)

citations to relevant legal authority, or legal analysis. For example, Griffin complains the court failed to apply the “mailbox rule” to find she had rescinded the stipulation before it was signed by Inga and the Bogomolnys’ attorney. According to Griffin, she sent an email to the Bogomolnys’ attorney revoking her offer to settle her claims before Inga and the attorney signed the stipulation, and “Gmail confirms the date and time of delivery.” But Griffin does not cite to any part of the record that supports this assertion. And after reviewing the entire record, there is no such email in the record or evidence that it was presented to the trial court. Griffin also does not cite to any statute or case law discussing the “mailbox rule.” Griffin has, therefore, forfeited this claim on appeal. (See *Keyes, supra*, 189 Cal.App.4th at pp. 655–656.)

Griffin takes a similar approach to her other claims of error. For instance, Griffin asserts the court erred in granting the Bogomolnys’ motion for the following reasons: (1) the stipulation is missing “material terms,” such as the date by when the Bogomolnys must issue the \$25,000 payment to Griffin; (2) the mediator and the Bogomolnys’ insurer exercised undue influence on Griffin during the mediation and negotiations; (3) the court ignored the “highly unusual and improper circumstances of the mediation”; and (4) the Bogomolnys did not comply with the “statutory requirements for settlement, including drafting and filing the settlement agreement with the court.” (Capitalization in quotes removed.) Griffin has forfeited these claims because they lack evidentiary support, citations to the record, citations to relevant legal authority, and developed legal analysis. (See *Keyes, supra*, 189 Cal.App.4th at pp. 655–656; see also *Landry v. Berryessa Union School Dist.* (1995) 39 Cal.App.4th 691, 699–700

[issue that is not supported by pertinent or cognizable legal argument may be deemed abandoned].)⁴

Finally, Griffin has forfeited her claim that the court erred in finding the stipulation enforceable despite the fact that only Griffin, Inga, and the Bogomolnys' attorney, but not Anna, signed the document.⁵ As noted, Griffin has not provided us with a copy of her opposition to the Bogomolnys' motion to enforce the stipulation or a transcript or settled or agreed statement of the hearing on that motion. As a result, we are unable to determine whether Griffin properly preserved this argument or whether any evidence, stipulations, or arguments were introduced at the hearing that would support the court's finding that the stipulation is enforceable. (*Foust v. San Jose Construction Co., Inc.* (2011) 198 Cal.App.4th 181, 187 [“ ‘ “[I]f any matters could have been presented to the court below which would have authorized the order complained of, it will be presumed that such matters were presented.” ’ ”].) In addition, like with her other

⁴ Griffin does quote from “The Commercial Mediator’s Handbook, by Cyril Chem (UK) Rule 3.857” and cites to an opinion from the Court of Appeals of North Carolina. She fails, however, to explain what relevance these authorities have to the issues on appeal or why they are persuasive legal authority.

⁵ Griffin relies on an unpublished opinion of the Fourth District Court of Appeal to support her argument that the stipulation is unenforceable because Anna did not sign it. Griffin’s citation to this decision violates California Rules of Court, rule 8.1115, subdivision (a), which prohibits citation to unpublished opinions except in certain circumstances not relevant here. We therefore do not consider this opinion in reviewing Griffin’s claim of error. (See *People v. Webster* (1991) 54 Cal.3d 411, 428, fn. 4.)

arguments, Griffin has not cited to any part of the record to support this claim of error.

In sum, by failing to provide an adequate record, failing to support her arguments with specific citations to the record, and failing to adequately develop any of the legal arguments raised in her opening brief, Griffin has forfeited any claim that the court erred in granting the Bogomolnys' motion to enforce the stipulation.

DISPOSITION

The court's order is affirmed. The Bogomolnys shall recover their costs on appeal.

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LAVIN, J.

WE CONCUR:

EDMON, P. J.

EGERTON, J.