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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT

DIVISION THREE

In re Marriage of MICHAEL and MARIE
CAMERLINGO.

MICHAEL CAMERLINGO,

Appellant,

v.

MARIE V. CAMERLINGO,

Respondent.

G046377

(Super. Ct. No. 06D009670)

O P I N I O N

Appeal from an order of the Superior Court of Orange County, Kim R. Hubbard, Judge. Original proceedings; petition for a writ of mandate to challenge an order of the Superior Court of Orange County. Appeal dismissed. Writ petition granted.

Law Offices of J. John Oh and J. John Oh for Appellant.

Jarvis, Krieger & Sullivan, Richard P. Sullivan, and Karen B. Fehlker for Respondent.

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Michael Camerlingo appeals from the family court's order directing him to appear at a judgment debtor examination scheduled by his former wife, Marie,¹ several years after entry of their divorce judgment, which expressly waived spousal support. After the divorce, Michael and Marie entered into an agreement purporting to modify the no-support provision of the divorce decree, and the former couple filed the agreement with the family court as an order modifying their divorce judgment. But Michael later obtained a final ruling from the family court, which Marie did not appeal, that it had no jurisdiction over support and therefore could not compel Michael to adhere to the agreement, which the court found did not constitute a valid order modifying the divorce decree's no-support provision. A different judge nevertheless ordered Michael to appear at the debtor exam based on the conclusion the agreement constituted a valid support order. Michael is correct that collateral estoppel bars this result, though Marie may have other avenues to enforce their agreement. As we explain below, we exercise our discretion to treat Michael's appeal as a writ petition, and we grant the petition and reverse the trial court's order for Michael to appear at the debtor examination.

I

FACTUAL AND PROCEDURAL BACKGROUND

Michael and Marie wed in December 1982 and divorced almost 25 years later on July 24, 2007, when the trial court entered a dissolution judgment. The judgment formalized their marital settlement agreement, which, among other provisions, expressly disavowed either party's right to receive spousal support. Specifically, paragraph 22 of the couple's agreement provided in full: "Spousal Support. We are aware that it is

¹ We refer to the parties by their first names for clarity and ease of reference, and intend no disrespect. (See *In re Marriage of Olsen* (1994) 24 Cal.App.4th 1702, 1704, fn. 1 (*Olsen*).)

mandated that the Court reserve spousal support for long-term marriages of more than ten years, when requested by either party. We terminate our right to receive spousal support now or at anytime in the future. This termination shall not be modifiable by the parties or the court for any reason whatsoever. By executing this agreement, we each agree and acknowledge that we understand that by terminating our ability to receive spousal support we will be forever barred from seeking spousal support at any time in the future regardless of the circumstances.”

In November 2009, the parties reached a new agreement they entitled, “Stipulation to Modify Judgment re: Spousal Support (Provision 22) filed July 24, 2007 and Order Thereon” (November 2009 stipulation). Michael promised in the agreement to pay Marie in 2009 an initial lump sum of \$140,000, plus a monthly payment of \$2,500, which would change in 2010 to an annual payment of \$50,000 a year for nine years and \$24,000 in the 10th year. The agreement described the payments as “non-includable, non-deductible, non-modifiable spousal support,” and provided that the payments remained owed even “on the death of either party []or on the remarriage of either party.” The agreement also required Michael to create a trust and a will naming Marie as the sole beneficiary of “100% of” Michael’s assets, with the couple’s adult daughter, Michelle, named as the sole successor beneficiary. Michael also promised in the agreement to transfer his assets into the trust or into immediate joint tenancy with Marie and Michelle.

Michael and Marie included in the agreement’s caption the Orange County Superior Court case number for their divorce proceeding and, at the end of the document, a line stating, “IT IS SO ORDERED,” which the family court signed when the couple filed the document with the court. Neither Michael nor Marie, however, sought an order to show cause (OSC) to modify the zero support ordered in their divorce judgment, nor

did the they request a hearing on the issue. Nor did either party immediately seek to enforce their attempted modification of the judgment. While the title and face of the agreement reveals Michael and Marie viewed their document as a “Spousal Support” order “Modify[ing the] Judgment,” it became clear the family court viewed it as a new, independent agreement between the parties, rather than a support order.

