MEMORANDUM DECISION

IN THE

Court of Appeals of Indiana

Alfred R. Edyvean, Jr.,
Appellant-Plaintiff

v.

Auto Zone Retail,
Appellee-Defendant

May 3, 2024

Court of Appeals Case No.
23A-SC-2012

Appeal from the Marion Small Claims Court

The Honorable Myron E. Hockman, Judge Pro Tempore

Trial Court Cause No.
49K01-2212-SC-5286

Memorandum Decision by Judge Weissmann
Judges Mathias and Tavitas concur.

Weissmann, Judge.

[1] Alfred Edyvean, Jr., bought an oil filter from an Auto Zone store. Almost immediately after his mechanic installed the filter in Edyvean's vehicle, the engine failed and required replacement. Edyvean sued Auto Zone in small claims court, claiming the store sold him the wrong filter and was responsible for the engine damage. The court found the evidence conflicting and ruled in Auto Zone's favor. Finding the judgment was not clearly erroneous, we affirm.

Facts

[2] Edyvean went to an Indianapolis Auto Zone store in pursuit of an oil filter for his 2002 Honda Odyssey, which he had purchased 60 days earlier. The car had an odometer reading of about 200,000 miles. Edyvean intended to have his friend, who had experience "servicing semis" and performing mechanical work "on the side," install the filter in the Honda. Tr. Vol. II, p. 25.

[3] Edyvean's receipt from Auto Zone showed that he had purchased an oil filter with a model number of S7317, which was designed to fit 2020-2022 Honda Odysseys, not the 2002 version he owned. Within an hour after the mechanic installed the filter, the engine failed while Edyvean was driving. The engine cost Edyvean nearly $4,000 to replace, although the car was worth only about $2,500 when in working order.

[4] Edyvean sought reimbursement from Auto Zone for the engine repair and related expenses. As part of his claim, Edyvean submitted the oil filter in question to Auto Zone for testing. The testing showed no manufacturing defects

and that the oil filter did not leak when properly tightened on a clean mounting surface. Auto Zone therefore denied Edyvean's claim.

[5] Edyvean filed a complaint pro se against Auto Zone in small claims court. He attached to his claim a letter he'd written to Auto Zone claiming the store employee said that "any of these [oil filters] will work on a **2022**[] Honda Odyssey." Appellee's App. Vol. II, p. 6 (emphasis added). In his "Statement" relating to the complaint and also tendered to the court, Edyvean described his purchase at the Auto Zone store as follows:

> I went to Auto Zone and asked for an oil filter for a **2002**[] Honda Odyssey and the young, male representative showed me between 20 to 30 options on his computer. I said: "I don't know which one of these I need. That's why I came with the Year/Make and Model of my car." He said: "[A]ny of these will work on a **2022**[] Honda Odyssey," so we picked one and I gave it to my mechanic to install."

Id. at 2 (emphasis added).

[6] At the small claims trial, Edyvean testified that his references to a 2022 Honda Odyssey in the tendered documents were typographical errors. He maintained that he provided the correct year of his car to the Auto Zone employee and that the employee selected the wrong oil filter for him.

[7] Auto Zone's evidence showed that the make, model, and year of a vehicle must be obtained from the customer and inserted into the store's computer system before the applicable parts are displayed. An Auto Zone district manager also testified that the store's computer would have shown no more than five or six

brands of that particular model of oil filter, not the 20 to 30 that Edyvean described.

[8] The trial court entered judgment for Auto Zone and against Edyvean. In its ruling, the court noted:

> Plaintiff states salesman said 'would work on 2022 Honda[.]' Plaintiff referred to vehicle as 2022 in Court when not reading from prepared document. Plaintiff should have noticed also wrong year when salesman it (sic). Part purchased was for 2022. Court not convinced error on part of Auto Zone.

Appealed Order, p. 3.

Discussion and Decision

[9] Edyvean contends the trial court was obligated to rule in his favor. "We generally review small claims judgments for clear error, giving considerable deference to the small claims court and its assessment of witness credibility." *Picadilly Mgmt. v. Abney*, 215 N.E.3d 1078, 1079 (Ind. Ct. App. 2023). Because Edyvean carried the burden of proof and appeals from a negative judgment, he can prevail on appeal only if he establishes the evidence is without conflict and, as a whole, unmistakably and unerringly points to a conclusion contrary to the small claims court's judgment. *Spainhower v. Smart & Kessler, LLC*, 176 N.E.3d 258, 263 (Ind. Ct. App. 2021).

[10] Edyvean claims the evidence points only to one conclusion: that Auto Zone is liable for his car engine replacement. He faults the trial court for relying on his

typographical errors in documents never admitted into evidence. But Edyvean made the same mistake in his testimony in court—that is, referring to a 2022 Honda Odyssey when he meant a 2002 Honda Odyssey—although he immediately corrected it. Tr. Vol. II, p. 29. Given Auto Zone's evidence that its salesclerk would have relied only on the information Edyvean provided as to the make, model, and year of his vehicle during the salesclerk's filter selection, the record raises a reasonable inference that Edyvean, not Auto Zone, was responsible for the wrong filter being purchased.

[11] In fact, the evidence of the sales transaction was highly conflicting. Edyvean testified that the salesclerk showed him 20 or 30 oil filter models on the clerk's computer screen, all of which the clerk allegedly said would fit Edyvean's vehicle. The Auto Zone district manager reported that the computer would have displayed, at most, 5 or 6 models and only those which fit the vehicle make, model, and year provided by the customer. The trial court was in the best position to determine which version of events was correct. It ultimately decided that Edyvean had not met his burden of proof. As evidence supports that determination, we affirm the trial court's judgment.

[12] Mathias, J., and Tavitas, J., concur.

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