

MEMORANDUM DECISION

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APPELLANT PRO SE

Lucas Wilkerson
Bedford, Indiana

IN THE COURT OF APPEALS OF INDIANA

Lucas Wilkerson,
Appellant-Plaintiff,

v.

Rick Norman,
Appellee-Defendant.

May 10, 2023

Court of Appeals Case No.
22A-SC-2054

Appeal from the Lawrence
Superior Court

The Honorable Robert R. Cline,
Judge

Trial Court Cause No.
47D02-2206-SC-191

Memorandum Decision by Judge Weissmann
Judges Bailey and Brown concur.

Weissmann, Judge.

- [1] Lucas Wilkerson took his 2009 Chevrolet Silverado to Rick's Automotive shop (Rick's Auto) for an upper engine rebuild. Unbeknownst to Wilkerson, the vehicle had about 100,000 more miles on it than reflected by the odometer. The mechanic fixed the original problem, but the vehicle broke down during a test drive when the cam shaft broke, shearing off a pin which bent the valves. Rick's Auto charged Wilkerson significantly more than originally quoted to do the additional repairs. This led Wilkerson to sue the owner of Rick's Auto, Rick Norman, in small claims court for alleged violations of the Indiana Deceptive Consumer Sales Act (DCSA).
- [2] After the small claims court rejected Wilkerson's claims, he now appeals arguing that he did not receive a fair trial and that the trial court erred in finding Norman did not violate the DCSA. We affirm.

Facts

- [3] On March 14, 2022, Wilkerson took his truck into Rick's Auto to fix a ticking noise. Norman initially gave Wilkerson a quote of \$1,400 to resolve the problem, although this was raised to \$1,800 before Wilkerson dropped the truck off. After completing the initial repairs, the bill rose to \$2,000 due to increased parts costs. But before the truck could be returned to Wilkerson, it broke down during a test drive. Norman told Wilkerson he would take it back to his shop and diagnose the problem.

- [4] A month later, Rick's Auto contacted Wilkerson to let him know that after further inspection, the engine was ruined. Norman provided Wilkerson with four options: (1) accepting the truck as-is for \$1,800 which would repay Norman for the work already done; (2) a partial rebuild of the engine for \$3,000; (3) a total rebuild for \$4,000; or (4) a complete engine replacement for \$6,000. Wilkerson told Rick that he did not have enough money to pay for the partial rebuild of the engine and that he needed time to figure it out.
- [5] When Wilkerson called Rick's Auto two weeks later, Norman, believing that he had Wilkerson's permission to do so, informed him that the shop had taken the engine out of the truck to clean and disassemble it. Norman then asked Wilkerson how much he had in cash, to which Wilkerson replied \$2,000. Norman advised that would cover the costs so far and that, if given the \$2,000 as a down-payment, he could get the truck back to Wilkerson within a week and that a payment plan could be worked out for the remainder.
- [6] Norman notified Wilkerson on May 16 that the truck had encountered further problems, obligating Rick's Auto to procure additional parts for the repair. This added another \$2,000 to the repair costs, raising the total to \$4,000. Norman offered to work with Wilkerson on a payment plan for the additional \$2,000. Wilkerson criticized the inconsistency in pricing which led to a hostile exchange with Norman. There was no communication until June 24, when Norman informed Wilkerson that the engine was prepared for reinstallation, but Rick's Auto required payment beforehand. Wilkerson expressed his

inability to pay the extra \$2,000 and said he would sue Norman to settle the matter.

- [7] During the small claims hearing, Wilkerson argued that Norman failed to provide itemized invoices for the finished work or consult him before performing the work. Wilkerson explained the issue to the court and presented ten to fifteen recorded phone calls with Norman as evidence. But when the court suggested he wait to play the calls only as needed for impeachment of Norman, Wilkerson agreed. In his defense, Norman testified that the vehicle was in significantly worse shape than originally believed and after the extent of the problems revealed themselves, Wilkerson gave permission to make the necessary repairs. Norman also presented a Carfax showing Wilkerson's truck had nearly double the number of driven miles on it than shown on the odometer. At no point did Wilkerson ask to cross-examine Norman or challenge the evidence Norman presented justifying his repairs. In the end, the trial court declined to hold Norman liable because the truck's engine failure was not his fault.

