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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION SEVEN

In re Marriage of MIRI and NATAN AVRAHAM.	B234607 (Los Angeles County Super. Ct. No. SD027039)
MIRI AVRAHAM, Respondent, v. NATAN AVRAHAM, Appellant.	

APPEAL of a judgment of the Superior Court of Los Angeles County. David J. Cowan, Temporary Judge. (Pursuant to Cal. Const., art. VI, § 21.) Affirmed.

Law Office of John A. Tkach and John A. Tkach, for Appellant.

Law Offices of Tobie B. Waxman and Tobie B. Waxman, for Respondent.

Natan Avraham appeals from the denial of his motion to set aside the judgment entered after the parties stipulated in open court to the resolution of his family law dissolution action. Finding no basis for relief has been stated, we affirm.

SUMMARY OF FACTS AND PROCEDURAL HISTORY

Miri and Natan Avraham[1] were the parties to a highly contested dissolution proceeding. On August 17, 2010, after participating in settlement proceedings, the parties, each represented by counsel,[2] placed the terms of the settlement on the record in open court. The court inquired of each party to confirm that he and she both understood and agreed to be bound to the stated terms and settlement. The trial court found a binding agreement pursuant to Code of Civil Procedure section 664.6,[3] and ordered Miri's counsel to prepare a judgment consistent with the terms of the agreement placed on the record.

Contested hearings followed with respect to actions the parties were taking in contemplation of the final judgment, all culminating in a hearing on October 5, 2010. Natan, through counsel, had filed his written objections to the proposed judgment prior to the hearing. After hearing argument on the one remaining objection which the parties did not resolve in a conference that preceded the hearing, the court entered the judgment. On April 4, 2011, Natan moved to set aside portions of the judgment under section 473, subdivision (b) and Family Code section 2122, subdivision (e); he subsequently entered a written stipulation to amend certain portions of the judgment. After a hearing the court denied the motion to set aside. This timely appeal followed.

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[1] Because the parties share a last name, we shall refer to them by their first names for clarity, and not out of disrespect.

[2] Although Natan asserts he was not represented by counsel on this date, the record is to the contrary.

[3] All further statutory citations, unless otherwise noted, are to the Code of Civil Procedure.

DISCUSSION

We begin by noting that Natan argues on appeal that a number of sections of the judgment contained provisions that were not part of the oral agreement on the record. Of the 17 different provisions he cites, he raised only six in his written objections prior to the entry of judgment by the trial court. What he nowhere acknowledges, however, is that the parties resolved all but one of the issues raised in the written objections by agreement; only one was left for resolution by the court, and we will address that provision.

With respect to the motion to set aside, an additional nine provisions were raised. Those will be discussed separately.

STANDARD OF REVIEW

In hearing a section 664.6 motion, the trial court may receive evidence, resolve issues, and determine what the parties had previously agreed to in the disposition placed on the record before it. (*Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 810 (*Weddington Productions*).) We will affirm such factual determinations if they are supported by substantial evidence. (*Id*. at p. 815; *Critzer v. Enos* (2010) 187 Cal.App.4th 1242, 1253 (*Critzer*); *Fiore v. Alvord* (1985) 182 Cal.App.3d 561, 565.) We will resolve any evidentiary conflicts, drawing all necessary inferences, to support the trial court's findings and order enforcing an agreement. (*Osumi v. Sutton* (2007) 151 Cal.App.4th 1355, 1360.)

Objections to the Judgment

Section 664.6 is a summary procedure; it permits enforcement of a settlement agreement by the entry of judgment. A settlement is enforceable under section 664.6 only if the parties agreed to all material settlement terms. (*Elyaoudayan v. Hoffman* (2003) 104 Cal.App.4th 1421, 1430–1432 (*Elyaoudayan*); *Weddington Productions, supra,* 60 Cal.App.4th at pp. 811-813.) The court ruling on the motion may consider the parties' declarations and other evidence in deciding what terms the parties agreed to, and the court's factual findings in this regard are reviewed under the substantial evidence

standard. (*In re Marriage of Assemi* (1994) 7 Cal.4th 896, 911; *Casa de Valley View Owner's Assn. v. Stevenson* (1985) 167 Cal.App.3d 1182, 1189–1190.) If the court determines that the parties entered into an enforceable settlement, it should grant the motion and enter a formal judgment. (*Corkland v. Boscoe* (1984) 156 Cal.App.3d 989, 995.) The statute expressly provides for the court to "enter judgment pursuant to the terms of the settlement." (Code Civ. Proc., § 664.6; *Hines v. Lukes* (2008) 167 Cal.App.4th 1174, 1182-1183.)

