**STATE OF INDIANA**
**COURT OF APPEALS**

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|---|---|---|
| LAUREN YEAZELL | Appellant(s), | Cause No. 24A-DC-01018 |
| v. | | |
| ERIC ROBERTS | 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 8th day of May, 2025.

Gregory R. Pachmayr,
Clerk of the Supreme Court

# MEMORANDUM DECISION



IN THE
# Court of Appeals of Indiana



Lauren Yeazell,
*Appellant-Respondent*

v.

Eric Roberts,
*Appellee-Petitioner*

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March 12, 2025

Court of Appeals Case No.
24A-DC-1018

Appeal from the Hamilton Superior Court

The Honorable Stephenie K. Gookins, Judge

Trial Court Cause No.
29D06-2302-DC-1135

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**Memorandum Decision by Judge Foley**
Judges Bailey and Bradford concur.

**Foley, Judge.**

[1] Lauren Yeazell ("Mother") appeals from the denial of her petition for modification of custody and support of the children she shares with Eric Roberts ("Father"). Mother raises the following restated issues for our review:

I. Whether the trial court abused its discretion when it denied her motion to modify legal custody;

II. Whether it was an abuse of discretion for the trial court to deny her motion to modify the terms of the settlement agreement regarding school enrollment for the children; and

III. Whether the trial court erred when it denied Mother's motion to modify child support.

[2] We affirm.

## Facts and Procedural History

[3] Mother and Father married on December 9, 2017, and separated on February 6, 2023. There were three children born during the marriage, Ch.R., born in 2019, and twins Ca.R. and P.R., born in 2020 (together, "the Children"). At the time of the appealed order, Ch.R. was five years old, and the twins were four years old. The parties' marriage was dissolved by a final decree issued on July 21, 2023, which incorporated their Mediated Final Settlement Agreement ("the Mediated Agreement"). Under the Mediated Agreement, Mother and Father agreed to share joint legal custody with a two-two-three parenting time

schedule. The Mediated Agreement granted Mother the marital residence in Indianapolis and Father the parties' Florida residence and his post-filing purchased home.

[4] As to child support, the Mediated Agreement provided that neither parent would pay child support initially and that a determination of child support would be subject to a year-end "true-up," and each would cover fifty percent of agreed-upon extracurricular activities. Appellant's App. Vol. II pp. 28–29. The year-end true-up would utilize an attached worksheet, "with Mother paying the controlled expenses, but adjusting for . . . income, work related day care incurred by Mother and Father[,] and the actual health, dental[,] and vision insurance paid." *Id.* at 29. The parties would also "true up the respective shares of pre-school expenses, extracurricular expenses, and medical expenses." *Id*. Father agreed to pay Mother $4,315.21 for past child-related expenses owed under the preliminary support order previously entered in the matter. The parties also agreed that the Children would attend Children's Circle Preschool at Second Presbyterian Church for the 2023–2024 school year, with the parents equally dividing the cost, and that the Children would transition to St. Luke Catholic School ("St. Luke") beginning in kindergarten, with Mother paying the tuition and fees at St. Luke. On October 6, 2023, Mother filed a request to appoint a parenting coordinator, and the trial court granted this request and appointed a parenting coordinator on November 13, 2023.

[5] On October 31, 2023, an incident occurred in front of the Children during a parenting exchange at Father's home. Mother arrived early to pick up the

children, which agitated Father. According to Mother, Father called her derogatory names in front of the Children, punched her in the cheek, pulled her ponytail, which caused her to fall while holding Ca.R., then kicked Mother's legs while she was on the ground. Father denied punching and kicking Mother but admitted to pulling her ponytail. Mother recorded audio of the incident, and a scuffle between Mother and Father can be heard. Joint Ex. 1. After leaving Father's house, Mother can be heard questioning the Children in the car about the incident and telling the Children that Father is "a bad guy." *Id.* Both parties called the police, and the incident led to criminal charges against Father and the issuance of no contact orders protecting Mother and the Children.

