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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION SEVEN

In re the Marriage of ILDIKO
CSETO and ANDREW E.
STEVENS.

B266179

(Los Angeles County
Super. Ct. No. BD487938)

ILDIKO CSETO STEVENS,

Appellant,

v.

ANDREW E. STEVENS,

Appellant.

APPEALS from an order of the Superior Court of Los Angeles County, Patrick Cathcart, Judge. Affirmed in part and reversed in part.

The Law Office of Herb Fox, Herb Fox; Kaplan Wanger and Darlene S. Wanger for Appellant Ildiko Cseto Stevens.

Trope and Trope and Thomas Paine Dunlap for Appellant Andrew E. Stevens.

The marriage of Andrew E. Stevens and Ildiko Cseto Stevens was dissolved pursuant to a 2009 stipulated judgment.¹ At the time of dissolution, Andrew and Ildiko had a 10-year-old child, Armand. In the stipulated judgment, Ildiko represented and warranted that she would not seek child support and agreed to “non-modifiable” spousal support. As partial consideration for the child support and spousal support provisions, the stipulated judgment awarded Ildiko rental properties that Andrew had claimed were his separate property.

Several years later, Ildiko filed a motion for modification of Andrew’s child support obligation. She also requested that the court impose a lien on Andrew’s estate as security for that obligation, and order Andrew to pay for Armand’s medical expenses for an unspecified period of time, deposit into an escrow or trust account the proceeds of a judgment Andrew obtained in litigation with a third party, and periodically confirm that he is paying the premium on life insurance for the benefit of Ildiko that the stipulated judgment required him to purchase as security for spousal support. Except for the confirmation of the life insurance premium payment, which the court did not adjudicate, the court granted Ildiko all the relief that she sought,

¹ Because the parties have the same last name, we refer to them by their first names.

as well as some relief that she did not ask for. Andrew appealed; Ildiko cross-appealed on the life insurance question.

As to Andrew's appeal, we affirm the requirement that Andrew pay monthly child support for Armand, notwithstanding Ildiko's representation and warranty in the stipulated judgment that she would not seek child support. We reject Andrew's claim that, as a matter of law, the stipulated judgment required the court to order Ildiko to return the rental properties she received. The court had discretion to modify child support without requiring the return of the rental properties; it did not abuse that discretion in leaving the properties in Ildiko's possession while at the same time imposing child support obligations on Andrew. We reverse the order, however, as to all the other relief that Ildiko obtained. As to the cross-appeal, Ildiko's request for an order directing Andrew to confirm periodically that he is paying life insurance policy premiums is not ripe because the parties dispute whether the obligation the stipulated judgment imposed on Andrew to purchase life insurance for Ildiko's benefit as security for spousal support remains in force (Andrew says it is not, and Ildiko says it is), and that issue was not adjudicated below. Ildiko is free to seek its adjudication in the trial court through a noticed motion.

FACTUAL AND PROCEDURAL BACKGROUND

A. *The Parties*

Andrew and Ildiko married in 1993. Andrew was 71 years old at the time of their marriage. Their son Armand was born in 1999. Armand was diagnosed with severe autism spectrum disorder at an early age. Through intensive therapy and medical

treatment Armand has shown some improvement, but he remains seriously impaired. He is under the care of a therapist specializing in autism disorders and attends a private school for children with Autistic Spectrum Disorder.

Andrew is a retired businessman. Ildiko is an immigration attorney with her own law practice, but she is unable to work full-time because of the time she devotes to caring for Armand.

B. *The Stipulated Judgment*

In June 2008, Andrew and Ildiko separated, and Ildiko filed a petition for dissolution. In January 2009, the trial court entered a stipulated judgment, which dissolved the parties' marriage. The stipulated judgment contains provisions regarding spousal support, division of property, and child custody and child support.

1. *Spousal Support and the Division of Property*

The stipulated judgment awarded Ildiko the family residence in Beverly Hills as separate property without any reimbursement to Andrew. It directs Andrew to pay "non-modifiable spousal support" in the amount of the monthly loan payments due on the Beverly Hills property, which was \$7,351.11. To secure the spousal support obligation, the stipulated judgment required Andrew to "provide a life insurance policy on his own life of \$1,000,000," with Ildiko as the named beneficiary, and to provide Ildiko with an "annual[] confirmation of the . . . status of the policy." The stipulated judgment states that Andrew will make monthly loan payments related to the promissory note on the Beverly Hills residence until either he

dies or the loan is paid off. Upon Andrew's death, any remaining balance on the loan is to be paid from the life insurance proceeds.