In January 2010, Marie sought an OSC to modify the November 2009 stipulation. Neither party included the modification proceedings in the record on appeal; and neither objected when we informed them we proposed to take judicial notice of this portion of the superior court file. (Evid. Code, § 452, subd. (d); *Frisk v. Superior Court* (2011) 200 Cal.App.4th 402, 407, fn. 2.) As she phrased it in her modification OSC, Marie wanted to “[m]odify [the] existing order” filed in November 2009. Instead of a \$50,000 yearly payment under the agreement or zero support for either party under the divorce decree, Marie sought interim “Guideline Temporary” support under Family Code provisions governing spousal support. Long-term, she saw her modification petition as an avenue for “the complete renegotiation” of her terms with Michael or, alternatively, the first step towards reopening the 2007 divorce judgment for “trial on the issue of fair and reasonable long term permanent spousal support.”

In her accompanying declaration, Marie asserted the divorce was a sham. She explained she and Michael “initiated a sham uncontested divorce proceeding” “for the foolish reason of helping a relative in Vietnam.” Specifically, “[Michael] and I jointly decided that the divorce would enable me to ‘marry’ a distant cousin in Vietnam and bring him to this country legally. [Michael] and I were both self represented in our divorce proceeding. After the divorce was finalized, it was always our intention to remain living as husband and wife and eventually legally remarry. It was a foolish and

unethical decision to help our cousin in Vietnam and we luckily never completely went through with [it]. However, [i]n July, 2007, [Michael] and I were ‘divorced’ but continued to live together as man and wife.”

In retrospect, a faint hint of brewing trouble emerged in December 2007 when Michael, on his own and without advance discussion with Marie, bought a home in Corona. According to Marie’s declaration, Michael persuaded her to sign a document quitclaiming any interest in the property by stating, “I will include your name to the title of the house once we are legally remarried.” Still, the couple “continued to live as husband and wife,” and “jokingly referred to our home in the country (Corona) and our apartment in the [c]ity (Costa Mesa),” with each having a key to both “and we both came and went depending on our schedules.” In June 2008, Marie agreed at Michael’s request to move \$500,000 from her separate brokerage account to his so he could “invest [it] in stock for ‘us,’” but she made it a loan rather than a gift “and had him sign a promissory note confirming [the] same.” According to Marie, Michael referred to her as his wife at escrow when he bought a business in October 2008, and though she believed he “excluded me from ownership of the new business,” he “reassure[d] me that all would be corrected upon us legally remarrying.”

In December 2008, Michael had an affair with a woman in Vietnam. Marie “also learned that just prior to traveling to Vietnam that month,” Michael “had withdrawn almost all the funds from our joint accounts at Charles Schwab and had transferred everything to his separate accounts.” He threatened to “drag things on for years and spend all our money on litigation and attorneys” if she challenged his financial dealings in court. “Feeling [she] had no other option,” Marie “reluctantly succumbed to his requests and rules” concerning money management. He assured her he had just been

“‘having fun’” with the woman in Vietnam and “‘had no intention of getting seriously involved with anyone other than me.’” Michael and Marie continued their “‘sexual and otherwise ‘marital’ relationship,” going “‘out to movies, dinners, family events and liv[ing] together either in the ‘city’ or ‘country’ residences about four days a week.’” Michael assured Marie she was his sole beneficiary on his brokerage accounts and “‘that he had created a family trust leaving everything to me and our adult children.’”

But he admitted he had lost the \$500,000 she loaned him “‘due to the declining economy and stock market.’” By late fall 2009, believing Michael had grown “‘unpredictable,’” Marie “‘felt he and I had to agree to something in writing,’” so “[Michael] and I entered into” the November 2009 “‘Stipulation to Modify the Judgment.’” After signing the stipulation, she learned Michael had over \$2 million in his brokerage accounts. She regretted that in both the divorce and in negotiating the stipulation, “‘We never exchanged or filed Income and Expense Declarations or Schedules of Assets and Debts. We never undertook formal discovery in order to exchange financial information’” and, “[a]t no time did [Michael] ever disclose any financial information to me in writing.’” She concluded in her declaration, “‘The divorce proceedings were based on fraud and the [November 2009] modification was signed by me under fraud and duress.’” She also noted that just before Christmas 2009, Michael “‘called our adult children and informed [them] he had married the young woman from Vietnam whom he insisted he was having ‘fun’ with and brought her to the States.’”