[6] On December 21, 2023, Mother filed a petition to modify custody, citing the October 31 incident and the no contact orders. Mother alleged that, because of the no contact orders that were in place, there had been a substantial and continuing change of circumstances regarding the Mediated Agreement. She requested sole legal and physical custody and sought modification of child support in light of the fact that Father was not exercising parenting time due to the no contact orders. On January 25, 2024, Mother filed a petition to modify the Children's school enrollment, expressing concerns about space availability at St. Luke for the twins and her need to relocate closer to her new job in Anderson, Indiana. She also requested a modification of how the school-related expenses would be paid. Father requested findings of fact and conclusions of law under Trial Rule 52(A).

[7] On February 29, 2024, a hearing was held concerning all of the pending motions. On the day prior to the hearing, Mother emailed the parenting coordinator and stated that Mother would no longer be needing the parenting coordinator's services due to her request for primary physical custody. At the hearing, evidence was heard that Mother is a physician and had changed employment since the dissolution decree. Mother voluntarily left her prior employer, who was also located in Anderson, in order to avoid being terminated after she committed a HIPAA violation associated with Father's medical records. Evidence was presented that Mother's new employer required her to have on-call hours and be within thirty minutes of the hospital during that time. Mother's residence at the time of the hearing did not allow her to be within thirty minutes of her employment, and she testified that she wanted to relocate. However, at the time of the hearing, Mother had not filed any notice of her intent to relocate. Prior to the hearing, to be compliant with the requirement of being within thirty minutes, Mother had stayed at the hospital to meet the on-call requirement.

[8] Mother testified that she wanted to modify the Children's school enrollment because she planned on moving closer to her new employment, and St. Luke would no longer be the most sensible school arrangement. She also expressed concern that the twins would not be able to attend St. Luke due to space limitations and priority for attendance being given to parishioners. Mother asked the trial court to remove the provision requiring the children to attend St.

Luke from the Mediated Agreement to allow her to select other available schooling options for the Children, starting in August 2024.

[9] At the hearing, Mother testified about the incident that occurred on October 31 between her and Father, and the no contact orders in place due to the criminal charges pending against Father. The no contact orders had been in place for several months at the time of the hearing, and therefore, Father had not seen the Children during that period of time and was unable to exercise his parenting time. Also, at the hearing, Father waived his Fifth Amendment privilege against self-incrimination and testified about his version of the events on October 31.

[10] On April 19, 2024, the trial court issued its order denying Mother's petitions to modify custody, school enrollment, and child support. Mother now appeals.

## Discussion and Decision

[11] Determinations regarding modifications of child custody, parenting time, and child support are all reviewed for abuse of discretion. *Miller v. Carpenter*, 965 N.E.2d 104, 108 (Ind. Ct. App. 2012). "There is a well-established preference in Indiana for granting significant latitude and deference to our trial judges in family law matters." *McDaniel v. McDaniel*, 150 N.E.3d 282, 288 (Ind. Ct. App. 2020) (citing *Steele-Giri v. Steele*, 51 N.E.3d 119, 124 (Ind. 2016)), *trans. denied*. 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." *Kirk v. Kirk*, 770 N.E.2d 304, 307 (Ind. 2002). Therefore, on appeal we will not "reweigh the evidence nor reassess witness credibility, and the evidence should be viewed most favorably to the judgment." *Best v. Best*, 941 N.E.2d 499, 502 (Ind. 2011). We will reverse the trial court's custody determination only if the decision is "clearly against the logic and effect of the facts and circumstances or the reasonable inferences drawn therefrom." *McDaniel*, 150 N.E.3d at 288 (quoting *In re Paternity of C.S.*, 964 N.E.2d 879, 883 (Ind. Ct. App. 2012), *trans. denied*). "[I]t 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." *Kirk*, 770 N.E.2d at 307.