The stipulated judgment also awarded Ildiko three rental properties: one in Louisiana occupied by a bowling alley, and two in Wisconsin occupied by pizza restaurant franchises. It noted that Andrew claimed that these properties were his sole and separate property, but that Ildiko "contends that there may be a community interest in [them]." Notwithstanding his ownership claim, Andrew agreed to transfer ownership of the properties and to assign to Ildiko all rights under the lease agreements for the three rental properties, including the right to receive a total of \$41,385 in monthly rent. The stipulated judgment states that the rental properties would provide income sufficient for Ildiko's support (other than spousal support in the form of Andrew's payment of the loan related to the note on the Beverly Hills residence). It recites that the parties waived any other right to spousal support and no court would have jurisdiction to order any other spousal support at any time. It also recites that Andrew's transfer of the three rental properties to Ildiko was "in part consideration for the . . . spousal support provisions [in the judgment]."

2. *Child Custody and Support*

The stipulated judgment awarded the parties joint physical custody of Armand, but stated that that Ildiko would have "primary physical custody" and Andrew would have "secondary physical custody."

The stipulated judgment imposed no child support obligation on Andrew. In pertinent part, it stated that the property division and spousal support provisions ensured that

“each of the parties will have assets and income which are more than sufficient to enable each party to pay for his/her own expenses as well as any and all expenses for the parties’ minor child during each party’s respective time of custody. Based thereon, no child support shall be payable from one party to the other” In the stipulated judgment, Ildiko “warrant[ed] and represent[ed] that she [would] not seek to obtain child support from [Andrew].” The stipulated judgment states that Andrew “rel[ie]d on that representation in his agreement to the terms relating to the division of property, including the transfer of his separate property income producing assets to [Ildiko].” It recites that Andrew’s agreement to transfer the properties was “in part consideration” for the judgment’s child support provisions. Notwithstanding Ildiko’s representation and warranty that she would not seek child support, she acknowledged that “it is the policy of this state that child support cannot be non-modifiable.”

3. *Waivers*

In the stipulated judgment, the parties expressly waived any rights to reimbursement under Family Code section 2640² for separate property contributions to the acquisition of community property. They also agreed to pay their own attorney fees, apart from \$9,395.53 that Andrew had already paid to Ildiko’s counsel.

C. *Ildiko’s Motion To Set Aside the Stipulated Judgment*

In January 2010, a year after the stipulated judgment was entered, Ildiko filed a motion to have it set aside. In her motion,

² All undesignated statutory references are to the Family Code.

Ildiko argued that Andrew had failed to disclose all of his assets before the parties entered into the stipulated judgment and that she had mistakenly believed that the stated income from the rental properties was net rather than gross income. In April 2010, Ildiko withdrew the motion. Ildiko later claimed that she withdrew the motion in reliance on Andrew's oral representation that he would voluntarily pay monthly support for Armand, voluntarily contribute to Armand's medical, therapeutic, and educational expenses, and establish a trust to care for Armand after Andrew's death. Andrew denied making such a representation, but he did voluntarily pay one-half of Armand's medical, therapeutic, and educational expenses from 2010 until April 2013.

D. *Ildiko's Request for an Order Modifying Child Support and Other Relief*

On November 4, 2014, Ildiko filed a request for an order modifying child support and other relief.

In her moving papers, Ildiko sought guideline child support (§ 4055) from Andrew. To support this request, Ildiko noted that the stipulated judgment contemplated that she and Andrew would pay for Armand's expenses during their respective periods of custody. Ildiko presented evidence showing, however, that Andrew no longer had any contact with Armand; she had custody of Armand 100 percent of the time and thus was paying for all of Armand's expenses. Ildiko asserted that the rental income from the three rental properties she was awarded in the stipulated judgment was insufficient to cover Armand's expenses. Ildiko also pointed out that the provisions in the stipulated judgment purporting to waive child support and restricting the court's

authority to order child support did not bar her from requesting child support because the provisions were void as against public policy.

