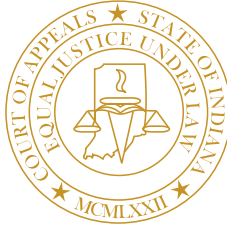


MEMORANDUM DECISION

Pursuant to Ind. Appellate Rule 65(D), this Memorandum Decision is not binding precedent for any court and may be cited only for persuasive value or to establish res judicata, collateral estoppel, or law of the case.



IN THE Court of Appeals of Indiana

Kandi S. Vincent and William V. Vincent,
Appellants-Defendants

v.

Professional and Business Collections, LLC,
as agent for Collection for Deaconess Hospital, Inc.,
Appellee-Plaintiff

July 24, 2025

Court of Appeals Case No.
24A-SC-1916

Appeal from the Vanderburgh Superior Court
The Honorable Jill R. Marcum, Magistrate

Trial Court Cause No.
82D05-2312-SC-9153

Memorandum Decision by Judge Weissmann
Judges May and Scheele concur.

Weissmann, Judge.

- [1] William and Kandi Vincent failed to pay the post-insurance balance of certain medical expenses incurred by their child. Thereafter, Professional Business Collections, LLC (PBC), as agent for the hospital that provided the child's medical services, sued the Vincents in small claims court to recover on the debt. PBC ultimately obtained a judgment for \$4,998.22, plus costs. The Vincents appeal, claiming, among other things, that the trial court erroneously denied their discovery motion and that PBC's counsel made misrepresentations to the court. Finding no error, we affirm.

Facts

- [2] On various dates between November 2021 and August 2022, Deaconess Hospital provided medical services to the Vincents' child. The Vincents' insurer paid much of the Hospital's charges for those services, but the Vincents failed to pay the remaining balance. In October 2023, the Vincents received collection notices from PBC, acting as the Hospital's agent. Concerned because PBC, in a separate case, had previously attempted to collect from the Vincents another person's medical debts, William Vincent called the office of PBC's counsel to discuss the collection notices. The discussions during that call are at the core of this dispute.
- [3] Three months later, with the Vincents' medical debt still unpaid, PBC, as the Hospital's agent, filed a small claims action against the Vincents. The Vincents sought dismissal of the action based on a purported violation of the Federal

Debt Collection Practices Act (FDCPA). The essence of the Vincents' argument was that the FDCPA barred PBC from pursuing collection of the debt until PBC provided detailed billing information to the Vincents to allow them to verify the debt.

- [4] At a hearing on that motion to dismiss, the Vincents claimed that, during the disputed call, a representative of PBC's counsel agreed to send detailed billing information to William so the Vincents could verify the debt. The Vincents alleged that they were waiting to receive the detailed billing statement before paying the debt but that the statement never arrived.
- [5] PBC's attorney disputed the Vincents' account of the telephone call, telling the court that his office had offered to send itemized statements multiple times during the call but that William declined these offers. It is undisputed that PBC did not send itemized statements to the Vincents until after the Vincents filed their motion to dismiss.
- [6] The trial court determined that the portion of the FDCPA on which the Vincents relied was triggered only if the Vincents notified the creditor in writing that they disputed the debt. William stated he had done so, but he had no copy of that mailing or other evidence supporting its existence. PBC's counsel told the court that PBC had received no such mailing from the Vincents. The trial court denied the Vincents' motion to dismiss, ruling that no FDCPA violation had occurred.

- [7] The Vincents then requested the trial court order PBC to provide them with a transcript or recording of the disputed call. The trial court ultimately denied the discovery request. The Vincents objected, arguing they were denied the opportunity to review and potentially pay legitimate charges before being sued. The trial court again denied their request. After a later evidentiary hearing, the court entered judgment against the Vincents for \$4,998.22, plus costs. The Vincents appeal.

Discussion and Decision

- [8] The Vincents first challenge the trial court’s ruling denying their request for PBC to produce a recording of the disputed telephone call. They also contend PBC’s counsel made a false statement of fact about the call. We affirm, finding no error in the trial court’s discovery order and that the attorney misconduct claim is simply a request to reweigh the evidence on an incomplete record.

I. Discovery Order

- [9] We review a trial court’s decision regarding discovery matters only for an abuse of discretion. *Goalsetter Systems, Inc. v. Estate of Gerwels*, 230 N.E.3d 341, 346 (Ind. Ct. App. 2024). “An abuse of discretion occurs when the decision is clearly against the logic and effect of the facts and circumstances before the court or when the trial court misinterprets or misapplies the law.” *Id.*
- [10] “When a discovery request is made, the trial court must first determine whether the information sought is relevant to the issue being tried.” *Doherty v. Purdue Props. I, LLC*, 153 N.E.3d 228, 235 (Ind. Ct. App. 2020). “If the information is

not relevant, no further inquiry is necessary, and the discovery is prohibited.”

Id. Even if the material is relevant, the trial court may deny a discovery request if it determines that information sufficient to prepare the case has already been exchanged. *Id.* Given the fact-sensitive nature of discovery issues, “the trial court’s decisions are clothed with a presumption of correctness on appeal.” *Id.*

[11] We note as a preliminary matter that on appeal, the Vincents have not provided a complete transcript of the evidentiary hearing from which the final judgment arose. Though the Vincents’ appeal relates to the trial court’s preliminary rulings, the record of the subsequent evidentiary hearing is still important in determining whether the Vincents properly preserved their arguments for appeal. Given “our longstanding preference for deciding cases on the merits,” we address their arguments to the extent that the limited record before us permits. *Milbank Ins. Co. v. Ind. Ins. Co.*, 56 N.E.3d 1222, 1228 (Ind. Ct. App. 2016).

