

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

2011 CA 1855

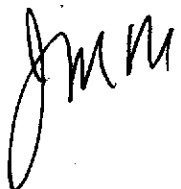


PAMELA JOHNSON

VERSUS



NOLAN JOHNSON, JR.



Judgment Rendered:

MAY 04 2012

* * * * *

On Appeal from the
Twenty-Third Judicial District Court
In and for the Parish of Ascension
Trial Court Number 85,070

The Honorable Ralph Tureau, Judge

* * * * *

Pamela Johnson
Zachary, Louisiana

Plaintiff/Appellant
Pro Se

Kristina Webb Shapiro
Baton Rouge, Louisiana

Counsel for Defendant/Appellee
Nolan Johnson, Jr.

* * * * *

BEFORE: GAIDRY, McDONALD, AND HUGHES JJ.

HUGHES, J.

This is an appeal of a judgment disposing of motions raised in an action for divorce, addressing support payments and community property issues. For the reasons that follow, we affirm.

This suit was originally filed on January 5, 2007 by Pamela Johnson against Nolan Johnson, Jr., for divorce. One child of the marriage was a minor at that time. Mr. Johnson was ordered to pay child support, in accordance with the Louisiana Child Support Guidelines (LSA-R.S. 9:315 et seq.), and spousal support.¹ The parties were divorced by judgment of the trial court, signed February 21, 2008, and made retroactive to the filing date of the petition for divorce.

While litigating issues related to the settlement of community property, the parties entered into a stipulated judgment in which they agreed that two homes owned in community would be sold (one located in Marrero and one located in Gonzales, Louisiana). Subsequently, both parties filed motions for contempt, raising issues related to the payment of court-ordered support, the parties' interactions with realtors engaged to sell the Marrero and Gonzales properties, and various community property reimbursement claims. Following a May 5, 2011 hearing, the trial court rendered judgment, signed on May 12, 2011, which: (1) ruled that Ms. Johnson had until June 6, 2011 to review and read documents related to a sale of the Marrero property; (2) made Mr. Johnson sole agent for the community to sign all documents necessary to complete the sale of the Marrero property, without the signature

¹ The trial court ordered the payment of child support in a March 26, 2007 order, but stated that the "[c]hild support will be calculated when Mrs. Johnson provides her year-to-date income." In an August 5, 2010 hearing, the amount of child support owed by Mr. Johnson was fixed at \$188.36 per month, for the period beginning January 5, 2007 through May 3, 2007 (the date the child turned eighteen years of age), for a total amount of \$753.44 in child support owed. Also, at that time, spousal support was set in favor of Ms. Johnson in the amount of \$150.00 per month, for the period beginning January 5, 2007 through August 21, 2008 (ending six months after the judgment of divorce was signed), for a total amount of \$2,925.00 in spousal support owed.

of Ms. Johnson; (3) gave Mr. Johnson authority to pay a workman for repairs made to the Marrero property and allowed him a credit in the amount of \$1,408.50 (representing Ms. Johnson's share of the repair bill) against the child and spousal support owed to Ms. Johnson; (4) ruled that Mr. Johnson's accrued child support (\$753.44) and spousal support (\$2,925.00), totaling \$3,678.44, be offset by the amount owed to him by Ms. Johnson for the Marrero home repair bill (\$1,408.50), and to be paid to Ms. Johnson from the proceeds of the sale of the Marrero property (a total of \$2,269.94); (5) allowed the former realtor for the Gonzales property to withdraw and appointed Michelle Cobb as realtor, with an initial listing price of \$200,000.00; (6) ordered Ms. Johnson to turn over a key to the Gonzales property to Ms. Cobb and cooperate in the placement of a yard sign and in showing the property, and further ordered Ms. Johnson to vacate the property on or before June 5, 2011; (7) appointed Mr. Johnson sole agent for the community to sign all documents necessary to list and effect a sale of the Gonzales property, without the signature of Ms. Johnson; (8) found Ms. Johnson in contempt of court (for interfering with the realtor's prior attempts to sell the Gonzales property), but reserved the determination and assessment of damages, attorney fees, and court costs related to the contempt, until sale of the Gonzales property; and (9) further ordered the proceeds from the sale of the Gonzales property be held in trust until the court could rule on the reserved contempt issues and make "an allocation of net proceeds after taking into consideration any reimbursement claims or rental payments due between the parties."

Ms. Johnson has appealed² the May 12, 2011 judgment contending, in summary, that the trial court erred: in the amount fixed for the sale price of the Gonzales property; in finding her in contempt of court, because she did not have funds to hire an attorney for her defense and because she did not impede the attempts to sell the Gonzales property; in allowing racial discrimination against a co-realtor on the Marrero property, who she contends was “not ensured to get paid,” while allowing a realtor of a different race to get paid for listing the Gonzales property; in ordering her to pay one-half of the repair bill for the Marrero house; in authorizing Mr. Johnson authority to act, without her signature, to sell the Marrero and Gonzales properties; in failing to hold Mr. Johnson in contempt for not timely paying her amounts owed for taxes, child support, and spousal support; and in failing to award her damages for Mr. Johnson’s alleged delay in completing the sale of the Marrero property.

After a thorough review of the record presented on appeal, we are unable to conclude the trial court erred in its rulings, as the record presents a reasonable basis for the findings of fact made by the trial court and the law supports the resulting rulings.

In particular, we note the trial court’s authority to authorize one former spouse to act exclusively to manage an item of community property, pursuant to LSA-C.C. art. 2355, which provides:

A spouse, in a summary proceeding, may be authorized by the court to act without the concurrence of the other spouse upon showing that such action is in the best interest of the family and that the other spouse arbitrarily refuses to concur or that concurrence may not be obtained due to the physical incapacity, mental incompetence, commitment, imprisonment,

² Although Ms. Johnson filed a request for a suspensive appeal on May 26, 2011, she failed to post the suspensive appeal bond fixed by the trial court in the amount of \$200,000.00, and her appeal was maintained as a devolutive appeal.

temporary absence of the other spouse, or because the other spouse is an absent person.

In addition, we do not find that the trial court erred in conducting a hearing on the motion for contempt filed against Ms. Johnson, despite the fact that she did not have an attorney to represent her.³ Constitutional protections are not required to be afforded in a civil contempt proceeding, where only the payment of money between the parties is at issue. See Hicks on Behalf of Feiock v. Feiock, 485 U.S. 624, 631-32, 108 S.Ct. 1423, 1429-30, 99 L.Ed.2d 721 (1988). Further, we find no merit in the remaining assignments of error, as the record does not support the arguments made by the plaintiff/appellant.

Accordingly, we find no error in the trial court decision and affirm the May 12, 2011 judgment, by memorandum opinion, in compliance with the Uniform Rules for Louisiana Courts of Appeal, Rule 2-16.1.B. All costs of this appeal are assessed to the plaintiff/appellant, Pamela Johnson.

AFFIRMED.

³ We note that the record reflects that Ms. Johnson retained and dismissed five different attorneys over the course of this approximately four-year trial court proceeding.