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IN THE
COURT OF APPEALS OF INDIANA

Rhea A. Harris,
Appellant-Respondent,

v.

Kevin L. Copas,
Appellee-Petitioner.

March 10, 2021

Court of Appeals Case No. 20A-DR-1938

Appeal from the Clinton Circuit Court

The Honorable Bruce E. Petit, Special Judge

Trial Court Cause No. 12C01-1612-DR-859

Riley, Judge.

STATEMENT OF THE CASE

[1] Appellant-Respondent, Rhea Harris (Harris), appeals the trial court's Order denying her motion to have Appellee-Petitioner, Kevin Copas (Copas), held in contempt and interpreting the parties' property settlement agreement (PSA).

[2] We affirm.

ISSUES

[3] Harris presents the court with seven issues, which we consolidate and restate as the following four:

> (1) Whether the trial court's Order was an impermissible advisory opinion that violated Harris' due process rights;
>
> (2) Whether the PSA's provision that Copas would pay Harris $75,000 in $500 monthly installments until paid in full or Harris' death constituted a money judgment entitling Harris to a judgment lien against the marital home;
>
> (3) Whether certain of the trial court's findings were supported by the evidence; and
>
> (4) Whether the trial court abused its discretion when it declined to hold Copas in contempt for failing to refinance the marital home.

FACTS AND PROCEDURAL HISTORY

[4] On November 15, 1986, Harris and Copas wed. During the marriage, the parties resided in a home located in Frankfort, Indiana (marital home). On

December 20, 2016, Copas filed a petition for dissolution of the marriage. On June 7, 2017, the parties, proceeding *pro se*, waived their right to a final hearing on the dissolution petition and filed a proposed dissolution decree and PSA, which the trial court entered the same day. Along with the division of other marital assets and debts, the parties agreed that Copas would take possession and be the sole owner of the marital home, along with $82,000 in mortgage debt, for which Copas agreed to hold Harris harmless. Copas further agreed to refinance the mortgage debt on the marital home and to make a good faith effort to obtain Harris' release from the debt as soon as possible. Upon her release from the mortgage, Harris agreed to execute a quitclaim deed transferring her interest in the marital home to Copas. The PSA additionally provided in relevant part that "[Copas] will pay [Harris] the sum of $75,000.00 at $500.00 a month starting June 15th 2017 until paid or death of [Harris].[1]" (Appellant's App. Vol. II, p. 28).

[5] Copas began making the $500 monthly payments in June 2017. Copas failed to tender an April 2018 payment and made a double payment in May 2019 when he was alerted to the missing payment. In March 2018, Copas was rejected for refinancing by Regions Bank due to having a high debt-to-income ratio which was further negatively impacted by Harris missing two payments on a vehicle leased in both of their names. On October 30, 2018, Harris filed her Motion to

[1] This provision was typed in capitalized letters in the original. We have converted it to standardized capitalization for ease of reading.

Show Cause and Amend Dissolution Decree in which she alleged that Copas had purchased another home since the dissolution had been entered and adequate time had passed for him to refinance the marital home and procure her release from the mortgage. Harris requested that the trial court set a deadline for Copas to refinance the marital home and produce proof of the pay-off of the mortgage. Harris moved the trial court to amend the PSA by removing the "death of [Harris]" wording from the provision relating to Copas' obligation to pay her $75,000 at the rate of $500 per month, and she requested that the trial court issue an income withholding order for Copas in the amount of $500 per month.

[6] By May of 2019, Copas had found a putative "as is" buyer for the marital home. Copas offered to prepay Harris five months' worth of installments, or $2,500, from the proceeds of the sale and requested that she "drop her pending petition[.]" (Exh. Vol. I, p. 51). Harris refused Copas' offer, and the sale lapsed. In the fall of 2019, Copas qualified for refinancing through Encompass Credit Union (Encompass), which required the execution of a quitclaim deed for the marital home to be held in trust until closing and the extinguishing of the mortgage. Copas tendered a quitclaim deed to Harris, but she did not execute it. On October 18, 2019, one day prior to the closing of the Encompass refinancing, Harris, now appearing by counsel, filed a *lis pendens* notice, in which she alleged that she held a judgment against Copas and a judgment lien in the amount of $75,000 against the marital home. Harris was unwilling to cooperate in the Encompass refinancing absent having a lien subrogation

agreement in place prioritizing what she believed was her judgment lien against the marital home. Encompass would not close on the refinancing loan until the *lis pendens* notice was released.

