

California Family Law Report

Case of the Month – June 2026

Topic: Child Support

Post-majority arrears are still protected...

In affirmance, the Second District held that substantial evidence supported the trial court's order denying father's request to enforce an alleged agreement with mother to satisfy unpaid support arrearages; in a matter of first impression, the court further held that parents may not contractually waive or forgive undisputed past-due child support arrearages, even after the child has reached majority and no current support order remains in effect.

In re Marriage of Allen

(February 6, 2026)

California Court of Appeal 2 Civ B338855 (Div 6) 118 Cal.App.5th 476, 341 Cal.Rptr.3d 568, 2026 FA 2218, per Baltodano, J. (Yegan, Acting P.J., and Cody, J., concurring). San Luis Obispo County: Childs. For Lewis Allen (Appellant): Neil S. Tardiff and Edward L. Somogyi. For Danielle Brown (Respondent): Ernest A. Casacca, Claudia Ribert, and Robert A. Roth. CFLP §E.50.0.

A long history of nonpayment...

Lewis Allen and Danielle Brown married in 1982 and had four children together. In 1996, Danielle filed a dissolution action. In 1998, the trial court entered a judgment requiring Lewis to pay \$3,200 per month in family support. After Danielle remarried in 2002, the trial court suspended the family support order and ordered Lewis to pay \$2,500 per month in child support plus \$1,000 per month toward his accrued arrearages. Lewis's monthly child support obligation was later reduced to \$1,932. The parties' youngest child turned 18 in 2008.

The trial court later found Lewis made no reasonable efforts to support his children. Lewis had quit his job in September 2000 and relocated to Utah specifically to evade his child support obligations. A bench warrant issued for his arrest in 2022, and Lewis eventually left the United States.

The attempted compromise...

Beginning in September 2020, Lewis initiated communications with Danielle in an attempt to resolve the outstanding support arrearages. Throughout those communications, Danielle consistently represented that Lewis's unpaid support, including interest, totaled approximately \$545,000. She also made clear that she would accept no less than \$272,500 to resolve the matter. In November 2020, Lewis agreed to pay that amount in installments. He made his final payment on June 1, 2021. Lewis then asked Danielle to execute a stipulated accord and satisfaction waiving all remaining claims to child support, family support, and spousal support arrearages. Danielle refused.

In May 2023, Lewis filed a request for order seeking a finding that a valid written accord and satisfaction existed and was enforceable as to the support arrearages. The trial court (San Luis Obispo County's Childs) denied the request. It found that the parties had never reached a binding agreement and that, in any event, any purported accord and satisfaction was unenforceable because there was no bona fide dispute as to the amount of arrearages owed. Lewis appealed, and the Second District affirmed.

No enforceable accord...

The Court of Appeal held that Lewis and Danielle could not, in 2021, agree to forgive past-due support arrearages. Fam. C. §3651(c)(1) prohibits retroactive modification or termination of support amounts that accrued before the filing of a motion or order to show cause seeking modification or termination. The policy underlying this rule is that the welfare of children is of paramount importance and that the obligation to pay child support runs to the child, not merely to the custodial parent. Accordingly, an agreement between parents purporting to modify a child's right to support is not binding on either the court or the child.

The court next addressed Lewis's argument that the alleged agreement was enforceable as an accord and satisfaction. To establish an accord and satisfaction, Lewis was required to show: (1) a bona fide dispute between the parties; (2) he clearly communicated that Danielle's acceptance of payment would fully satisfy her claim; and (3) Danielle understood that acceptance would constitute payment in full. Lewis argued there was a bona fide dispute over the amount of arrearages and that Fam. C. §3651(c)(1) does not preclude parties from settling disputes regarding the amount owed.

The Court of Appeal held that substantial evidence supported the trial court's finding that there was no bona fide dispute as to the total arrearages. Danielle consistently maintained that Lewis's arrearages totaled approximately \$545,000, based on her discussions with Child Support Services and San Luis Obispo County Legal Aid. There was no evidence that Lewis owed a different amount. Although Lewis had provided Danielle with a spreadsheet containing his own calculations, the spreadsheet was not part of the appellate record. Moreover, Lewis conceded that his payment did not include penalties and interest, and he further conceded that, according to the County of San Luis Obispo, he owed more than \$500,000.

