

Filed 1/4/18 Marriage of Kabbe CA2/1

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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION ONE

In re the Marriage of ROSE  
and FRIEDRICH K. KABBE.

B263354

(Los Angeles County  
Super. Ct. No. D014001)

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ROSE KABBE,

Appellant,

v.

FRIEDRICH K. KABBE,

Respondent.

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APPEAL from an order of the Superior Court of  
Los Angeles County. Carl H. Moor, Judge. Affirmed.

Rose Kabbe, in pro. per., for Appellant.

Friedrich K. Kabbe, in pro. per., for Respondent.

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Appellant Rose Kabbe (Appellant) appeals the trial court's order denying her request to renew the interlocutory judgment of dissolution of marriage (Judgment), which was filed in 1984 and previously renewed in both 1994 and 2004. The trial court declined to renew the Judgment in the absence of any evidence documenting the current amount Appellant claimed her ex-husband, respondent Friedrich Karl Kabbe (Respondent), owed her under the Judgment. Although at the February 2015 hearing on the matter, Appellant provided the trial court with a November 2005 "abstract of support judgment" indicating Respondent owed Appellant \$17,000, that figure was over nine years old, and, in any event, admittedly was not filed with the court. As discussed below, we conclude the trial court properly denied Appellant's request for renewal and, therefore, affirm.

### **BACKGROUND**

Appellant and Respondent married in September 1967. Almost 17 years later, on July 23, 1984, the trial court filed the Judgment, which included, among other things, a division of community property and an award of spousal support. On Appellant's requests, the Judgment was renewed in both May 1994 and May 2004.

More recently, in February 2014, Appellant filed a third request to renew the Judgment. In support of her request, Appellant stated: "On May 10, 2004, the Judgment was extended to 10 years. [¶] Motion to Renew the Judgment was granted pursuant to California Code of Civil Procedure, section 683.110 to grant an application to Renew the Judgment. The Motion was filed on the grounds prior to 10 years, and 10 years had elapsed since the entry of the Interim Judgment. The Judgment [sic] was extended pursuant to C.C.P. [§] 683.110, as well as under C.C.P.

[§] 168.130.” Appellant also filed a supporting declaration, points and authorities, and an income and expense declaration.<sup>1</sup>

Initially, on April 30, 2014, the trial court placed Appellant’s request for renewal off calendar because the court found Appellant had not served Respondent. Eventually, and apparently after much effort, Appellant both served Respondent (who lives in Texas) with her request to renew and refiled the request with the court on December 30, 2014. In addition to renewal of the Judgment, Appellant also sought \$800 in costs. In support of her requests, Appellant filed a declaration and points and authorities.<sup>2</sup> On February 17, 2015, Respondent filed a response to Appellant’s motion to renew, stating he did not consent to Appellant’s requested relief.

On February 18, 2015, the trial court held a hearing on Appellant’s request for renewal. Although Appellant appeared for the hearing, Respondent did not. At the hearing, the trial court found service on Respondent was proper. The court also explained that Appellant was not required to renew the

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<sup>1</sup> These three documents were not included in either the clerk’s transcript or supplemental clerk’s transcript on appeal. Appellant submitted these documents (and others, some of which are mentioned below) with a motion to augment the record on appeal, which was lodged with the court one week before oral argument. From the bench at oral argument, we ordered the motion to augment the record filed and then granted the motion in part. We augmented the record with the documents attached to Appellant’s motion with the exception of the last three pages of those documents.

<sup>2</sup> The declaration and points and authorities were included with Appellant’s motion to augment the record mentioned in footnote 1.

Judgment because it was a family law order and, therefore, was exempt from civil judgment renewal requirements. Finally, the court denied Appellant's renewal request because she had not provided all statutorily required information for renewal of a judgment. Specifically, although at the hearing Appellant handed the court a 2005 "abstract of support judgment" listing a \$17,000 figure, the court noted Appellant had failed to provide any current, updated information "as to what outstanding money amounts are owing" and on which the court could rely to renew the Judgment. Accordingly, the trial court denied Appellant's request for renewal.

Appellant filed her notice of appeal on April 2, 2015.

### **DISCUSSION**

In their briefs on appeal, the parties discuss and argue a number of issues, both factual and legal. It is important to remember, however, only one issue is before this court: whether the trial court correctly denied Appellant's request to renew the Judgment. As discussed below, we conclude the trial court did not err in denying Appellant's request. Accordingly, we affirm.

As an initial matter, we reiterate what the trial court explained at the hearing below: For purposes of enforcement, it is not necessary to renew a family law judgment such as the one at issue here. The Family Code explicitly excludes such judgments from the civil judgment renewal requirements. Section 291 of the Family Code provides: "A money judgment or judgment for possession or sale of property that is made or entered under [the Family Code], including a judgment for child, family, or spousal support, is enforceable until paid in full or otherwise satisfied. [¶] . . . A judgment described in this section is exempt from any requirement that a judgment be renewed.

