

**STATE OF INDIANA
COURT OF APPEALS**



ADAM RAY ROHRIG

Appellant(s),

Cause No. 24A-DR-00217

v.

AMY LYNN ROHRIG

Appellee(s).

CERTIFICATION

STATE OF INDIANA)
) SS:
Court of Appeals)

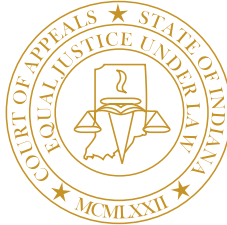
I, Gregory R. Pachmayr, Clerk of the Supreme Court, Court of Appeals and Tax Court of the State of Indiana, certify the above and foregoing to be a true and complete copy of the Opinion of said Court in the above entitled case.

IN WITNESS WHEREOF, I hereto set my hand and affix the seal of THE CLERK of said Court, at the City of Indianapolis, this on this the 27th day of September, 2024.

Gregory R. Pachmayr,
Clerk of the Supreme Court

MEMORANDUM DECISION

Pursuant to Ind. Appellate Rule 65(D), this Memorandum Decision is not binding precedent for any court and may be cited only for persuasive value or to establish res judicata, collateral estoppel, or law of the case.

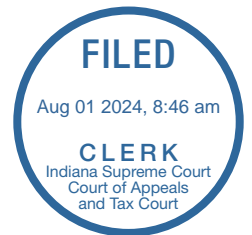


IN THE Court of Appeals of Indiana

Adam Ray Rohrig,
Appellant-Respondent

v.

Amy Lynn Sharp (Rohrig),
Appellee-Plaintiff



August 1, 2024

Court of Appeals Case No.
24A-DR-217

Appeal from the Ripley Circuit Court

The Honorable Sally A. McLaughlin, Special Judge

Trial Court Cause No.
69C01-1310-DR-108

Memorandum Decision by Judge Tavitias
Judges Crone and Bradford concur.

Tavitas, Judge.

Case Summary

- [1] During their dissolution proceedings, Adam Rohrig (“Father”) and Amy Sharp (“Mother”) (collectively “Parents”) entered into a settlement agreement (“Settlement Agreement”) to govern their financial responsibilities for their children’s uninsured medical expenses. The trial court approved the Settlement Agreement and dissolved the marriage. Several years later, a dispute arose regarding the Parents’ financial responsibilities for one of their children’s medical bills. Father argued that Mother was fully responsible for the medical bill under the Settlement Agreement and filed a motion to hold Mother in contempt when Mother failed to pay the full amount of the bill. The trial court denied the motion, and Father now appeals. We find that, even if Mother was responsible for the medical bill under the Settlement Agreement, Mother did not willfully violate the Settlement Agreement. Accordingly, the trial court did not abuse its discretion by denying Father’s contempt motion.

Issue

- [2] Father raises one issue, which we restate as whether the trial court abused its discretion by denying Father’s contempt motion.

Facts

- [3] Father and Mother have two children, Daughter and Son (“the Children”). Father’s and Mother’s marriage was dissolved in November 2014. The dissolution decree incorporated a Settlement Agreement reached between

Father and Mother. The Settlement Agreement provided, in relevant part, as follows:

The Father shall maintain health insurance on the parties' minor children so long as the same is available to him through his employer at a reasonable cost. Each year the Mother shall pay all uninsured medical expenses of the minor children equal to the amount of Father's deductible for each respective year. Uninsured medical expenses on behalf of the minor children in excess of the annual deductible on Father's medical insurance plan shall be equally divided between the parties with each paying fifty percent (50%) thereof. . . .

The parties acknowledge that it is both of their responsibilities to provide medical and dental insurance for the children and may need, from time to time, to review their respective employer provided benefits and further agree that the party with the best coverage at the best financial cost should provide said benefit to the children. A change in benefits, including any increase in the annual deductible associated with the children's medical and dental insurance plans, may require the parties to renegotiate the division of uninsured health expenses for the children. . . .

Appellant's App. Vol. II pp. 10-11. The Settlement Agreement further provided: "No modification or waiver of any of the terms of this Settlement Agreement shall be valid unless in writing and executed with the same formality of this Settlement Agreement and duly filed and approved by the court." *Id.* at 10.

