NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

NO. 2012 CA 1916

BRENDA WEATHERSPOON AND PEGGY LANDRY

VERSUS

CHARTER HOME HEALTH, L.L.C., BLUECROSS BLUESHIELD OF LOUISIANA, AND COLONIAL INSURANCE COMPANY

Judgment Rendered: JUN 07 2013

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On Appeal from the
19th Judicial District Court,
In and for the Parish of East Baton Rouge,
State of Louisiana
Trial Court No. 567,921

The Honorable Wilson Fields, Judge Presiding

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* * * * *

BEFORE: GUIDRY, CRAIN, AND THERIOT, JJ.

Guidry, J. dissents in part.

CRAIN, J.

The plaintiffs appeal a judgment based upon a jury verdict and the denial of their post-trial motions. We affirm in part, reverse in part, and render.

FACTS AND PROCEDURAL HISTORY

This appeal arises out of claims by two former employees that their health, life and disability insurance polices were canceled because their employer neglected to pay the premiums, despite deducting the premium payments from their payroll checks. The relevant events occurred in 2007 and early 2008 while plaintiffs, Brenda Weatherspoon and Peggy Landry, were employed by defendant, Charter Home Health, L.L.C. As employees of Charter, Weatherspoon and Landry were covered by a group health insurance policy issued by Louisiana Health Service & Indemnity Company d/b/a/ BlueCross BlueShield of Louisiana. For a period of time during their employment, they were also covered by life and disability insurance policies issued by Colonial Life & Accident Insurance Company.

The evidence at trial established that Charter paid fifty percent of the premium for the health insurance but paid no portion of the premium for the life and disability insurance. Employees paid the full premium for life and disability coverage. The same method of payment was used for all premiums: Charter deducted the employees' share of the premiums from their payroll checks and remitted the payments to the insurers.

There was limited evidence introduced at trial relative to the life and disability coverage provided by Colonial. Wandell Rogers, a co-owner of Charter, testified that representatives of Colonial marketed the policies to the employees during the summer of 2007, and any interested employee could obtain the coverage. Charter deducted one-hundred percent of the premium from the employees' payroll checks and paid the premiums to Colonial.

The record does not establish that the Colonial policies were ever canceled due to non-payment of premiums. The appellants presented invoices indicating that certain payments were late, but no documentation of cancellations was offered. Rogers, on the other hand, testified that the coverage was never canceled for nonpayment of premiums. Instead, Charter decided to move the coverage to another carrier due to employee dissatisfaction with Colonial, and the payroll deductions for the Colonial premiums stopped in October or November of 2007. Landry testified that she purchased a disability policy through the alternative insurer in March of 2008, after Charter moved the coverage from Colonial. Weatherspoon apparently did not purchase a policy from the new insurer but acknowledged that she had the option to keep her Colonial coverage if she wanted it. Charter refunded the unused Colonial premiums to both Weatherspoon and Landry.

Considerable evidence was introduced at trial relative to the health insurance. Problems with the payment of the Blue Cross premiums began in 2007, although the precise reason for the problems was disputed at trial. Charter blamed Blue Cross for billing errors associated with a new billing system that Blue Cross implemented in 2007. Blue Cross countered that Charter failed to timely pay the premiums, although Blue Cross did acknowledge that it forwarded some statements to Charter that contained inaccurate information. After numerous communications between Charter and Blue Cross, Charter forwarded three checks on November 30, 2007 that it believed paid the full health insurance premiums for October, November and December. According to Blue Cross's records, the three payments actually covered October, a portion of November, and a premium that had never been paid for the month of April. Blue Cross continued to forward monthly premium invoices in January and February, although no additional payments were forthcoming. In the wake of this confusion, Rogers and the other

owner of Charter decided in early 2008 that Charter could no longer afford the health insurance, so no additional premium payments were made after the November 30, 2007 payments.

On March 28, 2008, Blue Cross forwarded a notice to the group plan participants, including Weatherspoon and Landry, advising that their coverage had ended on November 30, 2007, the last month Charter remitted any premium payment. Consequently, although the health insurance for all Charter employees was canceled effective November 30, 2007, the employees did not learn of that cancellation until March 28, 2008. The lack of knowledge of the cancellation was compounded by the fact that Charter continued to withhold health insurance premiums from the employees' payroll checks after November 30, 2007. After the cancellation, Charter issued premium refund checks to the employees in April of 2008.

