

Panhandle Collections, Inc. v. Jacobson

Case Number

A-16-0459

Call Date

April 11, 2017

Case Time

9:30 AM

Case Audio

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Case Summary

A-16-0459, Panhandle Collections, Inc. (Appellant) v. Douglas Jacobson

District Court of Dawes County, District Judge Travis P. O'Gorman

Attorney for Appellant: Katy A. Anderson (Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO)

Attorney for Appellee: Jon Worthman (Worthman Law Office, PC, LLO)

Civil Action: Breach of contract / Debt collection

Action taken by the Trial Court: The district court dismissed Panhandle Collections' complaint, finding that it failed to carry its burden to prove the existence of a validly enforceable oral contract. Chadron Community Hospital previously assigned Jacobson's alleged contractual debts for medial expenses to Panhandle Collections.

Assignments of Error and Issues on Appeal: Did the district court err in finding no contract existed between Chardon Community and Jacobson, and dismissing the complaint? Did the district court err in denying Panhandle Collections' motion for new trial or to alter or amend judgment?

Extended Case Summary (for Educational Purposes):

A-16-0459, Panhandle Collections, Inc. (Appellant) v. Douglas Jacobson

District Court of Dawes County, District Judge Travis P. O'Gorman

Attorney for Appellant: Katy A. Anderson (Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO)

Appellee Jacobson did not file a brief in this appeal and therefore waived appearing at oral argument.

Background: Chadron Community Hospital provided medical care to Douglas Jacobson on multiple occasions between October 2009 and July 2012. The total charge for all services was \$44,542.54. Jacobson made sporadic small payments to the hospital from October 2009 through April 2014, but still owed the bulk of his account. The hospital assigned Jacobson's accounts to Panhandle Collections, who filed a lawsuit against Jacobson, alleging that he owed \$53,723.07 (including principal and interest) for the services that were provided to him

by the hospital.

Evidence was presented at trial about Jacobson's request for the hospital to accept small monthly payments on his accounts. The hospital accepted Jacobson's small payments. The hospital claimed that it had an oral contract with Jacobson to accept small monthly payments. The hospital also claimed that in January 2014, Jacobson agreed to make \$100 monthly payments to the hospital, but that he breached this agreement by failing to make payments after April 2014. Jacobson denied entering into an agreement with the hospital to make \$100 monthly payments.

On March 23, 2016, the court entered a written order finding in favor of Jacobson and dismissing Panhandle's lawsuit. The court found that Panhandle failed to carry its burden to prove the existence of a validly enforceable oral contract and that its terms and requirements were definite and certain. After this judgment was entered, Panhandle then asked the court to grant it a new trial or to amend the judgment. The court denied this request.

Issues on Appeal:

1. Did the district court err in finding no contract existed between Chardon Community Hospital and Jacobson, and dismissing the complaint? This issue will include examining whether an implied contract or an oral contract was formed between the parties.
2. Did the district court err in denying Panhandle Collections' motion for new trial or to amend the judgment?

Case Location

Chadron State College

Panel Text

Moore, Chief Judge, Inbody and Riedmann, Judges