[12] As to the merits of the Vincents’ claim, the Vincents assert that the trial court abused its discretion in denying them access to the recording of the disputed call. They contend that their discovery request related to their defense under the FDCPA, which provides in part:

If the consumer notifies the debt collector *in writing* within the [relevant] thirty-day period . . . that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a

copy of such verification of judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the [relevant] 30-day period . . . unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor.

15 U.S.C.A. § 1692g(b) (emphasis added).

[13] As the language of this statute establishes, the temporary cessation of the collection process is not triggered under the FDCPA until the debtor notifies the debt collector in writing. *Id.* The evidence as to whether the Vincents notified PBC in writing was in conflict. William asserted that he had written to the PBC to dispute the debt. But he failed to produce a copy of that mailing or any other evidence supporting his assertion. PBC maintained it had received no such writing from William. The trial court responded:

I find it hard to believe when it's always the magic document that's missing that it ever existed. So let's be clear of what we're doing here today . . . [T]he Motion to Dismiss is denied because the Plaintiff did comply with the FDCPA. So there's no confusion at trial that this all comes back up again as far as the compliance.

Tr. Vol. II, p. 11.

[14] The court then entered an order finding that no FDCPA violation occurred. Only then did the Vincents file their discovery motion requesting production of

the recording of the disputed call. By then, this FDCPA defense no longer was relevant.

[15] The Vincents later acknowledged as much in their motion to reconsider the denial of their discovery request. In that pleading, the Vincents noted that the trial court’s determination of no FDCPA violation was based on its “not believing that the [Vincents] sent a written request to dispute the debt.” Appellant’s App. Vol. I, p. 18. They conceded that “[t]he FDCPA issue was concluded when [the trial court] . . . stated that the dispute from the defendant had to have been in writing.” *Id.*¹

[16] In small claims matters, “[d]iscovery may be had in a manner generally pursuant to the rules governing any other civil action, but only upon the approval of the court and under such limitations as may be specified.” Ind. Small Claims Rule 6. But “the court should grant discovery only upon notice and good cause shown and should limit such action to the necessities of the case.” *Id.*

[17] Here, the trial court had good cause for rejecting the Vincents’ discovery request, given that the recording of the disputed call was no longer relevant to this debt collection action. By the time the Vincents filed their discovery request, the trial court already had rejected the Vincents’ FDCPA defense by

¹ The Vincents argued that the requested discovery was nonetheless relevant for reasons that did not relate to the FDCPA: attorney fees and whether William had any financial responsibility to the hospital for his child’s medical expenses. On appeal, the Vincents seemingly abandon these particular relevancy arguments.

finding that they failed to dispute the debt in writing. In so doing, the trial court expressed disbelief as to William’s purported mailing to PBC—a mailing that was central to the viability of Vincent’s FDCPA defense and refuted by PBC. “[T]he trial court sits ‘in the best position to weigh any conflicting evidence and assess the credibility of the witnesses.’” *Wilfong v. Cessna Corp.*, 838 N.E.2d 403, 407 (Ind. 2003) (quoting *Hensler v. Brooks*, 684 N.E.2d 1180, 1184 (Ind. Ct. App. 1997)). “In the face of conflicting evidence, it is not within the province of an appellate court to reweigh the evidence or to reassess the credibility of the witnesses.” *Id.*

[18] The Vincents argue on appeal that the recording of the disputed call was relevant to other FDCPA defenses, including that PBC engaged in materially false, deceptive, or misleading statements in a debt-collection communication. But the Vincents waived this issue by failing to timely raise it to the trial court. The record on appeal shows that the Vincents first raised this claim after the trial court entered its judgment finding them liable for the debt. In general, a party waives an argument raised for the first time post-judgment. *See Pearman v. Stewart Title Guar. Co.*, 108 N.E.3d 342, 350 (Ind. Ct. App. 2018).

II. Attorney Misconduct

[19] The Vincents’ final claim that PBC’s attorney committed attorney misconduct by misrepresenting the content of the disputed call also is unavailing. The alleged attorney misconduct relates to the Vincents’ allegations that the PBC violated the FDCPA by engaging in materially false, deceptive, or misleading

statements in a debt-collection communication. But this is one of the FDCPA defenses that the Vincents waived by failing to timely raise it to the trial court before it ruled on the discovery request.

[20] If instead the attorney misconduct allegation is intended as part of a challenge to the trial court's final judgment finding them liable for \$4,998.22, the Vincents have failed to overcome two obstacles. First, they are essentially asking us to reweigh evidence, given that the trial court's discovery ruling made clear that it accepted the representations of the attorney for PBC about the disputed call and did not find William's account of it to be credible. *See Wilfong*, 838 N.E.2d at 407 (noting that appellate courts may not reweigh evidence on appeal).

[21] Second, the Vincents' failure to provide a complete transcript of all the proceedings leaves us unable to evaluate the impact of the attorney misconduct claim on the final judgment. To that extent, the Vincents have waived this issue by failing to produce a record that renders this issue capable of appellate review. *See Graddick v. Graddick*, 779 N.E.2d 1209, 1210 (Ind. Ct. App. 2002) ("The appellant bears the burden of presenting a record that is complete with respect to the issues raised on appeal.").

[22] Finding the Vincents' claims of error either are waived or unmeritorious, we affirm the trial court's judgment.

May, J., and Scheele, J., concur.

APPELLANTS PRO SE

Kandi S. Vincent
William V. Vincent
Evansville, Indiana

ATTORNEY FOR APPELLEE

Brandon T. Curl
Kahn, Dees, Donovan & Kahn, LLP
Evansville, Indiana