

No. _____

In The
Supreme Court of the United States

In Re MARRIAGE OF RYAL W. RICHARDS AND ALICIA MARIE
RICHARDS

ALICIA MARIE RICHARDS

Petitioner,

v.

RYAL W. RICHARDS,

Respondent.

APPENDIX IN SUPPORT OF PETITION
FOR WRIT OF CERTIORARI
VOL. I

Respectfully submitted 12/14/20



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APPENDIX A

Opinion issued May 8, 2020

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Fourth District Court of Appeal-Div.3 (Opinion issued May 18, 2020)
601 W. Santa Ana Blvd., Santa Ana, CA 92701 tel. 714-571-2600
Written by the Honorable Justice Kathleen E O'Leary Affirmed in Full

APPENDIX A

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

California Rules of Court, rule 8.1116(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1116(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1116.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
FOURTH APPELLATE DISTRICT
DIVISION THREE

In re Marriage of ALICIA MARIE and
RYAL W. RICHARDS.

ALICIA MARIE RICHARDS,

Appellant,

v.

RYAL W. RICHARDS,

Respondent.

G056921 consol. w/G057041

(Super. Ct. No. 15D009634)

OPINION

Appeal from postjudgment orders of the Superior Court of Orange County,
Andre De La Cruz, Judge. Affirmed.

Alicia Marie Richards, in pro. per., for Appellant.

Law Offices of Kevin E. Robinson and Kevin E. Robinson for Respondent.

We consolidated the third and fourth appeals arising out of the marital dissolution action between Alicia Marie Richards (Wife) and Ryal W. Richards (Husband) and Wife's efforts to stop the sale of the family's residence (the Property) and consider both in this opinion. In Wife's first appeal (*In re Marriage of Richards* (Jan. 9, 2020, G055927) [nonpub. opn.] (*Richards I*)), we rejected her assertion the court erred by refusing to set aside a stipulated judgment. The second appeal concerned two postjudgment orders dated June 15, and July 10, 2018. (*In re Marriage of Richards* (Jan. 9, 2020, G056626) [nonpub. opn.] (*Richards II*)). We affirmed the court's June 15, 2018, order fixing a \$225,000 undertaking, relating to its earlier ruling to stay enforcement of the judgment on the condition Wife pay a bond/undertaking. (*Ibid.*) We reversed the July 10, 2018, order imposing sanctions against Wife with respect to anticipated misconduct in future hearings. (*Ibid.*) Here, Wife challenges two more postjudgment orders dated October 9 (G056921) and November 9, 2018 (G057041). The October order relates to the trial court's decision to enforce the judgment, forcing Wife to sign a listing agreement with a real estate agent to sell the Property. The second challenge relates to several rulings made in November in response to Wife's refusal to sign the listing agreement, including the court's decision to impose sanctions against her. Wife's arguments on appeal lack merit, and we affirm the two orders.

DISCUSSION

We incorporate the underlying facts and procedural history discussed in greater detail in *Richards I* and *Richards II*. Because this appeal concerns two distinct postjudgment orders, we will summarize the facts relevant to each order within our analysis of those orders.

I. October 9, 2018, Order

A. Underlying Facts & Procedural History

On May 25, 2018, the trial court granted Wife's motion to stay enforcement of the judgment pending the appeal in *Richards I* on the condition she post an

undertaking. (Code Civ. Proc., § 917.4.)¹ The court scheduled another hearing to decide the amount of the undertaking, and on June 15, 2018, fixed it at \$225,000. This ruling was recently affirmed in *Richards II*.

While Wife's appeal of the judgment was pending, Wife did not post an undertaking/bond. Husband asked the trial court to enforce the judgment by ordering Wife to sign a listing agreement with real estate agent Scott Singer, or have the court clerk execute the necessary sale documents. The motion was supported by declarations signed by Husband, his attorney, Kevin E. Robinson, and Singer. Husband declared the dissolution judgment provided for an immediate sale of the Property if Wife was unable to purchase Husband's share before a specified deadline. He noted Wife was unable to buy out his share and then she refused to sign the listing agreement. Husband complained that Wife and her brother (Greg Remsen) had been living in the house without paying its fair rental value.