[7] On December 5, 2019, Copas filed his Verified Petition for Contempt and for Order Dismissing *Lis Pendens* Notice, averring that he was current on his $500 monthly payments to Harris and outlining his efforts to sell and/or refinance the marital home, efforts which he alleged had been thwarted by Harris. Copas argued that the PSA

> included no reference to [Harris] having a judgment lien nor any type of agreement in regards to same. Furthermore, the provision specifically excludes payment of any interest on the sum of $75,000, and this fact, coupled with the agreement by the parties that [Copas] make payments to [Harris] until the total amount of $75,000 is paid or until [Harris'] death, make it clear that the parties did not intend that the agreement serve in any way as a money judgment or to serve as a judgment lien on the [marital home].

(Appellant's App. Vol. II, pp. 39-40). Copas sought to have Harris held in contempt for refusing to execute a quitclaim deed, and he requested that the trial court dismiss the *lis pendens* notice. On March 3, 2020, Harris filed her response in which she averred that Copas had willfully failed to make his $500 payment to her in April 2018. Pertaining to the lapsed May 2019 "as is" sale of the marital home, Harris claimed that she had rejected the offer to prepay her $2,500 from the sale proceeds because she believed that, under the judgment lien statute, she held a lien against the marital home. Regarding the failed

refinancing through Encompass, Harris responded that she had offered to subordinate her judgment lien to the extent of the amount of the existing mortgage but that Copas had refused that offer because he desired to obtain cash from the refinancing of the marital home. Harris re-asserted her claim that she held a judgment lien against the marital home which entitled her to file the *lis pendens* notice. On March 12, 2020, Copas filed a memorandum in support of his contempt motion and motion to dismiss the *lis pendens* notice in which he argued that Harris "[i]n this case, a judgment for the recovery of money or costs of record does not exist" and Harris "has not filed a motion to reduce the obligation to a judgment." (Appellant's App. Vol. II, pp. 48, 50).

[8] On June 9, 2020, the trial court held a hearing on Harris' original October 30, 2018, Motion to Show Cause and Amend Dissolution Decree and Copas' December 5, 2019, Verified Petition for Contempt and for Order Dismissing *Lis Pendens* Notice. Harris acknowledged that she and Copas had negotiated the terms of the PSA in good faith and that, after making up the missed April 2018 payment, Copas had made all the required $500 monthly payments to date, totaling $18,000. Harris testified that she would not execute a quitclaim deed attendant to the Encompass refinancing until a lien subrogation agreement was in place and the closing date had arrived. Copas testified that, after the rejection of the Regions Bank refinancing deal, he had attempted to pay off his existing debt to improve his credit score and that the failed May 2019 sale of the marital home was his attempt to have Harris' name removed from the mortgage on the home. Copas had offered to have the proceeds from the sale of the

marital home placed in escrow so that the trial court could determine later who would receive them, but Harris had refused. Copas would not agree to a lien subrogation agreement because he believed that he was the sole owner of the marital home and wanted to be able to do with the home as he wished without further involving Harris.

[9] On August 3, 2020, the trial court entered its Order denying Harris' motion to have Copas held in contempt, finding that Copas had made good-faith efforts to refinance the marital home which had been thwarted by Harris. In addressing Copas' motion to have Harris held in contempt and to have the *lis pendens* notice dismissed, the trial court held that, under the terms of the PSA, Harris had only a "contingent [j]udgment" with a top value of $75,000 which had not yet vested. (Appellant's App. Vol. II, p. 14). The trial court found that the contingent nature of the judgment took it out of the purview of the judgment lien statute. The trial court ordered that, if Copas sold the marital home or refinanced it with a cash-out option, the proceeds were to go to him, and that, in light of Harris' *lis pendens* notice, which it concluded it did not have the authority to dismiss, if the lending institution refused to comply, the proceeds were to be escrowed until the trial court determined if Harris had any right to them. The trial court held that "[r]uling any other way would allow [Harris] to avoid the clear and unambiguous language agreed to in the approved Decree of Dissolution." (Appellant's App. Vol. II, p. 17). The trial court found that, if Harris' *lis pendens* notice blocked the refinancing or sale of the marital home, Copas' "inability to remove [Harris'] name from the mortgage and indebtedness

