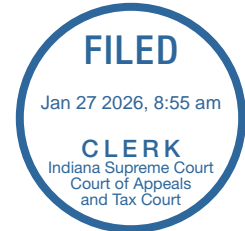
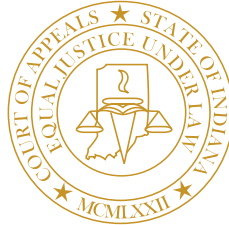


MEMORANDUM DECISION

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 Appellate Rule 65(D), this Memorandum Decision is not binding precedent for any court and may be cited only for persuasive value or to establish res judicata, collateral estoppel, or law of the case.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

Jeri L. Knox,
Appellant-Defendant

v.

Winnie J. Walker, Trustee of the
Frank R. Walker and Winnie J. Walker Living Trust,
Appellee-Plaintiff

January 27, 2026

Court of Appeals Case No.
25A-CT-1022

Appeal from the Putnam Circuit Court
The Honorable Matthew Headley, Judge

Trial Court Cause No.
67C01-2212-CT-663

Memorandum Decision by Judge DeBoer
Judges Bradford and Weissmann concur.

DeBoer, Judge.

Case Summary

- [1] This appeal arises from a partition action and related claims for damages between a mother and her adult daughter over ownership of an Indiana home.¹ After the mother sold a residence titled in her name, she used the proceeds to acquire a second home in Greencastle. The daughter asserted an ownership interest in both properties—not because she contributed to their purchase price, but because she claimed to have accrued “equity” in them, including by paying for shared living expenses.
- [2] Following a three-day bench trial, the trial court rejected the daughter’s ownership theory. The court found that the daughter had used her position of trust to overstate her contributions and stake in the properties. On appeal, the daughter argues that the court improperly discounted her evidence and credited the mother’s. Finding no error, we affirm.

Facts and Procedural History

- [3] Winnie is the eighty-one-year-old surviving spouse of Frank Walker and trustee of The Frank R. Walker and Winnie J. Walker Living Trust (Living Trust). In

¹ Winnie Walker brought her amended complaint for partition and damages in her individual capacity and as trustee of The Frank R. Walker and Winnie J. Walker Living Trust. The trial court’s April 22, 2025 appealed order noted this but did not distinguish between these capacities in entering “judgment in favor of Plaintiff and against Defendant” for fraudulent misrepresentation, undue influence, and slander of title. Appellant’s Appendix Vol. 2 at 231-32. For simplicity, we use “Winnie” throughout this opinion when referencing the plaintiff/appellee.

2018, Winnie and her daughter, Jeri Knox, moved to Oregon to help care for Winnie's older sister, Juanita. The sisters purchased a shared home (the Oregon Home) from a neighbor for \$375,000 and titled the property in Winnie's name because Juanita believed she would predecease Winnie and intended for Winnie to receive her assets.²

[4] After the three women moved into the Oregon Home, Jeri, who held an accounting degree, assumed responsibility for managing household finances. She was primarily in charge of purchasing groceries and allocated shared expenses among the three women. She tracked these amounts in monthly Microsoft Excel spreadsheets that she periodically shared with Winnie and Juanita. In any given month, the spreadsheets generally contained entries for their shared expenses, any purchases made on behalf of only one other household member, the payments each had made, and the debts each had accrued. However, at the eventual trial in this matter, Jeri conceded that her calculations contained errors, and the trial court found the spreadsheets were "almost impossible to follow[.]" Appellant's Appendix Vol. 2 at 216. Winnie testified that she did not understand "how those expenses were [] categorized[,] [] what the numbers meant[,] or the formula Jeri used to come to the amounts owed. Transcript Vol. 2 at 156.

² Although proceeds from the eventual sale of the Oregon Home were used to purchase the home at issue in Indiana, the case was litigated in the trial court and briefed on appeal under Indiana law, and we proceed on that same basis.