In February 2010, while her modification petition was pending, Marie also filed a motion to hold Michael in contempt for failure to fulfill his promises in their November 2009 stipulation. Specifically, he failed to pay her \$1,400 of the \$140,000 lump sum he owed her for 2009. She did not suggest he failed to pay her \$2,500 each

month in 2009, as he had agreed. And his first annual \$50,000 payment was not due until December. But she spun his shortfall on the \$140,000 payment into nine separate contempt charges, one for each of the last nine months in 2009, even though they had not reached their written agreement until the end of the year, in November 2009. She also asserted two more contempt charges alleging he had failed to transfer title of all his assets into her or Michelle's name, as he had agreed.

The family court held a hearing on Marie's modification request in March 2010. The parties have not provided on appeal a transcript of the hearing, nor the clerk's transcript. Noting this omission, we requested directly the superior court's file concerning Marie's modification petition. The family court's minute order reflects that when Marie's counsel gave her opening remarks and "**Counsel state[d] the issue before the Court [on] this date is to determine if this Court has jurisdiction over the issue of spousal support**" (original boldface in minute order), the court continued the hearing to allow the parties to file points and authorities. The court also received Michael's not guilty plea to the contempt charges, and accepted the parties' agreement "to address the Contempt hearing after the resolution of this osc."

The parties do not discuss the subsequent proceedings concerning Marie's modification request, but the superior court file reveals the family court denied her motion. Specifically, the court's May 14, 2010, minute order states that Marie's "**osc is denied**" (original boldface), and includes the court's explanation that the "parties are bound to their agreement in both instances." We infer this means the court concluded the parties could not modify the judgment to require spousal support under applicable Family Code legislation because they expressly waived support in their marital settlement agreement, which became part of the judgment. But the court's language suggests the

parties nevertheless remained free to later reach binding contractual agreements with each other after the judgment, if they chose to do so.

In June 2010, the court turned its attention to Marie's contempt petition. Michael challenged the petition with a motion to strike, which the court granted. Again, the parties do not include a reporter's transcript on appeal of the contempt hearing, but they do include the court's minute order, which states: "Court finds this court does not have jurisdiction over the issue of support." Accordingly, the court granted Michael's motion to dismiss Marie's OSC re contempt. It appears the court accepted the parties' characterization of their November 2009 agreement as an attempt to modify *court-ordered* support, namely the divorce judgment's zero figure for either spouse, rather than viewing the agreement as an independent, postjudgment contractual agreement. Notably, Marie never asserted or attempted to prove a cause of action for breach of contract, but instead relied on the agreement as if it constituted a support order modifying the judgment. But as noted, the court concluded it "d[id] not have jurisdiction over the issue of support," and therefore denied Marie's contempt petition.

Marie did not appeal or otherwise challenge *either* the court's May 2010 order denying her requested modification to obtain guideline support, or its June 2010 order denying her contempt petition because the court no longer had jurisdiction over spousal support.

Instead, 15 months passed. Marie retained a new attorney and, according to the lawyer, Marie "instructed [him] to file" an application for an order requiring a judgment debtor examination. Marie described herself on the application as a "[j]udgment creditor" and Michael as "the judgment debtor," and she checked a box alerting him the purpose of the examination was to "furnish information to aid in

enforcement of a money judgment against you.” The family court granted Marie’s application ex parte and when Michael failed to appear at the examination on November 4, 2011, or the deposition Marie scheduled on November 16, 2011, the court issued a \$5,000 bench warrant.

Michael filed a motion to strike the judgment debtor exam, which the trial court denied after a hearing, instead ordering him to submit to a rescheduled exam on January 16, 2012. Specifically, the trial court concluded that “the stipulation and order of 11/29/09 is a valid court order; it modifies the [divorce] judgment, and . . . this court has statutory authority to enforce it; therefore, we will deny the motion to strike and dismiss and [instead] order the appearance for the judgment debtor exam.” Michael appealed and sought a temporary stay of the debtor exam, which this court granted pending our resolution of the appeal.