will be by her own doing and [Copas] will not be held accountable." (Appellant's App. Vol. II, p. 17). Additionally, the trial court concluded that Harris had been using the *lis pendens* notice and refusal to execute a quitclaim deed "as a lever to collect the equalization payment of Seventy[-]Five Thousand Dollars ($75,000) earlier than agreed to between the parties and approved by the [c]ourt." (Appellant's App. Vol. II, p. 18). While declining to find either party in contempt, the trial court ordered Copas to take immediate action to refinance or sell the marital home.

[10] On September 1, 2020, Harris filed a motion to correct error with an affidavit in support, and, on September 16, 2020, Copas filed an unverified statement in opposition. On September 21, 2020, the trial court denied Harris' motion to correct error without a hearing.

[11] Harris now appeals. Additional facts will be provided as necessary.

DISCUSSION AND DECISION

I. *Standard of Review*

[12] Harris appeals following a hearing at which the trial court requested that the parties submit proposed findings of fact and conclusions thereon. On July 1, 2020, Copas submitted his proposed findings of fact and conclusions thereon, but it appears that the trial court did not adopt Copas' proposals.[2] Indeed, the

[2] A copy of Copas' proposals are not part of the record on appeal.

trial court specifically stated in its August 3, 2020, Order that it declined to enter findings and conclusions but then went on to enter detailed findings of fact and conclusions thereon. As a general rule, when reviewing findings of fact and conclusions thereon entered pursuant to Indiana Trial Rule 52(A) at a party's request, we deploy a two-tiered standard of review in which we will affirm if the evidence supports the findings and the findings support the judgment. *Wysocki v. Johnson*, 18 N.E.3d 600, 603 (Ind. 2014). When conducting our review, we neither reweigh the evidence, nor do we reassess the credibility of the witnesses. *Marion Cty. Auditor v. Sawmill Creek, LLC*, 964 N.E.2d 213, 216 (Ind. 2012). We consider the evidence most favorable to the judgment, with all reasonable inferences drawn in favor of the judgment. *Stout v. Underhill*, 734 N.E.2d 717, 719 (Ind. Ct. App. 2000), *trans. denied*. We will not set aside the trial court's findings or judgment unless they are clearly erroneous. *Wysocki*, 18 N.E.3d at 603. Findings of fact are clearly erroneous only where they enjoy no factual support in the record, and a judgment is clearly erroneous if it applies an incorrect legal standard to properly-found facts. *Id*. In addition, where, as here, a trial court enters findings of fact and conclusions thereon on its own motion, our standard of review is slightly altered as follows:

> On those issues when the trial court has not found, or for which the findings are inadequate, we treat the judgment as a general one. Thus, rather than being bound by the trial court's findings, or lack of them, we examine the record and affirm on any theory the evidence of record supports. In so doing we neither weigh

> the evidence nor judge the witness credibility, for that is particularly the function of the trial court.

Maloblocki v. Maloblocki, 646 N.E.2d 358, 361-62 (Ind. Ct. App. 1995) (cleaned up).