[5] Jeri would “get quite upset” if Winnie and Juanita questioned her calculations regarding “who owed who what.” *Id.* at 152. Winnie became “afraid to ask questions” about the spreadsheets because Jeri “raise[d] her voice” and became “totally disgusted” if the older women did not understand her calculations. *Id.* at 157.

[6] In January 2019, after less than three months of living in the Oregon Home, Jeri prepared a document titled “Note of Ownership” (First Note of Ownership), which purported to grant her equity in the home based on the expenses she had tracked. The document provided there were “[m]ultiple [o]wners” of the Oregon Home—Juanita (55.89%), Winnie as trustee of the Living Trust (35.96%), and Jeri (8.15%). Exhibits Vol. 5 at 148. Winnie did not understand the document, but Jeri told her “that that was the way it [was.]” Tr. Vol. 2 at 165. In February, Winnie conveyed the Oregon Home to her Living Trust, and the next day all three women signed the First Note of Ownership, which was later notarized. At trial, when asked to explain how she had acquired such a sizeable ownership interest so quickly, Jeri was unable to do so and suggested that she might have made payments to the sisters “outside of [the documented] expenses[.]” Tr. Vol. 4 at 37.

[7] Later that year, in August 2019, Winnie executed a restated trust with the assistance of Jeri and an attorney. Article 8.2 of the restated trust provided that ownership of the Oregon Home was subject to “the most recently signed, notarized ‘Note of Ownership’ agreement in effect at the time of [Winnie’s] death.” Ex. Vol. 5 at 158. At trial, Winnie testified that she did not recall

requesting that provision. That same day, Winnie executed a durable power of attorney appointing Jeri as her attorney in fact, which granted Jeri authority to make real estate transactions on her behalf. Jeri testified that she was unaware of the appointment at the time and claimed that she never exercised those powers.

[8] By the summer of 2020, the relationship among the three women had deteriorated and Juanita moved to an assisted living facility. Around that time, Jeri prepared an updated “Note of Ownership” (Second Note of Ownership), which she and Winnie signed and had notarized in July. Juanita did not sign the document, which increased Jeri’s ownership share to 13.22% and reduced Juanita’s share to 52.95% and the Living Trust’s to 33.84%.

[9] During the time Jeri was asserting an ownership interest in the Oregon Home, she was also a party to divorce proceedings in Indiana. In August 2020, she filed an inventory of assets and debts that did not disclose any interest in the Oregon Home. A few days later, she entered into a property settlement agreement in which she represented that she had fully disclosed her assets and acknowledged that her failure to do so would constitute fraud. Addressing this omission at the trial in this case, Jeri testified that she and her husband made informal arrangements regarding some property during their dissolution proceedings.

[10] As time went on, Winnie began to feel morally obligated to financially assist Juanita, who had contributed significantly to the Oregon Home purchase but

had since moved into an expensive assisted living facility. In April 2021, Winnie and Jeri applied for a home equity line of credit (HELOC) secured by the Oregon Home, the proceeds of which Winnie intended to use to help Juanita pay for assisted living. Jeri, however, seemingly selected the loan amount based on her belief that she and Winnie each owed Juanita certain sums to buy out her remaining interest in the Oregon Home. After Winnie received the HELOC funds, she made two separate transfers to Juanita in amounts corresponding to Jeri's calculations of what they each owed Juanita. Shortly thereafter, Winnie took out a second HELOC with a lower interest rate and paid off the first loan.

