Filed 10/18/18 Marriage of Salazar CA2/5

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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FIVE

In re Marriage of TERI SYFAN-SALAZAR and MARTIN RICHARD SALAZAR.	B284722 (Los Angeles County Super. Ct. No. VD066526)
TERI SYFAN-SALAZAR, Appellant, v. MARTIN RICHARD SALAZAR, Respondent.	

APPEAL from an order of the Superior Court of Los Angeles County, Daniel P. Ramirez, Judge. Affirmed.

Teri Syfan-Salazar, in pro. per., for Appellant.

Martin Richard Salazar, in pro. per., for Respondent.

In May 2013, the family court ordered Martin Richard Salazar (Martin) to pay spousal support to Teri Syfan-Salazar (Teri). In July 2017, the parties stipulated to an order providing, among other things, for a buyout and termination of spousal support. We consider whether Teri has affirmatively demonstrated her consent to the July 2017 stipulation was obtained by coercion.

I. BACKGROUND

Teri and Martin were married for more than 14 years. Teri filed for divorce in 2008, citing irreconcilable differences. Teri's original attorney was disbarred, and the court granted an ex parte application to continue the trial and reopen discovery soon after she retained new counsel in 2012. Discovery regarding Martin's finances—complicated by his interest in a family trust that owned the transmission shop where he worked—was contentious.

As reflected in a May 2013 minute order, the family court determined Martin must pay Teri $1,230 in monthly spousal support. Several years later, Martin filed a request to modify spousal support and Teri filed a request for an order of contempt.[1] Both requests were resolved by a stipulation and order in July 2017, which provides as follows: "The parties agree that this agreement resolves all issues regarding [Martin's] request to modify spousal support filed on June 6, 2016 [and Teri's] RFO of contempt filed on July 25, 2016. Further, the parties shall

[1] Neither document is included in the clerk's transcript.

modify the terms of the judgment filed on 10/11/2013 regarding spousal support due to [Teri]."[2]

In a section labeled "other orders," the stipulation further stated: "[Teri] and [Martin] are fully informed of their rights concerning spousal support and arrears [and] termination of spousal support, this order is agreed to without coercion or duress [and] is voluntary. Each party is represented by counsel [and] the parties have had the opportunity to discuss the terms of this agreement with counsel and are satisfied with this agreement. Each party understands the terms and shall abide by them. [Initials.] As for spousal support arrears and future spousal support[, Martin] shall pay-buyout [Teri] in the amount of $31,900, payable in [a $]5,000 installment due by July 14, 2017. The remaining balance of $26,900 shall be paid by September 18, 2017. Thereafter, spousal support obligation to either party shall terminate forever. The court will not retain jurisdiction to award spousal support to either party. [¶] This buyout amount includes all arrears due and any future spousal support. [¶] If [Martin] fails to pay any amount herein timely, then a liquidated damage clause shall apply whereby [Martin] pays [Teri] $50.00 a day continuing until paid in full. [¶] . . . [¶] If amounts are not paid timely and in full based on the terms her[e]in then parties agree to a stipulated judgement for the outstanding balance to issue immediately forthwith . . . ."[3]

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[2] This judgment is not included in the clerk's transcript.

[3] The family court's minute order similarly reflects that "[t]he Parties have entered into the following stipulation with full knowledge and understanding of the contents contained therein."

II. DISCUSSION

The bulk of Teri's briefing purports to challenge the spousal support award made in 2013; she believes the family court did not properly consider all of the statutory factors (Fam. Code, § 4320) on which a support award must be based. No appeal currently lies regarding the 2013 support order, however, as the time to challenge that award has long since expired. (Code Civ. Proc., § 906; Cal. Rules of Court, rule 8.104; see also *In re Marriage of Eben-King & King* (2000) 80 Cal.App.4th 92, 116.) Thus, at best, Teri's briefs can be read to argue the July 2017 order should be reversed because she was "coerced into signing papers that [her] attorney did not fully explain to [her]." As we shall briefly explain, Teri does not identify any evidence she was coerced or failed to comprehend the stipulation and order, and as it is her burden to affirmatively demonstrate error, the argument fails.

We asked the parties to brief the issue of whether Teri's failure to provide a reporter's transcript or suitable substitute of the relevant hearings warrants affirmance based on the inadequacy of the record.[4] In her reply brief, Teri suggests "the 663 pages of the Record on Appeal . . . should be acceptable as an 'adequate statement of the evidence.'"

It is an appellant's burden to affirmatively demonstrate error through an adequate record. (*Ballard v. Uribe* (1986) 41 Cal.3d 564, 574; *Denham v. Superior Court* (1970) 2 Cal.3d 557,

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[4] Martin attached a reporter's transcript as an exhibit to his response brief. This document is not a part of the record, nor is it a regulation or rule that is not readily accessible. Accordingly, we do not consider it. (Cal. Rules of Court, rule 8.204(d).)

564 (*Denham*).) We presume the family court's order is correct, and "'[a]ll intendments and presumptions are indulged to support it on matters as to which the record is silent . . . .'" (*Denham*, *supra*, at p. 564.)

Teri does not identify anything in the clerk's transcript suggesting her agreement to the stipulation and order was anything other than knowing, intelligent, and voluntary. To the contrary, the order itself states the parties' agreement was "voluntary" and made "without coercion or duress"; the parties "underst[ood] the terms"; and "each party [was] represented by counsel [and] . . . had the opportunity to discuss the terms . . . with counsel . . . ." It states that, following Martin's payment of $31,900, the "spousal support obligation to either party shall terminate forever." With no reporter's transcript or other record indicating coercion or a lack of understanding, there is no basis for us to reverse the stipulation and order. (See *In re Marriage of Rosevear* (1998) 65 Cal.App.4th 673, 685-686 ["If [appellant] had truly felt coerced or pressured to agree at the time of the settlement conference, surely some indication would appear in the reporter's transcript"].)

Teri's briefs might also be read to suggest the family court was required to consider the Family Code 4320 factors in July 2017 when it issued its order pursuant to the parties' stipulation. Insofar as the suggestion is made, it is wrong. The court was not required to second-guess the parties' stipulation in this manner. (See, e.g., Code Civ. Proc., § 664.6 ["If parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement"].)

DISPOSITION

The family court's order is affirmed. Martin shall recover his costs on appeal.

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BAKER, Acting P. J.

We concur:

MOOR, J.

JASKOL, J.*

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