

MEMORANDUM DECISION

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IN THE COURT OF APPEALS OF INDIANA

Ryan S. Yoder,
Appellant-Defendant,

v.

State of Indiana,
Appellee-Plaintiff.

January 24, 2024

Court of Appeals Case No.
23A-CR-1280

Appeal from the
Marshall Superior Court

The Honorable
Matthew E. Sarber, Judge

Trial Court Cause No.
50D03-2106-F6-142

Memorandum Decision by Senior Judge Shepard
Chief Judge Altice and Judge Riley concur.

Shepard, Senior Judge.

- [1] Ryan Yoder appeals his conviction of conspiracy to commit auto theft, challenging the sufficiency of the evidence. Concluding the evidence is sufficient, we affirm.

Facts and Procedural History

- [2] Andrew Robison, who owned a 2004 Jeep Grand Cherokee, had been in a years-long relationship with Kayla McCord that ended in December 2019. McCord had been friends with Yoder for many years and began dating him in January 2020. About eight months later, McCord fell upon difficult financial times and decided to sell Robison’s Jeep. Yoder assisted her by finding a buyer. Yoder and McCord sold the Jeep to Yoder’s employer, Jonathon Pieper. Robison, who was incarcerated by that time, was unaware of the sale. Pieper subsequently sold the Jeep to William Gilpin.
- [3] The State charged Yoder with conspiracy to commit auto theft, a Level 6 felony. A jury found Yoder guilty as charged, and the trial court sentenced him to two years. He now appeals.

Discussion and Decision

- [4] Yoder contends the State’s evidence is insufficient to sustain his conviction of conspiracy to commit auto theft. When a defendant makes such a challenge after a jury verdict, “the appellate posture is markedly deferential to the outcome below” *Bowman v. State*, 51 N.E.3d 1174, 1181 (Ind. 2016). In

reviewing such a claim, we neither reweigh the evidence nor judge the credibility of witnesses. *Sandleben v. State*, 29 N.E.3d 126, 131 (Ind. Ct. App. 2015), *trans. denied*. Instead, we consider only the evidence most favorable to the verdict and any reasonable inferences drawn therefrom. *Id.* “It is not necessary that the evidence overcome every reasonable hypothesis of innocence.” *Tongate v. State*, 954 N.E.2d 494, 497 (Ind. Ct. App. 2011) (quoting *Norwood v. State*, 938 N.E.2d 1209, 1210 (Ind. Ct. App. 2010)), *trans. denied*. Rather, if there is substantial evidence of probative value from which a reasonable factfinder could have found the defendant guilty beyond a reasonable doubt, the verdict will not be disturbed. *Labarr v. State*, 36 N.E.3d 501, 502 (Ind. Ct. App. 2015).

[5] To convict Yoder of conspiracy to commit auto theft, the State must have proved beyond a reasonable doubt that (1) Yoder (2) knowingly or intentionally (3) agreed with McCord (4) to exert unauthorized control over the vehicle owned by Robison (5) with the intent to deprive Robison of any part of its value or use and (6) either Yoder or McCord performed an overt act in furtherance of their agreement. *See* Appellant’s App. Vol. II, p. 122; *see also* Ind. Code §§ 35-43-4-2(a)(1)(B)(ii) (2019) (auto theft), 35-41-5-2 (2014) (conspiracy). Here, Yoder challenges the State’s evidence of an agreement and an overt act in furtherance thereof.

[6] At trial, Pieper testified that Yoder initiated and facilitated his purchase of the Jeep. Pieper had only a single interaction with McCord to exchange the Jeep’s title for the cash purchase price, and Yoder was present at this meeting as well.

Likewise, McCord testified that Yoder helped her find a buyer for the Jeep, that he handled the sale, and that he was present at all points of the transaction. Further, Robison testified that the signatures on Exhibits 7 and 8, the title transfer form and the bill of sale, respectively, were not his and that he did not authorize the sale of the Jeep. A reasonable factfinder could infer an agreement to commit auto theft from these concerted actions. *See Erkins v. State*, 13 N.E.3d 400, 407 (Ind. 2014) (“It is not necessary . . . to present direct evidence of a formal express agreement. The agreement as well as the requisite guilty knowledge and intent may be inferred from circumstantial evidence alone, including overt acts of the parties in pursuance of the criminal act.” (quoting *Survance v. State*, 465 N.E.2d 1076, 1080 (Ind. 1984))).

[7] In addition, the State proved overt acts by Yoder in furtherance of the conspiracy. Pieper testified that Yoder informed him that the Jeep was for sale, and McCord testified that Yoder handled the “communication back and forth” with Pieper to arrange the transaction. Tr. Vol. 2, p. 69. Yoder was also present when McCord met with Pieper to finalize the sale. This evidence is sufficient to establish that Yoder acted in furtherance of his agreement with McCord. *See Hopper v. State*, 539 N.E.2d 944, 946 (Ind. 1989) (finding defendant’s participation in discussions regarding trading cocaine for marijuana and giving instructions for where to deliver marijuana was sufficient to establish conspiracy to deal in cocaine).

Conclusion

- [8] The evidence was sufficient to support Yoder's conspiracy conviction.

Altice, C.J., and Riley, J., concur.