Robinson's declaration set forth the procedural history of the case. He stated that on June 15, 2018, the court gave Wife 30 days to post a \$225,000 undertaking/bond to stay enforcement of the judgment during the appeal. He noted Wife did not file an undertaking or bond within the 30 days.

Singer declared he was a licensed real estate agent and the listing price of the Property was \$1,499,000. He understood the property appraised in 2016 for \$1,250,000, and he included in the listing agreement a price reduction if the Property did not sell after 30 days. Singer confirmed he sent Wife a copy of the listing agreement, but she refused to sign it.

Wife filed a response to Husband's motion seeking to enforce the judgment and requested sanctions. She asserted the trial court lacked jurisdiction to consider the motion due to a section 917.4 stay. She also filed objections to the declarations.

¹

All further statutory references are to the Code of Civil Procedure.

Husband and Robinson filed declarations replying to Wife's allegations. Wife filed objections to these declarations and Husband's income and expense declaration.

The trial court ordered Wife to sign the listing agreement and cooperate with the Property sale. The court admonished Wife that if she failed to comply with the court's order, it would sanction her. The court denied Wife's request for a statement of decision. Wife filed an appeal from this order.

B. Analysis

We begin by noting that in this opinion we will neither repeat the contentions nor our analysis of issues resolved in our prior *Richards I* and *Richards II* opinions. As mentioned above, we affirmed the court's order refusing to set aside the judgment and its order to stay the judgment on the condition Wife post a \$225,000 undertaking. To the extent Wife attempted to raise arguments related to the issues decided in our prior opinions, those claims are barred by the collateral estoppel doctrine. (See *Murphy v. Murphy* (2008) 164 Cal.App.4th 376, 401-402.)

Wife's first argument concerning the October 2018 order is the trial court "abused its discretion by ordering [her] to sign the [listing agreement] knowing that the sale of the family home was on appeal." She suggests the judgment was *automatically stayed* pending her appeal in *Richards I*. It is unclear why Wife would make this assertion considering the fact that both before the trial court and in her last appeal (*Richards II, supra*, G056626) she *recognized* the judgment would not be automatically stayed and filed a motion to stay the judgment pursuant to section 917.4. She went to extreme lengths to then convince the judge to either vacate or reduce the amount of the undertaking. She filed an appeal when the court refused (*Richards II, supra*, G056626).

As discussed at length in *Richards II*, when a judgment concerns the sale of real property, section 917.4 provides, "The perfecting of an appeal shall not stay enforcement of the judgment . . . unless an undertaking in a sum fixed by the trial court is

given" The statute "requires an undertaking to insure that 'the appellant or the party ordered to sell, convey or deliver possession of such property' will not commit waste."
(*Estate of Murphy* (1971) 16 Cal.App.3d 564, 568, italics omitted.)

Wife ignores section 917.4 in her opening and reply briefs and fails to explain why the trial court erred by *granting her motion* for section 917.4 relief. Her failure to fully brief the issue constitutes forfeiture of it. "It is the responsibility of the appellant . . . to support claims of error with meaningful argument and citation to authority. (Cal. Rules of Court, rule 8.204(a)(1)(B); *Badie v. Bank of America* (1998) 67 Cal.App.4th 779, 784-785 (*Badie*).) When legal argument with citation to authority is not furnished on a particular point, we may treat the point as forfeited and pass it without consideration. [Citation.]" (*Allen v. City of Sacramento* (2015) 234 Cal.App.4th 41, 52 (*Allen*)).

