

## MEMORANDUM DECISION

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# IN THE Court of Appeals of Indiana

Stacy Zehr,  
*Appellant-Defendant*

v.

Angela Hendrix,  
*Appellee-Plaintiff*



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May 20, 2024

Court of Appeals Case No.  
23A-PL-2146

Appeal from the Owen Circuit Court

The Honorable Geoffrey J. Bradley, Special Judge

Trial Court Cause No.  
60C02-2203-PL-90

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**Memorandum Decision by Judge Tavitas**  
Judges Mathias and Weissmann concur.

**Tavitas, Judge.**

## **Case Summary**

- [1] Stacy Zehr (“Stacy”) was living in a house in Gosport (the “Gosport house”), which was owned by her step-sister, Angela Hendrix (“Angela”). Angela<sup>1</sup> filed a complaint alleging claims of criminal trespass and ejectment and requested damages. The trial court ruled in Angela’s favor on both claims and awarded her damages. Stacy appeals and argues that the trial court erred by: (1) declining to apply the equitable doctrine of unclean hands in favor of Stacy; (2) finding Stacy liable for criminal trespass; and (3) calculating damages based on an inaccurate trespassory period. We conclude that the trial court did not err by declining to apply the equitable doctrine of unclean hands and that it also did not err by finding Stacy liable for criminal trespass. Accordingly, we affirm this portion of the judgment. The trial court, however, did err in calculating damages, and therefore, we reverse the damages award and remand with instructions that the trial court recalculate damages based on the proper trespassory period.

## **Issues**

- [2] Stacy raises three issues on appeal, which we reorder and restate as:

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<sup>1</sup> Ryan Hendrix, the other plaintiff, died on July 2, 2022. For simplicity, we will refer to Angela as the appellant-plaintiff in this case.

- I. Whether the trial court erred by declining to apply the equitable doctrine of unclean hands in favor of Stacy.
- II. Whether the trial court erred by finding Stacy liable for criminal trespass.
- III. Whether the trial court erred in calculating damages.

## Facts

[3] This case arises from a family dispute between Angela and Ryan Hendrix (“the Hendrixes”), Pamela<sup>2</sup> and Donald Campbell (the “Campbells”), and Stacy regarding properties in Gosport and Spencer. The underlying facts were set forth, in part, in a related appeal in this matter in Cause No. 60C02-2007-PL-250 (the “underlying litigation”):

In August 2019, the Hendrixes were living in a home in Gosport, Indiana (“the Gosport house”), which they had owned since 1997. That fall, Pamela asked her daughter Angela if she would be interested in moving to a new house that was more conducive to Angela’s physical needs. Around that time, Pamela had been searching for a new home for [Stacy], Pamela’s stepdaughter and Angela’s stepsister. Stacy needed to move to a new home because the home she had been living in became infested with black mold.

Pamela learned that a home in Spencer, Indiana (“the Spencer house”) was for sale, and she proposed that Angela buy the Spencer house and allow Stacy to buy the Gosport house. When

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<sup>2</sup> Pamela died on August 6, 2023.

the Hendrixes told Pamela that they could not afford the Spencer house unless they sold the Gosport house, Pamela told them that she and Donald would lend them money to purchase the [Spencer house]. The Campbells and the Hendrixes verbally agreed that the Campbells would loan the Hendrixes \$96,500.00 from their retirement savings. The parties also initially agreed that:

- The interest-free loan would be repaid over ten years.
- The Campbells would take ownership of the Gosport house and apply a \$50,000.00 credit against the loan amount.
- Stacy would then purchase the Gosport house.

However, other parts of the agreement were not specified, and the parties offered numerous conflicting versions. . . .

On November 19, the Campbells transferred \$96,500.00 to the Hendrixes' bank account. The Hendrixes purchased the Spencer house . . . . When Pamela asked about the condition of the Gosport house, Angela told her the carpets needed to be cleaned and the walls painted. But Pamela soon discovered the Gosport house was in deplorable condition, was uninhabitable, and would need substantial cleaning and repairs.