II

DISCUSSION

A. *Appealability*

Marie asserts we may not reach the merits of Michael’s appeal because the trial court’s denial of his motion to strike the debtor exam is not an appealable order. She relies on *Samuel v. Stevedoring Services* (1994) 24 Cal.App.4th 414 (*Samuel*). There, the court held that “denial of a motion to dismiss in the nature of a request for judgment on the pleadings” was “not subject to review on direct appeal prior to trial.” (*Id.* at p. 416.) The court observed, “The principal statute which defines the scope of appellate jurisdiction in the Court of Appeal is Code of Civil Procedure section 904.1 and it does not list the pretrial denial of a dismissal motion as an appealable order.” (*Id.* at p. 417.)

Marie reasons that because section 904.1 similarly does not mention denial of a motion to strike as an appealable order, Michael's appeal must be dismissed.

Michael notes *Samuel* did not involve a postjudgment motion to dismiss a debtor's exam, but instead a pretrial "motion to dismiss in the nature of a request for judgment on the pleadings." (*Samuel, supra*, 24 Cal.App.4th at p. 416.) He also notes the court's debtor exam order, unlike a pretrial order, is not accurately described as "interim" or "interlocutory" as Marie asserts in her motion to dismiss the appeal. Rather, it may have an immediate and dire financial effect as a mechanism for enforcing what Michael claims is a nonexistent money judgment. Michael also relies on Code of Civil Procedure section 904.1, subdivision (a)(2), which authorizes appeals "[f]rom an order made after a judgment," and he relies on authority providing that "[a] postjudgment order . . . which affects the judgment in some way or relates to its enforcement . . . is appealable so long as the appeal involves issues other than those decided by the judgment." (*In re Marriage of Wilcox* (2004) 124 Cal.App.4th 492, 497.) According to Michael, the order is thus appealable as a postjudgment order in two respects: it postdates and contradicts both the divorce judgment precluding spousal support and the court's subsequent conclusion it lacked jurisdiction over support.

A judgment debtor examination "is the postjudgment equivalent of a deposition." (Ahart, Cal. Practice Guide: Enforcing Judgments and Debts (The Rutter Group 2011) ¶ 6:1271, p. 6G-1 (rev. #1, 2008).) "Generally, discovery orders are not appealable." (*H.B. Fuller Co. v. Doe* (2007) 151 Cal.App.4th 879, 885.) Exceptions exist (see, e.g., *id.* at pp. 885-886), but we need not determine whether the postjudgment nature of these proceedings or other circumstance requires an exception. The order is independently reviewable by extraordinary writ (see, e.g., *ibid.*) given Michael's

important and immediate interest in not being subjected to an examination that, as we explain below, is barred by collateral estoppel. We therefore exercise our discretion to treat the notice of appeal as an extraordinary writ petition (*ibid.*; 9 Witkin, Cal. Procedure (5th ed. 2008) Appeal, § 88, pp. 149-150), and reach the merits of his claim.

B. *Examining a “Judgment” Debtor Based on a Support Order*

As an additional preliminary matter, we note neither party disputes that the beneficiary of a valid spousal support order may utilize a judgment debtor exam as an aid to enforcing the order. This approach, however, has an undeniably counterintuitive aspect given that an “order” does not typically constitute a “judgment,” nor has there been a judicial determination of outstanding arrearages, as in an ordinary judgment. But we recognize family law presents special circumstances and allowances, including, for example, that support orders are enforceable by a writ of execution *without prior court approval*. (Fam. Code, § 5100.) Similarly, the Code of Civil Procedure provides an *ex parte* procedure to examine a money judgment debtor (Code Civ. Proc., § 708.110, subd. (b)) and, most importantly, the Legislature has defined a “money judgment” as not just “that part of a *judgment* that requires the payment of money” (Code Civ. Proc., § 680.270, italics added), but also the portion of an “order[] or decree” (§ 680.230) requiring monetary payment.

Although use of the debtor exam procedure makes only rare appearances in reported family law cases, it is recognized in treatises on the topic. (See Hogoboom & King, Cal. Practice Guide: Family Law (The Rutter Group 2011) ¶ 18:640, pp. 18-180-18-181 (rev. #1, 2008); Cal. Civil Practice (Thomson Reuters 2003) Family Law Litigation, ¶ 19:103, pp. 122-123.) Consequently, we presume the validity of the procedure here and turn to the heart of the parties’ dispute — whether collateral estoppel

barred the conclusion the parties' November 2009 agreement constituted a valid spousal support *order*.