In addition to modification of child support, Ildiko requested the court (1) order that Andrew pay one-half of the expenses for Armand's education, medical, and therapeutic treatments; (2) impose a \$10 million lien against Andrew's estate as security for child support; (3) require Andrew to confirm bi-yearly that he has paid the premium on the life insurance policy required by the stipulated judgment; and (4) award her attorney fees and accountant fees incurred in connection with the request for order. In support of these requests for additional relief, Ildiko argued that, given Andrew's advanced age (he was 92 at the time she filed her motion), there was good cause for the court to order Andrew to provide security for the payment of child support. Ildiko further argued that there was no assurance that Andrew would provide for Armand's support in his estate plan.

In a declaration filed with her reply brief, Ildiko stated that Andrew had obtained a \$3.2 million judgment against a third party arising from a real estate deal known as Tri-Palms. She requested in that declaration that the court order Andrew to deposit any proceeds from that judgment into an escrow or trust account.

E. *The Trial Court's Order*

The court held an evidentiary hearing. Andrew was deposed prior to the hearing. He did not testify at the hearing. Ildiko testified, as did her forensic accountant.

On June 26, 2015, the court issued its findings and order.³ Attached to the order was a DissoMaster report.⁴ The order was largely favorable to Ildiko.

First, the court ordered Andrew to pay guideline child support of \$4,248 per month in accordance with the DissoMaster; the payments are to continue “until Armand graduates from high school or is the age of 19.” In announcing at the hearing that it was going to order guideline child support, the court rejected Andrew’s argument that, as an equitable matter, Ildiko was required to return the rental properties to Andrew on the ground she breached her representation and warranty in the judgment that she would not seek child support. The trial court stated, “I am not going to order that the properties be returned . . . because I don’t find that the exchange of properties was a completely child support-bearing issue. It also was for spousal support and division of property issues, so I am not going to upset that part of the judgment.”

Second, based on its concerns that Armand’s condition might render him incapable of caring for himself when he reaches the age of majority and that Andrew might not provide for his care after that point, the court ordered Andrew “to pay one-half of . . . Armand’s medical care costs in the amount of \$3,831 per month . . . until further order of the [c]ourt.”

³ Neither party requested a statement of decision.

⁴ “‘The DissoMaster is a privately developed computer program used to calculate guideline child support under the algebraic formula required by section 4055.’ [Citation.]” (*Y.R. v. A.F.* (2017) 9 Cal.App.5th 974, 980, fn. 10.)

Third, the court adopted the DissoMaster report's monthly insurance allocation of \$1,270 for Andrew and \$1,258 for Ildiko and Armand on the ground "that a person of [Andrew's] age will necessarily have to have supplemental insurance in this [c]ourt's opinion and that it will not be cheap." The court directed that Andrew "provide insurance for himself, [Ildiko], and . . . Armand." The order did not indicate whether the "insurance" that Andrew was directed to provide was health insurance or life insurance. However, the monthly insurance allocations in the DissoMaster report that the court adopted were labeled in the report as "[h]ealth insurance" allocations.

Fourth, the court ordered that any additional amounts collected by Andrew on the Tri-Palms judgment "shall go into an escrow account or into [Andrew's] [c]ounsel's client trust account. At that point the parties can then revisit how much, if any, of those funds should be allocated as income."

Fifth, the court granted Ildiko's request for a lien on Andrew's estate as security for future child support payments. The court stated that the lien would remain in place for Ildiko's life expectancy, which the court determined to be 22.3 years. The court calculated the amount of the lien to be "the present value of \$4,248 times 22.3 years, for a total sum of \$1,136,764.80." It further stated that "the amount of the lien will be reduced by one year ($\$4,248 \times 12 \text{ months} = \$50,967$) each year"⁵

⁵ The court referred to "a total sum of \$1,136,764.80," although this number apparently reflects the total future payments ($\$4,248 \times 12 \text{ months} \times 22.3 \text{ years} = \$1,136,764.80$), rather than the discounted present value of those payments.

The court did not adjudicate Ildiko's request that Andrew be required to confirm bi-annually that he has paid the life insurance policy premiums.

Andrew timely appealed from the order. Ildiko filed a timely cross-appeal.⁶

CONTENTIONS

Andrew contends the trial court erred by (1) not requiring Ildiko to return the rental properties to him as a condition of modifying child support; (2) ordering him to pay medical expenses for Armand for an indefinite period of time until further order of the court; (3) imposing a lien on his estate as security for payment of child support; (4) ordering him to deposit into an escrow or in a trust account proceeds of the Tri-Palms judgment; and (5) ordering him to provide health insurance for Ildiko.