[11] In early 2022, Winnie decided to move back to Indiana to be closer to family. On February 1 of that year, she sold the Oregon Home with Jeri's assistance for \$625,000. After the second HELOC was paid off, Winnie used a portion of the proceeds to purchase a home in Greencastle, Indiana (the Greencastle Home). The remaining proceeds (approximately \$142,225) were deposited into Winnie's bank account. At that point, Winnie "understood from all Jeri's calculations that" Jeri had accrued 50% equity in the Oregon Home, so she wrote Jeri a check for \$71,112.50. *Id.* at 200. A few days later, Jeri paid Juanita \$28,409, which Jeri testified was the final payment required for her to become a 50% owner of the already-sold Oregon Home. *Tr. Vol. 4* at 49-50, 81. At trial, Jeri confirmed that she believed she did not acquire a 50% ownership interest until after she wrote that "last check to Juanita[.]" *Tr. Vol. 3* at 75; *see also Tr. Vol. 4* at 81, 83.

[12] On February 7, Jeri handled the closing on the Greencastle Home without Winnie present and executed the closing documents, including a deed listing Jeri and the Living Trust as tenants in common. Winnie signed the closing documents from Oregon with the assistance of the title company and a notary. At trial, Winnie testified that she “had no idea what [the phrase ‘tenants in common’] meant” but believed “everything was okay” because the Living Trust was named first on the deed. Tr. Vol. 2 at 237.

[13] Winnie and Jeri initially moved into the Greencastle Home together, but their relationship soon declined. When Winnie decided to sell the property, she learned that Jeri was asserting an undivided one-half ownership interest in the property. Winnie moved out of the Greencastle Home in July 2022, while Jeri remained in possession claiming this was consistent with her interest in the property.³

[14] In December 2022, Winnie filed this action to partition the property. She later amended her complaint to add claims for fraudulent misrepresentation, undue influence, and slander of title, among other things. Jeri remained in sole

³ While tenants in common need not always take in equal shares and the closing documents do not reference proportions of ownership share, the trial court’s continual references to Jeri’s asserted one-half ownership interest in the Greencastle Home is consistent with Indiana law as well as Jeri’s expressed intentions. *See Willett v. Clark*, 542 N.E.2d 1354, 1358 (Ind. Ct. App. 1989) (“When two or more persons take as tenants in common under an instrument which is silent in regard to their respective shares, there is a presumption that their shares are equal.”); *see also* Appellant’s App. Vol. 2 at 19 (Jeri’s answer to the complaint asserting that she “is the owner of an undivided one-half [] interest in” the Greencastle Home); Tr. Vol. 3 at 91 (Jeri testifying that she assumed tenants in common “own the house 50/50”).

possession of the Greencastle Home until it was sold at auction in October 2024.

[15] In February 2025, the trial court held a three-day bench trial on Winnie’s claims. In April, the court issued an order including many findings of fact and conclusions of law. Among other findings, most of which are reflected above, the court found:

27. . . . [Jeri’s] spreadsheet is almost impossible to follow – with even . . . Jeri[] admitting several errors were made.

. . .

35. On the [E]xcel spreadsheets, Jeri would often credit herself equity in the Oregon Home in lieu of being repaid by Winnie or Juanita for her purchase of groceries and other household items. There are no receipts, just raw numbers. It appears that Jeri came up with an interest[-]free scheme for her to attempt to acquire equity in the home.

. . .

43. [] Jeri, who holds an accounting degree, was given a calculator [at trial] and asked to perform and testify regarding the math she used to calculate her ownership interest; however, using her own math, Jeri calculated that she would have [had less ownership share than she was accorded] at the time the First Note of Ownership was signed.

. . .

74. Winnie testified that Jeri instructed her to write Jeri a check for \$71,112.50 because Jeri convinced Winnie that by that point in time, Jeri owned 50% equity in the Oregon Home and as such Jeri was entitled to one-half (1/2) of the remaining proceeds from the sale of the Oregon Home. . . . Jeri’s math basically “double dips” herself. None of the proceeds went to Juanita.

. . .

91. Jeri was never “loaned” equity in the Oregon Home by Juanita or Winnie. Her spreadsheets were a one-sided, self-serving way to attempt to put home ownership in her pocket through a personal property house of cards – one in which she was always dealt four aces.

. . .