Two other important events occurred in the spring of 2008. Weatherspoon, who was employed as Charter's billing manager, resigned from her employment pursuant to a letter dated March 17, 2008. The letter did not provide a reason for her resignation, but Rogers testified that the departure was associated with the results of an audit of the company's billing practices.

Not long after Weatherspoon resigned, Landry ended her employment with Charter in early April of 2008. A lung condition prevented her from continuing her employment, and she was ultimately declared disabled. Landry testified that dissatisfaction with how Charter handled her benefits was also a reason for her leaving the company, however she admitted that she accepted another job in April of 2008 and was only able to work one day job because of her poor health.

The termination of the employment of Weatherspoon and Landry in March and April 2008, respectively, marks the end of the period during which the plaintiffs mistakenly believed they had health insurance. After terminating their

employment with Charter, Weatherspoon and Landry knew that Charter would no longer be remitting payments for their insurance premiums because they were no longer on Charter's payroll. At that point, they became responsible for maintaining their own health insurance, including the full premium payment. According to her testimony, Landry did not apply for health insurance after she left Charter because she could not afford it. Weatherspoon offered no evidence that the cancellation of the Blue Cross policy prevented her from obtaining health insurance after she resigned from Charter.

Thus, the time period during which Weatherspoon and Landry mistakenly believed they were covered by health insurance was December 1, 2007 through the date of the termination of their employment, or a period of approximately four months. During those four months, Weatherspoon and Landry reasonably believed they had health insurance, and premiums were routinely deducted from their paychecks. Blue Cross communicated with the designated "group leader," who was Roger's wife, about the premium payments issues, but the employees remained unaware. Before learning of the cancellation, both plaintiffs received medical care under the belief that the cost would be covered, at least in part, by the Blue Cross health insurance.

Weatherspoon and Landry instituted this proceeding against several defendants, including Charter and Blue Cross. By the time of the trial, only the claims against Charter remained. A three day jury trial ended with a jury verdict finding negligence in withholding the health insurance premiums and allocated sixty percent fault to Charter and forty percent fault to Blue Cross. The jury found no negligence for withholding the Colonial premiums. The jury determined that Weatherspoon suffered damages caused by Charter and awarded her $10,829.15 for past medical expenses. No amount was awarded for "Detriment to Credit," "Intentional Infliction of Emotional Distress," or "Mental Anguish." The jury

found that Landry did not suffer any damages caused by Charter and did not award any sum to her.

The trial court signed two judgments. The first judgment was submitted by counsel for the plaintiffs and was signed on April 5, 2012. That judgment incorporated the completed jury verdict form and awarded judgment in favor of Weatherspoon and against Charter "in accordance with the jury's verdict herein" together with interest and a "proportionate share" of the costs of the proceeding. The judgment dismissed Landry's claims with prejudice.

The second judgment was submitted by counsel for Charter and was signed on April 24, 2012. That judgment was entered "in accordance with the verdict of the jury" in favor of Weatherspoon and against Charter in the amount of $6,497.49 together with interest and "60% of her portion" of the cost of the proceeding. The second judgment also dismissed Landry's claims with prejudice. No reason was given for the entry of two judgments.

Between the execution of the two judgments, Weatherspoon and Landry filed a motion on April 18, 2012 requesting a judgment notwithstanding the verdict ("JNOV") or, in the alternative, a new trial or additur. The trial court denied that motion by a judgment signed on July 24, 2012. Weatherspoon and Landry then filed a motion for appeal which was granted on August 15, 2012.

Weatherspoon and Landry assert the following assignments of error:

> 1. The jury's verdicts are ambiguous and contradictory on their faces and so contrary to the evidence that no rational jury could have reasonably reached such verdicts.
>
> 2. The district court erred in denying plaintiffs' motions for judgment notwithstanding the verdict, or alternatively for new trial or for additur on damages.

We consider both of these assignments of error hereinafter; however, we first address the entry of two judgments on the jury verdict and what procedural effect, if any, multiple judgments have on this appeal.

JUDGMENTS ON JURY VERDICT

Charter argues that the second judgment is an absolute nullity, citing jurisprudence holding that courts have no authority to make a substantive amendment to a judgment except through a motion for new trial or on appeal. According to Charter, the present appeal is only from the second judgment, which is purportedly null; so the first judgment is now final and this appeal "should fail."

