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IN THE COURT OF APPEALS OF INDIANA

The Estate of Michael David Estridge, Sr.
Appellant-Petitioner,

v.

Lana Ann Taylor,
Appellee-Respondent.

April 18, 2022

Court of Appeals Case No. 21A-DN-1379

Appeal from the Marion Superior Court

The Honorable Steven Eichholtz, Judge

Trial Court Cause No. 49D08-1905-DN-19486

Riley, Judge.

STATEMENT OF THE CASE

[1] Appellant-Petitioner, the Estate of Michael David Estridge, Sr. (Estate), appeals the trial court's Order, denying its request for annulment of the marriage between the decedent, Michael David Estridge, Sr. (Estridge), and Appellee-Respondent, Lana Ann Taylor (Taylor). On cross-appeal, Taylor appeals the trial court's denial of her request for attorney's fees.

[2] We affirm.

ISSUES

[3] The Estate presents this court with one issue on appeal, which we restate as: Whether the trial court abused its discretion when it denied the Estate's petition to annul the marriage between Estridge and Taylor, concluding that Estridge was mentally competent at the time the marriage was solemnized.

[4] On cross-appeal, Taylor presents this court with one issue, which we restate as: Whether the trial court abused its discretion when it denied an award of attorney's fees.

FACTS AND PROCEDURAL HISTORY

[5] Estridge and Taylor, both firefighters and EMT/paramedics, first met in 2011 while employed at the same fire station. Estridge was diagnosed with cancer in 2015, and Taylor was informed of this diagnosis together with other co-workers and mutual friends. In the fall of 2016, Estridge and Taylor started dating and near the end of that year, Estridge first broached the subject of marriage. In the

beginning of 2017, the relationship became sexual and toward the end of the year, Estridge proposed to Taylor but she was hesitant to commit. After another marriage proposal in early 2018, Taylor agreed and accepted Estridge's ring. No wedding date was set due to Estridge's upcoming cancer surgery. The couple's friends and co-workers at the fire department were informed of the marriage plans, but Estridge and Taylor decided not to tell their family because they were afraid that given the thirty-six-year age difference between them they would not be accepting of the intended marriage.

[6] After Estridge's initial cancer diagnosis in October 2015, he underwent chemotherapy and surgery and was placed on light duty by the fire department. By mid-2017, Estridge returned to full duty but relapsed shortly thereafter. An exploratory surgery revealed Estridge was at stage 4, with cancer spread throughout his body. Wanting a second opinion, in April 2018, Estridge, accompanied by Taylor, traveled to the University of Chicago Hospital, where he underwent additional surgery. From early on in Estridge's cancer diagnosis, Taylor assisted Estridge with his medical care and appointments, and following his 2018 surgery, she assumed further caregiver duties.

[7] When a test at the University of Chicago Hospital showed fluid in his abdomen on April 16, 2019, Taylor accompanied Estridge to St. Vincent Hospital in Indianapolis to have the fluid drained. During his ensuing ten-day stay, Estridge's physical condition deteriorated. At the end of his stay, Estridge decided to return to the University of Chicago Hospital. In accordance with his wishes, Taylor drove Estridge to Chicago on April 27, 2019. Estridge's son,

Mike Estridge Jr. (Mike Jr.), arrived at the hospital the next day. By May 1, 2019, Estridge was informed that the cancer could not be stopped and that his best option now was palliative care at home.

[8] At the University of Chicago Hospital, Estridge was prescribed a fentanyl patch for pain control, as well as oral doses of Dilaudid. Upon his discharge on May 2, 2019, Estridge's fentanyl patch supplied 25 mcg/hour, with 2 mg Dilaudid every two hours, as needed for pain. Estridge's palliative care physician noted that Estridge was able to make complicated decisions, was alert neurologically, and was sitting up in bed awake and alert, though he quickly fell asleep.

[9] Mike Jr. requested Taylor to take his father home from the University of Chicago Hospital, together with the assistance of some of Estridge's friends, who were firefighters/EMTs. After being discharged at 1:00 p.m., Estridge rode with Taylor and two firefighter friends to Indianapolis. Although he was provided with Dilaudid tablets to control his pain on the ride home, Estridge did not take any. He conversed with Taylor and his friends, and they looked at photographs. At a certain point during the ride, Taylor asked Estridge if he still wanted to get married. When Estridge replied affirmatively, Taylor and the others began calling people to assemble at the City-County building in Indianapolis where the wedding would take place.