93. Jeri was unable to substantiate her claim that she paid for equity in the Oregon Home by purchasing shared groceries and other household items. The amounts[] just don’t add up. . . .

94. The [E]xcel spreadsheet of shared expenses, which Jeri contends shows evidence of how she paid for equity in the Oregon Home, is riddled with errors, including an incorrect basis, inclusion of payments not yet made, multiple months showing negative numbers, double payments, and exclusion of payments.

. . .

96. Because Jeri testified that the ownership percentages listed in the First and Second Notes of Ownership are based on calculations using the [E]xcel spreadsheet, the Court finds that both Notes of Ownership are unreliable due to the multitude of

errors contained in the [E]xcel spreadsheet of shared expenses identified during trial.

Appellant’s App. Vol. 2 at 216-223.

[16] Ultimately, the trial court concluded that Winnie had proven her claims for fraudulent misrepresentation, undue influence, and slander of title. The court awarded Winnie the proceeds from the sale of the Greencastle Home and entered a money judgment in favor of Winnie and against Jeri in the amount of \$71,112.50—the amount Winnie paid Jeri for half the remaining proceeds from the sale of the Oregon Home. Jeri now appeals.

Discussion and Decision

1. Standards of Review

[17] As aptly stated in a recent case involving the same procedural posture as this appeal:

This case involves two standards of review: clear error and *de novo*. We review special findings and conclusions entered following a bench trial for clear error, applying a two-tiered standard of review: “first determining whether the evidence supports the findings and, if so, whether the findings support the judgment.” *Town of Linden v. Birge*, 204 N.E.3d 229, 233 (Ind. 2023); Ind. Trial Rule 52(A). We do not reweigh evidence or reassess witness credibility. *See Town of Linden*, 204 N.E.3d at 234; T.R. 52(A). Because [Jeri] appeals from an adverse judgment—one entered against a party defending on a given question—trial court findings are clearly erroneous “if they are not supported by substantial evidence of probative value.” *Serenity Springs v. LaPorte Cnty. Convention & Visitors Bureau*, 986

N.E.2d 314, 319 (Ind. Ct. App. 2013) (explaining what constitutes clear error depends on whether the appellant is appealing a negative or adverse judgment). A finding or conclusion is clearly erroneous if it leaves us with a “firm conviction that a mistake has been made.” *Yanoff v. Muncy*, 688 N.E.2d 1259, 1262 (Ind. 1997).

We review the trial court’s legal conclusions and any questions of law—like statutory interpretation—*de novo*. *Nardi v. King*, 253 N.E.3d 1098, 1103 (Ind. 2025).

White v. Town of Plainfield, 264 N.E.3d 727, 737, (Ind. Ct. App. 2025) (italics in original).

Preliminarily, we note that although Jeri raises multiple issues in this appeal, her arguments share a common theme: that the trial court improperly discounted her evidence and credited Winnie’s in resolving disputed facts. Jeri does not claim that the court’s findings are not supported by the evidence, nor that any specific findings are clearly erroneous. Instead, she protests the court’s assessment of the parties’ alleged financial arrangements and the inferences it drew from competing testimony. Because Jeri does not dispute the court’s findings of fact, we accept those findings as true for purposes of this appeal and review only whether the trial court clearly erred in concluding that she committed undue influence, fraud, and slander of title. *See Moriarty v. Moriarty*, 150 N.E.3d 616, 626 (Ind. Ct. App. 2020) (stating “when findings of fact are unchallenged, this Court accepts them as true” and will affirm “if the unchallenged findings are sufficient to support the judgment”), *trans. denied*.

