

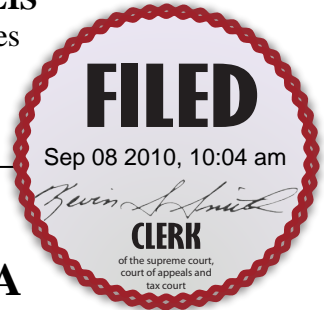
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**IN THE
COURT OF APPEALS OF INDIANA**

JAMES RICKETTS,)

Appellant,)

vs.)

No. 49A02-0911-CV-1083

FIRST HORIZON HOME LOANS)
and FANNIE MAE,)

Appellees.)

APPEAL FROM THE MARION SUPERIOR COURT
The Honorable John F. Hanley, Judge
Cause No. 49D11-0901-PL-1556

September 8, 2010

MEMORANDUM DECISION - NOT FOR PUBLICATION

BROWN, Judge

James Ricketts appeals the denial of his motion to correct errors and his motion for final judgment. Ricketts, *pro se*, raises a number of issues, which we consolidate and restate as whether the trial court abused its discretion in denying Ricketts's motion to correct errors. We affirm.

The relevant facts follow. On April 25, 2007, Ricketts executed a promissory note in favor of First Horizon Home Loan Corporation in the original amount of \$59,000 and a mortgage granting First Horizon a security interest in his real property and residence in Indianapolis. Section 5 of the mortgage provided that Ricketts shall keep the improvements on the property “insured against loss by fire, hazards included within the term ‘extended coverage,’ and any other hazards including, but not limited to, earthquakes and floods, for which [First Horizon] requires insurance.” Appellees’ Appendix at 30. Section 5 further provided that if Ricketts fails to maintain the insurance coverage, First Horizon “may obtain insurance coverage, at [First Horizon’s] option and [Ricketts’s] expense,” that Ricketts “acknowledges that the cost of the insurance so obtained might significantly exceed the cost of insurance that [Ricketts] could have obtained,” that “[a]ny amounts disbursed by [First Horizon] under this Section 5 shall become additional debt of [Ricketts] secured by [the mortgage],” and that the additional debt “shall bear interest . . . from the date of disbursement and shall be payable, with such interest, upon notice from [First Horizon] to [Ricketts] requesting payment.” *Id.* Section 5 also provided that all insurance policies shall be subject to First Horizon’s right to disapprove such policies.

On April 30, 2008, First Horizon sent a notice of intent to place insurance to Ricketts indicating that Ricketts's "hazard insurance policy expired on 04/05/2008," that First Horizon had not received a renewal policy, that the mortgage required that "insurance coverage be maintained on [Ricketts's] property at all times," and that if Ricketts had obtained new coverage to "provide [First Horizon] with proof of coverage." Id. at 131. The notice also stated that if First Horizon did not receive proof of insurance coverage within sixty days, First Horizon would obtain a policy for Ricketts and that Ricketts's monthly loan payments would be adjusted in the future for the payment of the insurance premium.¹ On June 2, 2008, First Horizon sent Ricketts a second notice of intent to place insurance, which was substantially similar to the first notice except that it stated that First Horizon had secured temporary insurance coverage, attached a binder showing the form of temporary coverage, and stated that upon receipt of Ricketts's policy the binder would be cancelled.

On July 3, 2008, First Horizon obtained an insurance policy on Ricketts's behalf and sent Ricketts a notice of placement of insurance. The notice stated: "You may still purchase your own policy through an agent of your choice. If you do so, your account will only be charged for the period that our policy remains in force. Any unused premium will be refunded to your escrow account." Id. at 139.

¹ The notice provided that Ricketts's monthly loan payments would be adjusted whether or not he had an escrow account with First Horizon. If Ricketts did not have an escrow account, First Horizon would establish one and the escrow payment for the insurance would "then become a required amount due along with the monthly principal and interest payment." Appellees' Appendix at 131.

