Filed 1/23/26 Marriage of Gomez CA1/2

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION TWO

In re the Marriage of ELIZABETH GOMEZ and CHARLIE GOMEZ.	
ELIZABETH GOMEZ, Appellant, v. CHARLIE GOMEZ, Respondent.	A170883 (Solano County Super. Ct. No. FFL134177)

MEMORANDUM OPINION

Elizabeth Gomez, who is self-represented, appeals from an order entered on June 13, 2024, in this marital dissolution action disposing of two marital properties. No respondent's brief has been filed by Charlie Gomez, her former husband.[1]

The six-page order reflects that Elizabeth filed for divorce in 2014; Charlie's default was subsequently entered. A status-only judgment terminating the marriage was entered in April 2015. Later, in 2017, they

[1] We refer to the parties hereafter by their first names not out of disrespect but solely to distinguish them because they share the same last name.

concurrently executed quitclaim deeds for two properties they had owned together during the marriage: Elizabeth quitclaimed to Charlie her interest in their primary residence (referred to as the Quietwood property) and Charlie quitclaimed to her his interest in a rental property they jointly owned (referred to as the Southwood property). About six years later, Elizabeth sought to set aside the quitclaim deed she executed for the Quietwood property on the ground of duress and unfair advantage (relying on allegations of domestic violence). The order appealed from denies her request, confirms the Quietwood residence as Charlie's sole and separate property, orders him to pay her a $20,000 equalizing payment, and confirms the Southwood rental property as her sole and separate property.

Elizabeth asserts the court's "[f]undamental" error was to allow Charlie to participate in and testify at the hearing on her motion to set aside the quitclaim deed(s), despite the fact that his default had been entered.[2] (See, e.g., *Siry Investment, L.P. v. Farkhondehpour* (2022) 13 Cal.5th 333, 343 (*Siry Investment*) [recognizing general rule that "a party who is in default is barred from further participation in the proceedings"].) But assuming without deciding Charlie had no right to participate, Elizabeth has failed to demonstrate a basis to reverse the court's order.

In the first place, she has not demonstrated that she objected to Charlie's participation at the hearing (nor even to the admission of his testimony or evidence). The reporter's transcript of the hearing reflects no objections by her, and she points to no other place in the record where she

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[2] She asserts that in her request for order (filed on August 30, 2023) she sought to set aside not only the Quietwood property quitclaim deed but also the Southwood property quitclaim deed. The record does not support her assertion.

raised this issue. A party cannot challenge a ruling to which they raised no objection. " 'Otherwise, opposing parties and trial courts would be deprived of opportunities to correct alleged errors, and parties and appellate courts would be required to deplete costly resources "to address purported errors which could have been rectified in the trial court had an objection been made." ' " (*Dietz v. Meisenheimer & Herron* (2009) 177 Cal.App.4th 771, 800.) Without any record before us showing that Elizabeth objected to the court proceeding in the manner that it did, we deem this issue forfeited.

A further difficulty is that based upon the limited record before us, it is also apparent that Elizabeth invited any such error. She filed her request for an order asking the court to set aside the quitclaim deed to the Quietwood property on August 30, 2023, many years after Charlie's default had been entered (on March 24, 2015). Despite the fact that he was by then still in default, she asked the court to set aside the deed on the ground of undue influence "unless" Charlie rebutted that presumption with proof that the transaction was not the product of undue influence. Her papers concluded: "petitioner requests that the Court set-aside the interspousal quitclaim deed in the event that Charlie Gomez cannot meet [his] burden of proving" that she had freely and voluntarily entered into the transaction with full knowledge of all relevant facts. She did not say in her papers that Charlie was barred from addressing this issue but, on the contrary, essentially told the court that he should. A party whose conduct invites or induces the commission of an error by the trial court cannot urge the error as a ground for reversal on appeal (*Transport Ins. Co. v. TIG Ins. Co.* (2012) 202 Cal.App.4th 984, 1000), and that principle applies here.

Yet a third (and final) difficulty is that Elizabeth has not demonstrated that she was prejudiced by any such error. Indeed, she does not address the

subject of prejudice. Ordinarily we will not reverse a judgment due to trial court error unless the appellant shows that they suffered prejudice (see generally Cal. Const., art. VI, § 13; see also Evid. Code, §§ 353, 354; Code Civ. Proc., § 475; see also *F.P. v. Monier* (2017) 3 Cal.5th 1099, 1107-1108), and Elizabeth cites no authority suggesting that an error of this sort is reversible per se, without such a showing. Further, an appellant must establish prejudice by supplying the reviewing court with a cogent argument supported by citation to the record and legal analysis. (See *Audish v. Macias* (2024) 102 Cal.App.5th 740, 751; *Champir, LLC v. Fairbanks Ranch Assn.* (2021) 66 Cal.App.5th 583, 597.) Elizabeth has not done so.

In addition to the absence of an affirmative showing of prejudice, the record affirmatively reflects that any error was harmless. Even when one spouse is in default, as in this case, the other spouse still has the burden of producing evidence to support their claims and requested distribution of marital property. (*Bijan Boutiques, LLC v. Isong* (2024) 104 Cal.App.5th 132, 143; Fam. Code, § 2336, subd. (a); see also *Siry Investment*, *supra*, 13 Cal.5th at p. 343.) Yet here, the trial court concluded, "[t]here is no evidence that Husband placed Wife in economic distress or otherwise took unfair advantage of her" in connection with the Quietwood property and, furthermore, that she "provided no nexus" between any domestic violence between the parties and her execution of the quitclaim deed. That is tantamount to a ruling that she did not meet her burden of producing evidence to support her claims. Thus, the record strongly suggests that the court would not have set aside the quitclaim deed(s) even if Charlie had not been allowed to participate in the hearing.

Any other claims of error Elizabeth attempts to assert are forfeited because they are presented in her brief only in a conclusory, undeveloped way

without a proper argument heading and without any legal argument or supporting legal authority. (See *United Grand Corp. v. Malibu Hillbillies, LLC* (2019) 36 Cal.App.5th 142, 153.)

DISPOSITION

The order is affirmed. The parties shall bear their respective costs.

STEWART, P. J.

We concur.

RICHMAN, J.

DESAUTELS, J.

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