The Hendrixes moved into the Spencer house. And, although the Hendrixes retained title to the Gosport house, Pamela spent \$23,899.56 to clean and repair the Gosport house and make it habitable for Stacy. The Hendrixes continued to pay the Gosport house mortgage but did not make any monthly payments to the Campbells toward satisfaction of the loan.

In March 2020, the Campbells had an attorney send a letter to the Hendrixes, demanding that they either pay the outstanding loan balance or arrange to make payments on the loan. The Hendrixes' attorney sent a letter in response, stating the parties did not have an agreement; the Hendrixes did not agree to any of

the repair work Pamela undertook; the Campbells were responsible for paying off the Gosport house mortgage, and, once they did so, the Hendrixes would transfer the title to the Campbells; and Stacy would be responsible for the property taxes, insurance, utilities, and maintenance for the Gosport house.

In July, the Campbells filed a complaint against the Hendrixes, alleging breach of contract, specific performance, unjust enrichment, and theft by deception, and the Hendrixes filed their answer. . . .

*Hendrix v. Campbell*, No. 22A-PL-422, slip op. pp. 3-6 (Ind. Ct. App. Oct. 25, 2022) (mem.).

[4] Regarding the breach of contract claim, the trial court found in February 2022:

“An enforceable contract does not exist in this case. There was no meeting of the minds as required for contract formation. The Parties did not have a mutual understanding or agreement regarding essential terms of their agreement. Moreover, even if there was a meeting of the minds, the agreement is unenforceable under [the Statute of Frauds] as it was not reduced to writing and executed by the Parties.”

*Id.* at 7 (record citation and footnote omitted). The trial court further found that “[b]ecause no enforceable contract exists, the Hendrixes will continue to own the Gosport residence.” *Id.* at 8 (record citation omitted).<sup>3</sup>

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<sup>3</sup> The trial court further found in favor of the Hendrixes on the Campbell’s breach of contract, specific performance, and theft by deception claims, but found that Angela had been unjustly enriched by the

- [5] On February 28, 2022, the Hendrixes appealed the ruling in the underlying litigation and argued, in part, that an enforceable agreement existed. On October 25, 2022, this Court handed down an opinion that affirmed the trial court’s ruling in all respects. *See generally id.* Before that decision was handed down, however, Angela initiated the instant case, which we turn to now.<sup>4</sup>
- [6] On March 9, 2022, Angela filed a complaint against Stacy alleging claims of criminal trespass and ejectment and requested damages. The complaint alleged that Stacy was in wrongful possession of the Gosport house because, based on the ruling in the underlying litigation, Pamela had no legal authority to permit Stacy to reside there.
- [7] On May 4, 2022, Stacy filed a motion to stay the proceedings pending the resolution of the appeal in the underlying litigation. On September 15, 2022, the trial court entered an order denying the motion to stay because the appeal in the underlying litigation was “not about the right to possession, only the other issues surrounding the dispute.” Appellant’s App. Vol. II p. 76.
- [8] The next day, September 16, 2022, the trial court held a bench trial on Angela’s complaint. Angela testified to the following: Angela owned the Gosport house.

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Campbell’s loan and repairs. Accordingly, the trial court ordered the Hendrixes to pay damages in the amount of the unpaid portion of the loan for the Spencer house and the cost of the repairs to the Gosport house. *Hendrix*, No. 22A-PL-422, slip op. pp. 7-9.

<sup>4</sup> Developments also continued in the underlying litigation. Additionally, Angela sued Pamela for conversion and unjust enrichment regarding the Gosport house in Cause No. 60C02-2203-PL-96, which the trial court consolidated with the instant case.