On July 21, 2008, Ricketts contacted First Horizon by phone and indicated that he had changed hazard insurance carriers. First Horizon received documentation of the new policy which Ricketts had obtained. The new hazard insurance policy indicated that it was effective as of June 19, 2008. First Horizon then requested cancellation of the hazard insurance it had obtained on behalf of Ricketts, and the cancellation was effective as of June 19, 2008. First Horizon then charged Ricketts's loan account "solely for the period where a lapse in insurance coverage occurred" which was "[m]ore specifically, . . . from April 5, 2008 to June 19, 2008 and the cost for coverage during this time totaled \$263.00." Id. at 147.

First Horizon sent Ricketts a new mortgage payment notice and annual escrow review which indicated that Ricketts had additional indebtedness of \$263 and that he had the option to pay that amount in full or spread the amount over twelve months and include the prorated amount in his monthly payment.² In his monthly payments for November and December 2008, Ricketts included an amount equal to \$21.92 in addition to his principal and interest obligation. First Horizon then sent Ricketts a second new mortgage payment notice and annual escrow review which reflected the November and

² Specifically, the new mortgage payment notice indicated that Ricketts's monthly payments had been \$397.50, and that the new monthly payment effective October 1, 2008, was \$419.42. The notice stated: "Your escrow disclosure indicates a shortage of \$263.00. For your convenience, we have spread this amount over 12 months and included it in your new monthly payment. However, you may choose to pay it in full and reduce your monthly payment to \$397.50." Appellees' Appendix at 149. The notice indicated that the new monthly payment was calculated by adding the amount of \$21.92, the "prorated shortage," to the amount of \$397.50, the "principal and interest," for a total monthly payment of \$419.42. Id.

December 2008 payments and re-calculated the additional indebtedness to be \$219.16 and the new monthly payment to be \$415.76.³

On January 12, 2009, Ricketts, *pro se*, filed a complaint against First Horizon in the Marion Superior Court. In the complaint, Ricketts appears to have alleged that the insurance coverage which previously covered the property and which had elapsed contained a “grace period” which prevented the need for First Horizon to obtain coverage on his behalf. *Id.* at 17. Ricketts further alleged that First Horizon is “ignorant of insurance laws and mortgage loan laws, and in [its] anger and hatred for [Ricketts], MALICIOUSLY overcharge[d] [Ricketts] and ruin[ed] his ‘credit score.’” *Id.* Ricketts alleged that he “lost \$250,000 when a bank officer who was a southerner (meaning people who were born in one of the 16 states that comprised the Confederate [sic] States of America, CSA, in 1861, during the American Civil War)[,] refused to pay [his] request for withdrawals from his own account, and stole a \$30,000 cash deposit from [Ricketts],” and that First Horizon is “domiciled in the old ‘Civil War’ [sic] south, . . . and obviously have [sic] been robbing [Ricketts] for more than 35 years and loss of time in defending his life and property from [sic] [First Horizon] is costly to [Ricketts].” *Id.* at 18. Ricketts alleged that First Horizon claimed that it was holding his payments in a “‘suspense’

³ Specifically, the second new mortgage payment notice indicated that Ricketts’s monthly payments were currently \$419.42 and that the new monthly payment effective January 1, 2009, was \$415.76. The notice stated: “Your escrow disclosure indicates a shortage of \$219.16. For your convenience, we have spread this amount over 12 months and included it in your new monthly payment. However, you may choose to pay it in full and reduce your monthly payment to \$397.50.” Appellees’ Appendix at 149. The notice indicated that the new monthly payment was calculated by adding the amount of \$18.26, the prorated shortage, to the amount of \$397.50 for a total monthly payment of \$415.76.

account, because [he] did not increase his payments” and that First Horizon “fraudulently reported to Trans-union credit bureau, that [Ricketts] was delinquent for the first 10 months of the mortgage contract.” Id. Ricketts alleged that he “does 80% of the labor contracted by the mortgage through his own company.”⁴ Id. at 19. Ricketts alleged that he is the founder and CEO of ALFE, Inc., which is a “non-profit specializing in higher education assistance programs for students from low to moderate income families [sic],” that his “work and experience has proven costs of \$450 per hour to Alfe . . . with an additional \$50 per hour in salary to [Ricketts]; or \$500 per hour,” and that he “seek [sic] \$90,000 from the [First Horizon] for detaining [him] for more than 190 hours over the past 19 months, and [First Horizon was] Malicious and Libelous, and [First Horizon] Conspired to Impoverish and Ruin [him].” Id. at 19-20.