II. *Due Process*

[13] Harris first argues that the trial court violated her right to due process when it addressed issues for which she had not received notice and issued what she claims was an advisory opinion concerning some aspects of the case. The Fourteenth Amendment of the federal Constitution prohibits the State from depriving a citizen of life, liberty, or property without the process or course of law that is due. *Branham Corp. v. Newland Resources, LLC*, 44 N.E.3d 1263, 1276-77 (Ind. Ct. App. 2015). Due process includes notice and an opportunity to be heard, and a litigant is denied due process if he is denied the opportunity to present his case to the trial court after the court has determined it would hear argument. *Bruno v. Wells Fargo Bank, N.A.*, 850 N.E.2d 940, 948 (Ind. Ct. App. 2006). Due process applies to the initial stages of a lawsuit and to the proceedings within the lawsuit. *Id*. In addition, one of the cardinal principles of the "judicial function is that courts should not issue advisory opinions but instead should decide cases only on the specific facts of the particular case and not on hypothetical situations." *Snyder v. King*, 958 N.E.2d 764, 786 (Ind. 2011).

[14] Harris argues that she had no notice before the entry of the August 3, 2020, Order that the trial court would address Copas' right to the proceeds of any sale

or cash-out refinancing of the marital home and she was deprived of the opportunity to present her defenses, the nature of which she does not specify, on the issue. Harris also contends that the trial court issued an impermissible advisory opinion when it ruled that she only held a contingent judgment; Copas was entitled to any proceeds generated from the sale or refinancing of the marital home; if the lending agency would not issue the proceeds to Copas, they were to be held in escrow pending the trial court's determination of what right, if any, Harris had to the proceeds; if Harris' *lis pendens* notice was faulty Copas might address it in a separate quiet-title action; and, if no lender would allow a closing with the *lis pendens* notice in place, Copas would not be held accountable for his inability to remove Harris' name from the mortgage.

[15] In addressing these arguments, we note that it was Harris' contention, as set forth in her response to Copas' motions to have her held in contempt and for dismissal of the *lis pendens* notice, that she held a judgment lien against the marital home upon which she was entitled to collect upon its sale or refinancing. Thus, Harris herself placed the issue of whether she held a judgment lien before the trial court, the resolution of which necessitated that the trial court determine the nature of her judgment interest. Having determined that Harris did not hold a judgment lien against the marital home and having evidence before it that Copas was awarded sole ownership of the marital home under the PSA, the trial court made findings and conclusions thereon that flowed from its determinations and the evidence. In addition, the PSA required Copas to refinance the marital home, and evidence was presented at the hearing

in this matter that the refinancing effort was still on-going. Indeed, Harris expressed her willingness to execute a quitclaim deed, subrogation agreement, and a release of the *lis pendens* notice prior to closing to aid that effort. As such, the trial court's findings regarding the different outcomes of that financing effort pertained to a matter squarely and actively before it, and the trial court did not issue an impermissible advisory opinion and Harris' right to due process was not violated.

III. *Judgment Lien*

[16] Harris contends that the trial court incorrectly concluded that she did not have a statutory judgment lien against Copas for $75,000 after the entry of the PSA. Rather, Harris argues that the PSA amounted to a money judgment which automatically created a lien against Copas' real property, including the marital home. Resolution of this claim will necessitate our examination of the PSA and the judgment lien statute.

[17] Upon the dissolution of a marriage, the parties are free to negotiate their own property settlement agreements and incorporate those into a dissolution decree. Ind. Code § 31-15-2-17. Such settlement agreements, if approved by the trial court, are binding contracts which are interpreted according to the same general rules applicable to other types of contracts. *Ryan v. Ryan*, 972 N.E.2d 359, 363-64 (Ind. 2012). One of those general rules is that, unless the terms of the contract are ambiguous, they will be given their plain and ordinary meaning. *Id*. at 364. If the terms of a contract are clear and unambiguous, they are deemed to be conclusive, and we will apply the contract's provisions without

construing them or resorting to extrinsic evidence. *Id*. The fact that the parties disagree regarding the interpretation of the terms of a contract does not render terms ambiguous. *Shorter v. Shorter*, 851 N.E.2d 378, 383 (Ind. Ct. App. 2006). The trial court that entered the settlement agreement retains jurisdiction to interpret and enforce its terms and is in the best position to do so. *Id*. However, the interpretation of a settlement agreement presents the court with a question of law which we will review *de novo*. *Bailey v. Mann*, 895 N.E.2d 1215, 1217 (Ind. 2008).