[4] Father initially maintained health insurance for the Children through his employer, and his deductible was \$500; however, several years after the parties'

dissolution, Father changed his employment, and the Children were no longer covered under his insurance plan. Instead, the Children were covered under Mother's insurance plan during this time.

[5] In 2019, Father placed the Children back under his individual insurance plan. In 2020, the Children were added to Mother's new husband's family plan. Father remarried in 2022, and the Children were added to Father's new wife's family plan at some point thereafter.

[6] In January 2023, Daughter went to the emergency room. After contributions from Mother's new husband's and Father's new wife's insurance plans, the uninsured amount due on the medical bill was \$1,362.10. Mother paid \$681.10, just over half of the medical bill. In November 2023, Mother contacted Father and requested that he pay the remaining half of the medical bill. Father claimed that he was not obligated to pay the remaining half under the Settlement Agreement and that Mother was fully responsible for the medical bill. Mother disputed Father's claim and stated, "[O]ur agreement states you pay half." Ex. Vol. I p. 3.

[7] On December 4, 2023, Father filed a petition to hold Mother in contempt for failing to pay the full cost of the medical bill. Father argued that his insurance plan had a \$5,000 family deductible and \$2,500 individual deductible, which were greater than the cost of Daughter's medical bill. He further argued that Mother violated the Settlement Agreement "by refusing to pay uninsured

medical expenses of [Daughter] equal to the amount of Father's deductible . . .
." Appellant's App. Vol. II p. 6.

[8] A special judge was appointed and, on January 22, 2024, a hearing was held on Father's contempt motion. Father testified that he and the Children were insured under his new wife's family insurance plan with the above-mentioned deductibles. Father argued that, under the Settlement Agreement, Mother was required to first pay the full amount of the deductible under Father's new wife's insurance plan, after which time both Parents would equally divide any additional uninsured costs for the Children's healthcare. Father further argued that, because Mother had not paid the full amount of this deductible in 2023, Mother was responsible for the full cost of Daughter's medical bill.

[9] Mother argued that she was only responsible for half of the medical bill under the Settlement Agreement because the Children were covered both by Mother's health insurance, which she maintained through her new husband, and Father's health insurance, which he maintained through his new wife. Mother claimed that, as a result of these circumstances, the Parents had previously agreed that "nobody's paying anybody's deductible, we're just going to split bills," although this arrangement was never reduced to a written agreement. Tr. Vol. II p. 31. Mother argued that splitting bills in this manner reflected her understanding of the Settlement Agreement and that, even if she did violate the Settlement Agreement, she did not "willfully disregard" it. *Id.* at 40. Mother also pointed out that Father's deductible under his new wife's family plan was now

significantly higher than Father's \$500 deductible under his original employer-provided plan.

[10] On January 23, 2024, the trial court issued an order with accompanying findings denying Father's contempt motion. The trial court found that the Settlement Agreement was "not clear how it applied to the 2023 medical bill in dispute." Appellant's App. Vol. II p. 22. The trial court ruled:

The agreement does not specify clearly how medical bills are to be divided as to the division of the deductible amount if [Mother] is carrying the insurance or both parties are. Therefore, the Court finds the provision to be interpreted that if [Mother] is carrying the insurance, the deductible is no longer applicable as to either party unless parties modify the agreement in writing. Both parties shall remain equally responsible for all costs not covered by health insurance.

Id. Father now appeals.

Discussion and Decision

[11] Father argues that Mother was required by the Settlement Agreement to "pay all uninsured medical expenses of [Daughter] up to the amount of Father's deductible each year" and that Mother violated the Settlement Agreement by not paying the full cost of Daughter's medical bill. Appellant's Br. p. 10. Father further argues that the trial court erred by denying his contempt motion because "Mother's refusal to adhere to the terms of the parties' settlement agreement incorporated into the trial court's decree of dissolution was both a

breach of the agreement and willful disobedience of the court's decree.”

Appellant's Br. p. 9. We are not persuaded by these arguments.

I. Standard of Review

[12] Multiple standards of review are applicable in this case. First, when reviewing a trial court's decision regarding a contempt motion, we note that “[t]rial courts maintain considerable discretion in determining whether a party should be found in contempt of court,” and we review the trial court's determination only for an abuse of that discretion. *In re Paternity of B.Y.*, 159 N.E.3d 575, 577 (Ind. 2020). “Appellate judges are not to reweigh the evidence nor reassess witness credibility, and the evidence should be viewed most favorably to the judgment.” *Id.* at 578.

