

MEMORANDUM DECISION

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IN THE COURT OF APPEALS OF INDIANA

Miranda's Auto Body Tire Shop,
Appellant-Defendant,

v.

Lee Hayes,
Appellee-Plaintiff.

February 10, 2023

Court of Appeals Case No.
22A-SC-1896

Appeal from the Tippecanoe
Superior Court

The Honorable Sarah Wyatt,
Magistrate

Trial Court Cause No.
79D04-2206-SC-299

Memorandum Decision by Judge Bradford
Judges May and Mathias concur.

Bradford, Judge.

Case Summary

- [1] Following an evidentiary hearing, an \$8000.00 small-claims judgment was entered against Miranda’s Auto Body Tire Shop (“the Shop”) on July 18, 2022. On appeal, the Shop contends that the small claims court abuse its discretion by failing to sua sponte appoint an interpreter for the Shop’s owner, Mario Miranda, who appeared at the evidentiary hearing and testified on behalf of the Shop. We affirm.

Facts and Procedural History

- [2] Lee Hayes filed a small claims action against the Shop on June 10, 2022, alleging that the Shop had failed to make certain agreed-upon, and paid-for, repairs to his vehicle. The small claims court conducted a hearing on July 18, 2022, during which the parties presented arguments relating to the agreed-upon scope of repairs and whether the agreed-upon repairs had been adequately completed. At the conclusion of the hearing, the small claims court entered judgment against the Shop in the amount of \$8000.00 plus court costs.

Discussion and Decision

[3] The Shop contends that the small claims court abused its discretion by failing to sua sponte appoint an interpreter for Miranda during the evidentiary hearing.¹

A trial court's decision whether to appoint an interpreter is reviewed for an abuse of discretion. An abuse of discretion occurs if a decision is against the logic of the facts and circumstances before the court. The abuse of discretion standard applies if the issue of appointing an interpreter is raised at the trial court level, either by the parties or by the court on its own motion. Where no request is made for an interpreter and the record shows that the defendant has no significant language difficulty, a trial court does not abuse its discretion by failing to appoint an interpreter.

Nur v. State, 869 N.E.2d 472, 480 (Ind. Ct. App. 2007) (internal citations omitted), *trans. denied*.

[4] The Shop concedes that it did not request that an interpreter be appointed for Miranda during the hearing. Further, at no time during the hearing did Miranda indicate to the small claims court that he was having difficulty understanding or communicating in English. To the contrary, the record reflects that Miranda was able to communicate effectively with the small claims court, objecting to certain exhibits proffered by Hayes and testifying on the Shop's behalf.

¹ Hayes did not file an appellate brief and we will not undertake the burden of developing arguments for him. See *State Farm Ins. v. Freeman*, 847 N.E.2d 1047, 1048 (Ind. Ct. App. 2006). Further, in such circumstances we apply "a less stringent standard of review with respect to showings of reversible error" and "may reverse the lower court if the appellant can establish *prima facie* error." *Id.*

[5] The Shop's argument is based upon the fact that there are numerous instances where the transcript indicates that statements were inaudible. These instances occur in both Miranda's and Hayes's testimony. Some occur when the speaker is attempting to speak at the same time as the other party or the court. Other instances occur during Hayes's and Miranda's explanations of their respective sides of the dispute. Despite these instances, however, review of the record reveals that Miranda's arguments to the small claims court are clear and that the small claims court was able to understand Miranda's arguments as to why judgment should not have been entered against the Shop. Thus, the record does not support an inference that Miranda was experiencing a significant language difficulty during the evidentiary hearing.

[6] The crux of the parties' arguments was clear. Hayes asserted that the Shop had failed to adequately complete the agreed-upon repairs, resulting in damages to him. Miranda asserted that the Shop had adequately completed the agreed-upon repairs and that Hayes had subsequently sought to have additional repairs made for free. The record indicates that the small claims court clearly understood the parties' positions. Given that no request for an interpreter was made and the record does not indicate that Miranda experienced a significant language difficulty, we conclude that the small claims court did not abuse its discretion by failing to appoint an interpreter. *See id.*

[7] The judgment of the small claims court is affirmed.

May, J., and Mathias, J., concur.