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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION TWO

In re Marriage of ESTHER KHYM
and BRIAN MINER

ESTHER KHYM,

Appellant,

v.

BRIAN MINER,

Respondent.

A172209

(San Mateo County Super. Ct.
No. 17FAM01084-A)

This is the second appeal from divorce proceedings between Esther Khym and Brian Miner. (See *Khym v. Miner* (Aug. 29, 2025, A170007) [nonpub. opn.].) In this appeal, Khym challenges an award of \$371,438.55 in past and future attorney’s fees and costs to Miner. Khym argues the amount is unreasonable and she does not have the ability to pay it; however, over the same period of time, Khym incurred nearly double that amount of her own attorney’s fees and costs, the majority of which were paid for by discretionary distributions and loans from a trust that the court expressed “major concern[s]” had been funded in violation of the automatic temporary

restraining order.¹ Against this background, and recognizing the family court is a court of fairness and equity (*In re Marriage of Boswell* (2014) 225 Cal.App.4th 1172, 1174), we affirm.

BACKGROUND

The parties married in 2013 and share one child. In December 2018, Khym petitioned for divorce. Over the next five and a half years, the parties contentiously litigated various issues, including custody, visitation, child and spousal support, and discovery.

In June 2023, acting on his own behalf,² Miner filed a request for order, seeking attorney's fees and costs pursuant to section 2030.³ Although Miner attested to having incurred over \$300,000 in attorney's fees and costs, he requested a lower amount of \$288,443 in previously incurred fees and costs and an additional \$200,000 to retain a new attorney to represent him going

¹ Upon filing divorce proceedings, an automatic temporary restraining order (ATRO) goes into effect and enjoins the parties from "transferring, encumbering, hypothecating, concealing, or in any way disposing of, any property, real or personal, whether community, quasi-community, or separate, without the written consent of the other party or an order of the court." (Fam. Code, § 2040, subd. (a)(2)(A); *Raney v. Cerkueira* (2019) 36 Cal.App.5th 311, 321.) Further undesignated statutory references are to the Family Code.

² In March 2023, after Miner's attorney moved to be relieved as counsel, Miner filed a substitution of counsel, opting to represent himself. Miner claims in his briefing to us, as he did below, that he had to represent himself "because he could no longer afford an attorney." Previously, Miner had been represented by five different attorneys over the course of the divorce proceedings.

³ Section 2030 "requires the trial court in a dissolution proceeding to ensure that each party has access to legal representation. If necessary, the trial court may order one party to pay the other party's 'reasonably necessary' attorney fees 'based on the income and needs assessments' of the parties." (*In re Marriage of Hofer* (2012) 208 Cal.App.4th 454, 458 (*Hofer*).

forward. Regarding future representation, Miner identified a “potential attorney” with billing rates between \$350 and \$425 per hour. In an accompanying income and expense declaration, Miner claimed he had no income, “minimal” personal property and assets, and nearly \$300,000 in debt from “Legal Bills and Living Expenses.”

In contrast, Miner asserted that Khym had “over \$8.7M in assets” and attached Khym’s “most recent Statement of Assets and Debts” from May 2023.⁴ Miner further claimed Khym had spent at least \$570,000 in attorney’s fees and costs, split between two different law firms.

Khym filed a responsive declaration and an income and expense declaration in July 2023. Khym confirmed her attorney’s fees and costs at that point exceeded \$590,000 and disclosed “an interest” in three trusts, which we summarize below.

“The Esther Khym 2020 Trust”: Khym was previously the beneficiary of an irrevocable trust established by her father, which “decanted on December 18, 2020 to the Esther Khym 2020 Trust.” Khym’s uncle serves as the trustee of this new trust with “sole and absolute discretion as to the distribution of any trust assets.” As the beneficiary, Khym is “not in control of this trust or the funds in it.” At an earlier hearing in February 2021, Khym was imputed with an income of \$50,000 annually based on the trust’s terms, which authorize distribution of a “performance-based income” of \$50,000 per year.⁵ Additionally, in May 2021, Khym’s uncle authorized a

⁴ Miner included several exhibits with his filings, some of which were duplicative of previous filings. We discuss only the exhibits relevant to this appeal.

⁵ The February 2021 imputed income is not at issue in this appeal.

\$650,000 “margin loan” from the trust, which Khym used for attorney’s fees and living expenses. Khym valued the trust at over \$2 million.