C. *Collateral Estoppel*

Michael contends collateral estoppel bars Marie's attempt to require him to submit to a judgment debtor's exam. Specifically, he argues that because the court earlier determined it lacked jurisdiction over family support, no valid spousal support order or money judgment existed on which to require an exam. He conceded below in his motion to strike the exam that the November 2009 stipulation was "enforceable by ordinary contract remedies," but he noted Marie never followed through on suing him for breach of contract. According to Michael, Marie "filed a civil complaint against [him] in Orange County Superior Court, Case No. 30-2010-00435224, alleging, among other things, breach of the Stipulation by [Michael]. However, [Marie] then dismissed the case on March 28, 2011."

We agree collateral estoppel bars Marie from enforcing the November 2009 stipulation as a support order. The doctrine of collateral estoppel precludes relitigation of issues previously adjudicated. (*Lucido v. Superior Court* (1990) 51 Cal.3d 335, 341; *Campbell v. Scripps Bank* (2000) 78 Cal.App.4th 1328, 1334.) The elements of collateral estoppel are: "(1) the issue sought to be precluded from relitigation is identical to that decided in the former proceeding; (2) the issue was actually litigated and necessarily decided in the former proceeding; and (3) the party against whom preclusion is sought was a party, or in privity with a party, to the former proceeding." (*People v. Gillard* (1997) 57 Cal.App.4th 136, 159.) Additionally, "the decision in the former proceeding must be final and on the merits." (*Lucido*, at p. 341.)

Here, the family court determined not once but in *two* final adjudications that the November 2009 stipulation did not constitute an enforceable family support order. Consequently, Marie could not rely on the stipulation as the basis for Michael's debtor exam.

First, Michael relies on the court's conclusion in the contempt proceeding that it lacked jurisdiction over family support because the parties rejected the right to spousal support in their divorce judgment and failed to reserve jurisdiction over the issue. Michael defends this conclusion with legal authority holding spouses may waive support, the court's jurisdiction terminates without an express reservation concerning spousal support, and the parties may not confer jurisdiction on a court. (See, e.g., Fam. Code, § 4335 [support "shall not be extended unless the court retains jurisdiction"]; *In re Mariage of Iberti* (1997) 55 Cal.App.4th 1434, 1440 [unambiguous language terminating spousal support precludes further support]; *In re Marriage of Katz* (1988) 201 Cal.App.3d 1029, 1034 [no reinstatement of support that was terminated in divorce judgment]; see also, e.g., *People v. National Automobile & Casualty Ins. Co.* (2000) 82 Cal.App.4th 120, 125 ["subject matter jurisdiction cannot be conferred by consent"].)

Whether the family court was *correct* in concluding it lacked jurisdiction is beside the point. It is not our province to reweigh the merits of the family court's jurisdictional finding *if it was final*. Indeed, the sole ground on which Marie challenges the collateral estoppel effect of the court's jurisdictional finding is her claim that the context in which the court made the finding — dismissal of contempt charges against Michael — did not constitute a final judgment. But it is settled that "[t]he judgment and orders of the court or judge, made in cases of contempt, are final and conclusive." (Code Civ. Proc., § 1222.) In effect, Marie's attempt to assert the November 2009 stipulation

qualified as the basis for Michael's debtor exam amounted to reasserting the court's jurisdiction over support, which collateral estoppel barred.

Secondly, and as an independent basis precluding the debtor exam, the family court already had determined in its order denying Marie's modification request that the November 2009 stipulation did not constitute a valid *support order*. Although the court did not phrase its conclusion this way, the distinction between a support order and a contract between the parties necessarily follows from the court's conclusion that the divorce decree was controlling and precluded Marie's request for guideline temporary support. Specifically, *if* the parties' purported November 2009 modification had been valid as a support order, then the validity of *that* modification of the divorce decree would have established the court's continuing jurisdiction over spousal support. Thus, the family court would have been able to further modify support as Marie requested in her OSC re modification. But the court concluded it could not do so. The trial court's order denying Marie's modification request was a final, appealable order. (See, e.g., *In re Marriage of Olson* (1993) 14 Cal.App.4th 1, 7 [denial of request to modify spousal support reviewed for abuse of discretion].) Consequently, the order became effective for collateral estoppel purposes when Marie failed to appeal it.