Ildiko contends the trial court erred by failing to adjudicate her request for an order requiring Andrew to confirm bi-annually his payment of the premium on the life insurance policy that the stipulated judgment required him to purchase as security for spousal support.

⁶ The order is appealable as an order after judgment under Code of Civil Procedure section 904.1, subdivision (a)(2). (*In re Marriage of Zimmerman* (2010) 183 Cal.App.4th 900, 906.)

DISCUSSION

A. *The Trial Court Did Not Err in Imposing Child Support Obligations on Andrew Without Requiring Ildiko To Return the Rental Properties to Him*

1. *Applicable Law and Standard of Review*

“[T]he father and mother of a minor child have an equal responsibility to support their child in the manner suitable to the child’s circumstances.” (§ 3900; see § 4053, subds. (a), (b).) Courts must adhere to the statewide uniform guideline in determining child support, unless the parties have stipulated to a different amount of child support or other special circumstances apply. (§§ 4052, 4057, subd. (b).) The guideline determines child support based on each parent’s income and custodial time with the child. (§ 4055; *In re Marriage of McHugh* (2014) 231 Cal.App.4th 1238, 1245.) Courts may also award certain amounts as additional child support, including “[c]osts related to the educational or other special needs of the children.” (§ 4062, subd. (b)(1).)

A court may modify a child support award at any time if the court determines that changed circumstances warrant a modification or the parties stipulated to child support below the guideline amount. (§§ 3651, subd. (a), 4065, subd. (d); *In re Marriage of Usher* (2016) 6 Cal.App.5th 347, 357-358.) Agreements purporting to restrict the court’s authority to order or modify child support are void as against public policy. (*In re Marriage of Bodo* (2011) 198 Cal.App.4th 373, 386; *In re Marriage of Cheriton* (2001) 92 Cal.App.4th 269, 294.)

We review an order modifying child support for abuse of discretion. (*In re Marriage of Usher, supra*, 6 Cal.App.5th at

p. 357.) A court abuses its discretion only if no reasonable judge could have made the same decision, considering all of the relevant circumstances, or the court fails to act in accordance with the governing rules of law. (*In re Marriage of Williamson* (2014) 226 Cal.App.4th 1303, 1312; *New Albertsons, Inc. v. Superior Court* (2008) 168 Cal.App.4th 1403, 1422.) We review any factual findings made in connection with a child support ruling under the substantial evidence test. (*In re Marriage of Wittgrove* (2004) 120 Cal.App.4th 1317, 1327.) We interpret de novo the provisions of a marital settlement agreement that are incorporated into a stipulated judgment dissolving the marriage. (*In re Marriage of Simundza* (2004) 121 Cal.App.4th 1513, 1518; *In re Marriage of Davis* (2004) 120 Cal.App.4th 1007, 1018.)

2. *The Stipulated Judgment Does Not as a Matter of Law Require Ildiko To Return the Rental Properties to Andrew as an Implied Equitable Condition of the Modification of His Child Support Obligation*

Andrew does not challenge the trial court's authority to modify the stipulated judgment and impose child support obligations on him; he acknowledges that the provision in the stipulated judgment purporting to restrict Ildiko's ability to seek child support is unenforceable because it is against public policy. Nor does Andrew challenge the amount of monthly child support the court ordered. Andrew argues, however, that, as a matter of law, the stipulated judgment requires Ildiko to return the rental properties to him as an implied equitable condition of the modification of child support because he transferred the properties to her in consideration for her representation and warranty not to seek child support, which she breached.

We reject Andrew's reading of the stipulated judgment. The stipulated judgment states that Andrew's transfer of the properties was not conditioned exclusively on Ildiko's representation and warranty not to seek child support. To the contrary, that promise was only part of the consideration Andrew received in exchange for the rental properties. In pertinent part, the stipulated judgment says unequivocally that "the property division/transfer . . . is *in part consideration for the above-referenced spousal support provisions and the child support provision.*" (Italics added.) Elsewhere, it says that the properties "are being transferred to [Ildiko] *as part of the overall consideration for the making of this Stipulated Judgment.*" (Italics added.) In addition to spousal support and child support, "the overall consideration" for the transfer included Ildiko's waiver of her rights to reimbursement for separate property contributions to the acquisition of community property under section 2640 and any right to an attorney fee award.

Andrew could have insisted on the inclusion of an express provision in the stipulated judgment requiring the return of the rental properties should Ildiko later seek child support, but he did not do so. The plain language of the stipulated judgment precludes us from implying such a condition as a matter of law.