On March 5, 2009, First Horizon notified the trial court that it had sent interrogatories, a request for production of documents, and requests for admissions to Ricketts on February 27, 2009. On April 6, 2009, First Horizon filed a motion to dismiss Ricketts’s complaint arguing that Ricketts failed to respond to its requests for admissions, that the admissions were therefore conclusively established by operation of law, and that given the admissions Ricketts did not present a claim upon which relief could be granted.

On April 13, 2009, Ricketts, *pro se*, filed a motion for summary judgment. In his motion, Ricketts argued that he received insufficient service of process with respect to

⁴ Ricketts also alleged that he is “a house painter and [sic] carpenter,” “skilled in indoor electricity (house wiring),” “skilled in welding and plumbing [sic] and heating,” a “Property Mgr. (1971-77),” “skilled as a Marion Co. Housing Inspector 1967-69,” a “trained landscaper & tree trimmer,” a “roofer & gutter installer,” and a “skilled and trained auto & truck mechanic.” Appellees’ Appendix at 19.

First Horizon's discovery requests. Ricketts further argued that the insurance was "overpaid by \$1,000.00 . . . because the sq. footage was overstated resulting in a higher premium."⁵ Id. at 51.

On April 29, 2009, First Horizon notified the trial court that it had reissued discovery by sending interrogatories, a request for production of documents, and requests for admissions to Ricketts on April 27, 2009. On May 4, 2009, First Horizon filed a notice withdrawing its motion to dismiss, which the court approved on May 5, 2009. On May 8, 2009, First Horizon filed a response to Ricketts's motion for summary judgment.

On May 12, 2009, First Horizon filed a motion for partial summary judgment arguing that it was entitled to summary judgment regarding Ricketts's "claims for damages arising from the application of force placed hazard insurance." Id. at 157. On June 15, 2009, First Horizon filed a second motion for summary judgment regarding all remaining claims arguing that Ricketts "admits that there are no facts upon which he relies as a basis for any of the allegations in his Complaint" and "further admits that there are no documents, writings, records, or papers of any sort, which he intends to utilize as evidence of, or a basis for any allegations asserted in his Complaint." Id. at 166. On June 22, 2009, Ricketts, by counsel,⁶ filed a motion for leave to withdraw admissions and

⁵ Ricketts also appears to have argued that the suit has "cost [him] more than \$500,000.00 in loss of Grant Procurement time and income, as a Fund-raiser and Charity-soliciter, Builder, Re-Builder, and Property Manager," that he "also maintained licenses as a School Teacher, Insurance Broker, and Taxi Driver," and that he "cannot donate [his] limited knowledge to benefit [First Horizon] without costs." Appellees' Appendix at 52.

⁶ It appears from the trial court's chronological case summary that counsel had filed an appearance to represent Ricketts on or about May 7, 2009.

for enlargement of time to answer discovery, and on July 2, 2009 First Horizon filed a response to Ricketts's motion. On July 10, 2009, Ricketts filed a motion for denial of summary judgment and a brief in response to First Horizon's second motion.

On August 3, 2009, the court held a hearing. At the start of the hearing, Ricketts by counsel withdrew the summary judgment motion Ricketts had filed on April 13, 2009 because "it seem[ed] like that Motion for Summary Judgment was predicated primarily upon [First Horizon's] Motion to Dismiss response that is gone and no longer an issue" Transcript at 15.⁷ The court then heard arguments on the two summary judgment motions filed by First Horizon on May 12, 2009, and June 15, 2009.

