

MEMORANDUM DECISION

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.



APPELLANT PRO SE

Mary Abraytis
Valparaiso, Indiana

ATTORNEY FOR APPELLEE

Robert W. Smith
Highland, Indiana

IN THE COURT OF APPEALS OF INDIANA

Mary Abraytis,
Appellant-Defendant,

v.

Porter Hospital, LLC d/b/a/
Porter Hospital
Appellee-Plaintiff.

December 16, 2021

Court of Appeals Case No.
21A-SC-1721

Appeal from the Porter Superior
Court

The Honorable Jeffrey L. Thode,
Judge

Trial Court Cause No.
64D06-2012-SC-2496

Altice, Judge.

Case Summary

- [1] Mary Abraytis appeals, pro se, from the entry of a small claims judgment entered against her for unpaid medical services that she incurred following an emergency room (ER) visit to Porter Hospital. She fails to present cogent

argument in support of her appeal or citation to relevant authority, and the judgment is amply supported by the evidence.

[2] We affirm.

Facts & Procedural History

[3] On June 15, 2019, Abraytis presented at Porter Hospital seeking ER services and treatment for a fractured wrist. She verbally consented to treatment and agreed to be responsible to pay any account balance not covered by her insurance in accordance with the regular rates and terms of the hospital. The total charges for Abraytis's ER visit were \$3,066. Porter Hospital submitted the claim to Abraytis's health insurance carrier, BlueCross BlueShield of Illinois (BCBS). As a result of contractual adjustments between BCBS and Porter Hospital, the bill was reduced to \$786.14. BCBS indicated that Abraytis was responsible for this reduced amount because she had yet to meet her annual deductible. Thereafter, Abraytis paid \$50 toward the balance due, leaving a balance of \$736.14. She made no additional payments, despite demands from Porter Hospital.

[4] On December 7, 2020, Porter Hospital filed its notice of claim in Porter Superior Court 3, along with an affidavit of debt. Porter Hospital sought recovery of the unpaid balance of \$736.14, as well as pre-judgment interest and court costs. A small claims bench trial was held on July 1, 2021. Thereafter, on July 15, 2021, the trial court entered judgment in favor of Porter Hospital in the

amount of \$736.14 plus court costs. The trial court explained its reasoning as follows:

1. The Defendant received medical services from the Plaintiff and verbally consented to treatment and accepted responsibility for the bill.
2. The Plaintiff did submit a claim to the Defendant's insurance company and the Explanation of Benefits provides that the amount of \$786.14 was owed by the Defendant because the Defendant's deductible was not met. The Defendant made a direct payment to Porter Hospital reducing the balance owed to \$736.14.

Appellant's Appendix Vol. 3 at 2. Abraytis now appeals.

Discussion & Decision

- [5] Abraytis's pro-se arguments attacking the small claims judgment are virtually unintelligible. For example, in her statement of issues, Abraytis asserts: "The Trial Judge detailing and characterizing monetary amounts is without complete certainty and is factually inaccurate. The deliberate defiance of the direct testimony and authority of Mary Abraytis." *Appellant's Brief* at 4. While she appears to claim elsewhere that she was overcharged and should have been granted a hardship request, she provides no legal authority in support of these claims. She also asserts that the trial court improperly "fixated on the term deductible [sic] to confuse the issue." *Id.* at 6. Further, Abraytis asserts, with no analysis, that the trial court "is due administrative review for accepting unlawfully obtained evidences." *Id.* at 12.

[6] Abraytis has waived review of her claims by failing to provide cogent reasoning supported by relevant legal authority, as required by Ind. Appellate Rule 46(A)(8)(a). *See Dridi v. Cole Kline LLC*, 172 N.E.3d 361, 364-66 (Ind. Ct. App. 2021) (observing that pro-se appellants are held to the same established rules of procedure as trained legal counsel, addressing the requirements of App. R. 46(A), and noting that “[a] party waives an issue where the party fails to develop a cogent argument or provided adequate citation to authority and portions of the record”); *see also DSG Lake, LLC v. Petalas*, 156 N.E.3d 677, 688 (Ind. Ct. App. 2020) (“Mere conclusory arguments do not discharge the appellant’s burden of establishing reversible error.”), *trans. denied*.

[7] Waiver aside, we conclude that the trial court’s findings and judgment are not clearly erroneous. *See* Ind. Trial Rule 52 (“On appeal of claims tried by the court without a jury ... the court on appeal shall not set aside the findings or judgment unless clearly erroneous.”); *see also Berryhill v. Parkview Hosp.*, 962 N.E.2d 685, 689 (Ind. Ct. App. 2012) (“We will reverse a [small claims] judgment only if the evidence leads to but one conclusion and the trial court reached the opposite conclusion.”). Porter Hospital established below that Abraytis obtained emergency medical services and agreed, at the time, to be responsible for payment of any account balance not covered by insurance in accordance with the regular rates and terms of the hospital. After contractual insurance adjustments and \$50 in payments by Abraytis, she owed Porter Hospital \$736.14, none of which was paid by BCBS because Abraytis had not

met her annual deductible. The trial court properly entered judgment in favor of Porter Hospital in this amount.

[8] Judgment affirmed.

Bailey, J. and Mathias, J., concur.