Of the 17 issues Natan raised on appeal, he objected to only six prior to the entry of judgment: 3.1; 6.3; 6.4; 6.4.1; 6.4.2; and 13.1.2. At the hearing on October 5, 2010, the court indicated that, following a conference with counsel, all of those issues but one had been agreed to; counsel did not contradict the court's understanding. Having failed to seek rulings on these grounds, and indeed, having stipulated to the judgment as to those grounds, Natan has waived any right to appeal. (See, e.g., *Critzer*, *supra*, 187 Cal.App.4th at pp. 1261-1262.) A party may not expressly agree to an action in the trial court, and then attack it on appeal. (*Nevada County Office of Education v. Riles* (1983) 149 Cal.App.3d 767, 779.)

As to the only remaining issue, paragraph 13.1.2, the waiver of *Watts*[4] credits, Natan's counsel presented argument. The court, indicating that the settlement expressly covered issues that would have implicated *Watts* credits, overruled the objection.

Natan has not demonstrated that the ruling was not supported by substantial evidence. *Watts* credits concern reimbursement for the use of community assets after the date of separation, here related to Miri's use of the family residence. The parties were explicit, however, as to a number of financial issues post-separation, and agreed to detailed provisions concerning the division of expenses for themselves and the children, without reserving any right for Natan to seek additional credits. Indeed, the court was careful, when the oral agreement was placed on the record in August 2010, to ask the parties, through counsel, whether any issues remained. The parties identified only

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[4] *In re Marriage of Watts* (1985) 171 Cal.App.3d 366 (*Watts*).

spousal support, custody, visitation and child support issues, and placed on the record the agreement with respect to those issues. Neither Natan nor his counsel mentioned, nor sought to reserve, the *Watts* issue.

On appeal, Natan argues that the waiver of *Watts* credits was a term that had not been agreed to, but fails to discuss in any manner the court's reasoning or explain why its conclusion that it had been an implicit part of the agreement was not supported by substantial evidence. This is insufficient to satisfy his burden on appeal.

Merely stating a ruling was in error is insufficient to present an issue for review. "This is no legal analysis at all. It is simply a conclusion, unsupported by any explanation" of asserted error. (*In re S.C.* (2006) 138 Cal.App.4th 396, 410.) "Mere suggestions of error without supporting argument or authority other than general abstract principles do not properly present grounds for appellate review." (*Department of Alcoholic Beverage Control v. Alcoholic Beverage Control Appeals Bd.* (2002) 100 Cal.App.4th 1066, 1078.)

Motion To Set Aside

Represented by new counsel, Natan filed a post-judgment motion to set aside on April 4, 2011. On appeal, he challenges the ruling as to nine provisions on which he sought relief in the trial court under section 473, subdivision (b) (mistake, inadvertence, surprise or excusable neglect) and Family Code section 2122, subdivision (e) (mistake). He seeks relief grounded in those statutory provisions in this court on a different basis, however, arguing not mistake, but instead that the court imposed material terms to which the parties had not agreed, in violation of section 664.6. He sets forth no authority that the court improperly denied relief under those statutory provisions; thus even if, contrary

to our earlier discussion, we were to agree that the court improperly denied relief under section 646.6, he has stated no basis for relief.[5]

In the absence of citation to authority, he has provided no basis for this court to reach the issue. "When an issue is unsupported by pertinent or cognizable legal argument it may be deemed abandoned and discussion by the reviewing court is unnecessary. [Citations.]" (*Landry v. Berryessa Union School Dist.* (1995) 39 Cal.App.4th 691, 699-700.) "[P]arties are required to include argument and citation to authority in their briefs, and the absence of these necessary elements allows this court to treat appellant's . . . issue as waived." (*Interinsurance Exchange v. Collins* (1994) 30 Cal.App.4th 1445, 1448.)

We note the finding of the trial court that Natan seemed dissatisfied with the agreement, and that his objections appeared to reflect an intent to renegotiate the terms. This is not the first time such an issue has been raised; in *Elyaoudayan, supra,* 104 Cal.App.4th 1421, at page 1431, the court made clear that such objections were not valid: "Having orally agreed to settlement terms before the court, parties may not escape their obligations by refusing to sign a written agreement that conforms to the oral terms. The oral settlement, like any agreement, 'imposes upon each party a duty of good faith and fair dealing in its performance and its enforcement.' [Citations]."

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[5] In fact, he cites authority that demonstrates the contrary. *In re Marriage of Rosevear* (1998) 65 Cal.App.4th 673, 684-685, clearly states that relief under Family Code section 2122 must be based on the grounds enumerated in the statute.

DISPOSITION

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

ZELON, J.

We concur:

PERLUSS, P. J.

JACKSON, J.