Wife's second argument is the trial court erred by forcing her to sign a listing agreement containing language not part of the original judgment. Specifically, she disagrees with "a clause that the price of the family home be reduced by \$100,000[] a month until sold[.]" However, her argument fails to contain any legal discussion regarding a court's authority to enforce a judgment. Moreover, in suggesting the terms of the listing agreement cannot be reconciled with the judgment, Wife does not discuss the terms of the judgment. Instead, she poses the following tangential question: "[H]ow could the [court] order the family home price reduced by \$100,000 a month until sold which is a direct conflict with [section] 2120 that sets forth the legislative policy of ensuring the [equal] division of community property . . . and in spite of [her] offer of 'proof' Husband is liable for committing torts.

Wife fails to appreciate she appealed from an order enforcing the dissolution judgment, which expressly directed her to execute documents permitting sale of the Property. She executed a marital settlement agreement that *was merged* into the judgment of dissolution, "whereupon it ceases to have any independent legal

significance; the parties' rights and obligations are governed by the judgment alone. [Citation.]" (*In re Marriage of Lynn* (2002) 101 Cal.App.4th 120, 130; *In re Marriage of Umphrey* (1990) 218 Cal.App.3d 647, 656-657.)

"California courts have inherent power to enforce their judgments and statutory power to compel obedience to their judgments, orders and process. [Citations.] [¶] If, in the exercise of this jurisdiction, the course of proceeding is not specifically provided for by statute, the court may adopt any suitable process or mode of proceeding that appears most conformable to the Code of Civil Procedure. [Citations.]" (Ahart, Cal. Practice Guide: Enf. J. & Debt (The Rutter Group 2019) ¶ 6:1.) We review such an order for abuse of discretion. (See *Blueberry Properties, LLC v. Chow* (2014) 230 Cal.App.4th 1017, 1020; *Gold v. Gold* (2003) 114 Cal.App.4th 791, 807-808.)

At issue here is the trial court's reasonableness in issuing an enforcement order that Wife sign the listing agreement. We conclude the court had authority to compel obedience because the judgment specifically required Wife's cooperation in selling the Property. The judgment stated, in relevant part, the following: "If the [Property] is not refinanced and the above sums paid by July 7, 2017, the house shall be immediately listed for sale. The parties are ordered to sign the Exclusive Listing Agreement on or before July 8, 2016[,] with one or more of the following real estate agents [¶] . . . [¶] If either party fails to sign the listing agreement, the [c]ourt [c]lerk is ordered to sign said Exclusive Listing Agreement within 24 hours [n]otice. [¶] Both parties are ordered to cooperate with signing all the documents necessary for the sale of the [Property]. [¶] Time is of the essence. There shall be no delay in selling [the Property]." It also expressly provided, "The failure to cooperate in the sale, or violations of this order may result in being required to pay any loss to the community or other party from the violation, and may result in attorney[] fees, monetary sanctions, and/or contempt of court." In addition, the judgment provided the Property's listing price would be

\$1,250,000, but if after 30 days the property had not sold the price would “be reduced to an amount that the parties agree to in writing after consulting the broker.”

In light of the above provisions, the court plainly had good reason to enforce the judgment by compelling Wife to sign the listing agreement and cooperate with the sale of the house. Although the asking price contained in the 2018 listing agreement was higher than the sum provided for in the 2016 judgment, this upward modification was in Wife’s favor. Wife does not suggest how she would be prejudiced by receiving more money from her portion of the sale. Likewise, her complaint about the listing agreement’s term reducing the price after 30 days was unfounded. There was an express provision in the judgment calling for a similar reduction. The court’s order permitting use of a listing agreement, which reduced the price over time, does not exceed the bounds of reason, and we find no abuse of discretion.

Wife also complains the confirmed real estate agent, Singer, is friends with Husband, giving him an unfair advantage. She maintains the agent must be neutral. However, the judgment listed Singer as one of three possible agents and it gave Wife 30 days to give Husband her list of potential agents. The judgment provided that if Wife failed to do so (and she did), Husband could select an agent from the judgment’s list. Thus, Husband’s selection of Singer was expressly provided for in the judgment. Moreover, we have no reason to suspect Singer would not adequately and fairly represent the sellers. The listing agreement provided the agent owed “[a] fiduciary duty of utmost care, integrity, honestly and loyalty in dealings with” his clients, who are Husband *and* Wife. In light of the above, we conclude the court did not abuse its discretion in overruling Wife’s objection to Singer.