[10] Arriving in Indianapolis, they stopped at the Firefighters Credit Union, where a notary witnessed Estridge sign the application for a marriage license. Estridge had always intended Taylor to have his firefighter's pension, because, if he died

unmarried, it would go "back into the till" and he "didn't want to work that long for nothing[,]" so Estridge also signed a pension benefits beneficiary designation, listing Taylor as his spousal beneficiary. (Transcript Vol. II, p. 234).

[11] Sometime after 4:00 p.m., they arrived at the City-County building, where a number of firefighter friends were present and the ceremony was presided over by the firefighter Chief. Estridge, Taylor, and the presiding officer signed the marriage license. Following the ceremony, Estridge was driven to his home, where he signed the Medicaid hospice election form which noted, "patient very week [sic] and frail. Alert to self. Signed consents with Trisha [Estridge's daughter] and [Mike, Jr.] present." (Appellant's App. Vol. III, pp. 29-30). A firefighter friend informed Estridge's children about the wedding which had just taken place between Estridge and Taylor. Reacting to this news, Mike Jr. suggested to Taylor to get the marriage annulled without telling Estridge and to allow him to pass away happy, thinking he was married. Taylor refused. Estridge passed away four days later on May 6, 2019.

[12] On May 14, 2019, the Estate filed a petition to annul the marriage between Estridge and Taylor, alleging fraud and Estridge's mental incapacity. Following the denial of cross-motions for summary judgment, extensive discovery, and stipulation of exhibits, the trial court conducted a two-day bench trial commencing on April 20, 2021. During the bench trial, both parties presented expert testimony. The Estate called Daniel McCoy, PhD (Dr. McCoy), a toxicologist, who rendered an opinion as to the effect of the pain

medication on Estridge's mental competency. In his deposition taken in preparation for trial, Dr. McCoy, in response to a question about Estridge's mental state on May 2, 2019, answered "I can address not specifically what was impacting on him at that time, but can only address what could be happening based on the pharmacology, and the toxicology, and the effects of these agents on the general population." (Appellant's App. Vol. VII, p. 172). Questioned during the bench trial as to Estridge's mental competency at the time of the marriage ceremony, Dr. McCoy testified that "there's insufficient information for me to even attempt to do so," and believed that "others in his treatment team would have better opportunity" to assess Estridge's competency. (Tr. Vol. II, pp. 142-43).

[13] In response to Dr. McCoy's testimony, Taylor presented Dr. George Rodgers, PhD (Dr. Rodgers). In preparing his assessment of Estridge's competency, Dr. Rogers reviewed Estridge's medical records, the deposition testimony of Taylor and others who observed and interacted with Estridge prior to and during the wedding ceremony, and the videorecording of the wedding ceremony. Focusing on the medical records, Dr. Rodgers opined that there was no indication other people were making medical decisions for Estridge. In particular, Dr. Rodgers noted the palliative care physician's observation that Estridge was alert and able to make complicated decisions on the morning of May 2, 2019, and the hospice admission record after the wedding that Estridge was alert to self and signed the hospice consent form. Reflecting on Estridge's narcotics prescriptions, Dr. Rodgers opined that because his Dilaudid was

written for 2 mg every two hours as needed, Estridge "knew how much pain he could tolerate and was willing to tolerate," and "could judge that on his own." (Tr. Vol. II, pp. 179-80). Dr. Rodgers' review of the medical records reflected that Estridge at his "baseline" was competent, with no indication of conditions such as dementia, which would render him incompetent. (Tr. Vol. II, pp. 188-89). While narcotics might have caused Estridge to sleep at times, when he was awake, he was oriented.

