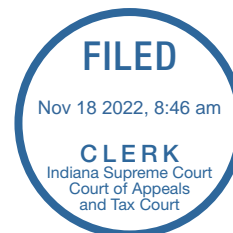


MEMORANDUM DECISION ON REHEARING

Pursuant to Ind. Appellate Rule 65(D), this Memorandum Decision shall not be regarded as precedent or cited before any court except for the purpose of establishing the defense of res judicata, collateral estoppel, or the law of the case.



ATTORNEY FOR APPELLANT

Patrick B. McEuen
McEuen Law Office
Portage, Indiana

ATTORNEYS FOR APPELLEE

Donald W. Shelmon
Rensselaer, Indiana

John A. Cremer
Jonathan E. Lamb
John S. Phillipp
Cremer & Cremer
Fishers, Indiana

IN THE COURT OF APPEALS OF INDIANA

Brian L. Meyer,
Appellant-Petitioner,

v.

The Laverne R. and Nancy P.
Meyer Revocable Living Trust
Dated June 6, 2006, Thomas
Meyer, and Jan DeWees,
Appellees-Respondents.

November 18, 2022

Court of Appeals Case No.
22A-PL-893

Appeal from the
Jasper Superior Court

The Honorable
Russell D. Bailey, Judge

Trial Court Case Nos.
37D01-1803-PL-169

Shepard, Senior Judge.

- [1] On August 24, 2022, we issued a memorandum decision affirming the judgment of the trial court. *Meyer v. Laverne R. and Nancy P. Meyer Revocable Living Tr. Dated June 6, 2006, et al.*, Case No. 22A-PL-893, 2022 WL 3651792 (Ind. Ct. App. August 24, 2022).
- [2] Appellant Brian L. Meyer has filed a petition for rehearing, presenting several claims. Appellees The Laverne R. and Nancy P. Meyer Revocable Living Trust Dated June 6, 2006 and Thomas Meyer have filed a response to Brian’s petition. We grant rehearing for the limited purpose of correcting a statement of fact in the memorandum decision, but we otherwise continue to affirm the trial court’s judgment in all respects.
- [3] It is undisputed that Thomas and his wife purchased a life insurance policy on his parents, Laverne and Nancy. In the memorandum decision, we stated that Thomas “gave Jan and Brian an opportunity to buy interests in the policy, but they both refused.” *Id.* at *3. This statement accurately reflects Thomas’ trial testimony. Tr. Vol. 2, p. 158. But Brian testified that Thomas never offered him the chance to buy into the life insurance policy. *Id.* at 225. And in the final judgment, the trial court found only that the testimony about Thomas’ offer to Jan and Brian “is disputed” and declined to resolve that conflict in the testimony. Appellant’s App. Vol. 2, p. 17.

- [4] As noted in the memorandum decision, we are obligated to consider the facts in the light most favorable to the judgment. *Meyer*, slip op. at *10 (citing *In re Est. of Compton*, 919 N.E.2d 1181 (Ind. Ct. App. 2010), *trans. denied*). Accordingly, we should have followed the trial court’s finding of fact that the evidence about Thomas’ offer to Jan and Brian was disputed and unresolved. Our one misstatement does not provide grounds to otherwise reconsider our memorandum decision. And, having examined the other claims set forth in Brian’s petition for rehearing, we reject them.
- [5] We grant Brian’s petition for rehearing but continue to affirm the judgment of the trial court in all respects.

Mathias, J., and Pyle, J., concur.