Wife argues the court should not have ordered her to sign the listing agreement because there was a dispute about whether she would be entitled to more equity from the sale. Although her argument is unclear, it appears she was referring to the damages she expected to recover in her separately filed civil lawsuit against Husband.

Later in the briefing, she asserts the court was required to take judicial notice of the pending civil lawsuit and the court “abused its discretion by failing to consider” she was requesting damages that exceeded Husband’s equity in the Property.

We recall a similar argument was raised in *Richards I*. We rejected Wife’s contention the trial court was required to postpone division of community assets until she completed her tort action. Not only did the assertion lack supporting legal authority, it was based on mere speculation she would prevail. We wrote, “a family law court need not stay the dissolution action and order Husband to continue paying for two residences while Wife’s civil action percolates in a different courtroom.” (*Richards I, supra*, G055927.) Similarly here, Wife’s legal authority does not support her contention the court could not enforce a final judgment simply because she filed another lawsuit raising tort allegations.

We reject Wife’s next assertion that principles of “equity” required the court to grant a stay without a bond requirement. She maintains it was not fair to give Husband the ““windfall”” of his portion of the house sale proceeds when he will *likely not* pay her the damages *she may recover* in the civil action. Speculation about her success simply does not justify keeping the status quo via a stay during her appeal. Moreover, Wife’s argument appears to suggest the court was required to stay the judgment for an unlimited period of time. The first two appeals were completed months ago, and as far as we know, Wife’s civil action has not yet been resolved.

Another variation of Wife’s equity argument was her assertion Husband was “estopped from forcing her to [s]ign” the listing agreement because of his “[u]nclean [h]ands.” The doctrine of unclean hands does not prevent a court from enforcing a final judgment. It is an affirmative defense, which prevents a plaintiff from obtaining equitable remedies in a pending suit. (See *Jay Bharat Developers, Inc. v. Minidis* (2008) 167 Cal.App.4th 437, 446.) Consequently, this argument also lacks merit.

Wife's next contention is the court failed to inform her that it planned to lift the stay. This argument is based on the flawed premise the court ordered a stay. In June 2018, the court denied Wife's motion to waive the bond requirement and gave her a limited time to post the \$225,000 undertaking. The court never stayed enforcement of the judgment because Wife did not timely post the undertaking/bond.

Alternatively, Wife maintains the court abused its discretion by failing to make sure she received a "full and fair [a]nd impartial hearing" on the issue of whether she could afford to post a bond. She explains that at the October 9 hearing, the trial court knew she had not posted an undertaking and "failed to follow procedure[s]" and "consider" if poverty was restricting her access to the courts. Wife does not provide legal authority, and we found none, holding the court has a *sua sponte* duty to conduct an evidentiary hearing to determine the financial status of a party who failed to post a bond while her appeal was pending. Moreover, Wife had an opportunity to litigate her ability to pay the bond at the July 2018 hearing fixing the bond amount. We appreciate Wife was unhappy with the outcome of that hearing, but she is not entitled to re-litigate the same issue at every postjudgment hearing.

II. November 9, 2018, Order

A. Underlying Facts & Procedural History

The day after the court ordered Wife to sign the listing agreement, she filed an ex parte application (1) to stay enforcement of the court's order setting "an excessive bond" and (2) for a section 917.3 stay. (Omit capitalization.) In her briefing, Wife states she offered to sign the listing agreement "against her will" and deposit it with the court if it "grants a stay pursuant to section 917.3" (without the bond requirement). Husband opposed the application. The court denied the ex parte application and scheduled a hearing on the matter for November 9, 2018. The court also issued a minute order scheduling an OSC regarding sanctions against Wife at the November 9 hearing.

Before the November hearing, Wife filed objections to the court's October 9, 2018, minute order and to the court's oral statement of decision ordering her to sign the listing agreement. She filed a 91-page reply brief to support her motion seeking a stay. She objected to Robinson's declaration.