On September 2, 2009, the court issued an order which granted First Horizon's summary judgment motions and denied Ricketts's motion to withdraw admissions. On September 22, 2009, the court issued an entry of summary judgment in which it granted both of First Horizon's summary judgment motions, dismissed Ricketts's complaint, and awarded First Horizon costs and attorney fees in connection with the action.⁸

At some point, Ricketts, *pro se*, filed a "Motion for Final Judgment" in which he argued that his former counsel had withdrawn Ricketts's motion for summary judgment and that Ricketts was "re-submitting" the motion for summary judgment as "now becomes [Ricketts's] Motion for Final Judgement [sic]." Appellant's Appendix, Exhibit

⁷ Counsel for First Horizon also verbally indicated to the trial court that it had withdrawn its motion to dismiss.

⁸ Counsel for Ricketts withdrew in September 2009.

E at 1-2. On October 13, 2009, the trial court denied Ricketts's motion for final judgment.

On October 21, 2009, Ricketts filed a motion to correct errors alleging that "numerous mistakes were made by counsel assisting [Ricketts] pro se, causing the alteration of the complaint by [Ricketts's] counsel, and the early resignation of [Ricketts's] counsel, confusing the real issues of the complaint." Appellees' Appendix at 10. Ricketts also argued in the motion that all of the court's orders were in favor of "white defendants" and against him as a "Black Native Amer." and that Indiana courts show a "continuation of extreme racial bias and the promotion of white supremacy"

Id. On October 23, 2009, the trial court denied Ricketts's motion to correct errors. Ricketts filed a notice of appeal indicating that he is seeking review of the court's order on October 13, 2009 denying his motion for final judgment and the court's order on October 23, 2009 denying his motion to correct errors.⁹

Initially, we note that although Ricketts is proceeding *pro se*, such litigants are held to the same standard as trained counsel and are required to follow procedural rules. Evans v. State, 809 N.E.2d 338, 344 (Ind. Ct. App. 2004), trans. denied. This court will not "indulge in any benevolent presumptions on [their] behalf, or waive any rule for the orderly and proper conduct of [their] appeal." Ankeny v. Governor of State of Indiana, 916 N.E.2d 678, 689 (Ind. Ct. App. 2009), reh'g denied, trans. denied (citation omitted).

⁹ Ricketts's appellant's case summary indicates that he is seeking review of the court's October 23, 2009 order denying the motion to correct errors.

We first address whether the trial court abused its discretion in denying Ricketts's motion to correct errors. Generally, we review rulings on motions to correct error for an abuse of discretion. Ind. Bureau of Motor Vehicles v. Charles, 919 N.E.2d 114, 116 (Ind. Ct. App. 2009); Speedway SuperAmerica, LLC v. Holmes, 885 N.E.2d 1265, 1270 (Ind. 2008), reh'g denied. An abuse of discretion occurs if the trial court's decision is against the logic and effect of the facts and circumstances before it, or the reasonable inferences drawn therefrom. Lighty v. Lighty, 879 N.E.2d 637, 640 (Ind. Ct. App. 2008), reh'g denied.

Ricketts's motion to correct errors consisted of the following allegations:

WHREAS [sic] numerous mistakes were made by counsel assigning the plaintiff pro-se, causing alteration of the complaint by the plaintiff's counsel, and the early resignation of the plaintiff's counsel, confusing the real issues of the complaint.

And pursuant to Ind Rules of Court, the plaintiff moves to correct errors for appeal to Ind Court of Appeals.

Wherefore NO ORDERS were approved for the plaintiff, who is a Black Native Amer., and at least 4 orders were approved by the Court for the white Defendants. And the plaintiff pro se's – 35 yr history of fighting back Racial Discrimination in the Indiana Courts spells a continuation of Extreme Racial Bias and the promotion of White Supremacy – WE CANNOT ALWAYS LOOSE [sic] BECAUSE WE ARE BLACK!