Charter's argument is without merit. The second judgment did not make substantive modifications to the first judgment, and the order granting the present appeal was not limited to a particular judgment. Louisiana Code of Civil Procedure article 1951 provides that a final judgment may be amended by the trial court at any time, with or without notice, on its own motion or on motion of any party to alter the phraseology of the judgment, but not the substance; or to correct errors of calculation. *See*, *Villaume v. Villaume*, 363 So. 2d 448, 450 (La. 1978). Thus, a judgment may be amended by the trial court where the amendment takes nothing from or adds nothing to the original judgment. *Tunstall v. Stierwald*, 01-1765 (La. 2/26/02), 809 So. 2d 916, 920; *Villaume*, 363 So. 2d at 450.

The second judgment altered only the phraseology of the first judgment and did not make any substantive amendments. The first judgment incorporated the verdict form as completed by the jury, including the award of damages to Weatherspoon in the amount of $10,829.15 and the allocation of fault to Charter of sixty percent. The second judgment, also entered "in accordance with the verdict of the jury," simply specified the amount of damages recoverable from Charter based upon its percentage of fault: $6,497.49, the product of $10,829.15 multiplied by .60 (sixty percent). Both judgments awarded interest from the date of judicial demand until paid, and both judgments awarded Weatherspoon her proportionate amount of costs from Charter. Finally, both judgments dismissed Landry's claims with prejudice.

Because the second judgment altered only the phraseology of the first judgment and was therefore a valid amendment, we distinguish the cases relied upon by Charter as involving substantive amendments. *See*, *Adam v. State ex rel. Dep't of Transp. & Dev.*, 08-1134 (La. App. 1 Cir. 2/13/09), 5 So. 3d 941, *writ denied*, 09-0558 (La. 5/15/09), 8 So. 3d 584; *Mack v. Wiley*, 07-2344 (La. App. 1 Cir. 5/2/08), 991 So. 2d 479, *writ denied*, 08-1181 (La. 9/19/08), 992 So. 2d 932.

Under these circumstances, we hold that the second judgment, amending the first judgment, is valid and is properly before this court on appeal.

JURY VERDICTS

Weatherspoon and Landry argue that the jury's verdicts are "ambiguous and contradictory on their faces and so contrary to the evidence that no rational jury could have reasonably reached such verdicts."

We review the jury's findings of fact under the manifest error standard of review. Under that standard, a court of appeal may not set aside a jury's finding of fact in the absence of manifest error or unless it is clearly wrong. *Rosell v. ESCO,* 549 So.2d 840, 844 (La.1989); *Landry v. Leonard J. Chabert Med. Ctr.*, 02-1559 (La. App. 1 Cir. 5/14/03), 858 So. 2d 454, 463, *writs denied*, 03-1748, 03-1752 (La. 10/17/03), 855 So. 2d 761. When there is conflict in the testimony, reasonable evaluations of credibility and reasonable inferences of fact should not be disturbed upon review, even though the appellate court may feel that its own evaluations and inferences are as reasonable. *Touchard v. Slemco Elec. Foundation,* 99-3577 (La. 10/17/00), 769 So. 2d 1200, 1204; *Landry*, 858 So. 2d at 463. Therefore, the issue for the reviewing court is not whether the trier of fact was wrong, but whether the fact-finder's conclusions were reasonable under the evidence presented. *Touchard*, 769 So. 2d at 1204; *Landry*, 858 So. 2d at 463.

The appellants contend that the jury verdict is ambiguous on its face and that the jury erred when it found that Charter did not negligently withhold premiums

for the Colonial policies, failed to award $30,269.20 in medical expenses to Weatherspoon, failed to award $69,515.08 in medical expenses to Landry, failed to award mental anguish to both plaintiffs, and failed to award a sum for detriment to credit for both plaintiffs.

Addressing these arguments in order, we first find that the jury verdict is not ambiguous. Appellants argue that it is impossible to tell whether the sum awarded to Weatherspoon represents her total award or the amount recoverable from Charter. The verdict form asked the jury what percentage of fault it attributed to various parties, including Charter and Blue Cross. The jury entered "60%" for Charter and "40%" for Blue Cross. The next question directs the jury to "state the amount of money, if any, that will reasonably compensate Brenda Weatherspoon for her damages," and the jury entered the sum of $10,829.15 for past medical expenses. The jury inserted zeros in the blanks for detriment to credit, intentional infliction of emotional distress, and mental anguish.