Angela gave Pamela the keys to the Gosport house in December 2019 pursuant to their agreement, which was later determined to be unenforceable in the underlying litigation. Stacy was currently living in the Gosport house, Angela had never consented to Stacy living there, and Stacy had no lease or other property interest in the Gosport house. Angela further testified that, at some point following the trial court's February 2022 order in the underlying litigation, which determined that no enforceable agreement regarding the Gosport house existed, Angela texted Stacy that she wanted to "get the keys" to the Gosport house, but Stacy refused to turn them over. Tr. Vol. II p. 23. Angela pays the mortgage, property insurance, and taxes on the Gosport house. The monthly rental value of the Gosport house was \$1,100.

[9] Stacy testified that she moved into the Gosport house in April 2020 and that she made monthly payments to the Campbells. Stacy did not have a separate agreement with Angela to reside in the Gosport house, and Stacy never made payments to Angela.

[10] On January 12, 2023, the trial court issued findings of fact and conclusions thereon, in which it took judicial notice of the orders in the underlying litigation. The trial court found that Angela owned the Gosport house; Stacy had been living there since "at least 2020" under an agreement with Pamela; Pamela had "no authority to grant use and possession of the [Gosport house] to Stacy "; and Angela had not objected to Stacy living in the Gosport house prior to the February 2022 order in the underlying litigation. Appellant's App. Vol. II p. 13.

[11] With regard to the criminal trespass claim, the trial court concluded, “[o]n and after the issuance of the Court’s amended order on February 1, 2022, Stacy has committed and continues to commit criminal trespass by remaining in possession of [the Gosport house] over Angela’s protest and requests that Stacy vacate the [Gosport house].” *Id.* at 14. As for the ejectment claim, the trial court ordered, as relevant here, that “[t]he request for ejectment and damages be stayed” pending a “lifting of the stay” in the underlying litigation. *Id.*

[12] On March 2, 2023, Angela filed a motion to reconsider. Angela requested that the trial court decide the ejectment claim and lift the stay because, contrary to the trial court’s finding, there was “no stay in effect” in the underlying litigation. *Id.* at 81. On March 29, 2023, the trial court set a hearing on the motion to reconsider and ordered that the “stay ordered on January 12, 2023 [be] lifted.” *Id.* at 83.

[13] The trial court held a hearing on the motion to reconsider on June 30, 2023. Angela’s counsel requested that the trial court decide the ejectment claim. Stacy’s counsel argued that the trial court should reverse its finding against Stacy on the criminal trespass claim and find in favor of Stacy on the ejectment claim based, in part, on the equitable doctrine of unclean hands. Stacy’s counsel argued that this doctrine applied because Stacy was in possession of the Gosport house “pursuant to an oral contract that was breached by the Hendrixes.” Tr. Vol. II p. 82. The trial court took the matter under advisement.



[14] On August 18, 2023, the trial court issued its order on the motion to reconsider. The trial court implicitly found in favor of Angela on the ejectment claim, determined that the reasonable monthly rental value of the Gosport house was \$1,100, and determined that the “applicable period for the criminal trespass is 40 months.” Appellant’s App. Vol. II p. 18. The trial court ordered Stacy to vacate the Gosport house by September 8, 2023, and pay damages of \$44,000, which it calculated by multiplying the monthly rental value by a forty-month trespassory period. Stacy now appeals both the trial court’s findings of fact and conclusions thereon and the trial court’s order on the motion to reconsider.