Husband also filed additional points and authorities and declarations. He filed proposed orders for the court clerk to sign the listing agreement and mandating that Wife vacate the Property.

On November 2, Wife filed a declaration opposing Husband's additional briefing and objected to his declaration. She also filed a document titled, "notice of lodging [of] undertaking pursuant to court order of June 15, 2018." (Capitalization omitted.) This document does not contain any evidence Wife obtained a bond or an undertaking. Rather, in the introductory paragraph Wife stated the following: "Due to the Bond Company's notice attached hereto that they cannot issue the bond due to the insufficiency of the [c]ourt's [o]rder and [Wife's] indigency, [Wife] hereby gives notice that she is lodging with the court a fully executed Letter of Undertaking to Provide Guarantee in the Amount of up to \$225,000 to cover any waste pursuant to . . . [s]ection 917.4. The risk is limited to change in the property's value only affecting [Husband's] equity in the family home after the decision on appeal has been rendered." She submitted a notarized letter stating she agreed to provide "a guarantee" pursuant to section 917.4.

Husband's counsel filed his declaration stating the court should determine if Wife is a vexatious litigant because of the numerous documents (approximately 12 in the past three days) she filed before the November 9 hearing. He requested the court impose sanctions that included \$4,200 for attorney fees.

At the hearing, the court noted Wife's multiple filings contained a lot of "cut and paste" and noted the court previously determined Wife was "a borderline vexatious litigant." It denied Wife's request for a statement of decision.

The minute order contained the following rulings: (1) Wife's guarantee letter was "entirely deficient" because she was unemployed with no income; (2) the house must be "sold immediately;" (3) if the house did not sell within 60 days, Wife was to vacate the premises; (4) if Wife refused to vacate, the court ordered Husband to file a writ of possession with the court; (5) the court clerk was authorized to initial and sign all documents needed to "effectuate the sale of the home" because Wife had "proven time and time again that she [was] not going to participate in the sale of the home;" and (6) Wife must pay sanctions in the amount of \$4,200. The court signed Husband's proposed orders giving him "exclusive use, possession[,] and control" of the Property and requiring Wife to "vacate the premises" within 14 days. It signed a separate order that authorized the court clerk to execute documents.

B. Analysis

We reject Wife's contention the court lacked authority to issue an order appointing the court clerk to sign the listing agreement. First, the possibility of using an elisor was expressly provided for in the judgment. Second, courts will typically "appoint[] an elisor to sign documents on behalf of a recalcitrant party in order to effectuate its judgments or orders, where the party refuses to execute such documents. [Citation.] . . . Under section 128, subdivision (a)(4), '[e]very court shall have the power . . . [¶] . . . [¶] [t]o compel obedience to its judgments, orders, and process, and to the orders of a judge out of court, in an action or proceeding pending therein.' This statute has codified the principle of '[t]he inherent power of the trial court to exercise reasonable control over litigation before it, as well as the inherent and equitable power to achieve justice and prevent misuse of processes lawfully issued . . .' [Citation.]" (*Blueberry Properties, LLC v. Chow* (2014) 230 Cal.App.4th 1017, 1020-1021 (*Blueberry Properties.*)

In summary, the trial court was authorized under section 128, subdivision (a)(4), to order Wife to sign the listing agreement, and when she refused, to appoint an

elisor to enforce its judgment. These orders do not exceed the bounds of reason because the court was simply enforcing its valid judgment, which required Wife to cooperate in selling the Property. The court did not abuse its discretion.

Wife next asserts the court failed to rule on her motion to lower the bond and order a stay. The court's ruling denying her motion can reasonably be inferred from its orders pressing forward with enforcement of the judgment. Inherent in the court's order giving Husband exclusive use and possession of the property and forcing Wife to vacate was the court's determination there were no valid grounds to lower the bond and invoke a stay of the judgment.