Appellees' Appendix at 10.

We initially observe that Ricketts's arguments in his motion to correct errors do not appear to satisfy the requirements of Ind. Trial Rule 59. Rule 59(E) provides in part that “[a]ny error raised . . . shall be stated in specific rather than general terms and shall be accompanied by a statement of facts and grounds upon which the error is based.”

On appeal, Ricketts raises a number of issues and attempts to make numerous arguments.¹⁰ Ricketts fails to cite to relevant authority or relevant portions of the record

¹⁰ For instance, in his statement of the issues, which comprise over nine pages of his appellant's brief, Ricketts appears to present issues regarding whether First Horizon is "operating without a license to let mortgages in Indiana," whether First Horizon is "operating 'Foreclosure COnsultant [sic] Business' without complying with Indiana Law," whether First Horizon's motion to dismiss was timely filed, whether "the appellees intentionally defrauded the borrower in Conspiracy and swindled the appellant by employing a kick-back scheme operated by the lender," and whether the "sudden reduction of Soc. Sec. Income to the appellant was obviously done to acquire or foreclose the property." Appellant's Brief at 3-10.

Ricketts states that he has filed a separate suit to recover "approx. \$250,000 in unpaid benefits" and that he has "exhausted the administrative remedies . . ." Id. at 7. Ricketts also states that a rental property was taken from him in 1986 "by foul play, attorney misconduct and government corruption," that there was an illegal foreclosure, that he lost "more than \$100,000 in tools and sensitive data, organizational property, and personal property," that he later filed suit "against the FDIC and an Indpls. bank who absconded [sic] with a \$30,000 savings deposit . . . and an [sic] second Indpls. bank who absconded [sic] with a \$45,000 checking acct. deposit . . . , and the Indpls. Marrott Hotel who absconded [sic] and stole the personal property and banking records and clothing and corporation documents and evidence from [Ricketts,] and the Indpls. Police Dept. who confiscated and wrongfully converted the automobile of [Ricketts]." Id. at 8-9. Ricketts states that he "will begin a new \$50 billion dollar class action for Civil relief from all parties that has already been reviewed by the District Ct., as soon as the Soc. Security matter is adjudged." Id. at 10.

Ricketts argues that "(the appellant and the owner-operater [sic] of the property) had no control over the U.S. govt., nor the Indiana govt., nor any other court or jurisdiction in the U.S., but the record will still show that these governments and courts and 'armed persons in error' are not going to run us away without a war because we are black and intimidated." Id. at 12. Ricketts argues that First Horizon "think[s] that only the borrower is subject to the law" and that "they will become subject to the law of the people, and we will take the power from them." Id. Under the heading of "Statement of the Case," Ricketts states under the subheading "What the appellant contends by cognitive reasoning" that "whereas a new Civil case has been filed in the Indpls Dist. Ct. the inflicted poverty of Mr. Ricketts has prevented him from paying the filling [sic] fees, and the Indpls. Dist. Ct. did not approve the request for fee-waiver to return the (now \$10,000,000.00) case to Chicago for the second appeal as required" and that "the fee-waiver was not approved by Judge McKinney of the Dist. Court because he did not believe Mr. Ricketts was serious about his demand for (\$50 billion) dollars in class-action resolve, and (\$10 million) in personal re-payment to Mr. Ricketts." Id. at 14.

Under a heading entitled "Each Issue for Review," Ricketts argues that this court must determine that his former attorney "erred [sic] in failing to abide by their agreement" with him. Id. at 15. Ricketts also states: "(In any case, this report should indicate that Mr. Ricketts is a Civil Rights Leader who has performed, esp. in matters involving the legal rights of black people and minorities in Indiana and America for more than 50 years; and [former counsel] is a 22 year old white lady lawyer who is only beginning her career, and [former counsel] are veteran black lawyers with whom [Ricketts] is acquainted for about 30 years . . .)" Id. at 16. Ricketts further argues that First Horizon does not have the right to "cause financial hardships in lending or to enter collusion with the Soc. Security Admin. to force or