## **Discussion and Decision<sup>5</sup>**

### **I. Equitable Doctrine of Unclean Hands**

[15] Stacy first argues that Angela’s claims are barred by the equitable doctrine of unclean hands. In response, Angela argues that this defense is waived because Stacy did not plead unclean hands as an affirmative defense in her Answer. In her Reply Brief, Stacy argues that this defense should not be waived, notwithstanding her failure to plead the defense in her Answer, because “the

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<sup>5</sup> As an initial matter, Angela argues that Stacy’s appeal should be dismissed due to several deficiencies in the Appellant’s Brief and Appendix. “Failure to follow the appellate rules can, in egregious situations, lead to dismissal of the appeal.” *Parks v. Madison Cnty.*, 783 N.E.2d 711, 718 (Ind. Ct. App. 2002) (citing *Kirchoff v. Selby*, 703 N.E.2d 644 (Ind. 1998)), *trans. denied*. Here, the pagination in the Table of Contents section of the Appellant’s Appendix is a few pages off in several instances. Additionally, while Stacy asserts the defense of unclean hands in her Appellant’s Brief and claims that she “consistently asserted” this defense throughout the proceedings, Appellant’s Br. p. 13, in her Appellant’s Brief, Stacy fails to mention that she never pleaded this affirmative defense in her Answer. Stacy only brings up that fact in her Reply Brief. We remind counsel that we closely scrutinize the record on appeal. Nonetheless, we cannot say that the deficiencies here are so egregious as to warrant dismissal of Stacy’s appeal.

parties litigated that issue by express or implied consent.” Reply Br. pp. 5-6 (citing *Stewart v. Jackson*, 635 N.E.2d 186 (Ind. Ct. App. 1994), *trans. denied*). We conclude that Stacy waived the defense of unclean hands and that, waiver notwithstanding, she cannot succeed on that defense on the merits.

[16] First, as Stacy concedes, she did not plead unclean hands as an affirmative defense in her Answer. See Appellant’s App. Vol. II p. 28 (Stacy’s Answer pleading affirmative defenses of “estoppel, laches, waiver and failure to file a compulsory counterclaim”). Under Indiana Trial Rule 8(C)<sup>[6]</sup>, “a party seeking the benefit of an affirmative defense must raise and specifically plead that defense or it is waived.” *Willis v. Westerfield*, 839 N.E.2d 1179, 1185 (Ind. 2006). We have recognized, however, that pursuant to Trial Rule 15(B), a defense is not waived if it is “tried by the express or implied consent of the parties,” even if that defense was not “raised in the pleadings.” *Stewart*, 635 N.E.2d at 189 (citing *Molargik v. West Enters., Inc.*, 605 N.E.2d 1197, 1200 (Ind. Ct. App. 1993)).

[17] Here, Stacy did not raise the equitable doctrine of unclean hands until the hearing on Angela’s motion to reconsider, and Stacy fails to explain how Angela expressly or impliedly consented to the raising of the doctrine at this belated juncture. *Cf. id.* (finding defense of unclean hands was not waived when it was raised without objection during the bench trial). Additionally, the

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<sup>6</sup> Trial Rule 8(C) provides, in relevant part, that a “responsive pleading shall set for affirmatively and carry the burden of proving” affirmative defenses.

trial court made no findings regarding the defense of unclean hands in any of its orders. *Cf. Warner v. Riddell Nat'l Bank*, 482 N.E.2d 772, 776 (Ind. Ct. App. 1985) (finding affirmative defense of estoppel was not waived when trial court “dealt specifically with the theory, and evidence was admitted” regarding that defense), *trans. denied*. Accordingly, we conclude that the defense of unclean hands is waived.

- [18] Waiver notwithstanding, Stacy has not carried her burden of persuasion that the equitable doctrine of unclean hands applies in this action. The equitable doctrine of unclean hands requires that “‘he who seeks equity . . . come into court with clean hands’ and ‘closes the door of a court of equity to one tainted with inequity or bad faith relative to the matter in which he seeks relief, however improper may have been the behavior of the’” opposing party. *Woodruff v. Ind. Fam. and Social Servs. Admin.*, 964 N.E.2d 784, 792 n.5 (Ind. 2012) (quoting *Wedgewood Cmty. Ass’n, Inc. v. Nash*, 810 N.E.2d 346, 347 (Ind. 2004) (Rucker, J., dissenting from denial of transfer)). “For the doctrine of unclean hands to apply, the alleged wrongdoing must be intentional and must have an immediate and necessary relation to the matter being litigated.” *Kahn v. Baker*, 36 N.E.3d 1103, 1117 (Ind. Ct. App. 2015) (citing *Coppolillo v. Cort*, 947 N.E.2d 994, 1000 (Ind. Ct. App. 2011)), *trans. denied*. “The doctrine of unclean hands is not favored by the courts and must be applied with reluctance and scrutiny.” *Id.* (citing *Coppolillo*, 947 N.E.2d at 1000).