The court also concluded that the draft stipulation prepared by Lewis's attorney did not establish a bona fide dispute over the arrearages. Although the draft stated that the parties disputed the specific amount owed, it did not identify the amount due. For these reasons, substantial evidence supported the trial court's finding that no bona fide dispute existed.

The Court of Appeal further held that, even if there had been a bona fide dispute, substantial evidence supported the trial court's finding that the parties never reached a final, enforceable agreement. Although the parties reached a preliminary understanding in November 2020, they did not reach a final agreement. Lewis did not provide the initial draft stipulation to Danielle until March 2021. Danielle, through counsel, requested revisions. Lewis then sent the original stipulation without incorporating Danielle's requested changes. When Lewis's attorney later provided a revised stipulation, it contained new errors, including a \$20,000 reduction in the amount due to Danielle. Danielle therefore refused to sign the agreement.

Equitable defenses rejected...

In reaching its conclusion, the court rejected Lewis's argument that Danielle waived her right to recover arrearages. Although a party may, in some circumstances, prospectively waive court-ordered support, Danielle was seeking to recover accrued arrearages. Her conduct was also inconsistent with waiver. She repeatedly requested payment of the outstanding amount owed and stated that she would seek to collect the full arrearage balance.

The court also rejected Lewis's argument that Danielle was equitably estopped from recovering arrearages. Estoppel requires: (1) the party to be estopped knew the facts; (2) the other party was ignorant of the true facts; (3) the party to be estopped intended that his or her conduct be acted upon, or acted in a manner giving the other

party the right to believe it was so intended; and (4) the other party relied on that conduct to his or her injury. Lewis could not establish detrimental reliance because there was no evidence he was harmed by paying an amount that was indisputably owed.

Finally, Lewis argued that the public policy supporting payment of support arrearages while children are minors does not apply after the children reach majority. The Court of Appeal disagreed and distinguished *In re Marriage of Damico* (1994) 7 Cal.4th 673, 29 Cal.Rptr.2d 787, in which the California Supreme Court held that a custodial parent who actively conceals a child from the noncustodial parent until the child reaches majority, despite the noncustodial parent's reasonably diligent efforts to locate the child, may be estopped from later collecting support arrearages for the period of concealment. Danielle did not conceal the children from Lewis. Rather, she suffered as a result of Lewis's failure to pay court-ordered support: she lost the family residence in a short sale, relied on food banks and church assistance, and sought court intervention when Lewis stopped making payments.

Accordingly, the Second District affirmed the trial court's order.

COMMENT..

Allen is an important cautionary decision for practitioners attempting to resolve old child support arrearages by private agreement. The case confirms that accrued child support arrears do not become ordinary negotiable civil debt merely because the children have reached adulthood or because no current support order remains in place. The practical lesson is that counsel should distinguish carefully between a permissible settlement of a genuine dispute over the amount owed and an impermissible waiver or forgiveness of undisputed arrears. *Allen* does not necessarily foreclose every stipulated resolution involving support arrearages. But where the amount owed is not genuinely disputed, a stipulation accepting a discounted amount in full satisfaction of child support arrears may be vulnerable to attack. Practitioners should therefore ensure that any arrears-resolution agreement identifies the precise amount claimed, the precise amount disputed, and the factual or legal basis for the dispute. The agreement should also make clear whether it resolves calculation issues or instead purports to forgive an undisputed support judgment.

The decision is also a reminder that child support arrears retain a public-policy dimension even after the child reaches majority. The court rejected Lewis's argument that the policy favoring enforcement of child support arrears dissipates once the

children are adults. That reasoning is significant because many arrears cases arise years after the children have emancipated, when parties may view the dispute as one solely between former spouses. *Allen* makes clear that California law continues to treat accrued child support as a protected obligation, not merely as a private debt subject to ordinary compromise.

Library References

[10 Witkin, Summary of Cal. Law \(11th ed. 2026\)](#) P&C §552

[Hogoboom & King, Cal. Practice Guide: Family Law \(The Rutter Group\)](#) ¶ 17:77