[18] The judgment lien statute provides in relevant part as follows:

> All final judgments for the recovery of money or costs in the circuit court and other courts of record of general original jurisdiction in Indiana, whether state or federal, constitute a lien upon real estate and chattels real liable to execution in the county where the judgment has been duly entered and indexed in the judgment docket as provided by law[.]

I.C. § 34-55-9-2. Therefore, a judgment for money is a prerequisite for the application of the judgment lien statute. A 'money judgment' is "any order *that requires the payment of a sum of money and states the specific amount due*, whether labeled as a mandate or a civil money judgment." *Hilliard v. Jacobs*, 916 N.E.2d 689, 694 (Ind. Ct. App. 2009), *trans. denied*. "The key to a money judgment is the statement of an amount due. A money judgment must be certain and definite. It must name the amount due." *United Farm Bureau Mut. Ins. Co. v. Ira*, 577 N.E.2d 588, 593 (Ind. Ct. App. 1991), *trans. denied*.

[19] Although neither party cites a case squarely on point with the facts of this case, we find the case of *Hicks v. Fielman*, 421 N.E.2d 716 (Ind. Ct. App. 1981), to be instructive. In *Hicks*, as part of an agreed dissolution decree and property settlement, the parties agreed that Hicks would be awarded an alimony judgment against Fielman for $72,600, payable at the rate of $600 per month, but that all payments would cease upon the demise or remarriage of Hicks. *Id*. at 718. After Fielman's death, Hicks, seeking to recoup the remainder of the $72,600 owed to her, intervened in a suit involving death benefits owing as a result of Fielman's participation in his employer's profit-sharing plan. *Id*. at 719. Hicks claimed to be a creditor of Fielman's estate. *Id*. In addressing this claim, this court distinguished between the award under the then-extant dissolution statute of 'alimony in gross', which it characterized as "a sum certain, payable in one or more installments, generally for property division purposes" and 'periodic alimony' which were "payments made for purposes of support[.]" *Id*. at 721. The court noted that an award of alimony in gross made the party in whose favor the judgment was entered the other party's creditor who could recover against a former spouses' estate, whereas the award of periodic alimony ceased with the death of the party obligated to pay it. *Id*. In holding that Hicks was not a creditor of the estate, the court rejected Hick's argument as follows:

> [Hicks] reasons that . . . the separation agreement provided for alimony in gross a property settlement in the amount of $72,600. But this is not so. [The agreement] would describe alimony in gross had it made the payment of the $72,600 unconditional. Instead, "all payments . . . shall cease upon the demise or

> remarriage of [Hicks]." The imposition of conditions subsequent has made the amount to be paid uncertain, indeed unascertainable.

Id. at 721.

[20] Although *Hicks* differs from the instant case in the type of interest involved, the result of the language used by Harris and Copas in the PSA, which neither party contends is ambiguous, is the same. If the parties had simply agreed that Copas would pay Harris $75,000 in monthly $500 installments, there would be no dispute that Harris held a money judgment against Copas. *See*, *e.g.*, *Kobold v. Kobold*, 121 N.E.3d 564, 573 (Ind. Ct. App. 2019) (holding that wife held a judgment lien due to PSA provision in which husband had promised to pay her $319,122.04 in installments through June 2020), *trans. denied*. However, the inclusion of the term "until paid or death of [Harris]" made the amount ultimately due to Harris unknowable and unascertainable because it could not be predicted when Harris would die. This is the antithesis of a statement of a "specific amount due" required of a money judgment. *Hilliard*, 916 N.E.2d at 694.

[21] "A judgment lien is purely a creature of statute" which "arises by operation of law when the event enumerated in the judgment lien statute come to pass." *Bell v. Bingham*, 484 N.E.2d 624, 627 (Ind. Ct. App. 1985). The judgment lien statute applies to "final judgments for the recovery of money[.]" I.C. § 34-55-9-2. Because Harris did not hold a money judgment against Copas, she did not hold a judgment lien against his real estate, including the marital home. *See id*.