“The EK 2016 Irrevocable Trust dated December 13, 2016”: Khym’s father was the settlor, and Khym is the trustee of this trust. Khym can “withdraw up to the amount of the annual gifting exclusion” but not the principal. Khym was imputed with an income of \$15,000 annually from this trust (for a total of \$65,000 annually between the two trusts). Khym valued the trust at \$3.2 million.

“The EK Separate Property Trust dated March 17, 2016”: Khym is the settlor and trustee of this trust, which holds title to Khym’s residential home with an “estimated” fair market value of \$2.5 million, unencumbered by a mortgage.

Miner filed a reply declaration, attaching the terms of the Esther Khym 2020 Trust and the EK 2016 Irrevocable Trust.

In September 2023, the court (Hon. Don Franchi) held a hearing on Miner’s fees request and continued the matter to January 2024.⁶ The court ordered Miner to provide “documentation” of any “loans obtained related to attorneys’ fees, along with the required attorney fee declaration and billing statements.” Khym was ordered to file “a declaration from the trustee and/or trust attorney” regarding her ability to draw from the trusts.

In January 2024, Miner filed an updated income and expense declaration, invoices from his prior attorneys, and promissory notes from several personal loans. Miner calculated his total incurred attorney’s fees and costs to be \$336,438.55. The supporting invoices were dated and

⁶ Shortly before the January 2024 hearing—which was ultimately continued until June 2024—the case was reassigned to Hon. Chinhayi C. Cadet, who later heard and decided Miner’s fee’s request.

generally identified the law firm, the billing attorney, the date worked, the hourly rate, and the time spent, but redacted the narratives of work performed.⁷

Miner also filed a declaration from his prospective attorney, who requested an increased amount of future attorney's fees from \$200,000 to \$250,000 due to the "Nature and Complexity of this Litigation." Miner's updated memorandum of points and authorities requested \$287,800, rather than \$336,438 for past fees, "which represent[ed] 90% of attorney fees and costs spent by [Miner] in this proceeding . . . minus \$15K already ordered by this court in a previous hearing."

Additionally, Miner filed the terms of Khym's father's irrevocable trust, which decanted into the Esther Khym 2020 Trust in December 2020, after the December 2018 filing of the dissolution and the issuance of the ATRO. He also filed the decanting instrument, which Khym signed "individually as the current beneficiary." The irrevocable trust provided that when Khym turned 40 years old, "the trust shall terminate" and the "principal of the trust with all accrued and undistributed income" shall be paid directly to Khym.

Also in January 2024, Khym filed an updated income and expense declaration, which identified average monthly "Trust Distributions" of \$23,333. Khym further disclosed that in 2023, she had received "a total of \$280,000 in funds from the Esther Khym 2020 Trust, at the discretion of the trustee." In response to the court's order, Khym filed a declaration from her trust attorney, who attested that Khym "did not have the right to withdraw any funds" from the EK 2016 Irrevocable Trust, but the declaration did not

⁷ Occasional narratives are unredacted (e.g., "Receipt and review of email from opposing counsel re: same" in November 2021, recording a tenth of an hour), but, by and large, the descriptions of the work performed are redacted.

mention the Esther Khym 2020 Trust. Also, Khym separately declared that “[s]ince the outset of this case,” she had “incurred more than \$710,000 in attorneys’ fees and costs.”

In May 2024, Miner filed an “amended” memorandum of points and authorities, a supporting declaration, and an income and expense declaration. Miner sought the same amounts in past and future fees and costs but included various additional exhibits.

In response, Khym submitted an updated income and expense declaration, disclosing “more than \$800,000” in attorney’s fees as of April 2024. And in reply, Miner submitted another memorandum of points and authorities, a supporting declaration, and additional exhibits.

At a June 2024 evidentiary hearing, the court stated its “tentative” intent to grant Miner’s request based on the “disparity in access to income” and Khym’s “ability to pay both sides’ fees.”

After hearing arguments from counsel, the court inquired about Khym’s “apparent ATRO violation” for decanting her father’s irrevocable trust two years after the filing of the dissolution and issuance of the ATRO. The court expressed “major concerns” that Miner “may have been prejudiced by the lack of notice, as the funds were otherwise set to be given outright to [Khym], at which point they would have been directly available for support and fees.” Khym’s counsel asserted that Khym was the beneficiary, “not the settlor,” and thus “she could [not] have violated the ATRO.”

