

**COURT OF APPEALS
DECISION
DATED AND FILED**

December 14, 1999

Marilyn L. Graves
Clerk, Court of Appeals
of Wisconsin

NOTICE

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See § 808.10 and RULE 809.62, STATS.

No. 99-1722

STATE OF WISCONSIN

**IN COURT OF APPEALS
DISTRICT III**

ST. JOSEPH'S HOSPITAL,

PLAINTIFF-RESPONDENT,

V.

MICHAEL J. JOHNSON,

DEFENDANT-APPELLANT.

APPEAL from a judgment of the trial court for Chippewa County:
THOMAS J. SAZAMA, Judge. *Affirmed.*

¶1 HOOVER, P.J. Michael Johnson, pro se, appeals a small claims judgment awarded to St. Joseph's Hospital for the cost of health care services. He contends that the trial court erred by granting the judgment because St. Joseph's failed to prove that it provided any treatment to Johnson and therefore was not

entitled to compensation.¹ The trial court's finding that St. Joseph's provided services as billed is not clearly erroneous. The judgment is therefore affirmed.

¶2 A representative of St. Joseph's' credit department testified at trial that Johnson received inpatient services at St. Joseph's L.E. Phillips Libertas Center. The court received, without objection, a billing statement for services provided during Johnson's admission as well as for outpatient services. This exhibit itemized the services Johnson received by date, type and charge. The witness established that the unpaid balance for these services was \$4,370.50.

¶3 Johnson offered testimony in support of his defense that St. Joseph's did not provide treatment.² For example, he repeatedly stated that he was not seen by a doctor nor had he talked to his counselor during the first ten days of his hospitalization.³ Several times he adamantly declared that he received no

¹ Johnson's defense is predicated upon his underlying assertion that St. Joseph's did not provide any treatment to him. "I received no treatment. This is what I'm saying." He tacitly contends that the billing evidence was insufficient proof of treatment in light of his testimony to the contrary.

² Johnson alluded to other "defenses" at trial that are not the subject of this appeal. Similarly, he asserts complaints on appeal that were not squarely presented to the trial court. For example, he appears to contend that St. Joseph's' failure to provide treatment to him constituted a breach of contract. Johnson's brief, however, does not advance a breach of contract theory or argument in a form that would allow appellate review. We will not develop appellant's amorphous and unsupported arguments for him. See *Barakat v. DHSS*, 191 Wis.2d 769, 786, 530 N.W.2d 392, 398 (Ct. App. 1995). We similarly decline to attempt to develop into appellate arguments other sundry claims and complaints that appear throughout Johnson's original and reply briefs. A party must do more than simply toss concepts into the air with the hope that the court arrange them into viable legal theories. See *State v. Jackson*, 229 Wis.2d 328, 600 N.W.2d 39, 43 (Ct. App. 1999).

³ Johnson was admitted for alcohol abuse treatment. He also claims that he was made to believe he would be treated for depression. Johnson failed to file an answer to make this contention legally germane; nevertheless, the trial court developed evidence that Johnson entered the facility knowing it was an alcohol treatment center. Moreover, the court established that the contract Johnson signed upon admission indicated that the program he was entering was based on the philosophy and steps of Alcoholics Anonymous. Finally, Johnson testified that he stayed in the facility for a total of 17 days despite being informed on the seventh day of his admission that the facility did not have a program for treating depression.

treatment, programming or individual counseling during his admission. Johnson did concede, however, that he stayed as an inpatient at the facility for seventeen days. Further, he testified as follows:

In ten days I had nothing set up. I had gone to everybody in the office and asked about the programs they had, and they said everything that was done would have to be done through a counselor, through your counselor. I brought it up *at a group meeting* where I saw my counselor. She said we don't talk about that here.

....

I sat and would go to some of these speaker things. They would have people come in that were in the AA program and give talks and stuff like this, and that's all I did, sit there and attend a group, which you couldn't talk about anything but what she wanted to.

The only thing [my insurer] did pay ... is when you first come in there, the first day you were in there, they put you in a detox room, which I wasn't drunk when I came in there. ... However, it's a standard procedure they put you in a detox room. For that the insurance paid, because they do cover a detox. They also would cover my outpatient basis, and I did go back there a few times and checked out their outpatient program.

¶4 The trial court found that Johnson voluntarily admitted himself for treatment and thereby concluded that he assumed responsibility for paying for services rendered. The court further found that services were in fact rendered to Johnson as an inpatient for approximately seventeen days from May 3, 1995.⁴ The trial court awarded judgment to St. Joseph's for unpaid inpatient services in the amount of \$4,370.50.

⁴ The trial court also found that charges for Johnson's subsequent outpatient treatment at the facility were paid by Johnson's insurance.

¶5 The trial court's factual findings are reviewed under a clearly erroneous standard. Section 805.17(2), STATS. Such factual findings will be upheld if they are supported by any credible evidence or reasonable inferences that can be drawn therefrom. *In re Estate of Cavanaugh v. Andrade*, 202 Wis.2d 290, 306, 550 N.W.2d 103, 110 (1996). Moreover, the trial court, not the appellate court, is the ultimate arbiter of weight and credibility. Section 805.17(2), STATS. Its credibility assessments will not be overturned on appeal unless they are inherently or patently incredible or in conflict with the uniform course of nature or with fully established or conceded facts. *See Chapman v. State*, 69 Wis.2d 581, 583, 230 N.W.2d 824, 825 (1975). Because the record demonstrates support for the trial court's finding that Johnson did receive treatment, this court does not overturn this determination on appeal.

¶6 The exhibit showing the services rendered and charged for is detailed and demonstrates that St. Joseph's provided a large number and variety of medical, treatment and nutritional services. More to the point, Johnson's testimony, recounted above, belies his assertion that "there was no testimony given that [he] had received treatment." His admissions merely establish that he received services that did not conform to his personal expectations or opinion of what constitutes treatment. Not only was the trial court not obligated to adopt Johnson's definition of treatment, but indeed would have been remiss in doing so. The judgment is therefore affirmed.

By the Court.—Judgment affirmed.

This opinion will not be published. RULE 809.23(1)(b)4, STATS.