3. *The Trial Court Did Not Abuse Its Discretion in Declining To Order Ildiko To Return the Rental Properties to Andrew*

Because the stipulated judgment did not require Ildiko to return the rental properties to Andrew as an implied equitable condition of obtaining child support from him, the question

becomes whether the trial court abused its discretion in declining to order the properties to be returned. The answer is no.

To begin with, as indicated above, the transfer of the rental properties was intertwined with multiple provisions of the stipulated judgment, not just the child support provisions. The trial court thus reasoned that requiring the return of the rental properties as a condition of imposing child support would unravel the entire stipulated judgment. The court did not abuse its discretion in seeking to avoid such a result.

Additionally, although Andrew claims that equity compels the return of the rental properties to him, the evidence in the record indicates that the equities actually cut in favor of Ildiko. First, the stipulated judgment recites Ildiko's contention "that there may be a community interest in such properties." It thus recognizes that the rental properties may not have been Andrew's separate property in the first place, for him to keep or transfer without regard to Ildiko's asserted community interest in them. Second, the stipulated judgment gave Andrew "secondary" physical custody of Armand and stated that he would pay Armand's expenses during his custody period. The record shows, however, that Andrew no longer had any custody of Armand and that therefore Ildiko was paying all of his expenses at the time she sought child support. This changed circumstance was an equitable factor in favor of modification of child support without a reciprocal return of the rental properties. Third, the record also shows that Andrew had stopped paying half of Armand's medical expenses—an obligation he had assumed in 2010 after Ildiko withdrew her motion to vacate the stipulated judgment. Whether Andrew promised Ildiko that he would assume that obligation in exchange for her withdrawal of the motion to vacate (as Ildiko

says he did) or whether he voluntarily assumed the obligation (as Andrew says he did), his cessation of the payments is another equitable factor that points towards modification of child support without requiring return of the rental properties in exchange.

In sum, Andrew has shown no abuse of discretion in the court's refusal to order the return of the rental properties to him as an equitable condition of Ildiko's request for modification of the stipulated judgment's child support provision.

B. The Trial Court Abused Its Discretion in Requiring Andrew To Pay Armand's Medical Expenses Indefinitely

Child support obligations "continue[] as to an unmarried child who has attained the age of 18 years, is a full-time high school student, and who is not self-supporting, until the time the child completes the 12th grade or attains the age of 19 years, whichever occurs first." (§ 3901, subd. (a).) However, parents have an obligation to support "a child of whatever age who is incapacitated from earning a living and without sufficient means." (§ 3910, subd. (a) (section 3910(a)); see *In re Marriage of Serna* (2000) 85 Cal.App.4th 482, 483-484.) An adult child is "incapacitated from earning a living" within the meaning of section 3910(a) "if he or she demonstrates 'an inability to be self-supporting because of a mental or physical disability or proof of inability to find work because of factors beyond the child's control.' [Citations.]" (*In re Marriage of Cecilia & David W.* (2015) 241 Cal.App.4th 1277, 1285.) "[T]he incapacity standards require courts to focus not on the adult child's conditions and their potential impact on employment, but rather on his or her ability to find work or become self-supporting in light of such conditions." (*Id.* at p. 1286.)

Ildiko requested an order that Andrew pay one-half of the expenses for Armand's education and his medical and therapeutic treatments. Ildiko did not argue, however, that Andrew's obligation to pay those expenses should continue after Armand completes the 12th grade or turns 19. Nevertheless, the court directed that the payments continue "until further order of the [c]ourt." Andrew argues that the court abused its discretion in requiring payment of Armand's education, medical, and therapeutic costs indefinitely. We agree.

A court's authority to make child support orders "is limited to the conditions and circumstances existing at the time they are made, and the court cannot then anticipate what may possibly thereafter happen and provide for future contingencies." (*Primm v. Primm* (1956) 46 Cal.2d 690, 694; *In re Marriage of Cheriton*, *supra*, 92 Cal.App.4th at p. 298; *In re Marriage of Chandler* (1997) 60 Cal.App.4th 124, 130.) At the time of the order here, Armand was 14 years old. In directing Andrew to pay for Armand's education, medical, and therapeutic costs indefinitely, the court did not cite section 3910(a) or make any express findings that Armand's existing condition and circumstances would be unchanged upon his completion of the 12th grade or his 19th birthday and prevent him from earning a living. Nor does the evidence support implied findings warranting Andrew's payment of these costs beyond those dates and until further order from the court.