2. Undue Influence

- [18] The trial court found that Jeri exerted undue influence over Winnie in attempt to claim an ownership interest in the Oregon and Greencastle Homes. The court found that Jeri was the dominant party in a confidential relationship with Winnie because she exercised control over the household finances, prepared and relied on inaccurate spreadsheets to convert shared expenses into claimed equity, and instructed Winnie to sign ownership documents that Winnie did not understand. The court found that Jeri used these representations to obtain half the remaining proceeds from the sale of the Oregon Home and assert a one-half interest in the Greencastle Home, and that Winnie acquiesced to transactions she did not fully comprehend because of Jeri's representations.
- [19] Undue influence exists when a person exercises sufficient control over another so as "to destroy his free agency and constrain him to do what he would not have done if such control had not been exercised." *Moriarty*, 150 N.E.3d at 629 (quoting *In re Est. of Compton*, 919 N.E.2d 1181, 1185-86 (Ind. Ct. App. 2010), *trans. denied*). Undue influence "may flow from the abuse of a confidential relationship in which 'confidence is reposed by one party in another with resulting superiority and influence exercised by the other.'" *Carlson v. Warren*, 878 N.E.2d 844, 851 (Ind. Ct. App. 2007) (quoting *In re Est. of Neu*, 588 N.E.2d 567, 570 (Ind. Ct. App. 1992)).
- [20] Confidential relationships that can implicate undue influence arise as either a matter of law or a matter of fact. *In re Est. of Blair*, 177 N.E.3d 84, 94 (Ind. Ct.

App. 2021). Regarding the former, certain legal and domestic relationships invoke “a presumption of trust and confidence as to the subordinate party on the one side and a corresponding influence as to the dominant party on the other[,]” including “attorney and client, guardian and ward, principal and agent, pastor and parishioner, husband and wife,” and potentially other relationships. *Id.* at 95 (quoting *Lucas v. Frazee*, 471 N.E.2d 1163, 1166-67 (Ind. Ct. App. 1984)). If a party proves

(a) the existence of such a relationship, and (b) that the questioned transaction between those parties resulted in an advantage to the dominant person in whom trust and confidence was reposed by the subordinate, the law imposes a presumption that the transaction was the result of undue influence exerted by the dominant party, constructively fraudulent, and thus void.

Supervised Est. of Allender v. Allender, 833 N.E.2d 529, 533 (Ind. Ct. App. 2005), *reh’g denied, trans. denied*. The dominant party may rebut this presumption by producing “clear and convincing evidence that the fiduciary acted in good faith, did not take advantage of the position of trust, and that the transaction was fair and equitable.” *Scribner v. Gibbs*, 953 N.E.2d 475, 484 (Ind. Ct. App. 2011).

[21] Even when no confidential relationship exists as a matter of law, “the evidence in a given case may show a relationship of trust and confidence that would have justified one in relying upon that relationship.” *Id.* In such cases, there is no rebuttable presumption of undue influence, the plaintiff must show “the parties to the challenged transaction did not deal on terms of equality[,]” and the burden shifting operates differently. *Id.* (describing the procedure for analyzing

undue influence claims arising from a confidential relationship as a matter of fact).

[22] Here, the trial court expressly found that a confidential relationship existed between Jeri and Winnie both as a matter of law and as a matter of fact. Jeri does not specifically challenge those findings on appeal.⁴ Nor does she dispute the court's findings regarding her exclusive control over the household finances, the unreliability of her spreadsheets, her inability to explain how she rapidly acquired the ownership percentages stated in the Notes of Ownership, or her role in persuading Winnie to sign ownership documents and transfer funds. Instead, Jeri asserts that Winnie was competent, voluntarily executed the documents at issue, and intended to recognize Jeri's claimed ownership interests. But these arguments are nothing more "than an invitation for this Court to reweigh the evidence presented at trial, which we cannot do." *Nichols v. Est. of Tyler*, 910 N.E.2d 221, 230 (Ind. Ct. App. 2009) (affirming trial court's undue influence judgment accompanied by findings of fact and conclusions of law on these grounds). Accordingly, we accept the trial court's findings as true

