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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION EIGHT

SUN SOO KIM et al.,

Plaintiffs and Appellants,

v.

MOON JOO HYUN et al.,

Defendants and Respondents.

B284139

(Los Angeles County
Super. Ct. No. BC594071)

APPEAL from a judgment of the Superior Court of Los Angeles County, Gregory W. Alarcon, Judge. Affirmed.

Sun Soo Kim, in propria persona for Plaintiff and Appellant.

Min Ja Mun, in propria persona for Plaintiff and Appellant.

No appearance by Defendant and Respondent.

Plaintiffs Sun Soo Kim and Min Ja Mun appeal from the trial court's judgment in favor of defendant Moon Joo Hyun after a bench trial. They challenge the trial court's dismissal of their cause of action for breach of written contract. Appellants dispute the court's finding that appellants had failed to prove the existence of a written contract, and argue that a valid written contract was introduced at trial. We disagree and affirm.

FACTUAL AND PROCEDURAL BACKGROUND

On September 9, 2015, appellants filed a complaint against respondent for breach of written contract and other claims. The breach of contract cause of action referred to an agreement "to transfer the Business or pay back investment to Plaintiff" and alleged damages of "\$200,000.000 in cash investment, and lost earning sum of \$50,000.00."

A bench trial began on February 7, 2017. Kim claimed that he invested over \$400,000 into an acupuncture business with Hyun, Hyun embezzled nearly \$250,000 for his own benefit, and Hyun later sold the business to a third party without compensating Kim for his interest in the business.

Several witnesses testified for appellants. Both appellants and respondent testified as well.¹ The court found for respondent on all causes of action. With respect to the breach of written contract cause of action, the court held that appellants "failed to produce any competent or admissible writing evidencing any contract, identifying parties to the contract, identifying the terms of the cont[ract], and or setting forth the rights and obligations of the parties to the contract." Appellants timely appealed.

¹ The reporter's transcript is not included in the record on appeal.

DISCUSSION

Appellants contend that they submitted a copy of the written contract into evidence at trial. However, the record on appeal does not contain the trial exhibits. Without these exhibits, appellants have not met their burden of showing that the trial court erred in finding there was no written contract. “It is the duty of an appellant to provide an adequate record to the court establishing error. Failure to provide an adequate record on an issue requires that the issue be resolved against appellant. [Citation.]” (*Barak v. The Quisenberry Law Firm* (2006) 135 Cal.App.4th 654, 660.)

Even the purported contract that appellants have submitted to this court with their opening brief—and that they claim was submitted into evidence at trial—is insufficient to support this cause of action. The original document is in Korean; an English translation is attached. The English translation does not indicate whether the document was signed by either party, and the only party named in the contract is “Dr. Kim.” The document also does not refer to the name of the business the parties purportedly operated together, and does not set forth the alleged investments appellants made in that business. The terms of the agreement are entirely uncertain. (See *Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 811.)

On these grounds, we affirm.

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DISPOSITION

The judgment is affirmed.

RUBIN, ACTING P. J.

WE CONCUR:

GRIMES, J.

DUNNING, J.*

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