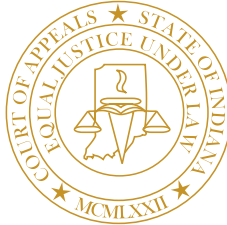


MEMORANDUM DECISION

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 Appellate Rule 65(D), this Memorandum Decision is not binding precedent for any court and may be cited only for persuasive value or to establish res judicata, collateral estoppel, or law of the case.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

Robert Sharon,
Appellant-Respondent

v.

Alysia Yero,
Appellee-Petitioner



May 5, 2025

Court of Appeals Case No.
25A-DC-11

Appeal from the Hamilton Superior Court
The Honorable Stephenie K. Gookins, Judge
Trial Court Cause No.
29D06-2203-DC-1862

Memorandum Decision by Judge Vaidik
Judges Bailey and DeBoer concur.

Vaidik, Judge.

Case Summary

- [1] After Robert Sharon (“Father”) and Alysia Yero (“Mother”) divorced, Father filed a “Petition to Transfer Assets,” which the trial court denied. Father now appeals that denial. We affirm.

Facts and Procedural History

- [2] Father and Mother have two children. In March 2022, Mother filed for divorce. Thereafter, the parties entered into a settlement agreement, and the trial court issued a decree of dissolution of marriage in May. According to the decree, the parties shared custody, and neither had to pay child support.
- [3] Over a year later, in July 2023, Mother moved for child support, alleging that Father was making more money.¹ In January 2024, the trial court issued the following order:

Beginning January 1, 2024, Father’s child support obligation shall be \$222 per week in accordance with the attached child support worksheet which [w]as admitted as Petitioner’s Ex. 7. **Father shall additionally pay 16% of any gross irregular income received including but not limited to bonus, commission, expense or tuition reimbursement or anything over and above his stated salary within thirty (30) days of receipt and provide**

¹ Mother also moved to modify parenting time and legal custody and to relocate from Hamilton County to Johnson County, but those matters are not relevant to this appeal.

Mother with a copy of his YTD paycheck stub to verify the amount. See attached Child Support worksheet.

Appellant's App. Vol. II p. 32 (emphasis added). Father moved to correct error, pointing out that the court failed to give him credit for overnight parenting time for one of the children. The court granted Father's motion and reduced his child support to \$104 per week.

- [4] In November 2024, Father filed what he called a "Petition to Transfer Assets." Father alleged that he has a 401(k) and wants to withdraw money to pay off his mortgage. However, he said Mother claimed he would have to pay her 16% of any withdrawal under the trial court's January 2024 order. Accordingly, Father asked the trial court to make the following ruling:

To avoid potential liability based on Mother's position, Father requests the Court issue a ruling on whether or not supplemental child support would be tripped in upon such a withdrawal.

Id. at 44. Father also alleged that he had "proposed withdrawing from further education if his tuition grants are counted as income for supplemental support calculations" under the January 2024 order. *Id.* He "request[ed] a ruling on this issue as well." *Id.*

- [5] Mother moved to dismiss Father's petition, alleging that it was "in reality a motion to modify child support and does not accurately or correctly set forth the standard by which the Court is to modify child support." *Id.* at 47. She claimed that "Father's ability to withdraw money from a 401(k) or the threat

that he may drop out of higher education” is not an “appropriate basis on which to modify child support.” *Id.* The trial court granted Mother’s motion to dismiss, finding that Father’s petition did not “state a legal basis upon which relief may be granted.” *Id.* at 9.

[6] Father moved to correct error. He argued that his petition was not seeking to modify child support; rather, it was seeking declaratory relief under Indiana Code chapter 34-14-1. The trial court denied his motion without explanation.

[7] Father now appeals.

Discussion and Decision

[8] We first note Mother has not filed an appellee’s brief. When an appellee does not respond to an appeal, we will not undertake the burden of developing an argument on their behalf. *Trinity Homes, LLC v. Fang*, 848 N.E.2d 1065, 1068 (Ind. 2006). Rather, we will reverse the trial court’s judgment if the appellant’s brief presents a case of prima facie error. *Id.* In this context, “prima facie error” means error “at first sight, on first appearance, or on the face of it.” *Id.*

[9] Father contends the trial court erred in denying his Petition to Transfer Assets. He argues that despite the title of his petition, he was seeking declaratory relief under Indiana’s Uniform Declaratory Judgments Act, Indiana Code chapter 34-14-1. Indiana Code section 34-14-1-1 provides:

Courts of record within their respective jurisdictions have the power to declare rights, status, and other legal relations whether or not further relief is or could be claimed. No action or

proceeding is open to objection on the ground that a declaratory judgment or decree is prayed for. The declaration may be either affirmative or negative in form and effect. The declaration has the force and effect of a final judgment or decree.

In support of his argument that he is entitled to seek declaratory relief, Father relies exclusively on Indiana Code section 34-14-1-2, which provides:

Any person interested under a deed, will, written contract, or other writings constituting a contract, or whose rights, status, or other legal relations are affected by a statute, municipal ordinance, contract, or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract, or franchise and obtain a declaration of rights, status, or other legal relations thereunder.

We thus do not address any other sections in Indiana Code chapter 34-14-1.

[10] In order to seek declaratory relief under Section 34-14-1-2, a person must make three showings: (1) they are a “person”; (2) they are “interested under a deed, will, written contract, or other writings constituting a contract” or their “rights, status, or other legal relations are affected by a statute, municipal ordinance, contract, or franchise”; and (3) they are questioning the construction or validity of “the instrument, statute, ordinance, contract, or franchise.” *See Holcomb v. Bray*, 187 N.E.3d 1268, 1284 (Ind. 2022).

[11] Father argues that the circumstances here “fit squarely in the declaratory judgment framework,” specifically, Section 34-14-1-2. Appellant’s Br. p. 10. First, Father asserts that his “rights and obligations under the Indiana Child Support Statute[,] Ind. Code § 31-16 *et. seq.*[,]” “were affected.” Appellant’s Br.

p. 7. Father, however, doesn't cite a specific statute in Indiana Code article 31-16. Father's general allegation that his rights are affected by Indiana Code article 31-16 is not sufficiently specific to merit declaratory relief. Second, Father asserts that his "rights and obligations under . . . the trial court[']s January 30, 2024, Order were affected." *Id.* But Section 31-14-1-2 does not allow a party to seek declaratory relief regarding a court order. Rather, it allows a party to seek declaratory relief regarding a deed, will, contract, statute, municipal ordinance, or franchise. Father has therefore failed to establish the trial court committed prima facie error in denying his Petition to Transfer Assets.

[12] Affirmed.

Bailey, J., and DeBoer, J., concur.

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