The completed interrogatory setting forth the sum awarded to Weatherspoon "for her damages" does not indicate that it was intended to be the amount owed only by Charter. Furthermore, Weatherspoon and Landry did not object to the form of the jury interrogatories and, therefore, waived any appeal right related thereto. La. Code of Civ. Pro. art. 1812B; *Marroy v. Hertzak*, 11-0403 (La. App. 1 Cir. 9/14/11), 77 So. 3d 307, 311-12. This argument is without merit.

The appellants next contend that the jury erred when it found that Charter did not negligently withhold the Colonial premiums. This jury conclusion is amply supported by the evidence presented at trial. Although the appellants presented evidence of late payments, Charter's co-owner, Rogers, testified that the Colonial polices were never canceled for nonpayment of premium and that the coverage was moved to another insurer at the request of the employees. This testimony was not contradicted by any documentary evidence or testimony from any representative of

Colonial. Landry corroborated some of Rogers' testimony when she confirmed that she secured coverage with the new insurer. Rogers also confirmed that the unused portion of the Colonial premium was refunded to Weatherspoon and Landry. Based upon the foregoing, we see no manifest error in the jury's conclusion that Charter was not negligent in withholding the Colonial premiums. This argument is without merit.

The appellants' remaining arguments concern the damages awarded or not awarded by the jury. A jury is given great discretion in its assessment of quantum for both general and special damages. La. Civ. Code art. 2324.1; *Guillory v. Lee*, 09-0075 (La. 6/26/09), 16 So. 3d 1104, 1116. Furthermore, the assessment of quantum by a jury is a determination of fact that is entitled to great deference on review. *Wainwright v. Fontenot,* 00–0492 (La.10/17/00), 774 So. 2d 70, 74. Because the discretion vested in the trier of fact is so great, and even vast, an appellate court should rarely disturb an award on review. *Youn v. Maritime Overseas Corp.,* 623 So. 2d 1257, 1261 (La. 1993), *cert. denied,* 510 U.S. 1114 (1994). Before a court of appeal can disturb an award made by a fact-finder, the record must clearly reveal that the trier of fact abused its discretion in making its award. Only after making that finding, can the appellate court disturb the award, and then only to the extent of lowering it (or raising it) to the highest (or lowest) point which is reasonably within the discretion afforded that court. *Wainwright*, 774 So. 2d at 74; *Coco v. Winston Indus., Inc.*, 341 So. 2d 332, 334 (La. 1977).

Weatherspoon argues that the jury committed manifest error in awarding her only $10,829.15 for medical expenses instead of the full amount requested of $30,269.20. Weatherspoon introduced in evidence a substantial amount of medical invoices and a Blue Cross benefits statement along with an itemized summary totaling $30,269.20. However, as Weatherspoon conceded during cross-examination, the documentation confirmed that many of the medical expenses

were incurred well before the cancellation of the health insurance on November 30, 2007. A Blue Cross representative testified that expenses incurred before November 30, 2007 should have been covered.

The exhibits also confirm that several of Weatherspoon's charges were included in the summary more than once, appearing in one section for a physicians services group and again under the names of the individual physicians later in the summary. Weatherspoon also acknowledged that the policy was an "80/20" policy, meaning she would have been responsible for paying a deductible of twenty percent of the medical expenses that would have been covered under the policy. She also had a $1,000.00 annual co-payment under the policy. Finally, she was unsure if certain charges related to contact lenses that were included in the summary would have been covered under the policy. These adjustments resulted in a significant reduction of the recoverable medical expenses. Based upon our review of the evidence, we find that the jury did not abuse its discretion in awarding Weatherspoon the sum of $10,829.15 for medical expenses.

Landry asserts that the jury committed manifest error when if failed to award her $69,515.08 in medical expenses. Landry also presented a substantial amount of medical documentation and an itemized summary indicating this total amount. However, she admitted that the documents show that the overwhelming majority of these expenses were incurred after she terminated her employment at Charter in April of 2008. The total medical expenses in the summary incurred between December 1, 2007 through April 1, 2008 are only $763.09. In light of the $1,000.00 co-pay and the twenty percent deductible applicable under the Blue Cross policy, we find that the jury did not abuse its discretion in awarding Landry zero for medical expenses.