[19] Here, Stacy argues that the defense of unclean hands applies because “[t]he Hendrixes borrowed \$96,000 from the Campbells, then refused to repay any part of it, reneging on their oral agreements upon which [Stacy] relied in the process.” Appellant’s Br. p. 13. This case does not concern the agreement regarding the loan from the Campbells; that matter has been decided in the underlying litigation, where it was determined that the agreement was unenforceable.

[20] The issue in this case is whether Stacy had a right to reside in the Gosport house without Angela’s consent after the agreement with Pamela fell through. However objectionable Angela’s previous conduct might have been, we cannot say that such conduct bears “an immediate and necessary relation to the matter being litigated” here. *Kahn*, 36 N.E.3d at 1117 (citation omitted). Accordingly, Angela’s claims are not barred by the equitable doctrine of unclean hands, and the trial court did not err by declining to apply this doctrine in favor of Stacy.

## **II. Findings of Fact and Conclusions Thereon**

[21] Stacy next challenges the trial court’s findings of facts and conclusions thereon. Where, as here, the trial court entered its findings pursuant to Trial Rule 52(A), our standard of review is as follows:

We may not set aside the findings or judgment unless they are clearly erroneous. *Menard, Inc. v. Dage–MTI, Inc.*, 726 N.E.2d 1206, 1210 (Ind. 2000). In our review, we first consider whether the evidence supports the factual findings. *Id.* Second, we consider whether the findings support the judgment. *Id.* “Findings are clearly erroneous only when the record contains no

facts to support them either directly or by inference.” *Quillen v. Quillen*, 671 N.E.2d 98, 102 (Ind. 1996). A judgment is clearly erroneous if it relies on an incorrect legal standard. *Menard*, 726 N.E.2d at 1210. We give due regard to the trial court’s ability to assess the credibility of witnesses. *Id.* We do not reweigh the evidence; rather we consider the evidence most favorable to the judgment with all reasonable inferences drawn in favor of the judgment. *Yoon v. Yoon*, 711 N.E.2d 1265, 1268 (Ind. 1999). We evaluate questions of law de novo and owe no deference to a trial court’s determination of such questions. *Kwolek v. Swickard*, 944 N.E.2d 564, 570 (Ind. Ct. App. 2011) (citing *McCauley v. Harris*, 928 N.E.2d 309, 313 (Ind. Ct. App. 2010), *trans. denied*), *trans. denied*.

*Jones v. Von Hollow Ass’n, Inc.*, 103 N.E.3d 667, 671 (Ind. Ct. App. 2018).

### ***A. Criminal Trespass***

[22] Stacy argues that the trial court erred by finding Stacy liable for criminal trespass. Criminal trespass is governed by Indiana Code Section 35-43-2-2, which provided, in relevant part:<sup>7</sup>

(b) A person who:

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(2) not having a contractual interest in the property, knowingly or intentionally refuses to leave the real property of another person after having been asked to leave by the other person or that person’s agent;

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<sup>7</sup> The statute has since been amended; however, the amendments do not affect our analysis.

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commits criminal trespass. . . .