or develop an argument with respect to the issues he attempts to raise on appeal. In addition, Ricketts failed to develop an argument, attach relevant affidavits, or point to evidence before the trial court to support the allegations that he set forth or attempted to set forth in his motion to correct errors. Accordingly, we conclude that Ricketts's arguments on appeal are waived. See Loomis v. Ameritech Corp., 764 N.E.2d 658, 668 (Ind. Ct. App. 2002) (holding argument waived for failure to cite authority or provide cogent argument), reh'g denied, trans. denied.

To the extent that Ricketts argues that this court “must determine that the trial court decision must be reversed because the new evidence has shown [First Horizon] do[es] not have the right to increase the monthly installments, nor [does First Horizon] have the right to purchase additional hazard insurance . . . ,” see Appellant's Brief at 16-17, we note that the trial court properly granted summary judgment to First Horizon. Summary judgment is appropriate only where there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Ind. Trial Rule 56(C); Mangold ex rel. Mangold v. Ind. Dep't of Natural Res., 756 N.E.2d 970, 973 (Ind. 2001). All facts and reasonable inferences drawn from those facts are construed in favor of the nonmovant. Id. Our review of a summary judgment motion is limited to those materials designated to the trial court. Id. In reviewing a trial court's ruling on a motion for summary judgment, we may affirm on any grounds supported by the Indiana Trial Rule 56 materials. Catt v. Bd. of Comm'rs of Knox County, 779 N.E.2d 1, 3 (Ind. 2002).

otherwise swindle or rob persons with disabilities or anyone of money and property to the enterprise of the appellees.” Id. at 17.

The record shows that Ricketts's hazard insurance policy expired on April 5, 2008, that First Horizon sent Ricketts at least two notices regarding the requirement that Ricketts maintain hazard insurance and its intent to obtain such insurance on Ricketts's behalf if he did not do so, that First Horizon purchased an insurance policy on Ricketts's behalf and notified Ricketts that it had done so, that Ricketts obtained a hazard insurance policy on his own behalf which was effective as of June 19, 2008, and that First Horizon cancelled, effective June 19, 2008, the insurance policy that it had obtained on Ricketts's behalf after it received documentation of the policy obtained by Ricketts. First Horizon charged Ricketts's loan account "solely for the period where a lapse in insurance coverage occurred" which was "[m]ore specifically, . . . from April 5, 2008 to June 19, 2008 and the cost for coverage during this time totaled \$263.00." Appellees' Appendix at 147. First Horizon gave Ricketts the option to either pay the amount in full or to spread the amount over twelve months.

Section 5 of the mortgage permitted the actions taken by First Horizon. Specifically, as previously mentioned, Section 5 provided that if Ricketts failed to maintain the required insurance coverage, First Horizon "may obtain insurance coverage, at [First Horizon's] option and [Ricketts's] expense," that Ricketts "acknowledges that the cost of the insurance so obtained might significantly exceed the cost of insurance that [Ricketts] could have obtained," that "[a]ny amounts disbursed by [First Horizon] under this Section 5 shall become additional debt of [Ricketts] secured by [the mortgage]," and that the additional debt "shall bear interest . . . from the date of disbursement and shall be payable, with such interest, upon notice from [First Horizon] to [Ricketts] requesting

payment.” Id. at 30. Ricketts’s arguments that First Horizon did “not have the right to increase the monthly installments” or to “purchase additional hazard insurance,” see Appellant’s Brief at 16-17, are not persuasive. Accordingly, summary judgment in favor of First Horizon was proper and the trial court did not abuse its discretion in denying Ricketts’s motion to correct errors upon these bases.

To the extent that Ricketts argues that the hazard insurance policy which expired on April 5, 2008 had a “grace period,” see Appellant’s Reply Brief at 4-5, the designated evidence demonstrates that First Horizon was not obligated to give Ricketts additional time to obtain insurance coverage, whether in reliance upon any provision providing for a grace period in Ricketts’s previous insurance policy or otherwise.¹¹ The trial court did not err in granting summary judgment to First Horizon on this issue.