[14] Dr. Rodgers testified that he also reviewed the depositions of Taylor and the two firefighters who accompanied Estridge from the University of Chicago Hospital to Indianapolis on May 2, 2019. Through his review of their depositions, and based on the testimony that Estridge did not take any additional Dilaudid pills during the trip to Indianapolis, that he was interacting over photographs and stories, and that he was a little slow and quiet, but laughing, Dr. Rodgers concluded that Estridge was competent at the time of the marriage ceremony. After reviewing the videorecording of the wedding, Dr. Rodgers testified that although Estridge looked frail and spoke with a weak voice, "none of those things are related to competence." (Tr. Vol. II, p. 191). Dr. Rodgers notably referenced the facts that Estridge participated in the ceremony, was oriented as to where he was, and hugged his bride as contributing to his conclusion that Estridge possessed the level of competency required to make the marriage decision. In conclusion, Dr. Rodgers testified to a reasonable degree of medical certainty that Estridge was competent to understand the nature of the marriage contract, to act on his own, and to

appreciate the consequences of that decision at the time of the wedding on May 2, 2019, at approximately 4:30 p.m.

[15] On May 5, 2021, the trial court denied the Estate's petition to annul the marriage between Estridge and Taylor. Thereafter, on June 4, 2021, the trial court denied Taylor's request for attorney's fees.

[16] The Estate now appeals and Taylor cross-appeals.

DISCUSSION AND DECISION[1]

I. *Mental Competency*

[17] On appeal, the Estate contends that the trial court reached the incorrect conclusion from the evidence presented and, invoking Indiana Code section 31-11-8-4, urges this court to declare the marriage void.[2]

[18] Because the Estate appeals from a negative judgment, it must demonstrate that the trial court's judgment is contrary to law; that is, the evidence of record and the reasonable inferences therefrom are without conflict and lead unerringly to

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[1] While both parties' main challenge involves Estridge's mental competency at the time of the marriage ceremony as it relates to Estridge's estate, it should be noted that Taylor disclaimed all rights and interests as a surviving spouse in Estridge's probate estate. However, by virtue of being Estridge's spouse and a designated beneficiary, Taylor stands to receive his firefighters pension benefits, which amount to approximately $2,700 per month for the remainder of her life, and which is calculated at a present value of $1.6 million. In the absence of the marriage, Estridge's estate would have received the value of his contributions to the pension plan, which would have amounted to approximately $170,000.

[2] Although the Estate pled before the trial court that the marriage should be declared void due to fraud, the Estate abandoned that claim on appeal and focused its challenge on the mental competency prong of Ind. Code § 31-11-8-4.

a conclusion opposite that reached by the trial court. *Northern Elec. Co., Inc. v. Torma*, 819 N.E.2d 417, 421 (Ind. Ct. App. 2004), *trans. denied*. We cannot reweigh the evidence or judge the credibility of any witness. *Id*. However, while we defer substantially to the trial court's findings of fact, we evaluate questions of law *de novo*. *Id*. at 422. Our review in this case focuses upon whether the evidence unerringly points to the conclusion that Estridge was mentally incompetent at the time of his marriage to Taylor.

[19] Marriage is a civil contract, the validity of which may be challenged in court. *See Baglan v. Baglan,* 4 N.E.2d 53, 55 (1936). Indiana Code section 31-11-8-4 provides: "A marriage is void if either party to the marriage was mentally incompetent when the marriage was solemnized." Accordingly, if a party is of unsound mind when the ceremony was performed, the marriage can be declared void. *Baglan*, 4 N.E.2d at 55. The burden rests upon the challenger to prove that a party was incapable of understanding the nature of the marriage contract. *Id*. "The presumption in favor of the validity of a marriage consummated according to the forms of law is one of the strongest known." *Bruns v. Cope*, 105 N.E. 471, 473 (1914), *overruled in part on other grounds by Nat'l City Bank of Evansville v. Bledsoe*, 237 Ind. 130, 144 N.E.2d 710 (1957).

