

MEMORANDUM DECISION

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APPELLANT PRO SE

R.G.
Plainfield, Indiana

IN THE COURT OF APPEALS OF INDIANA

R.G.,
Appellant-Petitioner,

v.

J.S.,
Appellee-Respondent.

September 8, 2023

Court of Appeals Case No.
22A-PO-2546

Appeal from the
Hendricks Superior Court

The Honorable
Rhett M. Stuard, Judge

The Honorable
Joshua D. Adair, Magistrate

Trial Court Cause Nos.
32D02-2108-PO-492
32D02-2102-PO-110
32D05-2012-DN-693

Memorandum Decision by Senior Judge Robb
Judges May and Bradford concur.

Robb, Senior Judge.

Statement of the Case

- [1] In this consolidated appeal, R.G. challenges the trial court's orders denying his motions for relief from judgment and dismissing his combined motion to enforce settlement agreement and motion for breach of contract. Concluding that he has waived the issues he attempted to raise, we dismiss his appeal.

Facts and Procedural History

- [2] R.G. and J.S. were married, and in December 2020 R.G. filed for divorce. In February 2021, J.S. filed for a protective order against R.G., and in August 2021, R.G. filed for a protective order against J.S. R.G. subsequently filed appeals of all three causes, which this Court consolidated under this one cause number.
- [3] In the divorce case, the trial court dismissed R.G.'s combined motion to enforce settlement agreement and motion for breach of contract for failure to state a claim upon which relief could be granted. In both of the protective order cases, the trial court denied R.G.'s motions for relief from judgment. It is from these orders that R.G. attempts to appeal.

Discussion and Decision

- [4] At the outset, we note that J.S. did not file an appellate brief. When an appellee does not submit a brief, we will not undertake the burden of developing her arguments. *Winters v. Pike*, 171 N.E.3d 690, 698 (Ind. Ct. App. 2021). We

apply a less stringent standard of review and reverse if the appellant establishes prima facie error, which is error at first sight. *Id.*

[5] We also note that R.G. is proceeding pro se. Such litigants are held to the same standard as licensed counsel, are required to follow procedural rules, and must accept the consequences when they fail to do so. *Lowrance v. State*, 64 N.E.3d 935, 938 (Ind. Ct. App. 2016), *trans. denied*. Although we prefer to decide cases on the merits, where the appellant’s noncompliance with appellate rules is so substantial that it impedes our consideration of the issues, we may deem the alleged errors waived. *Picket Fence Prop. Co. v. Davis*, 109 N.E.3d 1021, 1029 (Ind. Ct. App. 2018), *trans. denied*.

[6] Indiana Appellate Rule 46(A)(8)(a) requires the appellant to set forth his contentions on the issues supported by cogent reasoning. “We will not become an advocate for a party or address arguments that are inappropriate or too poorly developed or expressed to be understood.” *Picket Fence*, 109 N.E.3d at 1029 (quoting *Basic v. Amouri*, 58 N.E.3d 980, 984 (Ind. Ct. App. 2016) (internal quotation marks omitted)).

[7] The argument section of R.G.’s brief contains two sub-headings. The first, “Relief from Judgment,” contains the standard of review for the denial of a motion for relief from judgment, what is represented to be a portion of a single paragraph from the parties’ marital settlement agreement, and a statement that R.G. submitted to the trial court an email he received from J.S. that he alleges is a threat and a violation of their marital settlement agreement. *See* Appellant’s

Br. p. 9. The second sub-heading is “Fraud on the Court.” In that section, R.G. devotes significant text to the “three ways to attack a judgment on the grounds of fraud on the court.” *Id.* at 10. This is followed by several sentences that purport to allege instances of fraud on the court by J.S. and a commissioner named Matt. *See id.* at 11.

- [8] R.G. failed to develop coherent arguments in support of his appeal. Consequently, our review of his claims is impeded by the fact that his arguments are too poorly developed and expressed to be understood. “Failure to present a cogent argument results in waiver of the issue on appeal.” *Martin v. Brown*, 129 N.E.3d 283, 285 (Ind. Ct. App. 2019); *see also* Appellate Rule 46(A)(8)(a). R.G.’s argument is not cogent and is, therefore, waived.

Conclusion

- [9] We are unable to address R.G.’s arguments concerning the trial court’s orders denying his motions for relief from judgment and dismissing his combined motion to enforce settlement agreement and motion for breach of contract because he has failed to comply with the Rules of Appellate Procedure. Accordingly, we dismiss his appeal.
- [10] Dismissed.

May, J., and Bradford, J., concur