Ricketts argues that First Horizon “charged [him] \$1282.00 in duplicated hazard insurance, (purchased by the appellees) when the appellant has already provided proof of insurance” and that “the lenders are trying to collect this additional premium in contravention of PL. 73-2004 Sec. 45, 2.5^[12] . . . where the lender is forbidden from carrying insurance in excess of the property vaule [sic].” Appellant’s Brief at 13. To the extent that Ricketts argues that he was forced to pay a duplicated payment of \$1,282, the designated evidence shows that First Horizon notified Ricketts that he was responsible

¹¹ In support of his argument, Ricketts cites to Ind. Code § 36-9-40-25, which appears to relate to the collection by a county of delinquent installments in connection with a sewage disposal system.

¹² Ind. Code § 32-29-1-2.5 (enacted pursuant to Pub. L. No. 73-2004, Sec. 45) provides: “A mortgagee or a mortgagee’s assignee or representative may not require a mortgagor, as a condition of receiving or maintaining a mortgage, to obtain hazard insurance coverage against risks to improvements on the mortgaged property in an amount exceeding the replacement value of the improvements.”

under Section 5 of the mortgage for the premium for the policy it had obtained on his behalf, which began on April 5, 2008 and ended on June 19, 2008, and that the amount of the prorated premium was equal to \$263.¹³ Ricketts's argument that "\$1,282.00 was charged against the mortgage payments, plus 'late charges,' plus a new 'hike' in the monthly installments of approx. \$25 per month" and that "the \$1,282 must be returned to [Ricketts]," see Appellant's Reply Brief at 5, does not correctly reflect the designated evidence and is unavailing. Summary judgment in favor of First Horizon on this issue was proper.

As previously mentioned, Ricketts also appears to challenge the trial court's denial of his motion for final judgment. Ricketts argues that "[a]fter the Summary Judgment was granted to [First Horizon], the court granted a second Summary Judgment to [First Horizon] (demanding more charges and court costs from me, as if the fight was over)" and that "[s]o, I prepared a Motion for Final Judgement [sic] to allow [the judge] to review his errors and withdraw the Judgements [sic]." Appellant's Brief at 16. We initially note that the record shows that the court disposed of all claims raised by Ricketts's complaint in its entry of summary judgment on September 22, 2009. Specifically, the court's entry provided: "The Court finds in favor of [First Horizon] and against [Ricketts's] claims in his Complaint, thus the Complaint is hereby dismissed, *with prejudice*." Appellees' Appendix at 2. A judgment is a final judgment if "it disposes of all claims as to all parties." In re Guardianship of Phillips, 926 N.E.2d 1103, 1106 (Ind.

¹³ The sum of \$1,282 represented the total annual premium for the policy obtained by First Horizon on behalf of Ricketts.

Ct. App. 2010) (citing Ind. Appellate Rule 2(H)(1); Bueter v. Brinkman, 776 N.E.2d 910, 912-913 (Ind. Ct. App. 2002) (a final judgment “disposes of all issues as to all parties, to the full extent of the court to dispose of the same, and puts an end to the particular case as to all of such parties and all of such issues”) (quotation omitted)). Also, to the extent that Ricketts attempted to “re-submit” his motion for summary judgment, Ricketts does not point to any authority which would permit him to re-file or re-submit a motion for summary judgment after summary judgment had already been granted to First Horizon on all issues and the complaint had been dismissed. The trial court did not err when it denied Ricketts’s motion for final judgment.

Based upon our review of the record and Ricketts’s arguments, we conclude that the trial court did not abuse its discretion or err in denying Ricketts’s motion to correct errors or his motion for final judgment.

For the foregoing reasons, we affirm the rulings of the trial court.

Affirmed.

NAJAM, J., and VAIDIK, J., concur.