True, the court also stated in its minute order denying Marie's modification request that the parties were "bound to their agreement in both instances," which suggested a measure of validity in the November 2009 stipulation. But given the court's denial of Marie's request to modify spousal support, the court could only have meant the stipulation was valid in a contractual sense, with the parties free to enter binding, postdissolution contracts with each other. As Marie puts it in her brief on appeal, "If the stipulation does not modify the [divorce] judgment, it can stand alone," presumably as an

independent contract between the parties. The flaw, however, in Marie's position is that she never followed through and obtained a judgment for breach of contract. Therefore, given the absence of a valid support order or breach of contract or other money judgment, there was no basis for a different family court judge to later order Michael to appear for a debtor exam.

Marie argues that because *Michael* failed to appeal the family court's entry of their November 2009 stipulation as an order of the court in the clerk's transcript concerning their divorce, *he* was and remains barred from challenging the validity of that "Order Thereon" modifying spousal support. We need not — and indeed may not — evaluate the merits of this claim or whether the court's acceptance of the stipulation was a pro forma act that did not enable the parties to revive the court's jurisdiction by mere consent. To the contrary, the family court already twice decided the stipulation did not entitle Marie to spousal support and that the court lacked jurisdiction, as discussed. Those determinations are final. Marie's waiver claim operates as a collateral attack on the court's rulings, which the doctrine of collateral estoppel prevents.

Marie also contends "the parties made a mistake in the judgment and modified it with the stipulation, and as such, the court ha[d] inherent power to fix this mistake in equity." She relies on *Olsen, supra*, 24 Cal.App.4th 1702, where the trial court had ordered spousal support and jurisdiction terminated pursuant to the wife's waiver of further support, predicated on the court's understanding former wives of military servicemen remained entitled to certain benefits under federal law. When federal law subsequently changed, the trial court *granted* the wife's modification request and ordered resumed spousal support. The reviewing court affirmed, holding: "The court could, in its equitable powers, set aside its former order as having been made

through mistake and issue a new order. [Fn. omitted.] Under certain circumstances a court, sitting in equity, can set aside or modify a valid final judgment obtained by fraud, mistake, or accident, either in an independent action in equity or on a motion in the original action.” (*Olsen*, at pp. 1706-1707.)

Marie’s reliance on *Olsen* is ill-founded for several reasons. First and foremost, the trial court in *Olsen* granted the wife’s modification motion, but here the trial court denied Marie’s request, and she did *not* appeal, rendering the trial court’s conclusion final. Second and related, there is no authority for a *reviewing* court to consider, try, and grant in the first instance Marie’s equitable claim. Moreover, Marie failed to include in the record on appeal the basis of her claim, i.e., her declaration, which we obtained only by happenstance in requesting the modification ruling the parties omitted on appeal. Third, it is not clear whether the family court even considered the merits of Marie’s claims in her declaration; instead, the court may have reached its no-modification and no-jurisdiction conclusions on other grounds, including simply that the parties could not revive the court’s spousal support jurisdiction by consent, as they attempted to do in their November 2009 stipulation. But precisely because the court’s May and June 2010 rulings on these issues were final, they erect a collateral estoppel bar to the notion there was a valid support order or money judgment underpinning Michael’s debtor exam. In sum, *Olsen* is not authority for making a money judgment or support order somehow materialize when there was none. Marie’s reliance on *Olsen* therefore fails.

Of course, our resolution of *this* appeal says nothing about whether Marie may have valid claims against Michael that *could* support a judgment. We do not know on the record presented whether Marie dismissed her breach of contract claim with

prejudice or whether the statute of limitations has passed on her claim for nonpayment of \$1,400 out of the \$140,000 Michael owed her under their agreement, nor do we know whether new claims for breach have arisen if Michael failed to pay the annual \$50,000 installments, or whether viable fraud claims might remain — none of these issues are before us, but instead are for the parties to consider in resolving any continuing disagreements. We hold only that the trial court erred in ordering the debtor exam without a valid, underlying money judgment.

III

DISPOSITION

The trial court's order requiring Michael to appear for a judgment debtor exam is reversed. He is entitled to his costs in this review.

ARONSON, J.

WE CONCUR:

O'LEARY, P. J.

RYLAARSDAM, J.