Ultimately, the court agreed that “the spendthrift provisions” in the trusts precluded Khym from compelling a distribution of funds; therefore, the court did “not consider[] the trust[s] in that way.” Nonetheless, the court noted that Khym had “been able to borrow large sums of money from these

trusts . . . and that money has been able to be used to pay attorneys' fees." Further, Khym owned her home "outright" and could "take a loan on that."

At the conclusion of the hearing, the court granted Miner's request and ordered Khym to pay \$371,438.55 to Miner in attorney's fees and costs, which included Miner's past fees and costs, reduced by \$15,000 to account for a previous attorney's fee award, plus an additional \$50,000 "to retain a new attorney." The court found "the fees requested [were] reasonable in light of the overall complexity of this matter," specifically referencing "past complexity" regarding Khym's "compliance with the visitation orders," and "ongoing complexity" concerning Khym's assets. Further, the court "[did] not credit [Khym's] apparent contention that the disproportionate amount of fees she has incurred [were] due primarily to [Miner's] in pro per" status because Khym's fees "were already far in excess of [Miner's] as of March 2023, which is when he began acting in pro per."

In September 2024, the court confirmed its ruling by written "Findings and Order After Hearing," expressly finding "that there is a disparity in access to funds," that Khym "has the ability to pay the award of attorneys' fees and costs," and that "the fees are reasonable given the complexity in this case." Again, recognizing Khym could not compel any distribution from the trusts, the court based its ability to pay determination on Khym's ability "to take on debt in order to pay [Miner's] attorneys' fees and costs," including her "ability to take a loan against her home."

Consistent with its oral ruling, the court designated \$50,000 "for ongoing fees in this matter," which would be "paid directly to [Miner's] attorney's trust account" and the "remaining amount of \$321,438.55 shall be paid directly to [Miner] within forty-five days (45). This amount represents

100% of [Miner's] accrued attorneys' fees and costs paid to date," less \$15,000 in previously awarded attorney's fees.

The same month, Khym filed a request for order and memorandum of points and authorities for reconsideration of the attorney's fee order. Khym declared that she had applied for eight home equity loans; with two lenders, she "prequalified for maximum loans for approximately \$36,000 and \$94,000," but the other lenders "outright" denied her applications. Miner, represented by counsel, opposed the motion, and Khym filed a reply.

At the December 2024 hearing on Khym's request, the court explained that in finding Khym had the ability to pay Miner's attorney's fees, it "considered not only the equity in [Khym's] home, but also her ability to draw or borrow from two . . . trusts." While Khym "extensive[ly]" argued she had no ability to draw from the principal of the trusts, the court highlighted Khym's "apparent ability to draw or borrow from the trusts for the purposes of funding her own attorney's fees, with the end result that she had greatly outspent [Miner] over the course of this litigation."

The court again expressed its "major concerns" about the funding of the Esther Khym 2020 Trust. The court explained that Khym's "decanting" of her father's irrevocable trust "immediately before [her] 40th birthday" was "entirely inconsistent" with the terms of that trust, "which would have required distribution of [its] funds to [Khym] outright, during a period while this litigation was ongoing." Regardless, the court found Khym's "new facts" did not "affect the underlying order" and denied Khym's request.

Khym filed a timely notice of appeal from the September 2024 fee award.

DISCUSSION

On appeal, Khym argues the attorney’s fee order is not supported by substantial evidence, the family court failed to exercise its discretion in awarding fees, and the court “erred” in considering Khym’s trust accounts.

In response, Miner contends “Khym’s appeal should be denied under the disentitlement doctrine,” the fee award should be affirmed as a reasonable exercise of the court’s “broad discretion,” and the court’s consideration of Khym’s trust accounts does not reflect an abuse of discretion.