[12] Here, the trial court made findings of fact and conclusions of law in its order denying Mother's modification petition. Pursuant to Indiana Trial Rule 52(A), we do not "set aside the findings or judgment unless clearly erroneous, and due regard shall be given to the opportunity of the trial court to judge the credibility of witnesses." Factual findings are only clearly erroneous where there is no support for them in the record, either directly or by inference; a judgment is only clearly erroneous when it applies an improper legal standard to proper facts. *Johnson v. Johnson*, 999 N.E.2d 56, 59 (Ind. 2013). In either case, we must be left with the firm conviction that a mistake has been made. *Id.*

## I. Modification of Legal Custody

[13] Mother initially argues that the trial court abused its discretion when it denied her petition to modify legal custody of the Children. Indiana Code section 31-17-2-21 provides that a trial court may not modify an existing custody order unless (1) the modification is in the best interests of the child, and (2) there has been a substantial change in one or more statutory factors that are outlined in Indiana Code Section 31-17-2-8. Those factors are:

> (1) The age and sex of the child.
>
> (2) The wishes of the child's parent or parents.
>
> (3) The wishes of the child, with more consideration given to the child's wishes if the child is at least fourteen (14) years of age.
>
> (4) The interaction and interrelationship of the child with:
>
> > (A) the child's parent or parents;
> >
> > (B) the child's sibling; and
> >
> > (C) any other person who may significantly affect the child's best interests.
>
> (5) The child's adjustment to the child's:
>
> > (A) home;
> >
> > (B) school; and

(C) community.

(6) The mental and physical health of all individuals involved.

(7) Evidence of a pattern of domestic or family violence by either parent.

(8) Evidence that the child has been cared for by a de facto custodian . . . .

Ind. Code § 31-17-2-8. The party seeking modification of a custody order bears the burden of demonstrating that the existing custody should be altered. *Steele-Giri*, 51 N.E.3d at 124.

[14] Although Mother's original petition to modify requested both a modification in physical and legal custody, she only appeals the trial court's denial to modify legal custody. Regarding legal custody, "[a]s with modifications of physical custody, a trial court may not modify legal custody unless (1) the modification is in the best interests of the child and (2) there is a substantial change in one or more of the factors that the court may consider under Indiana Code section 31-17-2-8 when it originally determines custody." *Julie C. v. Andrew C.*, 924 N.E.2d 1249, 1259 (Ind. Ct. App. 2010); *see also* I.C. § 31-17-2-13. In addition, the trial court must also consider the factors listed in Indiana Code section 31-17-2-15, which provides:

> In determining whether an award of joint legal custody under section 13 of this chapter would be in the best interest of the child, the court shall consider it a matter of primary, but not

> determinative, importance that the persons awarded joint custody have agreed to an award of joint legal custody. The court shall also consider:
>
> (1) the fitness and suitability of each of the persons awarded joint custody;
>
> (2) whether the persons awarded joint custody are willing and able to communicate and cooperate in advancing the child's welfare;
>
> (3) the wishes of the child, with more consideration given to the child's wishes if the child is at least fourteen (14) years of age;
>
> (4) whether the child has established a close and beneficial relationship with both of the persons awarded joint custody;
>
> (5) whether the persons awarded joint custody:
>
> (A) live in close proximity to each other; and
>
> (B) plan to continue to do so; and
>
> (6) the nature of the physical and emotional environment in the home of each of the persons awarded joint custody.

[15] "Particularly germane to whether joint legal custody should be modified is 'whether the persons awarded joint custody are willing and able to communicate and cooperate in advancing the child's welfare.'" *Julie C.*, 924 N.E.2d at 1260 (quoting I.C. § 31-17-2-15(2)). That issue requires "a very fact-sensitive determination, necessarily requiring the weighing of evidence and

judging the credibility of witnesses, functions that rested exclusively with the trial court." *Carmichael v. Siegel*, 754 N.E.2d 619, 635–36 (Ind. Ct. App. 2001).

