

MEMORANDUM DECISION

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APPELLANT *PRO SE*

Chloe Rouse
Camby, Indiana

ATTORNEYS FOR APPELLEE

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Fishers, Indiana

IN THE COURT OF APPEALS OF INDIANA

Chloe Rouse,
Appellant / Plaintiff / Counterclaim-
Defendant,

v.

Zuluscape LLC,
Appellee / Defendant / Counterclaim-
Plaintiff.

September 21, 2023
Court of Appeals Case No.
23A-SC-503
Appeal from the Perry Township,
Marion County, Small Claims
Court
The Honorable Cheryl Rivera,
Judge
Trial Court Cause No.
49K04-2208-SC-2634

Memorandum Decision by Judge Bradford
Judges Vaidik and Brown concur.

Bradford, Judge.

Case Summary

- [1] Following apparent eviction proceedings, Chloe Rouse filed suit against Zuluscape LLC (“Zuluscape”) in the Perry Township small-claims court. On February 8, 2023, the small-claims court entered judgment in favor of Zuluscape in the amount of \$2565.02. On appeal, Rouse contends that the small-claims court abused its discretion in holding her, as a *pro-se* litigant, to the same standard as an attorney, and in awarding damages and attorney’s fees to Zuluscape. For its part, Zuluscape contends that the small-claims court did not abuse its discretion in any regard. Zuluscape also requests an award of appellate attorney’s fees. We affirm the judgment of the small-claims court but deny Zuluscape’s request for an award of appellate attorney’s fees.

Facts and Procedural History¹

- [2] Rouse filed suit against Zuluscape on August 19, 2022. On November 4, 2022, Zuluscape filed a counterclaim against Rouse. The small-claims court held a bench trial on January 31, 2023. On February 8, 2023, the small-claims court found that Rouse had failed to meet her burden of proof and that Zuluscape was “entitled to damages for paint, deep cleaning[,] and reasonable attorney[’s] pursuant to the terms of the lease.” Appellant’s App. Vol. II p. 9. The small-

¹ We note that Rouse’s statement of the facts is not cogent. Further, while Zuluscape cites to a transcript in its statement of the facts, no transcript was included as part of the appellate record. As such, our factual statement is limited to the chronological case summary and the appealed order, both of which were included in Rouse’s appendix.

claims court entered a judgment in favor of Zuluscape in the amount of \$985.42 plus \$1579.60 in attorney's fees, for a total judgment of \$2565.02.

Discussion and Decision

[3] Rouse, who represented herself both below and on appeal, first contends that the small-claims court abused its discretion by not granting her leniency as a *pro-se* party but rather holding her to the same standards as an attorney. Despite Rouse's contention, it is well-established that "a pro se litigant is held to the same standards as a trained attorney and is afforded no inherent leniency simply by virtue of being self-represented.'" *DeCola v. Steinhilber*, 207 N.E.3d 440, 443 (Ind. Ct. App. 2023) (quoting *Zavodnik v. Harper*, 17 N.E.3d 259, 266 (Ind. 2014)), *reh'g denied*; *see also Kelley v. State*, 166 N.E.3d 936, 937 (Ind. Ct. App. 2021); *Basic v. Amouri*, 58 N.E.3d 980, 983 (Ind. Ct. App. 2016). The small-claims court, therefore, did not abuse its discretion in holding Rouse to the same standards as an attorney. In addition, we note that Rouse's appellate brief, which does not contain any citation to any Indiana authority or the record, does not conform with the Indiana Rules of Appellate Procedure and her appendix lacks documents necessary for review of her appellate contentions. Despite these deficiencies, to the extent possible, we will nonetheless address the merits of Rouse's contentions.

I. Rouse’s Appellate Claims

[4] Rouse also contends that the small-claims court abused its discretion in both awarding \$985.42 in damages to Zuluscape and in awarding Zuluscape attorney’s fees.