Because Khym fails to demonstrate error, we affirm the attorney’s fee order without reaching Miner’s disentitlement argument.⁸

I. Family Code section 2030

In marital dissolution proceedings, section 2030 requires that “the court shall ensure that each party has access to legal representation.” (§ 2030, subd. (a)(1).) “The public policy behind [section 2030] is to ‘ “level[] the playing field’ ” between the parties and permit the lower-earning litigant to pay for experts and other costs (as well as for a lawyer, if requested) without having to fund litigation with resources intended for basic living expenses.” (*A.P. v. K.T.* (2023) 89 Cal.App.5th 988, 999.) Therefore, “if necessary based on the income and needs assessments,” the court may order one party to pay the other party’s attorney’s fees in “whatever amount is

⁸ “The disentitlement doctrine enables an appellate court to stay or to dismiss the appeal of a party who has refused to obey the superior court’s legal orders.” (*Hofer, supra*, 208 Cal.App.4th at p. 459.) According to Miner, \$213,052.64 remains outstanding from the challenged order as of September 2025. Khym asserts that she has paid approximately \$212,000 of the ordered amount and has attempted to comply with the order in good faith. Because we affirm the attorney’s fee award on the merits, we decline to stay or dismiss this appeal.

reasonably necessary for . . . maintaining or defending the proceeding.”
(§ 2030, subd. (a)(1).)

Upon a request for attorney’s fees pursuant to section 2030, “the court shall make findings” on (1) “whether an award of attorney’s fees and costs . . . is appropriate,” (2) “whether there is a disparity in access to funds to retain counsel,” and (3) “whether one party is able to pay for legal representation of both parties.” (§ 2030, subd. (a)(2).) “If the findings demonstrate disparity in access and ability to pay, *the court shall make an order awarding attorney’s fees and costs.*” (*Id.*, subd. (a)(2), italics added.)

Previously, “our Supreme Court stated that ‘a motion for attorney fees and costs in a dissolution proceeding is left to the sound discretion of the trial court.’” (*In re Marriage of Knox* (2022) 83 Cal.App.5th 15, 24 (*Knox*), quoting *In re Marriage of Sullivan* (1984) 37 Cal.3d 762, 768.) “The foregoing principle[],” however, is “no longer [an] accurate statement[] of California law because [of] . . . amendments to the attorney fees provisions in the Family Code,” which have “curtailed the broad discretion previously granted to family courts and created instances where fee awards are a matter of right.” (*Knox*, at p. 24.)

“Under the current version of the statutes, deciding whether to award [section 2030] attorney fees and deciding the amount of any fees awarded require family courts to resolve questions of law, make findings of fact, and exercise discretionary authority to resolve certain issues. Each of these aspects of the family court’s decision is subject to a different standard of review.” (*Knox, supra*, 83 Cal.App.5th at p. 25.)

Accordingly, on appeal, we review findings of fact “under the deferential substantial evidence standard,” questions of law are subject to de novo review, and where “the court must weigh various factors and choose

from a range of options, that discretionary determination will not be disturbed if it falls within the range established by the applicable legal criteria.” (*Knox, supra*, 83 Cal.App.5th at p. 25; see also *In re Marriage of Nakamoto & Hsu* (2022) 79 Cal.App.5th 457, 469 [same].)

II. Substantial Evidence

Khym asserts substantial evidence is lacking because Miner “redacted every single billing entry, rendering them devoid of any meaningful detail” and because the supporting “declarations fail to describe the nature of the fees incurred, the reasons [why] they were incurred, or why they were reasonably necessary.” Khym further argues that the court’s comparison of the amount of fees incurred by her with the amount incurred by Miner was “legally insufficient to support the fee award.”

“Under the substantial evidence standard, ‘ “[o]ur review is limited to a determination whether there is any substantial evidence, contradicted or uncontradicted, that supports the finding.” ’ ” (*In re Marriage of Nakamoto & Hsu, supra*, 79 Cal.App.5th at p. 470.) We review the evidence in the light most favorable to, and resolve all conflicts in favor of, the prevailing party. (*Ibid.*)

Here, substantial evidence supports the family court’s award of both past and future attorney’s fees and costs. Past fees were supported by Miner’s May 2024 income and expense declaration, which attested to a total of \$336,438 in fees and costs. Miner provided the individual invoices and a chronological index of the fees and costs incurred, broken down by attorney and invoice amount. While Miner’s redactions no doubt limited the court’s ability to conduct a line item review, we cannot say the redactions rendered the invoices insubstantial evidence under the circumstances. As the California Supreme Court has recognized, “in active and ongoing litigation,”

attorney billing invoices may contain privileged information that is protected from disclosure. (*Los Angeles County Bd. of Supervisors v. Superior Court* (2016) 2 Cal.5th 282, 300; see also *People v. Kelly* (2020) 59 Cal.App.5th 1172, 1187 [“ [b]illing entries or portions of invoices *that describe the work performed* for a client . . . fall directly in the “heartland” *protected by the privilege*’ ”].) Thus, while redactions may be inappropriate when seeking postjudgment attorney’s fees, the current circumstances are distinguishable given the ongoing litigation.⁹