We also reject Wife's assertion she did not receive adequate notice the court would make judgment enforcement rulings. At the October 9 hearing, the court clearly indicated it intended to execute the judgment's terms, mandating immediate sale of the Property. Husband filed two proposed orders before the hearing, giving Wife ample time to object, and indeed she filed oppositions. Section 128, subdivision (a)(4), provides the court has the power to "compel obedience to its judgments, orders, and process" which meant the court had authority to swiftly fashion any orders necessary to enforce compliance with the dissolution judgment. (See *Blueberry Properties, supra*, 230 Cal.App.4th at pp. 1020-1021.)

Wife raises a related procedural argument that the court erroneously ordered a writ of possession "without a hearing as required by statute." She does not mention the statute, and more importantly the court did not order a writ of possession. Rather, it ordered Husband to file a writ of possession *if Wife did not comply* with its order to vacate the house. Wife's argument is premature.

Wife next asserts the court lacked jurisdiction to "make any rulings after [she] posted an undertaking set by the court pursuant to [section] 917.4." (Capitalization and bold omitted.) She maintains that on November 2, she "posted an undertaking in equity" for \$500,000 "as opposed to the [c]ourt's excessive bond in the amount of

\$225,000.” It appears Wife believed it was appropriate to ignore the court’s order to sign the listing agreement and untimely substitute the bond requirement with a notarized personal guarantee. She maintains Husband’s failure to object meant her modification of the court’s order was a valid way to stay enforcement of the judgment. She fails to appreciate Husband’s opinion of her scheme was irrelevant in light of the court’s unequivocal order that Wife sign the listing agreement or face sanctions. There was absolutely no reason to believe these terms were negotiable. In addition, as noted in the court’s minute order, Wife’s letter guaranteeing \$500,000 was lacking because she repeatedly claimed to be impoverished. Wife does explain why this conclusion was incorrect and we deem the issue waived. (*Badie, supra*, 67 Cal.App.4th at pp. 784-785.)

Wife maintains the court should not have considered her untimely filed additional points and authorities and declaration. She maintains Husband’s opposition papers filed November 1 violated section 1005 and could not be considered. She does not believe this same deadline applied to the declaration and objection she filed on November 1 or the four documents she filed November 2.

The Code of Civil Procedure clearly lays out the chronology for moving and opposing papers. “Unless otherwise ordered or specifically provided by law, all moving and supporting papers shall be served and filed at least 16 court days before the hearing . . . [a]ll papers opposing a motion so noticed shall be filed with the court and a copy served on each party at least nine court days, and all reply papers at least five court days before the hearing.” (§ 1005, subd. (b).) The California Rules of Court clarify the trial court has discretion to not consider a late filed paper. (Cal. Rules of Court, rule 3.1300(d); *Samaniego v. Empire Today, LLC* (2012) 205 Cal.App.4th 1138, 1146.)

Husband’s additional points and authorities consisted of four pages that were obviously cut and pasted from a civil procedure practice guide. On the last page he asserted Wife violated numerous orders and should be declared a vexatious litigant. His declaration simply re-stated his belief the Property should be sold immediately, otherwise

the court should order Wife to move out and have Husband occupy the residence with the children. He also submitted proposed orders to enforce the judgment.

In her appellate briefing, Wife responds to many of Husband's allegations as if this court were considering the matter in the first instance. For example, Wife asserts she did not violate any orders because she planned to deposit a signed listing agreement with the trial court. She warned the trial court could not consider vexatious litigant allegations without first having a noticed hearing. Relevant to this appeal, Wife failed to meet her burden of demonstrating how she was prejudiced by the purportedly untimely filed documents. Although the court noted Wife was acting like a vexatious litigant, it did not declare her to be one. And while Wife may have intended at some point to deposit an executed listing agreement, she must have changed her mind. Our record does not contain a copy of it. It is unlikely the court would have ordered its clerk to execute the listing agreement if it already possessed a copy with Wife's signature.