Judgments in small claims actions are “subject to review as prescribed by relevant Indiana rules and statutes.” Ind. Small Claims Rule 11(A). In the appellate review of claims tried by the bench without a jury, the reviewing court shall not set aside the judgment “unless clearly erroneous, and due regard shall be given to the opportunity of the trial court to judge the credibility of the witnesses.” Ind. Trial Rule 52(A). In determining whether a judgment is clearly erroneous, the appellate tribunal does not reweigh the evidence or determine the credibility of witnesses but considers only the evidence that supports the judgment and the reasonable inferences to be drawn from that evidence. *See Estate of Reasor v. Putnam County* (1994), Ind., 635 N.E.2d 153, 158; *In re Estate of Banko* (1993), Ind., 622 N.E.2d 476, 481. A judgment in favor of a party having the burden of proof will be affirmed if the evidence was such that from it a reasonable trier of fact could conclude that the elements of the party’s claim were established by a preponderance of evidence. This deferential standard of review is particularly important in small claims actions, where trials are “informal, with the sole objective of dispensing speedy justice between the parties according to the rules of substantive law.” Ind. Small Claims Rule 8(A).

City of Dunkirk Water & Sewage Dep’t v. Hall, 657 N.E.2d 115, 116 (Ind. 1995).

[5] With respect to both her contention that the small-claims court abused its discretion in awarding \$985.42 in damages to Zuluscape and in awarding Zuluscape attorney’s fees, Rouse has failed to provide this court with a record

sufficient to prove that the small-claims court abused its discretion in either regard. As is stated in footnote 1, the appellate record does not contain a copy of the transcript. Further, Rouse's appendix does not include copies of her complaint, Zuluscape's answer, Zuluscape's counterclaim, or the underlying lease agreement. Rouse merely claims that the small-claims court should not have awarded Zuluscape damages for paint and deep cleaning of the residence because she had allegedly hired a cleaning company to clean the residence when she moved out and that an award of attorney's fees was improper because she claimed to have had a good-faith belief that her claims were supported by law. However, even assuming that Rouse had hired a cleaning company to clean the residence when she moved out, the record is devoid of any evidence proving that this rendered a deep cleaning of the residence by Zuluscape unnecessary. In addition, with respect to the attorney's-fees award, while not included in the appellate record, it appears that the lease agreement was included in the record below and was available for review by the small-claims court. Given the record before us, we cannot say that the small-claims court abused its discretion in awarding Zuluscape \$985.42 in damages or in determining that an award of attorney's fees was appropriate.

II. Zuluscape's Request for Appellate Attorney's Fees

[6] Zuluscape requests appellate attorney's fees. In making this request, Zuluscape cites *Cavallo v. Allied Physicians of Michiana, LLC*, 42 N.E.3d 995, 1010 (Ind. Ct. App. 2015), in which we noted that "[w]e have previously held that when a contract provision provides that attorney fees are recoverable, appellate

attorney fees may also be awarded.” Relying on our opinion in *Cavallo*, Zuluscape asserts that

it is undisputed that the Lease provides for an award of attorney’s fees in the event that Zuluscape prevails in enforcing the Lease. (Tr. Vol. III p. 25.) As a result, if Zuluscape prevails on this appeal, Zuluscape respectfully requests that it be awarded its appellate attorney’s fees and that the matter be remanded to the trial court to determine a reasonable amount for this award.

Appellee’s Br. p. 17. However, given that the appellate record does not contain either the transcript or a copy of the parties’ lease agreement, we cannot say that Zuluscape is entitled to an award of appellate attorney’s fees pursuant to the terms of the lease agreement.² Zuluscape’s request for appellate attorney’s fees is therefore denied.

[7] The judgment of the small-claims court is affirmed.

Vaidik, J., and Brown, J., concur.

² On August 4, 2023, Zuluscape filed a motion in which it requested that we order Rouse to obtain a transcript of the trial. We denied Zuluscape’s motion in an order dated August 22, 2023.