(c) A person has been denied entry under subsection (b)(1) when the person has been denied entry by means of:

- (1) personal communication, oral or written;
- (2) posting or exhibiting a notice at the main entrance in a manner that is either prescribed by law or likely to come to the attention of the public;
- (3) a hearing authority or court order under IC 32-30-6, IC 32-30-7, IC 32-30-8, IC 36-7-9, or IC 36-7-36; or
- (4) posting the property by placing identifying purple marks on trees or posts around the area where entry is denied.

[23] The words “contractual interest in the property” in the criminal trespass statute mean “a right, title, or legal share of real property arising out of a binding agreement between two or more parties.” *Lyles v. State*, 970 N.E.2d 140, 143 n.2 (Ind. 2012). As for the mens rea requirement, this Court has explained:

“In order to be liable for a trespass on land . . . , it is necessary only that the actor intentionally be upon any part of the land in question. It is not necessary that he intend to invade the possessor’s interest in the exclusive possession of his land and, therefore, that he know his entry to be an intrusion. The intention which is required to make the actor liable under the rule stated in this Section is an intention to enter upon the particular piece of land in question, irrespective of whether the actor knows or should know that he is not entitled to enter.”

*Garner v. Kovalak*, 817 N.E.2d 311, 314 (Ind. Ct. App. 2004) (quoting *Hawke v. Maus*, 226 N.E.2d 713, 715-16 (Ind. Ct. App. 1967)). “[T]he belief that one has a right to be on the property of another,” however, will “defeat the mens rea requirement” if that belief “has a fair and reasonable foundation.” *Taylor v. State*, 836 N.E.2d 1024, 1028 (Ind. Ct. App. 2005) (citing *Olsen v. State*, 663 N.E.2d 1194, 1196 (Ind. Ct. App. 1996)), *trans. denied*.

[24] Here, Stacy does not have a contractual interest in the Gosport house. The trial court determined in the underlying litigation that no enforceable agreement existed between the Hendrixes and the Campbells and that the Hendrixes were the owners of the Gosport house. Thus, the trial court correctly found here that Pamela had “no authority to grant use and possession of the Property to Stacy . . .” Appellant’s App. Vol. II p. 13. Stacy does not contest that she did not have a separate agreement with the Hendrixes permitting her to reside in the Gosport house and that she made no payments to the Hendrixes but only to the Campbells.

[25] Stacy, however, argues that she cannot be liable for criminal trespass because she had a “reasonable belief” that she was in possession pursuant to a contract between the Campbells and the Hendrixes. Appellant’s Br. p. 10. “It is for the trier of fact to determine whether the defendant believed that he had a right to be on the property of another and whether that belief had a fair and reasonable foundation.” *Taylor*, 836 N.E.2d at 1028 (citing *Myers v. State*, 130 N.E. 116, 117 (1921)). Stacy’s argument was presented to the trial court, and the trial court determined that Stacy’s belief was not reasonable. We may not “reweigh

the evidence.” *Id.* (citing *A.E.B. v. State*, 756 N.E.2d 536, 541 (Ind. Ct. App. 2001)).

[26] Stacy also argues that she cannot be liable for criminal trespass because Angela failed to demand that Stacy vacate the Gosport house. Angela testified that, in February 2022, she sent a text message to Stacy asking to “get the keys to the property,” but Angela did not testify regarding whether this text message included a demand to vacate the Gosport house. Tr. Vol. II p. 23. As for Stacy, she did not recall whether the text message specifically told her to “vacate the property.” *Id.* at 60. Angela’s only testimony regarding a demand that Stacy vacate the Gosport house was that Angela made the demand “[t]hrough litigation, through [her] lawyer.” *Id.* at 24. Angela’s complaint was filed on March 9, 2022, and states, “Plaintiffs have demanded that [Stacy] vacate the Premises.” Appellant’s App. Vol. II p. 21.