Even as redacted, the invoices provided the family court with verification of Miner’s declared total amount of fees and costs incurred and a five-year timeline of their accrual. The record shows that Miner’s counsel generally did not overlap temporally and billed their time by the tenth of the hour without block entries and with some entries being written off or not billed. Additionally, the invoices reflect a distribution of work among partners and associates and do not suggest overstaffing. This information, along with the record of proceedings before the family court,¹⁰ provides

⁹ Of note, California Rules of Court, rule 5.427, which governs attorney’s fee requests under section 2030, does not require submission of billing invoices.

¹⁰ At oral argument, Khym’s counsel suggested it was improper for the family court to have considered its own records without formally taking judicial notice. We are unpersuaded. First, by the time the court ruled, Miner’s request for attorney’s fees had been pending for over a year, during which time the parties filed hundreds of pages of supporting and opposing documents (the record on appeal is almost two thousand pages), including several income and expense declarations, which the court was required to consider in deciding the motion. Second, Judge Cadet had personally presided over the case for six months by the time the parties presented argument and for nine months by the time Miner’s request was decided, which means her decision was hardly based on the “cold record” that Khym claims. Ultimately, the litigation history is just one of many considerations that may be taken into account in assessing the reasonableness of

substantial evidence supporting the court’s express finding “that the fees are reasonable given the complexity in this case.”

Likewise, substantial evidence supports the award of \$50,000 for future attorney’s fees. Miner’s counsel’s declaration provided counsel’s hourly rate and date of admission to the State Bar. Counsel attested to “multiple” “on-going issues of child custody and visitation, child support, and spousal support” and “anticipated that experts and discovery will be necessary to resolve the financial issues.” Counsel estimated it would take “months of preparing, including approximately 250+ hours to prepare for a trial currently set in November 2024.” Thus, given the history of litigation between the parties and fees incurred to date, we conclude substantial evidence supports the court’s decision to award Miner a fifth of his requested \$250,000 in future attorney’s fees.

Since we conclude the billing invoices and declarations constitute substantial evidence, we reject Khym’s argument that the court improperly considered the amount of her attorney’s fees. Unlike prevailing party attorney’s fees, the purpose of section 2030 is to level the playing field. (*A.P. v. K.T.*, *supra*, 89 Cal.App.5th at p. 999.) Accordingly, “the family court may consider all evidence concerning the parties’ current incomes, assets, and abilities,” including a “party’s trial tactics” and “ ‘the respective incomes and needs of the parties.’ ” (*In re Marriage of Sorge* (2012) 202 Cal.App.4th 626, 662, 663 [affirming award of fees where court considered “relative financial circumstances” and made findings about attorney’s fees and costs paid by

section 2030 attorney’s fees. (See *In re Marriage of Sharples* (2014) 223 Cal.App.4th 160, 165 [“In determining what is just and reasonable, ‘the court shall take into consideration the need for the award to enable each party, to the extent practical, to have sufficient financial resources to present the party’s case adequately’ ”].)

both parties]; *In re Marriage of Keech* (1999) 75 Cal.App.4th 860, 867, 869.) Here, we see no error in the court’s consideration of the parties’ respective litigation fees and costs as an overall check on reasonableness of the award or in direct response to Khym’s own claim that Miner engaged in overlitigation.

Similarly, Khym’s cited legal authority is distinguishable. In *In re Marriage of Keech, supra*, 75 Cal.App.4th at page 869, the family court awarded attorney’s fees based on “nothing more than wife’s secondhand comment (albeit in a declaration) about what her latest ‘bill’ stated, and on wife’s counsel’s unsworn representation that she was owed ‘approximately \$35,000.’” Even assuming the wife incurred the asserted fees, the Court of Appeal determined that “the two-volume clerk’s transcript” did not “reflect \$35,000 worth of legal work” and reversed. (*Id.* at pp. 869–870.) Likewise, the family court in *In re Marriage of Cueva* (1978) 86 Cal.App.3d 290, 300, erroneously awarded \$16,000 in attorney’s fees resulting “from a default hearing that consumed perhaps 20 minutes in which no evidence of any kind was submitted to the court concerning the reasonable value of wife’s attorney’s services.” Conversely here, Miner’s declared amount of attorney’s fees and costs is supported by individual invoices, and the register of actions discloses significant work between Khym’s 2018 petition for dissolution and Miner’s 2023 request for attorney’s fees and costs.