[16] Looking at the evidence most favorable to the trial court's judgment, Mother and Father agreed to joint legal custody in the Meditated Agreement that was filed with the court in July 2023, and Mother filed her motion to modify seven months later. From the evidence, it is clear that both Mother and Father love the Children and have a close bond with them. Mother and Father lived geographically close to one another, and even if Mother relocates in the future as she testified, they would still be geographically close. At the time of the hearing, a parenting coordinator had been appointed who was to make recommendations and work to resolve conflicts between the parents involving basic parenting issues and assist in "strategies for enforcing any shared parenting plan and contact/parenting time schedule, for minimizing child-related conflicts between the parties, and for eliminating unproductive or harmful behavior patterns by one or both parents." Appellant's App. Vol. II p. 41.

[17] Evidence was also heard regarding the October 31 incident, which the trial court characterized as "an unfortunate and harmful event." *Id*. at 84. In its order, the trial court specifically found that, "Neither party's conduct was justified on [October 31] and appeared to be the culmination of much aggression and anger by both parents towards one another." *Id*. During the incident, the Children witnessed an argument between Mother and Father where both parties raised their voices, Mother stated she hated paternal

grandmother, and Father cursed at Mother and pulled her ponytail. Afterward, Mother told the Children that Father was a "bad guy." Joint Ex. 1. The trial court found this incident detrimental to the Children's well-being but found that most of the facts of the incident were in dispute, and Mother's action of approaching Father's house on that date, which was different from any other parenting exchange, to be suspicious. As a result of the October 31 incident, Father was facing criminal charges, which were still pending at the time of the hearing, and no contact orders were in place such that Father could not have contact with Mother or the Children. There was no testimony as to how long such orders would be in place, but the trial court found that, as a result of the orders, Mother was acting as the sole custodial parent, which was "not a long-term solution that is in the best interests of the [C]hildren." *Id*. at 87.

[18] Mother's appellate arguments do not identify or explain any substantial change in any of the statutory factors set forth in Indiana Code sections 31-17-2-8 or 31-17-2-15, which are to be considered when modifying legal custody. She makes no contentions regarding the fitness or suitability of the parents, the relationship of the Children with each parent, proximity of their respective residences, or the physical and emotional environments in each parent's home. *See* I.C. § 31-17-2-15. Mother does assert that "she could not reach important decisions regarding the [C]hildren with Father due to his inappropriate and hostile behavior," but she does not elaborate on particular important decisions that she and Father have been unable to reach. Appellant's Br. p. 18. Nor does Mother assert that she or Father were unwilling to collaborate. At one point, Mother argues that

the presence of the no contact orders was a clear indication of a substantial change in circumstances that justified modifying legal custody; however, as the trial court pointed out in its order, the current arrangements were not designed to be long term, and while they were in place, Mother was essentially acting as the sole custodial parent at the time of the hearing, an arrangement the trial court expressly found was not in the Children's best interests. In light of Mother's failure to identify concrete circumstances regarding how she and Father were unable and unwilling to effectively communicate regarding the Children, particularly in light of the fact that a parenting coordinator had been appointed to assist in making recommendations and help to resolve conflicts between the parents as to basic parenting issues, Mother has not established that a modification of legal custody would be in the Children's best interests.

[19] To the extent Mother references and relies on her own testimony regarding what she characterizes as Father's poor judgment in caring for the Children, we note that Father's testimony refuted Mother's, and the trial court apparently did not find Mother's assertions to be credible as the court did not reference those assertions in its findings and conclusions. We grant latitude and deference to our trial judges in family law matters because 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. *Steele-Giri*, 51 N.E.3d at 124. Here, the trial court was able to observe the witnesses and scrutinize their testimony and then make

a determination on what evidence it deemed to be pertinent and credible. The trial court was within its authority to do so, and we do not second-guess the trial court's determinations. Mother's arguments are simply a request for this court to reweigh the evidence and reassess the credibility of the witnesses, which we do not do on appeal. *Id*. We, therefore, conclude that Mother has failed to convince us that the trial court abused its discretion in denying her motion to modify legal custody.

