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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION THREE

ANRY LADIAN,

Plaintiff and Appellant,

v.

JAMES LEWIS,

Defendant and Respondent.

B231533

(Los Angeles County
Super. Ct. No. LC087650)

APPEAL from a judgment of the Superior Court of Los Angeles County,
James A. Kaddo, Judge. Affirmed.

Anry Ladian, in pro. per., for Plaintiff and Appellant.

No appearance for Defendant and Respondent.

INTRODUCTION

Plaintiff Anry Ladian appeals from a judgment ordering \$35,000 payable to him and \$65,149 payable to defendant James Lewis from escrow funds, ordering Ladian's cause of action to foreclose a mechanic's lien denied, and ordering Ladian's mechanic's lien on Lewis's real property expunged. Because Ladian has failed to provide an adequate record, has not shown error in the judgment, and has not provided legal authority or argument for his positions, he has therefore forfeited any claim of error on appeal. The judgment is affirmed.

FACTUAL AND PROCEDURAL HISTORY

The record on appeal does not contain the complaint, cross-complaint, or reporter's transcript of trial proceedings. Ladian's opening brief alleges the following facts, without citation to the record.

In 2009 Ladian agreed to purchase Lewis's apartment buildings by placing into escrow \$178,000 provided by Ladian's brother, Grigor Djaladian, and another brother and by performing work at Lewis's house at 5254 Calhoun Avenue, Sherman Oaks. Ladian put more than \$120,000 into Lewis's house for construction work, materials, and permits. After most of the work was completed, Lewis became angry, said he did not want to sell his apartment buildings, and ordered Ladian and Djaladian off his property and told them not to return.

On August 20, 2009, Anry Ladian filed a claim of mechanic's lien for \$178,000 for work of construction, remodeling, roofing, doors, stucco, electrical, plumbing, fencing, and interior and exterior painting at 5452 Calhoun Avenue, Sherman Oaks, and 14720, 14720 ½, and 14722 Gilmore Street, Van Nuys.

On November 19, 2009, plaintiffs Ladian and Djaladian filed a complaint against James Lewis, followed by several amended complaints and a third amended complaint filed on July 16, 2010. On August 18, 2010, James Lewis filed a cross-complaint against Ladian and Djaladian. Trial was held on February 7, 2011.

The trial court ruled that Ladian could not proceed with his specific performance cause of action because the court granted requested admissions against plaintiff. After

trial, the trial court ordered that Ladian had judgment against defendant and cross-complainant Lewis for \$35,000, and ordered the balance of escrow funds paid to Lewis. The trial court found judgment for Lewis against plaintiff Djaladian was zero.

Judgment was entered on March 2, 2011. It ordered judgment for Ladian for \$35,000, and ordered judgment for Lewis for approximately \$65,149, payable from proceeds held in Escrow Number 22335-TS in Hughey Escrow Company, Inc. The judgment ordered plaintiff's cause of action to foreclose a mechanic's lien against Lewis's property at 5452 Calhoun Avenue, Sherman Oaks, California denied and ordered the mechanic's lien expunged.

Ladian and Djaladian filed a timely notice of appeal.

ISSUES

Ladian claims that Lewis breached the contract and prevented him from performing, and that the law of promissory estoppel should be applied to this appeal.

DISCUSSION

Ladian claims that by refusing to allow Ladian to finish his work, Lewis breached the contract and prevented Ladian from performing a performance contract. Ladian also claims that the law of promissory estoppel should be applied in this appeal.

Ladian, however, has not provided a sufficient record to enable this court to analyze these contentions. This court cannot evaluate contentions absent a reporter's transcript or settled statement; the party challenging the judgment has the burden to show reversible error. (*Ballard v. Uribe* (1986) 41 Cal.3d 564, 574-575.) Ladian has not provided a sufficient record to enable us to analyze these contentions. No reporter's transcript or other items pertinent to these issues have been provided. There are insufficient citations to the record to enable us to verify the facts asserted. Without the proper record, we cannot evaluate issues requiring a factual analysis. The evidence is presumed sufficient to support the judgment. Briefs must provide argument and legal authority for the positions taken; they may not rely upon matters which are not part of the record on appeal. Ladian's brief is deficient, and his claims of error on appeal are forfeited. (See *Pringle v. La Chapelle* (1999) 73 Cal.App.4th 1000, 1003; *Nwosu v. Uba* (2004) 122 Cal.App.4th 1229, 1246.)

DISPOSITION

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

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KITCHING, J.

We concur:

KLEIN, P. J.

CROSKEY, J.