Moreover, Father's additional briefing and declaration was not needed for the court to appreciate Wife's habit of filing a disproportionate amount of paperwork before every hearing. Simply stated, any error in reading untimely filed documents in this case was harmless. The court's orders properly furthered enforcement of the judgment, and we find no abuse of discretion.

Wife asserts the court erred by denying her request for a statement of decision. She provided record citations to support her claim she made the request. However, the reporter's transcript also reflects the court essentially provided an oral statement of decision, explaining the grounds supporting its various legal rulings. Nothing more was required. Under section 632, the court may give an oral statement of decision if the hearing was concluded within one day or less than eight hours. (See *In re Marriage of Katz* (1991) 234 Cal.App.3d 1711, 1717-1718.)

Another one of Wife's complaints is the court abused its discretion when it did not rule on or set an evidentiary hearing to determine her attorney fee request to file a

writ. She explains the purpose of the writ was to obtain a stay from the appellate court because the trial court's bond was excessive. Wife waived this argument by failing to include record citations to support her claim she requested attorney fees or that the court ruled on the matter. Moreover, it appears the fee request related to a writ challenging the same subject matter as Wife's appeal in *Richards II*. The lack of attorney fees did not prevent Wife from having this court review and analyze her argument the bond was excessive.

Finally, we turn to the court's \$4,200 sanction order. The court-imposed sanctions under sections 128.5 and 128.7. However, the minute order stated sanctions were ordered under section "128.5.7," which was likely a clerical error combining the two statutes. At the hearing, the court clearly stated it scheduled the OSC regarding sanctions pursuant to section "128.5 and .7" because Wife failed to "abide by [a] prior court order." Wife raises several issues concerning the sanction order. She maintains the court did not have authority to award sanctions under section 128.5 and 128.7 and "lacked jurisdiction to rule on its *sua sponte* OSC [regarding] sanctions." (Capitalization and bold omitted.) We conclude these contentions lacks merit.

Earlier in this opinion we addressed and rejected Wife's lack of jurisdiction argument. It was based on the faulty premise the lawsuit was stayed pending Wife's appeals in *Richards I* and *Richards II*. As noted earlier, Wife did not timely post a bond/undertaking, and therefore, the action was not stayed and the court retained jurisdiction. In addition, it appears Wife does not understand that the court did not sanction her for failing to post a bond. At the November 9 hearing, the court stated it scheduled the OSC because Wife refused to obey its order to sign the listing agreement or cooperate with selling the Property. In imposing sanctions, the court also considered Wife's "litany of filings" (over 14 documents), which contained "misleading statements," "a lot of copy and paste," and "increase[d] unnecessarily the volume for the [c]ourt" to

review. In short, the sanctions related to new events and misconduct transpiring after Wife filed *Richards I* and *Richards II* and after she refused to post the bond.

Wife fails to appreciate that her October 9 motion/offer to deposit a listing agreement in lieu of the court-ordered bond was unreasonable. She lacked authority to bargain with the trial court for something more favorable than posting a bond. Moreover, the opportunity to stay enforcement of the judgment had long since passed. Wife's insolent promise to comply with the court's recent order to sign the listing agreement *only if* the court agreed to stay the action was both insulting and disrespectful. Wife's objectively meritless motion was then followed-up with 14 more equally deficient and unnecessary documents. The court had jurisdiction to address Wife's misconduct. (*Rutherford v. Owens-Illinois, Inc.* (1997) 16 Cal.4th 953, 967 [courts have inherent authority to manage proceedings and control pending litigation].)

As for application of section 128.5, Wife asserts the statute only applies to cases before 1994 and was not operative. She is wrong. "Section 128.5 was revived in 2014 by Assembly Bill No. 2494 (2013-2014 Reg. Sess.), effective January 1, 2015 (Stats. 2014, ch. 425, § 1). It authorizes a trial court to order a party, the party's attorney or both to pay reasonable expenses, including attorney fees, incurred as a result of bad faith actions or tactics that are frivolous or solely intended to cause unnecessary delay. (§ 128.5, subd. (a).)" (*Nutrition Distribution, LLC v. Southern SARMS, Inc.*, (2018) 20 Cal.App.5th 117, 124, fn. omitted.) Section 128.5 applies to any action pending as of January 1, 2015. Husband filed his petition for dissolution in 2016 (*Richards I, supra*, G055927.) Accordingly, the court had authority to award sanctions pursuant to section 128.5.

