

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

SUSQUEHANNA HEALTH SYSTEM,	:	
Plaintiff	:	DOCKET NO. 11-00,510
	:	CIVIL ACTION – LAW
vs.	:	
	:	
STUART P. CARUSO,	:	
Defendant	:	

VERDICT

Following a non-jury trial in the above-captioned matter, the Court hereby enters a verdict in favor of Plaintiff Susquehanna Health System and against Defendant Stuart P. Caruso.

I. Findings of Fact

1. Plaintiff Susquehanna Health System is a Pennsylvania corporation having an office and principle place of business at 777 Rural Avenue, Williamsport, Lycoming County, Pennsylvania.
2. Defendant Stuart P. Caruso is an adult individual residing at 322 Rocky Hill Road, Muncy, Lycoming County, Pennsylvania.
3. Defendant has a minor daughter Jessica A. Caruso.
4. At the oral request of Defendant, Plaintiff provided medical services to Defendant and his minor daughter on the following dates for the following prices.
 - a. On February 10, 2007, Defendant presented himself to the Muncy Valley Hospital Emergency Room (ER), complaining of migraine headaches. This visit was memorialized by Statement No. 21296843. Exhibits P-1 and P-2. In this statement, Defendant’s next of kin is listed as Heather Stahl; Heather Stahl signed the consent form relating to this visit. Defendant testified that Ms. Stahl was his

girlfriend on or around February 10, 2007. The balance for goods and services rendered on that date is listed as \$1,120.61.

- b. On July 21, 2007, Defendant presented himself to the Muncy Valley Hospital ER, complaining of migraine headaches. This visit was memorialized by Statement No. 21296900. Exhibits P-3 and P-4. The balance for goods and services rendered on that date is listed as \$282.31.
- c. On March 21, 2008, Defendant presented himself to the Urgicenter at the Williamsport Hospital, complaining of chronic knee pain. This visit was memorialized by Statement No. 21296918. Exhibits P-5 and P-6. The balance for services rendered on that date is listed as \$140.00.
- d. On September 10, 2008, Defendant presented himself to the Muncy Valley Hospital Laboratory, complaining of dizziness and anxiety. This visit was memorialized by Statement No. 21296934. Exhibits P-7 and P-8A. The balance for goods and services rendered on that date is listed as \$640.00.
- e. On September 10, 2008, Defendant presented himself to the Muncy Valley Hospital ER, complaining of dizziness and anxiety. This visit was memorialized by Statement No. 21296942. Exhibits P-9 and P-10. The balance for goods and services rendered on that date is listed as \$276.78.
- f. On November 11, 2008, Defendant's daughter Jessica A. Caruso (DOB: 06/10/1996) presented to the Muncy Valley Hospital Laboratory. This visit was memorialized by Statement No. 21296959. Exhibits P-11 and P-12. Defendant signed the consent for treatment on behalf of his minor daughter. The balance for goods and services rendered on that date is listed as \$360.00.

- g. On November 29, 2008, Defendant presented to the Muncy Valley Hospital ER, complaining of eye pain. This visit was memorialized by Statement No. 21296975. Exhibits P-13 and P-14. The balance for goods and services rendered on that date is listed as \$628.18.
 - h. On January 10, 2009, Defendant's daughter Jessica A. Caruso (DOB: 06/10/1996) presented to the Muncy Valley Hospital Laboratory. This visit was memorialized by Statement No. 21296850. Exhibits P-15 and P-16. Defendant signed the consent for treatment on behalf of his minor daughter. The balance for goods and services rendered on that date is listed as \$66.00.
 - i. On January 14, 2009, Defendant's daughter Jessica A. Caruso (DOB: 06/10/1996) presented to the radiology department at the Muncy Valley Hospital. This visit was memorialized by Statement No. 21331905. Exhibits P-17 and P-18. Defendant signed the consent for treatment on behalf of his minor daughter. The balance for services rendered on that date is listed as \$1,118.00.
 - j. On March 12, 2009, Defendant presented to the Muncy Valley Hospital ER, complaining of migraine headaches. This visit was memorialized by Statement No. 21331913. Exhibits P-19 and P-20. The balance for goods and services rendered on that date is listed as \$296.16.
5. Defendant received and accepted such medical services.
 6. The prices set forth are the fair, reasonable market prices for such medical services.
 7. Defendant failed to pay Plaintiff for such medical services. Exhibit P-21, as amended through the testimony of Michelle Lefever.

8. On March 29, 2011, Plaintiff filed suit against Defendant for the cost of such medical services in the amount of \$4,928.04, plus costs and interest.
9. On January 24, 2012, the parties participated in an arbitration hearing. On March 6, 2012, the arbitrators awarded \$4,928.04, in favor of Plaintiff Susquehanna Health System and against Defendant Stuart P. Caruso. On March 12, 2012, Defendant appealed this arbitration award.
10. On September 17, 2012, this Court held a non-jury trial in the above-captioned matter. Michelle Lefever, record custodian and account supervisor for Plaintiff, testified on behalf of Plaintiff. Defendant testified on behalf of himself.
11. The Court finds the testimony of Michelle Lefever to be credible.
12. Defendant recalled receiving treatment in either the emergency room or the laboratory at the Muncy Valley Hospital on the following dates: September 10, 2008, and November 29, 2008. These visits are memorialized at Statement Nos. 21296934, 21296942, and 21296975. The total balance for goods and services rendered on those dates is \$1,544.96.
13. Defendant recalled taking his minor daughter Jessica to the emergency room, the laboratory, or the radiology department at the Muncy Valley Hospital on the following dates: November 11, 2008; January 10, 2009; and January 14, 2009. These visits are memorialized at Statement Nos. 21296959, 21296850, and 213319005. The total balance for goods and services rendered on those dates is \$1,544.00.
14. Defendant testified that he did not present himself to the Muncy Valley Hospital ER on the following dates: February 10, 2007; July 21, 2007; March 21, 2008; and March 12, 2009. These visits are memorialized at Statement Nos. 21296843, 21296900, 21296918,

and 21331913. The total balance for goods and services rendered on these dates is \$1,839.08. Defendant testified that his signature on these records was forged.

