

LILAH MCQUILKIN-ANCIRA	*	NO. 2026-CA-0173
VERSUS	*	COURT OF APPEAL
CHRISTOPHER ANCIRA	*	FOURTH CIRCUIT
	*	STATE OF LOUISIANA

APPEAL FROM
CIVIL DISTRICT COURT, ORLEANS PARISH
NO. 2021-04090, DIVISION “H-3”
Honorable LaKeisha N. Jefferson, Judge

Judge Tiffany Gautier Chase

(Court composed of Judge Joy Cossich Lobrano, Judge Tiffany Gautier Chase,
Judge Rachael D. Johnson)

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**REVERSED; REQUEST
FOR FRIVOLOUS APPEAL
DAMAGES DENIED
OCTOBER 15, 2026**

Appellant/Plaintiff, Lilah McQuilkin-Ancira (hereinafter “Lilah”), seeks review of the trial court’s November 21, 2025 judgment, holding her in contempt of court and awarding attorney fees to Appellee/Defendant, Christopher Ancira (hereinafter “Christopher”). In his response to Lilah’s appeal, Christopher seeks frivolous appeal damages. After consideration of the record before this Court and the applicable law, we reverse the trial court’s November 21, 2025 judgment and deny Christopher’s request for frivolous appeal damages.

FACTS AND PROCEDURAL HISTORY

Lilah and Christopher were married in 2005 and share two children. On May 13, 2021, Lilah filed a petition for divorce requesting joint custody and sought to be named as the domiciliary parent. On August 10, 2021, the parties entered into a consent judgment (hereinafter “the 2021 Consent Judgment”), with the following provisions relevant to this appeal:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that both the [mother] and the [father] are awarded joint and shared custody of the minor children []. On an interim basis and without prejudice, neither parent is designated as domiciliary parent of the minor children.

* * *

IT IS FURTHERED ORDERED, ADJUDGED AND DECREED that both parents shall share information with each other about the children in a timely manner so as to coordinate and facilitate their parenting together. This information may include, but is not limited to medical, educational, social, psychological, and religious aspects of the children’s lives.

* * *

IT IS FURTHERED ORDERED, ADJUDGED AND DECREED that each parent shall inform the other as soon as possible of all school, sporting and other special activity notices and cooperate in the children’s consistent attendance at such events. Neither parent shall schedule activities during the other parent’s scheduled parenting time, without notice to the other parent and the agreement of the other parent in any written medium.

The parties were divorced by judgment dated June 7, 2022.

Over the years, the parties were involved in ongoing litigation concerning modifications to child custody, child support, spousal support and family reconciliation therapy. In accordance with the 2021 Consent Judgment, Lilah and Christopher continued to exercise joint and shared custody of the children, communicating mostly through email and text messages. However, complications with communication within the family led the parties to attend multiple sessions with family therapists. Despite family therapy, the parties filed two motions for contempt. In December 2022, Lilah filed a rule for contempt arguing that Christopher refused to pay his share of the children's expenses.¹ She also requested to modify custody and asked that child support be increased as a result of Christopher's relocation to Georgia.² Several months later, Christopher filed a rule for contempt, alleging intentional and purposeful violation of the 2021 Consent Judgment.³ He asserted that Lilah perpetuated parental alienation by refusing to co-parent or "facilitate and encourage a close loving relationship" between him and the children. On December 5, 2023, both parties ultimately agreed to dismiss their rules for contempt, with prejudice, and entered into a consent judgment. The December 5, 2023 consent judgment awarded the parties joint custody, with Lilah named as the domiciliary parent. The judgment also continued several of the parties' motions and exceptions.

In June 2024, Lilah traveled with the children to New York for a vacation. While there, Lilah and the parties' seventeen-year-old son visited a college. During

¹ Lilah specified that the expenses were for the children's medical bills, mental health evaluations and sports related fees.

² Christopher moved to Georgia in October 2022, but moved back to Louisiana in January 2023.