⁴ Jeri's brief only references the law related to confidential relationships that arise as a matter of law, and her entire appellate argument focuses on whether the trial court erred in finding that she failed to rebut the presumption invoked by such relationships. See Appellant's Brief at 11-15. To the extent that she mentions in passing that the presumption may not have applied, she fails to make a cogent argument that she did not have a confidential relationship with Winnie, or that the burden-shifting should have operated differently because any confidential relationship existed only as a matter of fact. See Ind. Appellate Rule 46(A)(8)(a) (noting that each contention in appellant's brief must be supported by cogent reasoning and citations to the record and legal authority); *Schwartz v. Schwartz*, 773 N.E.2d 348, 352 n.5 (Ind. Ct. App. 2002) (failure to make cogent argument as required by Rule 46(A)(8)(a) results in waiver of issue on appeal); see also Appellant's Br. at 15 (summarily asserting that "[t]he presumption, if it arose at all, was rebutted").

for purposes of this appeal and will affirm “if the unchallenged findings are sufficient to support the judgment.” *Moriarty*, 150 N.E.3d at 626.

[23] Given the trial court’s findings, we limit our review to whether the court clearly erred in concluding that Jeri did “not affirmatively rebut[]” the presumption of undue influence. Appellant’s App. Vol. 2 at 229. Relating to the fairness of the transactions and whether Jeri abused her position of trust, the trial court found that Jeri’s claimed ownership interest was not tied to any contemporaneous contribution toward the purchase of the Oregon Home. Rather, it was derived in significant part from shared expense calculations that even Jeri acknowledged contained errors and which the court found were mere pretext for asserting an ownership interest in the home without a legal basis to do so. The court further found that Jeri could not articulate at trial how her ownership percentages reflected in the Notes of Ownership had increased so quickly. Nonetheless, Jeri used her spreadsheets to persuade Winnie to pay her significant sums of money and sign documents affecting title and ownership. She did so even though Winnie did not understand how the claimed equity had been derived or how it would affect her property rights.

[24] Those findings support the trial court’s conclusion that the transactions were not fair or well understood and that Jeri used her position of trust to her disproportionate benefit. As we have stated, Jeri’s appellate arguments do not undermine this conclusion but instead invite this Court reweigh the evidence, which we will not do. Thus, we cannot say that the court clearly erred in

concluding that Jeri failed to rebut the presumption that the challenged transactions were the product of undue influence.

3. Fraud

- [25] The trial court found that Jeri committed actual fraud by misrepresenting her ownership interest in the Oregon Home and using that misrepresentation to obtain half of the leftover proceeds from the sale of that home and a property interest in the Greencastle Home to which she was not entitled. Specifically, the court found that Jeri represented to Winnie that she had acquired a 50% ownership interest in the Oregon Home at the time it was sold and was thus entitled to half the leftover proceeds from its sale. Relying on that representation, Winnie issued a check to Jeri for \$71,112.50 and later executed documents stating Jeri shared title to the Greencastle Home as a tenant in common.
- [26] To establish actual fraud, Winnie needed to show “(1) a material misrepresentation of past or existing facts; (2) made with knowledge or reckless ignorance of falsity; (3) causing the claimant to rely upon the misrepresentation to the claimant’s detriment.” *Spainhower v. Smart & Kessler, LLC*, 176 N.E.3d 258, 265 (Ind. Ct. App. 2021) (quoting *America’s Directories Inc. v. Stellhorn One Hour Photo, Inc.*, 833 N.E.2d 1059, 1067 (Ind. Ct. App. 2005), *trans. denied*), *reh’g denied*, *trans. denied*. While proof of intent to deceive is a necessary element of actual fraud, such intent may be inferred from the circumstances. *Id.*; *Wright v. Pennamped*, 657 N.E.2d 1223, 1230 (Ind. Ct. App. 1995) (“Fraud may be

proven by circumstantial evidence, provided there are facts from which the existence of all of the elements can be reasonably inferred.”), *trans. denied*.