[20] Without mentioning its own expert's testimony, the Estate's primary challenge focuses on Dr. Rodgers' statements at trial, which the Estate claims are "primarily based upon the observations of medical personnel many hours – and in some cases many days – before the marriage ceremony." (Appellant's Br. p. 11). The Estate then junxtaposes Dr. Rodgers' review of Estridge's medical

records with Taylor's testimony regarding Estridge's competency at the wedding ceremony and, in weighing both testimonies, declares Taylor's to be "simply insufficient." (Appellant's Br. p. 11). The Estate's argument is flawed and misapprehends its burden. To overcome the trial court's negative judgment, the Estate is required to establish Estridge's mental incompetency at the time the marriage was solemnized, not several days prior to the ceremony when the medical records were created. Furthermore, the Estate ignores a large part of Dr. Rodgers' testimony which discussed his review of the palliative care physician's observation that Estridge was alert and able to make complicated decisions on the morning of May 2, 2019. Dr. Rodgers also discussed his review of the depositions of persons with Estridge immediately prior to and during the wedding ceremony, as well as his review of the videorecording of the actual wedding. Dr. Rodgers explained that he reviewed the depositions because he wanted to know Estridge's mental status during the four-or-five-hour period of the drive between Chicago and home. As the depositions indicated that Estridge was laughing and interacting over photographs and stories, Dr. Rodgers concluded that "number one, that [Estridge] probably didn't take anymore narcotics. And number two, that he was -- in terms of what you would expect. His behavior was appropriate. And that's the way they -- people who know him, assessed it." (Tr. Vol. II, pp. 190-91). Dr. Rodgers' viewing of the videorecording of the wedding elicited the following testimony:

> His voice is weak, but he participates. And at the end he gives his bride a nice hug and a squeeze. And if you watch his hand

> on the back, he's giving her a pat. I don't see anything in that, that would make me think that he was somehow coerced into a wedding. Granted I wasn't there, but those are the things that I looked at in making my decision that I think this man was competent to make his decision to marry[.]

(Tr. Vol. II, p. 186).

[21] Although Taylor did not call any of the firefighters who attended the wedding to testify at trial, the trial court did have the benefit of their depositions, which were admitted as exhibits, as well as the actual videorecording of the wedding. Bernie Mickler (Mickler), one of Estridge's long-time firefighter friends who accompanied him from Chicago to Indianapolis on May 2, 2019, and who was present at the wedding, testified that Estridge told him in the car that day that he wanted to marry Taylor. He described that, during the ceremony, Estridge stood next to the car and, at times, would hold on to the car to support himself. Scott Huff (Huff), who attended the wedding ceremony, opined that he "didn't think [Estridge] was brainwashed into marrying [Taylor]." (Appellant's App. Vol. V, p. 236). Huff described Estridge as "look[ing] frail, like a person should look that [is] in his last days." (Appellant's App. Vol. V, p. 244). In response as to whether he had any concerns that maybe the wedding was not what Estridge wanted, Huff answered, "No. I truly think that's what he wanted." (Appellant's App. Vol. V, p. 247).

[22] In support of its argument to declare the marriage void, the Estate requests us to use our equitable powers to correct this unjust result and contends that the public pension system would be adversely affected as "[e]very single, terminally

ill, unretired firefighter would have the power to bestow a great gift on others who have not been—and could not be—accounted for." (Appellant's Br. p. 18). Because the presumption in favor of the validity of a marriage consummated in accordance with the law "is one of the strongest known," courts "are reluctant to inquire into the quality of a marriage" beyond very limited circumstances. Estate of *Holt*, 870 N.E.2d 511, 514 (Ind. Ct. App. 2017); *Glover v. State*, 836 N.E2d 414, 418-19 (Ind. 2005) (our supreme court concluded a marriage could be scrutinized in a criminal case where the sole purpose of the defendant appears to have been to disqualify a witness by making her a spouse). "If the General Assembly chooses to engraft a qualification onto the marital privilege based on the quality of the marriage it is of course free to do that." *Glover*, 836 N.E.2d at 418. Although the legislature statutorily encapsulated the rules for the firefighters' pension funds, it did not include any limitation on who can be a spouse or the length of time of marriage. *See* I.C. § 36-8-8-13.8. Therefore, in the absence of any statutory guidelines to analyze a marriage for quality and quantity attributes such as love, companionship, and length of time, we decline the Estate's invitation to impose any jurisprudentially.