Weatherspoon and Landry next assert that the jury erred by failing to award damages for mental anguish. Neither plaintiff suffered any physical injury as a

result of Charter's negligence in withholding the Blue Cross premium payments. If the defendant's conduct is merely negligent and causes only mental disturbance, without accompanying physical injury, illness or other physical consequences, the defendant is generally not liable for such emotional disturbance. *Prest v. Louisiana Citizens Property Insurance Corporation*, 12-0513 (La. 12/4/12), ___ So. 3d ____; *Moresi v. State Through Dept. of Wildlife and Fisheries,* 567 So.2d 1081, 1095 (La.1990). However, our courts have created an exception to this general rule where there is the "especial likelihood of genuine and serious mental distress, arising from special circumstances, which serves as a guarantee that the claim is not spurious." *Prest*, slip op. at 13-14; *Moresi*, 567 So. 2d at 1095.

Over the objection of Charter, the trial court instructed the jury as follows about mental anguish damages:

> The law recognizes that a plaintiff may suffer mental distress and anguish as a result of an incident as well as physical pain and suffering. You are permitted to consider such consequences as a part of the general damages which you may award. By "mental distress and anguish," I mean substantial worry or concern, grief, and the like. Though the law recognizes a possible recovery for mental distress, it requires that you carefully scrutinize the evidence presented on this point to assure yourselves that such injury has been proven by plaintiff.

This instruction incorrectly omits the burden of proof required by *Moresi* and its progeny for an award of mental anguish in the absence of physical injury. Accordingly, we give no special deference to the jury's determination for this item of damages because the jury did not have the correct legal guidance for the adjudication of this claim. Without a correct instruction on the law, we cannot assume that the jury applied the pertinent legal principles to the case. *See, State Through Dep't of Transp. & Dev. v. Chambers Inv. Co., Inc.*, 595 So. 2d 598, 605 (La. 1992).

Weatherspoon presented evidence at the trial of the emotional impact of discovering that she was responsible for medical expenses that should have been

covered by the Blue Cross policy and the stress of dealing with collection agencies seeking to recover the bills. Weatherspoon underwent a heart catheterization procedure in January of 2008 that she thought was covered by her health insurance, only to later learn that her insurance was canceled prior to the procedure. She began receiving bills for the full amount of the charges without any deduction for insurance payments. Although she tried to repay the charges by making partial payments for several months, she was contacted by multiple collection agencies by telephone and mail. One bill collector testified that his company called Weatherspoon a minimum of 50 times concerning a $590.00 hospital bill incurred in January of 2008. Through partial payments, Weatherspoon eventually paid that bill in full.

Weatherspoon described her feelings as "frustrated, upset and mad at the same time." When asked to describe what she went through, Weatherspoon replied:

> A lot. Trying to – at the time, a single mother raising a son. Overwhelmed with bills, trying to get everything in order. I was working faithfully, going to school also. And trying to provide a future for my son. And unaware of the consequences of the things that has happened, this has really been very much overwhelming. And today, this is still – this is 2012 and I'm still facing the results of the negligence of someone else.

Given the evidence, we find that the facts present an especial likelihood of genuine and serious mental distress arising out of special circumstances which serve as a guarantee that Weatherspoon's claim for mental anguish is not spurious. *Moresi*, 567 So. 2d at 1095. She presented evidence of the anxiety she suffered while dealing with the sudden and significant debt of medical expenses imposed upon her because of the cancellation of her insurance, unbeknownst to her, before she underwent the medical treatment. Under these facts, we find an award of $15,000.00 to Weatherspoon is appropriate for her mental anguish.

Unlike Weatherspoon, Landry offered no testimony addressing her mental anguish associated with uninsured medical expenses from the relevant four month period. Instead, most of her testimony concerned the inconvenience of receiving medical care at a charity hospital, which according to the exhibits occurred months and even years after she terminated her employment with Charter. Even if Charter had timely paid the premiums, the Blue Cross coverage would not have been available to Landry after her departure from Charter unless she paid the premiums. Landry testified that she did not apply for health insurance after leaving Charter because she could not afford it. Consequently, neither her uninsured status after leaving Charter, nor her treatment in the charity health care system, was caused by any negligence of Charter.