[27] Here, the trial court’s findings support each element of fraud. The court found that Jeri falsely represented she had obtained a 50% ownership interest at the time the Oregon Home was sold. Although she claimed to have accumulated substantial equity through the purchase of shared household expenses, the court found that the spreadsheets she exclusively controlled were not only built on a “house of cards,” but contained many errors and were unreliable, and that Jeri could not explain how she arrived at the percentages reflected in the Notes of Ownership. Appellant’s App. Vol. 2 at 223. Importantly, at trial, Jeri admitted that she did not believe she reached 50% ownership until she made an additional payment to Juanita several days *after* the Oregon Home had been sold and she had received half the leftover proceeds. The trial court also considered Jeri’s conduct outside the immediate transactions in evaluating her intent. In her divorce proceedings, Jeri filed a sworn inventory of assets that did not disclose any ownership interest in the Oregon Home. The court was entitled to view that omission, at best, as evidence that Jeri herself did not believe her claimed ownership interest was real or complete at the time she represented otherwise to Winnie. At worst, she did not want her husband or the dissolution court to know of this asset in those proceedings. From these findings, the trial court could infer that Jeri’s representation of a 50% ownership interest at the time of sale was not merely “mistaken or exaggerated[.]”

Appellant's Br. at 17, but was made with knowledge or reckless ignorance of its falsity.

[28] The trial court further found that Winnie relied on Jeri's representation to her financial detriment. Specifically, Winnie wrote a check to Jeri for half the proceeds from the sale of the Oregon Home and signed documents she was not aware granted Jeri a one-half interest in the Greencastle Home. Jeri does not challenge the court's detrimental reliance finding and damages award.

[29] On appeal, Jeri argues that her bookkeeping was disclosed, the parties executed "mutual acknowledgements of shared ownership[,]" and her "inability to articulate a precise formula for her equity calculations . . . does not prove fraud." Appellant's Br. at 16. But the trial court based its decision on the timing and content of Jeri's representations, the unreliability of the calculations she exclusively controlled, her own admissions regarding when she acquired ownership, and her selective omission of ownership in her divorce proceedings. Thus, Jeri's arguments invite this Court to reweigh the evidence, which we will not do. Given the trial court's findings, we cannot say that it clearly erred in concluding that Jeri committed actual fraud.

4. Slander of Title

[30] The trial court found that Jeri committed slander of title by asserting a one-half interest in the Greencastle Home despite *knowing* that she did not possess a valid ownership interest. The court further found that this conduct prevented

Winnie from freely marketing and selling the Greencastle Home and caused her to incur attorney's fees to resolve the resulting title dispute.

[31] “To prevail on a slander of title claim, a plaintiff must prove that the defendant made false, malicious statements regarding the plaintiff’s ownership of the land in question and that those statements caused the plaintiff to suffer pecuniary loss.” *Country Contractors, Inc. v. A Westside Storage of Indianapolis, Inc.*, 4 N.E.3d 677, 691 (Ind. Ct. App. 2014), *reh’g denied*. Malice exists where the person knew the statement was false or acted with reckless disregard for its truth. *Holland v. Steele*, 961 N.E.2d 516, 526 (Ind. Ct. App. 2012), *trans. denied*.

[32] On appeal, Jeri correctly notes that “the mere fact than an ownership claim ultimately fails does not, by itself, prove it was made with malice.” Appellant’s Br. at 18; *see also Davis v. Sponhauer*, 574 N.E.2d 292, 300 (Ind. Ct. App. 1991), *trans. dismissed*. But the trial court’s finding of malice did not rest on Jeri’s failed claim of ownership. It rested on the court’s finding that Jeri “**knew** that she did not have a valid ownership interest” when she asserted one. Appellant’s App. Vol. 2 at 225, 230 (emphasis added). As detailed above, the court found that Jeri falsely represented that she owned 50% of the Oregon Home at the time it was sold, which is evidenced by her later admission that she did not believe she accrued that level of ownership until after she made an additional payment to Juanita. The court further found that Jeri’s calculations were not reliable and that—to the extent Jeri ever had an equity interest in the Oregon Home—she overstated it to obtain financial benefit.