[22] Harris argues that "Indiana's judgment lien statute, I.C. § 34-55-9-2, creates an automatic lien on [Copas'] real estate (not just the former marital residence) for the $75,000.00 judgment, even though he is to pay her in installments" and that the trial court was required to take "positive action" to alter the automatic application of the judgment lien statute. (Appellant's Br. pp. 30, 34). Harris relies on *Kobold*, cited above, in which this court recognized that in dissolution cases we presume that the judgment lien statute automatically creates a lien on the judgment debtor's real estate, even where one spouse is ordered to pay the other in installments, unless the trial court takes the positive action of explicitly stating otherwise. *Kobold*, 121 N.E.3d at 571. However, the PSA in *Kobold* did not contain a contingency to the equalization payment at issue, and nothing in *Kobold* or any other case cited by Harris in support of her arguments obviated the requirement that a money judgment must exist for the judgment lien statute to apply. *Id*. Therefore, *Kobold* does not change the result here.

[23] In light of our holding, we do not address Harris' related arguments that the trial court impermissibly modified the PSA without her consent; failed to take positive action to eliminate the application of her judgment lien; failed to prioritize her lien in favor of Copas' ownership interest in the marital home; extinguished her lien leaving her with an unsecured judgment; and deprived her of post-judgment interest. All these arguments are all based on her inaccurate premise that she held a judgment lien against Copas. Because the inclusion of the contingency in the PSA took Harris' judgment interest out of the purview of the judgment lien statute, we conclude that the trial court did not err when it

determined that Harris did not hold a valid statutory judgment lien on the marital home.

IV. *Findings*

[24] Harris challenges the evidence supporting two findings entered by the trial court. The first challenged finding was included in the trial court's discussion of its determination that Harris did not have a valid judgment lien on the marital home due to the inclusion of the "until paid or death of [Harris]" provision in the PSA, which it concluded created a contingent judgment capped at $75,000. The trial court found that "[Harris] surely realized this limitation when she petitioned the [c]ourt to amend the Decree asking to omit that language." (Appellant's App. Vol. II, pp. 14-15). Harris claims that this finding constituted speculation on the part of the trial court and was unmerited, given her *pro se* status at the time her motion was filed.

[25] However, even if that were true, we would not reverse the trial court. Pursuant to our standard of review, we may uphold the trial court's judgment on any theory supported by the evidence in the record. *See Maloblocki*, 646 N.E.2d at 361-62. As we have already determined that Harris did not have a valid judgment lien against the marital home based upon the language of the PSA and irrespective of her motives for moving the trial court to amend the PSA to omit the "until paid of death of [Harris]" language, we do not find Harris' argument to be persuasive.

[26] Harris also challenges the evidence supporting the following findings entered by the trial court:

> The [c]ourt believes that [Harris] has been using the [*lis pendens* notice] and refusal to sign a Quitclaim Deed as a lever to collect the equalization payment of Seventy[-]Five Thousand Dollars ($75,000) earlier than agreed to between the parties and approved by the [c]ourt.

(Appellant's App. Vol. II, p. 18). This finding was made in the context of the trial court denying Copas' motion to have Harris held in contempt for failing to execute the quitclaim deeds, as she was only required under the terms of the PSA to do so at a closing. Nevertheless, the trial court recognized that it was "common practice for the majority of lending institutions to request that a Quitclaim Deed be submitted before closing with the understanding that its authority is contingent upon a successful closing." (Appellant's App. Vol. II, pp. 17-18). With this context in mind, we observe that evidence was presented at the hearing that Harris refused to execute a quitclaim deed for the May 2019 sale because Copas had offered to prepay her $2,500 from the proceeds of the sale, an offer she refused. Evidence was also presented that Harris filed her *lis pendens* notice the day before the Encompass refinancing was to close, which she was later informed had blocked the closing and that she was unwilling to execute a deed attendant to the Encompass refinancing because there was no subrogation agreement in place prioritizing what she considered to be her judgment lien on the marital home. The timing of Harris' filing of the *lis pendens* notice and her refusal to execute the deeds unless her demands were

met supported the trial court's finding that her actions were motivated by her desire to recoup more than was permitted under the express terms of the PSA.