Landry also testified about her inability to purchase a breathing machine on April 4, 2008, but the record does not establish that she was still employed by Charter at that time. Finally, she testified about getting free samples of medication from providers due to her not having prescription coverage, but again the record does not establish whether those events occurred before or after she left Charter. Under these circumstances, we find that Landry failed to meet the burden of proof necessary to recover mental anguish as a result of Charter's negligence.

The final item of damages that the appellants contend should have been awarded was for detriment to their credit. Representatives of two collection agencies testified that they reported Weatherspoon to credit bureaus for late or no payments for medical expenses incurred during the relevant period of time. However, no evidence was presented on behalf of either plaintiff to establish the extent of detriment, if any, to their respective credit ratings. No credit reports were introduced to demonstrate the plaintiffs' credit ratings before and after these events, and no other evidence was offered that otherwise quantified the impact of

the uninsured medical expenses on their credit ratings. We find no abuse of discretion in the jury awarding zero damages for detriment to credit.

MOTION FOR JNOV, NEW TRIAL OR ADDITUR

Weatherspoon and Landry also assigned as error the trial court's failure to grant their motions for JNOV or alternatively a new trial or additur. A JNOV is warranted when the facts and inferences point so strongly and overwhelmingly in favor of one party that the court believes that reasonable men could not arrive at a contrary verdict. The motion should be granted only when the evidence points so strongly in favor of the moving party that reasonable men could not reach different conclusions, not merely when there is a preponderance of evidence for the mover. If there is evidence opposed to the motion which is of such quality and weight that reasonable and fair-minded men in the exercise of impartial judgment might reach different conclusions, the motion should be denied. *Anderson v. New Orleans Pub. Serv., Inc.*, 583 So. 2d 829, 832 (La. 1991). When a JNOV is denied, the appellate court reviews the record to determine whether there is legal error or whether the trier of fact committed manifest error. *McCrea v. Petroleum, Inc.*, 96-1962 (La. App. 1 Cir. 12/29/97), 705 So. 2d 787, 793; *Autin's Cajun Joint Venture v. Kroger Co.*, 93-0320 (La. App. 1 Cir. 2/16/94), 637 So. 2d 538, 544, *writ denied*, 94-0674 (La. 4/29/94), 638 So. 2d 224.

For the reasons already provided, we believe the jury erred in awarding Weatherspoon zero damages for mental anguish. For the same reasons, we find the trial court erred in not granting a JNOV as to that item of recovery. In all other respects, the trial court properly denied the plaintiffs' post-trial motions.

CONCLUSION

We affirm the judgment signed on April 24, 2012, which amended the April 5, 2012 judgment, insofar as it found in favor of Brenda Weatherspoon and against Charter Home Health, L.L.C.; but we reverse the amount of the damages set forth

therein and hereby render judgment in favor of Weatherspoon and against Charter in the total amount of $15,497.49, consisting of $6,497.49 for medical expenses and $9,000.00 for mental anguish, and representing Charter's sixty percent share of the total award. We affirm all other aspects of the judgment, including the award of interest and costs to Weatherspoon as set forth therein and the dismissal with prejudice of Peggy Landry's claims at her sole cost. We assign all costs of this appeal to Charter.

AFFIRMED IN PART; REVERSED IN PART; AND RENDERED.

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

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BRENDA WEATHERSPOON AND PEGGY LANDRY

VERSUS

CHARTER HOME HEALTH, L.L.C., BLUECROSS BLUESHIELD OF LOUISIANA, AND COLONIAL INSURANCE COMPANY

GUIDRY, J., dissents in part and assigns reasons.

GUIDRY, J., dissenting in part.

I respectfully disagree with the majority's opinion to the extent that it finds no abuse of the jury's discretion in failing to award damages to Weatherspoon for detriment to her credit. At trial, Weatherspoon introduced evidence that her unpaid medical expenses were assigned to collection agencies who repeatedly attempted to collect on the debt. This evidence, in my opinion, is sufficient to support an award of damages for detriment to Weatherspoon's credit, and the jury abused its discretion in failing to award Weatherspoon any damages for this claim.