[33] Those findings support the trial court’s conclusion that Jeri’s assertion of a one-half ownership interest in the Greencastle Home was knowingly false or, at a minimum, recklessly disregarded the truth of the matter asserted. Unlike the defendant in *Davis*, whose claim to land was based on commissioned land surveys, Jeri’s claim was not grounded in independent verification or reasonable mistake but in unreliable calculations the court could have reasonably inferred amounted to a malicious misrepresentation of ownership. *See Davis*, 574 N.E.2d at 300 (finding Davis’ property ownership claim was false but not malicious because “it was not unreasonable for Davis to place his faith” in property surveys he had commissioned).

[34] The trial court also found that Winnie suffered pecuniary loss because of Jeri’s representations when she “wished to market and sell the Greencastle Home but was unable to do so and had to pay her attorney in order to put this matter to rest[.]” *Id.* at 230. Indiana courts have recognized attorney’s fees as a proper measure of damages where a slander of title prevents a property owner from freely dealing with their property. *See Keilbach v. McCullough*, 669 N.E.2d 1052, 1053 n.2 (Ind. Ct. App. 1996); *Bixeman v. Hunter’s Run Homeowners Ass’n of St. John*, 36 N.E.3d 1074, 1079 (Ind. Ct. App. 2015) (finding plaintiffs “were unable to market their property and had to pay their attorney” to sue to release an invalid lien, “which resulted in pecuniary loss”). Jeri does not meaningfully challenge the trial court’s findings regarding pecuniary loss or the measure of

damages employed, and she has therefore waived any such arguments.⁵ *See Z.C. v. Rev. Bd. of Ind. Dep't of Workforce Dev.*, 213 N.E.3d 1101, 1109 (Ind. Ct. App. 2023) (“We will not address arguments which are not developed and will not develop arguments for a party to an appeal.”); *see also* App. R. 46(A)(8)(a), (C). Given the trial court’s findings, we cannot say that the court clearly erred in concluding Jeri committed slander of title.

5. Appellate Attorney’s Fees

[35] Finally, Winnie asks this Court to award her appellate attorney’s fees under Indiana Code section 32-20-5-2.⁶ We decline to do so. When considering section 32-20-5-2 in the context of the article in which it is found, it is clear that Jeri’s actions—namely, manipulating the Greencastle Home closing to have her name reflected on the deed—do not implicate this fee-shifting statute. *See* I.C. § 32-20-1-1 (stating that the purpose of the article is to “simplify[] and facilitate[e] land title transactions by allowing persons to rely on a record chain of title”); I.C. § 32-20-5-1 (providing that a person may not file a notice under article 32-20 or use procedures concerning common law liens to slander the title to land);

⁵ Likewise, Jeri does not challenge the trial court’s damages award on the undue influence and fraud claims.

⁶ Indiana Code section 32-20-5-2 states:

In any action to quiet title to land, if the court finds that a person has filed a claim only to slander title to land, the court shall:

(1) award the plaintiff all the costs of the action, including attorney’s fees that the court allows to the plaintiff; and

(2) decree that the defendant asserting the claim shall pay to the plaintiff all damages that the plaintiff may have sustained as the result of the notice of claims having been filed for record.

I.C. § 32-20-4-1 (discussing the procedures for filing a notice to preserve a claim to an interest in land).⁷ Because Jeri did not file any statutory notice that would have constituted a “claim” under section 32-20-5-2, that statute is not applicable here.

Conclusion

[36] For the foregoing reasons, we affirm the judgment of the trial court.

[37] Affirmed.

Bradford, J., and Weissmann, J., concur.

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⁷ Winnie does not assert any other basis, such as under Appellate Rule 66(E), that would entitle her to an award of appellate attorney’s fees.