

IN THE UTAH COURT OF APPEALS

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Outsource Receivables Management,)	MEMORANDUM DECISION
)	(Not For Official Publication)
Plaintiff and Appellee,)	Case No. 20050985-CA
)	
v.)	F I L E D
)	(August 31, 2006)
Irene C. Rigby,)	
)	2006 UT App 362
Defendant and Appellant.)	

Fifth District, St. George Department, 050500513
The Honorable James L. Shumate

Attorneys: Irene C. Rigby, Ivins, Appellant Pro Se
Judy Dawn Barking, Ogden, for Appellee

Before Judges Bench, Billings, and Thorne.

PER CURIAM:

Appellant Irene C. Rigby appeals a judgment for unpaid medical bills and interest awarded to Appellee Outsource Receivables Management. Rigby challenges the judgment of the district court entered following a bench trial. In order to succeed on appeal, she must demonstrate that the district court's findings were clearly erroneous. See Utah R. Civ. P. 52(a). She has failed to satisfy this burden.

It was undisputed that Rigby signed an agreement to be financially responsible for all charges incurred for treatment at the Zion Eye Institute (Zion). Rigby testified that she received treatment on dates from December 1998 through September 1999. Rigby did not demonstrate that the billing amounts were inaccurate. She claimed, however, that the charges were covered by Medicare and that Zion failed to timely seek payment and could not recover from her personally. In the alternative, she claimed that the expenses were compensable through workers' compensation. Outsource proffered the testimony of a Zion employee familiar with the account that although Rigby became eligible for Medicare, her coverage was not effective until November 1999. Rigby believed that her coverage was retroactive. The Zion

employee would testify that she confirmed that Rigby's "Medicare would not have covered any dates of service prior to November of 1999." Finally, there was no evidence, other than Rigby's own testimony, that the treatments were necessitated by a compensable industrial injury. The judgment was amply supported by evidence in the record and is not clearly erroneous.

As an addendum to her brief, Rigby attaches a number of exhibits, which were not presented to, or considered by, the trial court. Accordingly, we do not consider exhibits four through eight or the arguments based on those exhibits. It is well-established that, as a general rule, appellate courts "will not address issues raised for the first time on appeal." Carrier v. Salt Lake County, 2004 UT 98, ¶13, 104 P.3d 1208; see also Pugh v. Draper City, 2005 UT 12, ¶18, 114 P.3d 546 ("It is well-established that we generally will not address issues raised for the first time on appeal unless a party can demonstrate exceptional circumstances." (citations and quotations omitted)). Rigby has demonstrated no basis to support consideration of the arguments raised for the first time on appeal.

Outsource seeks to recover its costs and attorney fees incurred on appeal as an award under rule 33 of the Utah Rules of Appellate Procedure. We decline to make such an award under the circumstances of this case.

Accordingly, we affirm the judgment of the district court, but deny the motion for sanctions against Rigby under rule 33 of the Utah Rules of Appellate Procedure.

Russell W. Bench,
Presiding Judge

Judith M. Billings, Judge

William A. Thorne Jr., Judge