[27] Nevertheless, Harris directs our attention to her testimony that she filed her *lis pendens* notice because she was informed by Copas' attorney that no judgment lien appeared in the Clerk's records. She also contends that the title company for the May 2019 sale knew about her judgment lien before she filed her notice, and that she agreed to sign a subordination agreement but that Copas had allowed the sale to collapse because he wanted cash-out at closing and clear title to the marital home. These arguments are unpersuasive, as crediting them would entail ignoring our standard of review which prohibits us from reweighing the evidence, reassessing the credibility of the witnesses, and considering evidence that does not support the trial court's determination. *See Marion Cty. Auditor*, *LLC*, 964 N.E.2d at 216; *Stout*, 734 N.E.2d at 719. Therefore, we will not disturb the trial court's judgment.

V. *Contempt*

[28] Harris lastly contends that the trial court abused its discretion when it denied her motion to have Copas held in contempt for failing to refinance the mortgage on the marital home. "Civil contempt is failing to do something that a court in a civil action has ordered to be done for the benefit of an opposing party." *P.S. v. T.W.*, 80 N.E.3d 253, 256 (Ind. Ct. App. 2017). Trial courts have the inherent power to punish litigants in order to maintain the dignity of the court, secure obedience to process and rules, rebuke interference with the orderly conduct of business, and to punish unseemly behavior. *City of Gary v. Major*,

822 N.E.2d 165, 169 (Ind. 2005). Whether a party is in contempt is a matter left to the sound discretion of the trial court, and we will reverse a trial court's finding of contempt only if no evidence or inferences exist in the record to support it. *P.S.*, 80 N.E.3d at 256.

[29] The PSA required Copas to make "a good faith effort" to obtain Harris' release from the mortgage on the marital home "on the earliest possible date." (Appellant's App. Vol. II, pp. 29-30). Evidence was presented at the hearing that Copas had attempted to refinance in March of 2018 but that effort was unsuccessful due to his high income-to-debt ratio and Harris' missed lease payments. Copas then worked at paying down his debt to make refinancing more likely. In the meantime, Copas arranged for an "as is" sale of the marital home which fell through because Harris would not sign the quitclaim deed necessary to complete the sale. By the fall of 2019, Copas had qualified for the Encompass refinance. Harris refused to execute the quitclaim deed required by Encompass to close, and, one day before the scheduled closing, she filed her *lis pendens* notice, after which Encompass would not proceed. Thus, Copas made continuous efforts from at least March 2018 to remove Harris' name from the mortgage, culminating in two attempts at refinancing and one attempted sale, and all of which Harris had a hand in making unsuccessful. We conclude that the trial court's determination that Copas had made good-faith and timely efforts to discharge his obligation under the PSA was supported by the evidence and was not an abuse of its discretion. *See P.S.*, 80 N.E.3d at 256.

[30] In arguing otherwise, Harris does not present any authority indicating that Copas' actions failed to constitute a good-faith effort on his part. Rather, Harris directs our attention to the fact that Copas' attorney purportedly made her aware that no judgment lien existed in the Clerk's records, she had agreed to subordinate her judgment lien to the existing mortgages on the marital home, and that Encompass was willing to refinance with the subordination agreement in place. She also contends that Copas failed to close on the Encompass refinancing because "he wants to line his pockets" and was "willfully motivated by his desire to retain cash." (Appellant's Br. p. 43). All of these arguments are pursuant to Harris' already disproven theory that she had a valid judgment lien, and they essentially request that we reweigh the evidence before the trial court, which we will not do. *See Marion Cty. Auditor*, 964 N.E.2d at 216. As such, we will not reverse the trial court's discretionary exercise of its contempt powers.

CONCLUSION

[31] Based on the foregoing, we conclude that Harris' right to due process was not violated; she did not hold a statutory judgment lien on the marital property; the trial court's judgment was supported by the evidence; and the trial court's failure to find Copas in contempt was not an abuse of its discretion.

[32] Affirmed.

[33] Najam, J. and Crone, J. concur