[23] Even though it is undeniable that towards the end of his life, Estridge took strong medication to control his pain, we have previously held that "[w]hile evidence of influence from a narcotic drug (whether legal or illegal) may be relevant to mental competency, it is not an automatic basis for declaring a marriage void[.]" *Holt*, 870 N.E.2d at 517. The trial court was presented with ample evidence and expert testimony from which it could reasonably infer that

Estridge was capable of understanding the nature of the marriage contract he was about to enter into and therefore was mentally competent at the time the marriage was solemnized. *See* I.C. § 31-11-8-4. Our review of the same evidence does not unerringly lead to a different conclusion. *Northern Elec. Co., Inc.*, 819 N.E.2d at 421. Accordingly, we affirm the trial court's Order and decline to void the marriage between Estridge and Taylor.

II. *Attorney's Fees*

[24] On cross-appeal, Taylor contends that the trial court abused its discretion when it denied her an award of attorney's fees based on the parties' economic circumstances pursuant to Indiana Code sections 31-11-10-4 and 31-15-10-1.

[25] Indiana Code section 31-11-10-4 provides that "[a]n action to annul a voidable marriage under this chapter must be conducted in accordance with [I.C. Art.] 31-15;" while Indiana Code section 31-15-10-1(a) establishes that "[t]he court periodically may order a party to pay a reasonable amount for the cost to the other party of maintaining or defending any proceeding under this article and for attorney's fees and mediation services, including amounts for legal services provided and costs incurred before the commencement of the proceedings or after entry of judgment." Although the Estate initially petitioned for annulment based on I.C. § 31-11-10-1, it abandoned that claim before trial and pursued its claim instead pursuant to I.C. § 31-11-8-4, which allows a marriage to be declared void due to mental incompetency. There is no corresponding statutory provision that allows a party to request reasonable attorney's fees when

bringing a claim under I.C. § 31-11-8-4. Even though it could be argued that the statute in effect amounts to a dissolution of marriage as provided for in I.C. Art. 31-15, it should be pointed out that a void marriage never existed while a dissolution is merely the ending of a valid marriage. Accordingly, as no statutory provision allows Taylor to request reasonable attorney's fees following an action based on I.C. § 31-11-8-4, Taylor is not entitled to attorney's fees.

[26] Assuming *arguendo* that a statutory request for attorney's fees could be brought, as argued by Taylor and as responded to by the Estate, we would still reach the same result. "When making such [an award of attorney's fees pursuant to I.C. § 31-15-10-1(a)], the trial court must consider the resources of the parties, their economic condition, the ability of the parties to engage in gainful employment and to earn adequate income, and other factors that bear on the reasonableness of the award." *Hartley v. Hartley,* 862 N.E.2d 274, 286 (Ind. Ct. App. 2007). "Consideration of these factors promotes the legislative purpose behind the award of attorney fees, which is to insure that a party in a dissolution proceeding, who would not otherwise be able to afford an attorney, is able to retain representation." *Id.* at 286-87. An award of attorney fees is proper when one party is in a superior position to pay fees over the other party. *Id*. at 287.

[27] Taylor presented evidence that, at the time of trial, her attorney fees, including expert witness fees, amounted to $104,850.80. She established that as an EMT/firefighter she earns approximately $60,000 per year, and when working occasionally for IU Health as an EMT, she earns between $10 and $13 per hour depending on the specific duties. She resides with her mother, whom she assists

financially, and she has a monthly cell phone bill and loan payments on two vehicles of approximately $660 per month. Apart from her pick-up truck, she owns a Jeep, a Mustang, a boat, and several four wheelers. Because of her marriage to Estridge, Estridge's pension will pay her a monthly benefit of $2,711.34 per month, or approximately $1.6 million over her lifetime. On the other hand, the evidence reflects that the probate estate, to which Taylor disclaimed any interest as a surviving spouse, was valued at $149,000, with non-probate transfers to Estridge's children amounting to approximately $477,905. Unlike Taylor, who has future income earning potential, the Estate's assets are limited and finite. Mindful of the trial court's discretion in awarding attorney's fees and finding that the economic conditions of both parties are not sufficiently disparate to support attorney's fees, we affirm the trial court's denial of Taylor's petition.

CONCLUSION

[28] Based on the foregoing, we hold that the trial court did not err in denying the Estate's petition to annul the marriage between Estridge and Taylor. On cross-appeal, we affirm the trial court's denial of Taylor's petition for attorney's fees.

[29] Affirmed.

[30] May, J. and Tavitas, J. concur