

**BANK ONE, LOUISIANA. N.A.**

\*

**NO. 2006-CA-0071**

**VERSUS**

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**COURT OF APPEAL**

**ANIOMA HOME HEALTH  
CARE AGENCIES, INC., I. C.  
A. OKPALOBI AND PAIGE  
OKPALOBI**

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**FOURTH CIRCUIT**

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**STATE OF LOUISIANA**

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**LOMBARD, J. CONCURS WITH REASONS**

I respectfully concur with the majority. I agree with Judge Cannizzaro's concurrence with regard to each issue except that of penalties for contempt. Like the majority, I would reverse the award for penalties for contempt, but would do so on the basis that Gentilly Medical did not with willful disobedience to the court's order to garnish Mr. Okpalobi's wages. Gentilly Medical claims that it believed that the subsequent settlement funded by the proceeds of the private sale of the residence and the reversal of taxes owed satisfied the underlying mortgage debt owed to Chase. Therefore, I do not believe that Gentilly Medical's failure to garnish Mr. Okpalobi's wages was done intentionally, knowingly, and/or purposefully without justification. Accordingly, I would not hold Gentilly Medical in contempt nor impose penalties against it.