[27] We, thus, conclude that Angela made a demand for Stacy to vacate the Gosport house, and that the trial court, therefore, did not err by finding Stacy liable for criminal trespass. The trespassory period, however, could not have begun before March 9, 2022, when Angela made the demand to vacate. *See* Ind. Code § 35-43-2-2(b)(1); *Blakney v. State*, 819 N.E.2d 542, 545 (Ind. Ct. App. 2004) (noting that, for criminal trespass to apply, “it is not enough for a person to enter the real property of another”; rather, the person must do so “**after** having been denied entry”) (emphasis in original). Accordingly, although the trial court did not err by finding that Stacy committed criminal trespass, the trial court erred by determining that the trespassory period began in February 2022.



## ***B. Damages***

[28] Lastly, Stacy argues that the trial court erred by awarding \$44,000 in damages, which the trial court calculated based on its finding that the trespassory period spanned forty months. We agree that this damages award is erroneous. The trespassory period began no earlier than March 9, 2022; the trial court stayed the ejectment proceedings during a period between January and March 2023; and Stacy vacated the premises in September 2023. The parties agree that the trespassory period here cannot amount to forty months.<sup>8</sup>

[29] Angela, however, argues that the damages award was within the evidence because, even if the trespassory period was only “19 months,” “[c]riminal trespass allows for treble damages,” and multiplying these figures results in a damages award higher than that awarded by the trial court. Appellee’s Br. p. 11. Angela cites no legal support for her assertion that treble damages would be required under the circumstances of this case,<sup>9</sup> and the trial court clearly did not base its damages award on awarding treble damages. Accordingly, we conclude that the trial court’s damages award is clearly erroneous, and we

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<sup>8</sup> The trial court’s forty-month trespassory period determination appears to be based on the finding in Cause No. 60C02-2203-PL-96 that Pamela was liable to Angela for conversion of the Gosport house over a period of forty months.

<sup>9</sup> The Crime Victims Relief Act provides, in part, that a person “may bring a civil action” for “[a]n amount not to exceed (3) three times . . . the actual damages” when the person “suffers a pecuniary loss” as a result of an offense against property, including criminal trespass. Ind. Code § 34-24-3-1(1)(A). Angela does not argue that this statute applies in her Appellee’s Brief. Moreover, we have held that, in determining whether to award treble damages under the Crime Victims Relief Act, “it is highly appropriate for the trial court to weigh any equities.” *Prime Mortg. USA, INC. v. Nichols*, 885 N.E.2d 628, 659-660 (Ind. Ct. App. 2008) (quoting *White v. Ind. Realty Assocs. II*, 555 N.E.2d 454, 458 (Ind. 1990)). There is no indication that the trial court weighed the equities or considered the Crime Victims Relief Act here.

remand with instructions that the trial court determine damages based on the proper trespassory period, which began no earlier than March 9, 2022.<sup>10</sup>

## Conclusion

[30] The trial court did not err by declining to apply the equitable doctrine of unclean hands in Stacy’s favor, and it did not err by finding Stacy liable for criminal trespass. The trial court, however, erred in calculating damages. Accordingly, we affirm in part, reverse in part, and remand with instructions that the trial court determine the proper damages.

[31] Affirmed in part, reversed in part, and remanded.

Mathias, J., and Weissmann, J., concur.

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<sup>10</sup> In the last paragraph of the Argument section of her brief, Stacy “calls this Court’s attention to the trial court’s order that any payments made on its judgment in this cause be credited against the same amount awarded in Cause #60C02-2203-PL-96.” Appellant’s Br. p. 13. Stacy further states that she “has been unable to locate any authority that would allow such an order, although when the trial court is sitting in equity, as in this case, it is free to fashion any order that is fair and just under the circumstances.” *Id.* If there is an argument here, it is too underdeveloped for us to understand the issue. Accordingly, the argument is waived. See *Miller v. Patel*, 212 N.E.3d 639, 657 (Ind. 2023) (stating that appellate courts will neither “step in the shoes of the advocate and fashion arguments on his behalf” nor “address arguments that are too poorly developed or improperly expressed to be understood” (quotation omitted)).