

IN THE COURT OF APPEALS OF IOWA

No. 9-792 / 08-1648
Filed November 12, 2009

**IN RE THE MARRIAGE OF RANDALL J. PATZNER
AND SARA L. CHRISTOPHERSON**

**Upon the Petition of
RANDALL J. PATZNER,**
Petitioner-Appellee,

**And Concerning
SARA L. CHRISTOPHERSON,**
Respondent-Appellant.

Appeal from the Iowa District Court for Clayton County, Richard D. Stochl,
Judge.

Sara Christopherson appeals the district court's finding that her former
husband, Randall Patzner, was not in contempt of court. **AFFIRMED AS
MODIFIED.**

Dale L. Putnam, Decorah, for appellant.

Randall Patzner, Marquette, pro se.

Considered by Sackett, C.J., Danilson, J., and Miller, S.J.*

*Senior judge assigned by order pursuant to Iowa Code section 602.9206 (2009).

DANILSON, J.

A decree entered in this action on August 14, 2002, dissolved the parties' marriage. Sara Christopherson and Randall Patzner have been trying to effectuate the terms of their dissolution decree ever since. The decree contemplated the sale of their family home, which also served as a bed and breakfast, for a minimum gross sales price of \$200,000. Ultimately, the property was sold almost six years later at auction for a sum of \$115,000.

Sara asks this court to reverse a trial court order that determined Randall was not in contempt of court for failing to follow the terms of the parties' dissolution decree. Although no contempt adjudication was entered, by consent of the parties, the trial court proceeded to resolve the parties' lingering dispute regarding the proper distribution of proceeds from the sale of their real estate. Sara contends the ordered distribution is inequitable and should be modified.

The decree provided that after payment of sale expenses, reimbursement to each party for any repairs and capital improvements, and the first mortgage in the approximate sum of \$41,000, the proceeds would be applied to various other obligations. Any remaining balance after payment of the obligations would be paid to the parties. The obligations included Randall's \$18,000 debt secured by a second mortgage on the property; Randall's credit card debts totaling \$15,211.76; Sara's credit card debts totaling \$18,981.54; and \$18,000 to Sara to be used toward her student loan. These latter obligations were not prioritized in terms of payment in the decree. Additionally, Randall was required to pay \$18,000 to Sara from his half of the net proceeds after the foregoing obligations were paid, to equalize the property distribution.

Since the entry of the decree, Randall refinanced both mortgages and included his credit card debt in a new first and second mortgage. Without refinancing, Randall believes he would have defaulted on his payments and “let the house go back.” After payment of these mortgages from the sale proceeds and sale expenses, Sara was to be paid the remaining balance of \$35,557 pursuant to the trial court’s order. Additionally, the trial court concluded that this distribution “remained inequitable because [Sara] had not been fully compensated for the difference in personal property distributed to [Randall] under the decree.” To correct this deficiency, the trial court ordered Randall to pay Sara \$18,000 by annual installments of \$2000 over nine years without interest.

With regard to the application to show cause, the trial court stated:

This court does not find that [Randall’s] actions were willful or wanton or in violation of the dissolution of marriage decree. He is NOT in contempt of court. Neither of the parties has acted responsibly since this matter began. A review of the file shows that the matter has been overlitigated with multiple applications for modification and applications for rule to show cause. The parties’ inability to agree to anything has cost them thousands of dollars as demonstrated by their refusal to accept a \$160,000 offer for the property because they could not agree on how they would distribute the proceeds after sale. It is clear to this court that any request by [Randall] for permission from [Sara] to refinance a note would have been met with an adamant refusal. This court finds that it was in the best interests of [Randall] and the parties to refinance the note in 2003 and that his actions were not contemptuous. The decree required him to pay the taxes, pay the first mortgage, and the second mortgage and the insurance. He has complied.

Iowa courts define contempt as willful disobedience.¹ *Ary v. Iowa Dist. Ct.*, 735 N.W.2d 621, 624 (Iowa 2007). Under Iowa Code section 598.23(1) (2007),

¹ A finding of willful disobedience requires:

[E]vidence of conduct that is intentional and deliberate with a bad or evil purpose, or wanton and in disregard of the rights of others, or contrary to

the district court has “broad discretion” and may “consider all the circumstances, not just whether a willful violation of a court order has been shown, in deciding whether to impose punishment for contempt in a particular case.” *In re Marriage of Swan*, 526 N.W.2d 320, 327 (Iowa 1995). Unless this discretion is “grossly abused,” the court’s decision must stand. *Id.* Our review is to determine if substantial evidence supports the district court’s decision. *Ary*, 735 N.W.2d at 624.

The evidence reflects that if Randall had not refinanced, in all likelihood he would have defaulted on the payments and both parties would have lost the equity in the home. Although his actions were contrary to the decree, there is substantial evidentiary support for the trial court’s determination that Randall’s actions were not willful or wanton.

With regard to the division of the sale proceeds, our review is de novo. See Iowa R. App. 6.4. However, “we accord the trial court considerable latitude in making this determination and will disturb the ruling only when there has been a failure to do equity.” *In re Marriage of Schriener*, 695 N.W.2d 493, 496 (Iowa 2005).

Here the trial court adequately balanced the claims of each party, except with respect to the payment terms of the \$18,000 to Sara. We agree with Sara that the lack of interest and the term length are inequitable to her. Randall has received the immediate payment of his debts and immediate enjoyment of the

a known duty, or unauthorized, coupled with an unconcern whether the contemner had the right or not.
Ary, 735 N.W.2d at 624.

personal property distributed to him. Although interest is not required in every case, the time value of money is a consideration. *In re Marriage of Keener*, 728 N.W.2d 188, 196 (Iowa 2007). It is also significant that the original decree anticipated the immediate payment of this equalization sum upon the sale of the home. We conclude the sum of \$18,000 should be paid within two years of the entry date of this opinion as well as immediately draw the statutory interest rate for judgments as authorized by Iowa Code section 535.2.

Costs of appeal are assessed one-half to Sara and one-half to Randall.

AFFIRMED AS MODIFIED.