³ Christopher also filed to modify child support, spousal support and for court-ordered family reconciliation therapy.

the trip, Christopher emailed Lilah asking whether she was in New York with their son. Lilah responded in the affirmative but explained that her attorney advised her that she was not legally required to inform him that she was in New York. Christopher sent two more emails that day in which he denied claims of financial irresponsibility, referenced Lilah's co-parenting skills and expressed his disappointment in her involvement with a previous dating partner. Lilah only responded to Christopher's email regarding the fact that she and the children were in New York.

On October 22, 2024, Christopher filed a motion to enforce the judgment of joint custody, motion for court ordered reconciliation therapy, contempt and attorney fees. He requested that Lilah be held in contempt for intentionally and purposefully violating the 2021 Consent Judgment.

At trial, the parties produced multiple emails and text messages to illustrate their communications concerning the children.⁴ This included specific conversations about the children's upcoming school and sporting events, health, therapy and out-of-state travel. Christopher testified that he was unaware Lilah and the children were going to New York and explained that he learned about Lilah taking their son to New York from a mutual friend. He further testified that Lilah violated the 2021 Consent Judgment as it relates to co-parenting because Lilah did not inform him of "anything regarding [the children's] school events." Conversely, Lilah testified that the New York trip was planned as a vacation after one of the children's friends invited them to attend a "music video shoot," with the college visit added because they were nearby. Lilah testified that the college visit was

⁴ While multiple issues were brought before the trial court, we are only tasked with reviewing the ruling regarding contempt.

simply to view the campus and not determinative of which college their son would attend. She further explained that she did not inform Christopher that they were visiting a college while in New York in an effort to reduce further conflict between them.⁵ The trial court found Lilah in contempt and assessed her \$15,765.75 in attorney fees. This appeal followed.

STANDARD OF REVIEW

In cases of civil contempt, “the mover must prove the contempt through a preponderance of the evidence.” *Marullo v. Extreme Motor Sports of New Orleans, LLC*, 2023-0157, p. 4 (La.App. 4 Cir. 10/25/23), 376 So.3d 964, 968 (citing *Streiffer v. Deltatech Constr., LLC*, 2019-0990, p. 9 (La.App. 4 Cir. 3/25/20), 294 So.3d 564, 573). When a district court holds a party in civil contempt, the appellate court will review the ruling under a manifest error standard and, if sufficient evidence was presented, the appellate court will only reverse the ruling if it can find the district court abused its discretion. *Id.* (citation omitted).

DISCUSSION

On appeal, Lilah contends the trial court erred in finding her in contempt for failing to comply with the 2021 Consent Judgment and awarding Christopher \$15,765.75 in attorney fees. She argues that there was insufficient evidence presented to show that she intentionally, knowingly and purposefully violated the 2021 Consent Judgment.

Constructive Contempt

Contempt is defined as “any act or omission tending to obstruct or interfere with the orderly administration of justice, or to impair the dignity of the court or

⁵ Lilah testified that prior to the New York trip, she sought advice about conflict resolution from her attorney and multiple therapists.

respect for its authority.” La. C.C.P. art. 221. The classification of contempt is dichotomous; including direct and constructive contempt. *Id.* Direct contempt is either a contempt committed in the presence of the court “or a contumacious failure to comply with a subpoena or summons.” La. C.C.P. art. 222. Constructive contempt is defined as “any contempt other than a direct one.” La. C.C.P. art 224. Constructive contempt includes a party’s “willful disobedience of any lawful judgment, order, mandate, writ, or process of the court.” La. C.C.P. art 224(2). In order to hold a party in constructive contempt, the trial court must find that the party committed the violation “intentionally, purposefully, and without justifiable excuse.” *Johnson v. Johnson*, 2023-0566, p. 2 (La.App. 4 Cir. 5/7/24), 390 So.3d 914, 915 (quoting *State through Dep’t of Child. & Fam. Servs. Child Support Enft v. Knapp*, 2016-0979, p. 13 (La.App. 4 Cir. 4/12/17), 216 So.3d 130, 140).