15. The Court finds Defendant's testimony to be not credible.

16. Defendant did not raise the statute of limitations defense in his answer.

II. Conclusions of Law

1. To support a claim for breach of contract, Plaintiff must plead three elements: the existence of a contract, a duty imposed by the contract, and resultant damages. *Pennsy Supply, Inc. v. American Ash Recycling Corp.*, 895 A.2d 595, 600 (Pa. Super. Ct. 2006), *appeal denied*, 907 A.2d 1103 (Pa. 2006); *Presbyterian Medical Center v. Budd*, 832 A.2d 1066, 1070-71 (Pa. Super. Ct. 2003); *Corestates Bank v. Cutillo*, 723 A.2d 1053, 1058 (Pa. Super. Ct. 1999).
2. A contract may be enforced when the contracting parties have reached a mutual agreement, exchanged consideration, and set forth the terms of their contract with clarity. *Budd*, 832 A.2d at 1070-71.
3. In a breach of contract action, the party alleging the breach carries the burden of proving that a breach occurred and the damages resulting from that breach. *Spang & Co. v. United States Steel Corp.*, 545 A.2d 861, 866 (Pa. 1988); *East Texas Motor Freight v. Lloyd*, 484 A.2d 797, 801 (Pa. Super. Ct. 1984).
4. It is well-settled that, in breach of contract cases, prejudgment interest is awardable as a legal right. *TruServ Corp. v. Morgan's Tool & Supply Co.*, 39 A.3d 253, 263-64 (Pa. 2012); *Fernandez v. Levin*, 548 A.2d 1191, 1193 (Pa. 1988) (our Supreme Court adopted Section 354 of the Restatement (Second) of Contracts with respect to the recovery of interest as damages in breach of contract actions); *Portside Investors, L.P. v. Northern*

Insurance Co., 41 A.3d 1, 15 (Pa. Super. 2011); *Widmer Engineering, Inc. v. Dufalla*, 837 A.2d 459, 469 (Pa. Super. Ct. 2003). This award is not discretionary. *TruServ Corp.*, 39 A.3d at 264.

5. The Restatement (Second) of Contracts, Section 354, entitled Interest as Damages, provides:

[i]f the breach consists of a failure to pay a definite sum of money..., interest is recoverable from the time for performance on the amount due less all deductions to which the party in breach is entitled.

TruServ Corp., 39 A.3d at 263.

6. The statutory prejudgment interest rate in the Commonwealth is six percent (6%).

TruServ Corp., 39 A.3d at 261.

III. Discussion

In this instance, Plaintiff Susquehanna Health System provided various forms of medical treatment to either Defendant or his minor daughter. Defendant admits that he presented either himself or his daughter to the Muncy Valley Hospital for six (6) of the ten (10) contested instances. Defendant claims that he did not pay these bills that pertain to him because he was not charged under the self-pay, i.e. uninsured, rate; Defendant claims that he did not pay the bills pertaining to his daughter because he thought it was the duty of the custodial parent to pay for medical expenses. Defendant claims that he did not present himself to the hospital on the remaining four (4) dates, and, suggests that these records were forged by a third-party.

This Court finds Defendant's arguments disingenuous. Regarding the rate charged, Ms. Lefever testified that Mr. Caruso did not contact her department at all concerning these outstanding bills. Ms. Lefever explained to the Court the process by which a rate may be changed from an insured to an uninsured rate. If Mr. Caruso contacted Plaintiff within the

appropriate time period, his bill could have been changed from the insured to the uninsured rate, assuming prompt payment; however, Mr. Caruso failed to do so. Regarding treatment of his daughter, the Court believes this issue is between Mr. Caruso and his daughter's mother. Regarding the alleged forgeries, Defendant's sole piece of evidence supporting the theory was his testimony; the Court finds his testimony to be not credible. Mr. Caruso failed to pay anything toward any of these outstanding medical bills, spanning from early 2007 through 2009.

The Court finds that Plaintiff and Defendant are in a contractual relationship. Defendant presented either himself or his daughter to the hospital in need of services or medicine. Plaintiff provided these services and treatments to Defendant or his daughter. Plaintiff charged Defendant the customary rate for these services and treatments. Plaintiff provided these bills to Defendant, and Defendant failed to pay these bills. It is evident to this Court that a contract existed, this contract was breached by Defendant, and resultant damages were incurred by Plaintiff. These damages are in the form of a definite sum of money, and, as a result, Plaintiff's damage award must include prejudgment interest.

Accordingly, the following is entered:

VERDICT

AND NOW, this 24th day of September, 2012, following a non-jury trial in the above-captioned matter, a verdict is hereby entered in favor of Plaintiff Susquehanna Health System and against Defendant Stuart P. Caruso, in the amount of \$4,998.04, plus prejudgment interest from the date of March 12, 2009. Interest shall be calculated at the rate of six percent (6%) per annum and shall be entered as \$1,177.04. Therefore, the Court hereby enters a judgment in favor of Plaintiff and against Defendant in the amount of \$6,175.08.

BY THE COURT,

Date

Richard A. Gray, J.

RAG/abn

cc: Charles A. Szybist, Esquire
Stuart P. Caruso – 322 Rocky Hill Road, Muncy, PA 17756
Gary L. Weber, Esquire