Ultimately, the party challenging the sufficiency of the evidence bears a “daunting burden” that Khym has not met here. (*In re Marriage of Higinbotham* (1988) 203 Cal.App.3d 322, 328–329.)

III. Abuse of Discretion

Next, Khym argues the family court abused its discretion by not addressing her claim that Miner “appeared to severely overlitigate the case” and by failing to “determine whether [Miner’s] fees were reasonable, or

whether they included duplicative or unnecessary work.” The record contradicts Khym’s argument on both points.

First, the court addressed Khym’s overlitigation claim and “[did] not credit” it because Khym’s “litigation costs were already far in excess of [Miner’s] as of March 2023, which is when he began acting in pro per.” Second, the court expressly found Miner’s attorney’s fees and costs were “reasonable,” which as discussed above, is supported by substantial evidence.

On appeal, Khym does not explain why these findings are incorrect; rather, she merely repeats the same arguments that she made to the family court. But disagreeing with a lower court’s ruling does not demonstrate an abuse of discretion. (*In re Marriage of Rosevear* (1998) 65 Cal.App.4th 673, 682 [“The showing on appeal is insufficient if it presents a state of facts which simply affords an opportunity for a difference of opinion”].)

Further, as a matter of statutory construction, section 2030 requires three factual findings—whether an award “is appropriate,” whether there is a “disparity in access to funds,” and whether “one party is able to pay” for both parties’ representation—all three of which the family court made here. (§ 2030, subd. (a)(2); *In re Marriage of Morton* (2018) 27 Cal.App.5th 1025, 1050.) To the extent Khym wanted a statement of decision, she does not identify any such request in the record. (*In re Marriage of Ananeh-Firempong* (1990) 219 Cal.App.3d 272, 280 [because husband “did not request a statement of decision on the computation of attorney’s fees, . . . he has waived any right to such a computation”].) Thus, Khym fails to demonstrate the family court abused its discretion.

IV. Trusts

For her final challenge, Khym repeats an argument she made to the family court: According to Khym, she is “merely the beneficiary” of the trusts

and “does not have the authority to make distributions at her whim.” “Therefore,” Khym argues, “to the extent the court considered [her] ability to draw from the Esther Khym 2020 Trust in awarding [Miner] 100% of his retrospective fees, it erred.” Again, merely “reargu[ing] the ‘facts’ ” on appeal is insufficient to demonstrate error. (*In re Marriage of Davenport* (2011) 194 Cal.App.4th 1507, 1531 [rejecting appellant’s attempt “merely to reargue the ‘facts’ as she would have them”].)

Moreover, the court explicitly did not consider Khym’s ability to draw from the principal of the Esther Khym 2020 Trust, stating both at the hearing and in its written order that the court did not consider the trust “in that way.” Rather, citing *Hofer, supra*, 208 Cal.App.4th 454, the court determined that “a party may be ordered to take on debt to pay the other party’s attorneys’ fees and costs.” Indeed, *Hofer* states that nothing “prohibits the trial court from making orders that require a party to borrow money under appropriate circumstances” in awarding section 2030 fees. (*Hofer*, at p. 460.) Khym makes no attempt to distinguish *Hofer* or otherwise argue the family court’s reliance on that case was incorrect. Further, to the extent Khym challenges the family court’s award of 100 percent of Miner’s fees, we see no problem since section 2030 permits the court to award fees in “whatever amount is reasonably necessary.” (§ 2030, subd. (a)(1).) Accordingly, Khym fails to show any error in the family court’s consideration of her trust accounts pursuant to *Hofer*, at page 460.

DISPOSITION

The September 2024 order is affirmed. Miner may recover the costs of appeal. (Cal. Rules of Court, rule 8.278(a)(2).)

DESAUTELS, J.

We concur:

STEWART, P. J.

MILLER, J.

In re Marriage of Khym and Miner (A172209)