[13] In domestic relations cases such as this, we give strong “deference to the determinations” of our trial court judges. *Hahn-Weisz v. Johnson*, 189 N.E.3d 1136, 1141 (Ind. Ct. App. 2022) (quoting *Best v. Best*, 941 N.E.2d 499, 502 (Ind. 2011)). Because trial court judges are better “enabled to assess credibility and character through both factual testimony and intuitive discernment, our trial judges are in a superior position to ascertain information and apply common sense, particularly in the determination of the best interests of the involved children.” *Id.* (quoting *Best*, 941 N.E.2d at 502).

Additionally, there is a well-established preference in Indiana for granting latitude and deference to our trial judges in family law matters. Appellate courts are in a poor position to look at a cold transcript of the record, and conclude that the trial judge, who saw the witnesses, observed their demeanor, and scrutinized their

testimony as it came from the witness stand, did not properly understand the significance of the evidence. On appeal it is not enough that the evidence might support some other conclusion, but it must positively require the conclusion contended for by appellant before there is a basis for reversal.

Steele-Giri v. Steele, 51 N.E.3d 119, 124 (Ind. 2016) (citations and internal quotations omitted).

- [14] Neither party requested special findings from the trial court under Indiana Trial Rule 52(A), and the trial court entered its findings and conclusions sua sponte. We, thus, review the trial court's order based on the following:

As to the issues covered by the findings, we apply the two-tiered standard of whether the evidence supports the findings, and whether the findings support the judgment.” *In re S.D.*, 2 N.E.3d 1283, 1287 (Ind. 2014). We reverse “the findings only if they are clearly erroneous.” *In re Adoption of I.B.*, 32 N.E.3d 1164, 1169 (Ind. 2015). We review any remaining issues under the general judgment standard, under which we will affirm the judgment “if it can be sustained on any legal theory supported by the evidence.” *S.D.*, 2 N.E.3d at 1287. We neither reweigh the evidence nor judge the credibility of the witnesses, and we review the trial court's legal conclusions de novo. *Perkinson v. Perkinson*, 989 N.E.2d 758, 761 (Ind. 2013).

Hahn-Weisz, 189 N.E.3d at 1141.

- [15] Furthermore, because the trial court denied Father's contempt motion, Father appeals from a negative judgment. “In such circumstances, we will reverse the judgment only if it is contrary to law—where the evidence leads to but one conclusion and the trial court reached the opposite conclusion.” *G.G.B.W. v.*

S.W., 80 N.E.3d 264, 269 (Ind. Ct. App. 2017) (citing *Comm’r, Dep’t of Env’t Mgmt. v. RLG, Inc.*, 755 N.E.2d 556, 559 (Ind. 2001)), *trans. denied*.

[16] Lastly, we note that Mother did not file an Appellee’s Brief in this matter. Under these circumstances, we “need not develop an argument” for Mother “but instead will reverse the trial court’s judgment if the appellant’s brief presents a case of prima facie error.” *Salyer v. Washington Regular Baptist Church Cemetery*, 141 N.E.3d 384, 386 (Ind. 2020). “Prima facie error in this context means ‘at first sight, on first appearance, or on the face of it.’” *Id.* This less stringent standard of review “relieves [us] of the burden of controverting arguments advanced in favor of reversal where that burden properly rests with the appellee.” *Jenkins v. Jenkins*, 17 N.E.3d 350, 352 (Ind. Ct. App. 2014) (citing *Wright v. Wright*, 782 N.E.2d 363, 366 (Ind. Ct. App. 2002)). We are obligated, however, to correctly apply the law to the facts in the record to determine whether reversal is required. *Id.* (citing *Trinity Homes, LLC v. Fang*, 848 N.E.2d 1065, 1068 (Ind. 2006)).

II. Contempt

[17] “Contempt of court generally involves disobedience of a court or court order that undermines the court’s authority, justice, and dignity.” *B.Y.*, 159 N.E.3d at 579. There are two kinds of contempt: direct contempt and indirect contempt. *Reynolds v. Reynolds*, 64 N.E.3d 829, 832 (Ind. 2016). Only indirect contempt is at issue here. Indirect contempt “involves those acts committed outside the presence of the court which nevertheless tend to interrupt, obstruct, embarrass or prevent the due administration of justice.” *Id.* (internal quotations omitted).