As support for the court's order, Ildiko's brief pointed to the declaration she filed with her motion, which stated, "I do not believe that even after Armand reaches the age of majority he will ever be able to care for himself or be self-supporting." Andrew contends that Ildiko is not qualified to opine on whether

Armand's condition will render him incapable of earning a living when he turns 19. Andrew is correct. A finding of future section 3910(a) incapacity requires expert testimony. Ildiko did submit a letter from a physician stating, "Armand Stevens suffers from autism and Tourette's syndrome. In several years of therapy he has made very little progress. His disability will be lifelong and it is highly unlikely that he will be able to live independently or be self-supporting." The physician's letter is hearsay. Ildiko identified no exception to the hearsay rule that would render the letter admissible.⁷ At oral argument, Ildiko's counsel conceded that neither Ildiko's declaration nor the doctor's letter provided an evidentiary basis for the requirement that Andrew pay Armand's education, medical, and therapeutic medical expenses until further order of the court.

Our conclusion that the trial court abused its discretion in imposing that obligation on Andrew does not preclude Ildiko from returning to court as Armand approaches graduation from high school and/or his 19th birthday and requesting a section 3910(a) order of support for Armand as an incapacitated adult.

C. *The Trial Court Abused Its Discretion in Imposing a Lien on Andrew's Estate*

As security for the child support obligations it imposed, the trial court ordered a lien on Andrew's estate in the amount of the present value of monthly child support (\$4,248) for the remainder of Ildiko's life expectancy (22.3 years), with the total amount of

⁷ Andrew objected below to the statements in Ildiko's declaration about Armand's health on grounds of lack of foundation and to the doctor's declaration on hearsay grounds. The trial court did not rule on these objections.

the lien to be reduced by \$50,976 (the monthly payments times 12 months) each year.

Section 4012 authorizes a court, “[u]pon a showing of good cause,” to require “reasonable security” for the payment of court-ordered child support. (See *Brothers v. Kern* (2007) 154 Cal.App.4th 126, 139; *In re Marriage of Drake* (1997) 53 Cal.App.4th 1139, 1163 (*Drake*).) We believe that there was good cause for the court to impose a lien on Andrew’s estate as security for child support, but the lien was not reasonable security.

The good cause for the lien is grounded in Andrew’s deposition testimony that he had not provided for Armand in his estate plan. This testimony understandably gave the court pause. Specifically, because of Andrew’s advanced age and Armand’s disability, the court expressed concern that Andrew would soon die without leaving sufficient resources for Armand. It imposed the lien in response to that concern.

The lien was not reasonable security, however. The child support obligation that the court ordered terminates when Andrew graduates from high school or reaches the age of 19. Any lien on Andrew’s estate to secure Andrew’s child support obligation thus should be tethered to the span of that obligation, which, at the time of the order, was four to five years. There is no reasonable basis to impose the lien for Ildiko’s calculated life expectancy of 22.3 years.

Ildiko argued in her brief that it was rational for the court to tie the security to her life expectancy because when she dies, “Armand will be left without his primary means of physical and financial support.” This argument is puzzling. If Ildiko’s death will leave Armand without physical and financial support, then the lien should be for the entirety of Armand’s life span, not

Ildiko's. At oral argument, Ildiko abandoned the argument and conceded the court abused its discretion in imposing the lien for the period of her life expectancy. Our reversal of the provision of the order imposing the lien does not preclude Ildiko from requesting through a noticed motion that the court reinstitute the lien until Armand's graduation from high school or his 19th birthday.

D. *The Trial Court Erred by Ordering Andrew To Deposit the Tri-Palms Judgment Proceeds into an Escrow or Trust Account*

The trial court ordered Andrew to deposit in escrow or in his attorney's client trust account any additional amounts collected on the Tri-Palms judgment. Ildiko did not seek this relief in her request for order modifying child support. Indeed, she mentioned the Tri-Palms judgment for the first time in a declaration filed with her reply. Because the issue of the availability of funds collected on the Tri-Palms judgment as a source of support was not properly noticed in Ildiko's moving papers, the court lacked authority to require Andrew to deposit those funds in an escrow or trust account. (*People v. American Surety Ins. Co.* (1999) 75 Cal.App.4th 719, 726.) In any event, we find no basis in the record to require Andrew to sequester funds collected from the Tri-Palms judgment; if and when Andrew receives any such funds, Ildiko can raise with the court whether the funds affect Andrew's income for purposes of child support.