Failure to renew a judgment described in this section has no effect on the enforceability of the judgment.” (Fam. Code, § 291, subds. (a) & (b); see Fam. Code, § 4502; Code Civ. Proc., § 683.310.)

Nonetheless, despite the fact that renewal of the Judgment is not necessary for its enforcement, Appellant could seek renewal of the Judgment if she so wished. (Fam. Code, § 291, subd. (c).) Of course, having decided to seek renewal, Appellant was obligated to comply with the statutory requirements for renewal of a judgment. Code of Civil Procedure section 683.140 requires an application for renewal to include, among other things, “the information necessary to compute the amount of the judgment as renewed.” (Code Civ. Proc., § 683.140, subd. (d).) And section 683.150 of the same code requires a renewal application to include, among other things, the amount of the judgment as renewed under the previous renewal, the past due payments that became due after the previous renewal, and any costs added or interest accrued since the last renewal. (*Id.*, § 683.150, subd. (e).) “Whether statutory criteria have been met on undisputed facts is a question of law” that we review de novo. (*Dagher v. Ford Motor Co.* (2015) 238 Cal.App.4th 905, 916.)

Appellant admitted she did not comply with these statutory requirements. When the trial court explained to Appellant that, in order to renew the Judgment, she was required to specify what amounts Respondent had not paid under the Judgment, including interest owed, Appellant responded, “I didn’t file it with this.” In the conclusion to her opening brief and in her reply brief on appeal, Appellant appears to address “updated information” and provides a single dollar amount of \$17,000 without explaining what that amount is or how it was calculated. At oral

argument, Appellant clarified the \$17,000 figure came from the 2005 “abstract of support judgment” that the trial court referenced at the February 2015 hearing and which was never filed with the court below.<sup>3</sup> Appellant also attaches (among other documents) three pages of forms to her opening brief that appear to be an attempt to satisfy renewal requirements. However, the forms are incomplete and bear no indication of having been filed or lodged with the trial court. Indeed, one is dated October 30, 2015, which was months after both the trial court heard this matter and issued its decision and Appellant filed her appeal. Because Appellant admittedly did not satisfy the statutory requirements for renewal, the trial court properly denied her request.

Appellant’s remaining arguments are immaterial here. Although Appellant discusses at length in her briefs how she served Respondent with the documents in this case, the trial court found Appellant had served Respondent properly. The court stated, “I’m not finding a problem with service.” Thus, the trial court’s decision is not based on any defect in service. In addition, for purposes of determining whether Appellant complied with the statutory requirements for renewal of the Judgment, it is irrelevant whether Respondent (1) lied about his income in the 1980’s, (2) failed to comply with life insurance policies listed in the Judgment, (3) appeared at the hearing below, (4) responded to Appellant’s request to renew, or (5) paid for the record on appeal. Finally, Appellant appears to argue the trial court was both biased against her and acted inappropriately

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<sup>3</sup> Although the 2005 “abstract of support judgment” is not in the record on appeal, Appellant attached a copy of that document to her opening brief on appeal.

in not prohibiting a “flashing picture” at the February 2015 hearing. Because Appellant neither made these arguments below nor supported them here with cognizable legal argument, we deem them waived. (*JRS Products, Inc. v. Matsushita Electric Corp. of America* (2004) 115 Cal.App.4th 168, 178; *Cahill v. San Diego Gas & Electric Co.* (2011) 194 Cal.App.4th 939, 956.)

Although we affirm the trial court’s order, we note our decision is without prejudice. In other words, if Appellant can collect and present all the required documentation, our decision today does not preclude her from filing another motion to renew the Judgment with all the necessary and current evidence to support such a motion. In addition, as previously explained, Appellant does not need to renew the Judgment in order to enforce the Judgment. To the extent Appellant seeks to *enforce* the Judgment (i.e., get what she is owed under the Judgment, if anything), that is a different and separate procedure from the *renewal* procedure. Similarly if, as it appears possible based on a colloquy at oral argument, Appellant seeks to establish the amount of arrears Respondent owes on the Judgment, that too follows a separate procedure from renewal. In other words, if Appellant wants to determine how much money Respondent has failed to pay to her on the Judgment and what interest has accrued on the allegedly missed payments, she would follow different steps than those required for renewal of a judgment.<sup>4</sup>

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<sup>4</sup> Recognizing both parties are in *propria persona*, a family law facilitator may be helpful in identifying available options. Family law facilitators offices are located in various courthouses throughout Los Angeles County.

**DISPOSITION**

The order is affirmed. The parties are to bear their own costs on appeal.

NOT TO BE PUBLISHED.

LUI, J.

We concur:

CHANEY, Acting P. J.

JOHNSON, J.