Discussion and Decision

- [8] We note at the outset that Norman did not file an appellee's brief. When an appellee fails to submit a brief, "we may reverse if the appellant establishes prima facie error, which is an error at first sight, on first appearance, or on the face of it." *In re paternity of S.C.*, 966 N.E.2d 143, 148 (Ind. Ct. App. 2012). This is a "less stringent standard of review with respect to the showing necessary to establish reversible error." *Id.* A small claims court is not bound by the rules of

trial procedure and has great discretion in the conduct of proceedings. *Elrod v. Brooks*, 910 N.E.2d 231 (2009). “It is an abuse of discretion if the small claims court’s decision is ‘clearly against the logic and effect of the facts and circumstances before the court.’” *Id.* (quoting *Williams v. State*, 782 N.E.2d 1039, 1045 (Ind. Ct. App. 2003)).

I. Fair Trial

A. Court Procedures

[9] Wilkerson appears to claim the trial court failed to follow appropriate procedures, breaching Small Claims Rule 8(A) and impeding the possibility of a fair trial, by not allowing him to present witnesses, cross examine Norman, or provide a closing statement. Small claims trials are intended to be “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). Procedurally, the trial court is not bound by the statutory provisions or rules of practice, procedure, pleadings, or evidence. *Id.*

[10] No procedural violation occurred here. Wilkerson had every opportunity to present his case, including the opportunity to present witnesses, cross-examine Norman, and provide a closing statement. Yet Wilkerson made no attempts to do so. When the court asked if Wilkerson had “anything further,” he responded only that he was unaware the actual mileage of his truck exceeded the reading on his odometer. Tr. Vol. II, p. 16. At no point did he try to cross-examine or impeach Norman’s testimony. A small claims court violates its procedure when

it “expressly den[ies]” a party the opportunity to present its arguments. *Hitchens v. Collection Specialists, Inc.*, 5 N.E.3d 422 (2014). As that did not happen here, no violation of the small claims court’s procedures occurred.

B. Evidence Review

[11] Wilkerson next contends that the trial court refused to properly consider the recordings of his phone calls with Norman before ruling against him. The small claims court’s decisions as they relate to evidence are reviewed for a “manifest abuse” of the court’s discretion. *Herren v. Dishman*, 1 N.E.3d 697, 705 (Ind. Ct. App. 2013).

[12] The record reflects no error by the small claims court. At trial, when the court asked Wilkerson if the phone recordings contradicted anything to which he had testified previously, Wilkerson replied, “it [gives] more details[,] more elaboration on . . . what I have provided already.” Tr. Vol. II, p. 9. After hearing this, the court proposed that it would wait to listen to the calls if necessary to resolve a disputed fact. Wilkerson agreed to this arrangement. Yet, after hearing Norman’s testimony, Wilkerson never identified any disputed facts. Thus, no reason existed for the court to listen to the phone calls. We see no abuse of the small claims court’s discretion in how it considered the evidence.

II. Indiana Deceptive Consumer Sales Act

[13] Lastly, as for his claim that Norman violated the DCSA, Wilkerson merely recites the text of three provisions of the DCSA with no explanation or

argument. Appellant's Br., pp. 9-10. Although we recognize that Wilkerson is representing himself on appeal, pro se litigants must still meet the basic requirements of an appeal, which includes making clear arguments supported by cogent reasoning. Ind. Appellate Rules 46(A)(8)(a); *see also Basic v. Amouri*, 58 N.E.3d 980, 983 (Ind. Ct. App. 2016) ("It is well settled that pro se litigants are held to the same legal standards as licensed attorneys."). Because Wilkerson does not challenge any specific finding by the small claims court or provide any rationale for how the court erred on this issue, and our own prima facie examination of the record reveals no error, we affirm the court's judgment in declining to hold Norman liable under the DCSA.

[14] Affirmed.

Bailey, J., and Brown, J., concur.