## II. Modification of School Enrollment

[20] Mother next argues that the trial court abused its discretion when it denied her petition to modify the section of the Mediated Agreement that required the Children to enroll at St. Luke upon entering kindergarten. With regard to the Children's schooling arrangements, Mother focuses on evidence that (1) the twins may not be able to attend St. Luke in the future due to space availability and parishioners getting preference in enrollment and (2) the fact that her new employer requires her to be within a thirty-minute drive from the surgical center when she is on call, which would require her to move further from St. Luke. Mother claims this was evidence of substantial changes in circumstances such that modifying the Children's school enrollment was in their best interests. Mother also contends that it was error for the trial court to deny her request to modify the school-related contributions to require Father to pay for a portion of the school-related expenses because she had a change in her financial circumstances.

[21] Settlement agreements involving the care of children should not be treated as a typical contract. *Moell v. Moell*, 84 N.E.3d 741, 744 (Ind. Ct. App. 2017). The primary concern of the parties and the trial court should always be the welfare of the children, and courts are permitted to adjust the terms of such agreements when circumstances change or when it becomes apparent that adhering rigidly to the original terms is no longer in the children's best interests. *Id.* Additionally, we will only set aside an order modifying or declining to modify if clearly erroneous. *Bogner v. Bogner*, 29 N.E.3d 733, 738 (Ind. 2015). A judgment is clearly erroneous when a review of the record leaves us with a firm conviction that a mistake was made. *Fowler v. Perry*, 830 N.E.2d 97, 102 (Ind. Ct. App. 2005).

[22] Here, Mother filed her petition to modify the requirement in the Mediated Agreement that the Children enroll at St. Luke beginning in kindergarten, citing her concern that although the older child would be able to attend the school, the twins may not be able to enroll due to the fact that St. Luke gives priority for enrollment to parishioners and Catholic students, which the Children are neither. However, Mother's concerns are speculative, as such a situation did not yet exist at the time of the hearing, and there was no proof that it would actually come to fruition. Additionally, Mother and Father were aware of St. Luke's preferences for enrollment at the time they entered into the Mediated Agreement.

[23] Mother also argued that St. Luke was an unreasonable school option because her change in employment required her to move closer to Anderson and further

away from the school. While the trial court acknowledged that the distance requirement of Mother's new employment was a change, the trial court found that Mother had chosen the new employment, she had voluntarily left her prior employment after her HIPAA violation, and she had been able to comply with the on-call requirement prior to the hearing by staying at the hospital when on call. Mother did not present specific information on how the move would affect the Children, particularly how often she was on call, the duration of the shifts, and how many days each on-call shift lasted. Mother also presented no evidence that she could not maintain compliance with her employment requirements and have the children remain enrolled as agreed in the Mediated Agreement. Additionally, though Mother testified that she would need to move within six months of the hearing date to accommodate her new employment requirements, there was no evidence that she had placed her residence on the market or any evidence of where she actually planned to move or when she planned to relocate. Further, at the time of the hearing, Mother had not filed a notice of intent to relocate. Based on the foregoing, the trial court did not clearly err in concluding there was no substantial change in the circumstances since the Mediated Agreement to justify modifying the Children's school enrollment requirement.

[24] As to Mother's argument that the trial court erred in not modifying the school-related financial contributions, both on appeal and at the hearing, she stated that her economic circumstances had changed but did not point to any evidence of how her economic circumstances had substantially changed since the

Mediated Agreement was agreed to in July 2023. Although Mother gave general testimony about a change in income, she did not submit to the trial court any documents reflecting her income at the time of the hearing or how it had changed since the Mediated Agreement. Further, she did not submit a financial declaration form with the trial court, which is required by Hamilton County Local Rule LR 29-FL00-402 in all cases involving child support in family law cases, including both new filings and modifications. Thus, Mother did not establish any substantial change in her economic circumstances such that the terms of the Mediated Agreement were unreasonable.