With respect to section 128.7, Wife maintains the court cannot make sanctions payable to a party when it set the OSC for sanctions on its own motion. She is correct. (*Interstate Specialty Marketing, Inc. v. ICRA Sapphire, Inc.* (2013) 217

Cal.App.4th 708, 710.) However, this is a hollow victory because the court ordered sanctions under section 128.5 as well as section 128.7.

III. Judicial Bias Allegations

Wife's seven-page judicial bias argument essentially lists every time the trial judge ruled against her. Many of the purported examples of judicial bias relate to events that pre-date the two orders currently being reviewed. As for the allegations relating to the two postjudgment orders on appeal, Wife forfeited any claim of judicial bias by failing to assert it below. (See *People v. Farley* (2009) 46 Cal.4th 1053, 1110; *People v. Samuels* (2005) 36 Cal.4th 96, 114.) Moreover, Wife primarily infers bias from the rulings made in Husband's favor. “[A] trial court's numerous rulings against a party—even when erroneous—do not establish a charge of judicial bias, especially when they are subject to review.’ [Citation.]” (*People v. Fuiava* (2012) 53 Cal.4th 622, 732.) We have reviewed the reporter's transcripts relating to these two appeals and find no evidence to support her assertion the court “keeps being abusive to her.”

DISPOSITION

We affirm the postjudgment orders. We deny Appellant's request for judicial notice because it relates to events taking place in 2019, after the rulings we are reviewing in this appeal. Respondent shall recover his costs on appeal.

O'LEARY, P. J.

WE CONCUR:

THOMPSON, J.

GOETHALS, J.

APPENDIX B

Petition for Rehearing
Court of Appeals Fourth Appellate District,
Division Three, Case No. G056921 consolidated with
Case No. G057041 Petition for Rehearing filed on
June 1, 2020 by Petitioner, Alicia Marie Richards

APPENDIX B

APPENDIX C

Order Denying Petition for Rehearing
Court of Appeals Fourth Appellate District,
Division Three, Case No. G056921 consolidated with
Case No. G057041 Petition for Rehearing denied on
June 4, 2020 by Petitioner, Alicia Marie Richards

APPENDIX C

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
FOURTH APPELLATE DISTRICT
DIVISION THREE

In re Marriage of ALICIA MARIE and
RYAL W. RICHARDS.

ALICIA MARIE RICHARDS,

Appellant,

v.

RYAL W. RICHARDS,

Respondent.

G056921 consol. w/G057041

(Super. Ct. No. 15D009634)

ORDER

The petition for rehearing is DENIED.

O'LEARY, P. J.

WE CONCUR:

THOMPSON, J.

GOETHALS, J.

APPENDIX D

Order Denying Petition for Review
Supreme Court of California, Case No. S262957
denied on August 12, 2020 by Chief Justice Cantil-Sakauye

APPENDIX D

COURT OF APPEAL
4TH DISTRICT DIVISION 3
ELECTRONICALLY RECEIVED
Aug 13, 2020
Kevin Lane, Clerk
By: D. Saporita

Court of Appeal, Fourth Appellate District, Division Three - Nos. G056921, G057041

S262957

IN THE SUPREME COURT OF CALIFORNIA

En Banc

In re the Marriage of ALICIA MARIE and RYAL W. RICHARDS.

ALICIA MARIE RICHARDS, Appellant,

v.

RYAL W. RICHARDS, Respondent.

**SUPREME COURT
FILED**

AUG 12 2020

Jorge Navarrete Clerk

Deputy

AND CONSOLIDATED CASE

The petition for review is denied.

CANTIL-SAKAUYE

Chief Justice