Ildiko agrees that the court erred by ordering Andrew to deposit the judgment proceeds in escrow or in his attorney's client trust account. Ildiko suggests, however, that we reverse with directions to the court to modify the order to require Andrew

to provide an accounting of any judgment proceeds that he collects, so that Ildiko can seek to modify child support at that time as warranted. We decline to issue that directive in the first instance. Our disposition does not, however, preclude the trial court from ordering an accounting of the Tri-Palms funds should Ildiko ask for one.

E. *The Trial Court Erred by Ordering Andrew To Provide Health Insurance for Ildiko*

A parent in a stipulated judgment of dissolution may validly waive the right to receive spousal support. (See *In re Marriage of Paboojian* (1987) 189 Cal.App.3d 1434, 1437-1438 [enforceable oral waiver].) The provision of health insurance to a former spouse is a form of spousal support. (*In re Marriage of Benjamins* (1994) 26 Cal.App.4th 423, 430.) Pursuant to the stipulated judgment, Ildiko waived her right to any spousal support, apart from the loan payments on the Beverly Hills residence. She did not request spousal support in general, or health insurance in particular, in her post-judgment request for relief. Yet, the trial court ordered Andrew to provide health insurance to her. Because Ildiko's request for the provision of health insurance to Ildiko was not properly noticed, the court erred in requiring Andrew to provide it.

Ildiko argues that the language in the order stating, "Respondent is to provide insurance for himself, Petitioner, and the minor child, Armand," is ambiguous as to whether Andrew must provide health insurance or life insurance and that therefore we should remand for clarification. We discern no such ambiguity in the order. The paragraph in the order immediately preceding the paragraph directing Andrew to "provide insurance"

refers to the insurance allocations in the DissoMaster. And there, those allocations are plainly delineated as being for health insurance, not life insurance. There is no need for a remand to resolve ambiguities because there are none. The trial court ordered Andrew to provide health insurance to Ildiko. That order was an error.

F. *Ildiko's Request for an Order Requiring Bi-Annual Confirmation of the Status of the Life Insurance Policy Cannot Be Adjudicated Until the Trial Court Determines Whether Andrew's Obligation To Provide Life Insurance Remains in Force*

Under the stipulated judgment, Andrew was required to purchase a \$1 million life insurance policy, which named Ildiko as the beneficiary, as security for his spousal support obligation to pay the loan related to the promissory note on the Beverly Hills residence. The stipulated judgment also required Andrew to provide Ildiko with annual confirmation of the status of the policy. In her post-judgment motion, Ildiko requested that the court order Andrew to confirm on a bi-yearly basis that he has paid the premium on the life insurance policy. In opposing that request, Andrew asserted that he no longer was required to maintain a life insurance policy because he has paid off the loan relating to the note on the Beverly Hills residence, thus terminating his spousal support obligation and the attendant life insurance requirement. Ildiko disputes that the life insurance obligation terminated upon final payment of the loan, citing the fact that the amount of the required life insurance policy is \$1 million, while the amount of the loan payoff at the time of the stipulated judgment was \$676,000.

The trial court did not adjudicate Ildiko's request for bi-annual confirmation of the premium payments. On appeal, her counsel conceded at oral argument that Ildiko failed to seek a ruling on the request in the proposed order she submitted. Nevertheless, Ildiko asks us to remand with directions to the court to adjudicate it.

We decline that request. Whether Andrew can be required to confirm bi-annually the status of the life insurance policy depends on the resolution of the parties' dispute over the continued existence of Andrew's obligation to provide life insurance as security for spousal support. Andrew says that obligation no longer is in force. Ildiko says it is. The trial court's failure to adjudicate Ildiko's request for bi-annual confirmation of the status of the life insurance policy does not preclude Ildiko from filing a properly noticed motion seeking resolution of the parties' dispute over the existence of the life insurance obligation and thus whether bi-annual confirmation of the policy is warranted.

DISPOSITION

The order is affirmed as to the requirement that Andrew pay child support until Armand graduates from high school or reaches the age of 19. The order also is affirmed to the extent it declined to require Andrew to provide confirmation of payment of premiums on a life insurance policy. The order is reversed in all other respects. The parties are to bear their own costs on appeal.

SMALL, J.*

We concur:

PERLUSS, P. J.

SEGAL, J.

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