[25] We, therefore, conclude that the trial court did not err when it denied Mother's petition to both modify the Children's school enrollment requirement and the related financial contributions.

## III. Modification of Child Support

[26] Lastly, Mother contends that the trial court erred when it denied her petition to modify child support to order that Father pay child support in light of the fact that he was not exercising his parenting time because of the no contact orders. Modification of a child support order requires a showing of "changed circumstances so substantial and continuing as to make the terms unreasonable." I.C. § 31-16-8-1(b)(1). "Upon the review of a modification order, 'only evidence and reasonable inferences favorable to the judgment are considered.'" *Bogner*, 29 N.E.3d at 738 (quoting *Kinsey v. Kinsey*, 640 N.E.2d 42, 44 (Ind. 1994)). The order will only be set aside if clearly erroneous. *Id.* A

judgment is clearly erroneous when a review of the record leaves us with a firm conviction that a mistake was made. *Fowler*, 830 N.E.2d at 102.

[27] In her petition to modify child support, Mother alleged that, because Father was not exercising any overnights with the Children due to the no contact orders, Father's child support obligation should be modified. In the Mediated Agreement, Mother and Father agreed that neither parent would pay child support at that time, subject to a "true up" at the end of each year, where financial information and expenses would be exchanged by June 15 in order to determine any amount owed by each parent. Appellant's App. Vol. II pp. 28–29. At the time of the "true up," an amount of weekly support would be determined and would apply subject to a "true up" the following year. *Id*. at 29. Therefore, the "true up" for 2023 was not required to be calculated until June 15, 2024. At the time of the Mediated Agreement, Mother and Father were sharing joint physical custody with a two-two-three parenting time schedule. However, beginning in November 2023, Father was no longer able to exercise his parenting time due to the no contact orders that were in place.

[28] Mother is correct that the Indiana Child Support Guidelines state that credits should be awarded for the number of overnights each year that the children spend with the non-custodial parent. *See* Ind. Child Support Guidelines 6. Mother is also correct that, at the time of the hearing, Father was not exercising his parenting time and had not done so since sometime in late November due to the no contact orders. However, there was no evidence presented as to how long the no contact orders would be in place, and at the time of the hearing, it

had only been approximately three months since Father had exercised his parenting time with the Children. Additionally, our Supreme Court has held that awarding parenting credit for overnights is not mandatory "[g]iven the indefinite nature of when an overnight truly shifts the financial burden from one parent to the other." *Bogner*, 29 N.E.3d at 743. Further, in the Mediated Agreement, the parties agreed that neither parent would pay child support at that time, subject to a "true up" at the end of each year, where, by June 15, Mother and Father would exchange financial information and the expenses paid for the Children to determine any amount owed by either parent and to calculate an amount of weekly support to apply until the next "true up." Because the time for the first annual "true up" was still months away and it is unknown how long the no contact orders will be in place, Mother has not shown "changed circumstances so substantial and continuing as to make the terms [of the Mediate Agreement] unreasonable." *See* I.C. § 31-16-8-1(b)(1). Further, there exists an avenue through which Mother can seek reimbursement of any amount she may be owed due to Father not exercising his overnights at the time of the "true up." Mother and Father agreed to the terms in the Mediated Agreement, which contains the "true up" provision, at which time a weekly support amount can be calculated. We, therefore, conclude that Mother has not shown that the trial court erred when it denied her petition to modify child support.

## Conclusion

[29] Mother has not established that the trial court abused its discretion when it denied her motion to modify legal custody and her motion to modify the Children's school enrollment. Likewise, we conclude that the trial court did not err when it denied Mother's petition to modify both Father's school-related contributions and child support.

[30] Affirmed.

Bailey, J. and Bradford, J., concur.

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