Indiana Code Section 34-47-3-1 governs indirect contempt findings based on the disobedience of a court order and provides:

A person who is guilty of any willful disobedience of any process, or any order lawfully issued:

(1) by any court of record, or by the proper officer of the court;

(2) under the authority of law, or the direction of the court; and

(3) after the process or order has been served upon the person;

is guilty of an indirect contempt of the court that issued the process or order.

Similarly, Indiana Code Section 34-47-3-2 provides that “[a] person who willfully resists, hinders, or delays the execution of any lawful process, or order of any court of record is guilty of an indirect contempt of court.”¹

III. The trial court did not abuse its discretion by denying Father’s contempt motion.

[18] Father argues that Mother should be held in contempt because she violated the Settlement Agreement incorporated into the divorce decree. The trial court

¹ Neither Father nor the trial court identified which of these two provisions governs Father’s contempt petition.

denied Father's contempt motion because the trial court interpreted the Settlement Agreement to be unclear regarding the Parents' financial responsibility for Daughter's medical bill. We agree with the trial court that the Settlement Agreement is not a model of clarity. Moreover, even if Mother did violate the Settlement Agreement, the record contains evidence that her violation was not willful so as to justify a contempt finding.

[19] First, the Settlement Agreement does not clearly spell out the Parents' responsibilities toward Daughter's medical bill here. Although the Settlement Agreement principally required Father to maintain insurance for the Children through his employer and Mother to pay the Children's uninsured healthcare expenses up to Father's deductible, the Settlement Agreement also provided that it was "both" Parents' obligation to provide health insurance and that the Parents could change this arrangement if their financial circumstances changed. Additionally, Father was now maintaining insurance through his new wife's family plan under a much higher deductible than under his previous employer-provided plan. Appellant's App. Vol. II p. 11. The Settlement Agreement, thus, is not entirely clear regarding the instant circumstances. We also note that the Parents orally agreed to split the Children's uninsured healthcare expenses after they both began maintaining insurance for the Children, and this arrangement lasted until Daughter's medical bill here.

[20] Moreover, even if Mother did violate the Settlement Agreement, we are not persuaded that any violation would have been willful. Discussing the

requirement that a person's conduct be willful for the person to be held in contempt, this Court has explained:

[T]o be held in contempt for failing to comply with a court order, a party must have willfully disobeyed the order. The order must have been so clear and certain that there could be no question as to what the party must do, or not do, and so there could be no question regarding whether the order is violated. A party may not be held in contempt for failing to comply with an ambiguous or indefinite order . . . otherwise, a party could be held in contempt for obeying an ambiguous order in good faith.

Ferrill v. Ferrill, 143 N.E.3d 350, 357 (Ind. Ct. App. 2020) (quoting *Bandini v. Bandini*, 935 N.E.2d 253, 264-65 (Ind. Ct. App. 2010)); accord *City of Gary v. Major*, 822 N.E.2d 165, 170 (Ind. 2005).

[21] Here, Father was originally the only parent maintaining insurance for the Children. According to Mother, however, when both Parents began maintaining insurance for the Children, the Parents arranged to split the Children's uninsured medical expenses. Although the Parents did not reduce this arrangement to writing in accordance with the Settlement Agreement, the Parents followed this arrangement until Daughter's medical bill here, and Mother testified that this arrangement was consistent with her understanding of the Settlement Agreement.

[22] Under these circumstances, we are not persuaded that Mother's failure to pay the entire bill amounts to a willful violation of the Settlement Agreement. *Cf. Ferrill*, 143 N.E.3d at 357 (holding that father could not be held in contempt for

failing to make payments to wife when the settlement agreement lacked “clarity” regarding father’s obligations under the circumstances). Father has not shown prima facie error in the trial court’s ruling. Accordingly, we cannot say that the trial court abused its discretion by declining to hold Mother in contempt.

Conclusion

[23] The trial court did not abuse its discretion by denying Father’s motion to hold Mother in contempt. Accordingly, we affirm.

[24] Affirmed.

Crone, J., and Bradford, J., concur.

ATTORNEYS FOR APPELLANT

Bryan L. Ciyou
Ciyou & Associates, P.C.
Indianapolis, Indiana

Anne M. Lowe
Fugate Gangstad Lowe, LLC
Carmel, Indiana