

## MEMORANDUM DECISION

Pursuant to [Ind. Appellate Rule 65\(D\)](#), this Memorandum Decision shall not be regarded as precedent or cited before any court except for the purpose of establishing the defense of res judicata, collateral estoppel, or the law of the case.



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## IN THE COURT OF APPEALS OF INDIANA

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Star Weightman,  
*Appellant-Respondent,*

v.

Joshua Weightman,  
*Appellee-Petitioner.*

June 8, 2022

Court of Appeals Case No.  
21A-DN-2451

Appeal from the Warrick Circuit  
Court

The Honorable Greg A. Granger,  
Judge

Trial Court Cause No.  
87C01-1907-DN-1263

**Mathias, Judge.**

- [1] Star Weightman (“Wife”) appeals the dissolution of her marriage following the trial court’s entry of an Agreed Entry between her and Joshua Weightman (“Husband”). Wife raises two issues for our review, but we limit our review to the following dispositive issue: whether Wife’s challenge to the trial court’s

distribution of the marital estate amounts to an impermissible collateral attack on the equalization payment she consented to pay in the Agreed Entry. We hold that Wife’s substantive arguments on appeal are not permissible and, thus, we dismiss her appeal.

### **Facts and Procedural History**

[2] After fifteen years of marriage, Husband filed a petition for dissolution of his marriage to Wife in July 2019. The trial court held a contested final hearing on the petition in April and May 2021. Thereafter, the trial court entered its decree of dissolution of the marriage in which the court distributed the marital property between the parties and ordered Wife to pay an equalization payment to Husband in the amount of \$27,624.72.

[3] Following the court’s judgment, Husband filed a motion to correct error and alleged that the court had misallocated to Wife a bank account in the amount of \$234.78. However, before the court could rule on Husband’s motion to correct error, the parties entered into an Agreed Entry. The Agreed Entry provided that Husband and Wife had “reached an agreement with respect to all pending matters,” namely, that Husband “shall be the owner” of the contested bank account and that “Wife’s equalization payment shall be reduced from \$27,624.72 to \$27,389.94,” which difference reflected the value of the contested account. Appellant’s App. Vol. 2, p. 14. The Agreed Entry further amended the dissolution decree in that the Agreed Entry extended Wife’s due date to make the equalization payment by an additional month. *Id.*

[4] On November 2, the trial court adopted the Agreed Entry as a judgment of the court. On November 4, Wife filed her Notice of Appeal.

## Discussion and Decision

[5] Wife appeals the decree of dissolution and asserts that the trial court erred in its distribution of the marital estate. An abuse-of-discretion standard of review applies to a trial court's division of marital assets. *Roetter v. Roetter*, 182 N.E.3d 221, 225 (Ind. 2022). A trial court abuses its discretion if its decision stands clearly against the logic and effect of the facts or reasonable inferences, if it misinterprets the law, or if it overlooks evidence of applicable statutory factors. *Id.* The party challenging the trial court's division of marital property must overcome a strong presumption that the court considered and complied with applicable law. *Id.*

[6] We conclude that Wife's challenge to the trial court's distribution of the marital estate is not properly before us. We have previously recognized that the "long standing precedent" in Indiana is that a party cannot appeal from an agreed judgment absent a claim of fraud or lack of consent, or without an explicit reservation of the right to appeal in the agreed judgment. *Gallops v. Shambaugh Kast Beck & Williams, LLP*, 56 N.E.3d 59, 62-64 (Ind. Ct. App. 2016), *trans. denied*. In such circumstances, we will dismiss the appeal. *Id.* at 64.

[7] Here, following the court's distribution of the marital estate in the decree of dissolution, Wife entered into an Agreed Entry with Husband. In that Agreed Entry, Wife consented to paying an equalization payment to Husband in the

amount of \$27,389.94—the amount of the equalization payment the trial court directed her to make based on its distribution of the marital estate less the amount of the misallocated bank account. The trial court accepted the parties' Agreed Entry and adopted it as an order of the court.

[8] Wife did not reserve a right to appeal in the Agreed Entry. Further, she does not assert on appeal that she entered into the Agreed Entry under fraud or a lack of consent. Rather, her only challenge on appeal is to the trial court's distribution of the marital estate. But that argument is, in effect, a collateral attack on the equalization payment that Wife consented to pay in the Agreed Entry. We therefore conclude that Wife's arguments on appeal are improper, and we dismiss her appeal.

[9] Dismissed.

Brown, J., and Molter, J., concur.