The basis of Christopher’s rule for contempt centers on his assertion that Lilah violated the 2021 Consent Judgment by failing to inform him about visiting a college with the children while they were in New York. “A consent judgment has binding force from the presumed voluntary acquiescence of the parties, not from adjudication by the court.” *Burrell v. UMC*, 2019-1095, 2019-0423, p. 4 (La.App. 4 Cir. 6/10/20), 302 So.3d 93, 96 (quoting *Succession of Simmons*, 527 So.2d 323, 325 (La.App. 4th Cir. 1988)). In reviewing the consent judgment, we must consider the intent of the parties. *Id.*, 2019-1095, p. 5, 302 So.3d at 96. This Court has previously set forth the following:

When reviewing and interpreting a consent judgment, this Court applies the basic principles of contract interpretation, which begins with the determination of the common intent of the parties in forming the contract. La. C.C. art. 2045. The reasonable intention of the parties to the contract is sought by examining the words of the contract itself. *Prejean v. Guillory*, 10-0740, pp. 6-7 (La. 7/2/10), 38 So.3d 274, 279. “When the words of a contract are clear and explicit and lead to no

absurd consequences, no further interpretation may be made in search of the parties' intent." La. C.C. art. 2046.

Hinds v. Hinds, 2022-0444, p.6 (La.App. 4 Cir. 1/26/23), 357 So.3d 867, 871 (quoting *Jones v. City of New Orleans*, 2020-0247, p. 5 (La.App. 4 Cir. 4/14/21), 315 So.3d 963, 966-67). As such, "each provision in the [consent judgment] is interpreted in light of the other provisions so that each is given the meaning suggested by the [consent judgment] as a whole." *Bacchus v. Bacchus*, 2022-0170, p. 4 (La.App. 4 Cir. 5/4/22), 340 So.3d 148, 151 (quoting *Nungesser v. Nungesser*, 1995-2298, p. 4 (La.App. 1 Cir. 6/28/96), 694 So.2d 312, 314).

In the case *sub judice*, Lilah maintains the trial court erred in finding that Christopher presented sufficient evidence that she intentionally, knowingly, or purposefully violated the 2021 Consent Judgment. She concedes that she did not explicitly tell Christopher that their son would be visiting a college, in an effort to reduce conflict between them. Lilah explained that it was not her intention to violate their agreement and that she had a justifiable excuse for not informing him about the college visit. In opposition, Christopher argues that Lilah intentionally violated the 2021 Consent Judgment, which he interprets as requiring disclosure of educational information and "all school...and other special activity notices." He believes the trip to New York to visit a college is an educational issue which should have been disclosed to him. The trial court agreed with Christopher, finding that Lilah's failure to inform him of the college visit demonstrated an unwillingness to co-parent and constituted contempt.

Our inquiry requires that we consider whether Christopher presented sufficient evidence that Lilah violated the 2021 Consent Judgment and that she did so intentionally, knowingly and without justifiable excuse. *Perry v. F.H. Myers*

Constr. Corp., 2023-0064, p. 7 (La.App. 4 Cir. 11/2/23), 377 So.3d 331, 336 (citation omitted). At trial, both parties testified that Lilah did not advise Christopher of the college visit prior to their trip to New York. However, once asked, Lilah confirmed that they were in New York and told Christopher, based on her attorney's advice, that she was not required to inform him about the trip. We note that the 2021 Consent Judgment is silent as to whether either parent has an affirmative duty to advise the other parent of out-of-state travel. The evidence submitted at trial contains multiple emails and text messages that exhibited Lilah's willingness to communicate with Christopher about the children. Given the parties ongoing communication, Lilah's failure to notify Christopher of the college visit, standing alone, does not sufficiently establish willful disobedience of the 2021 Consent Judgment.

We also recognize that the 2021 Consent Judgment fails to define what constitutes "educational...aspects" of the children's lives. However, the 2021 Consent Judgment expressly states that the parties must timely share educational information in order to "coordinate and facilitate their parenting together." The trial court held Lilah in contempt for refusing to specifically address the college visit. We find the trial court was manifestly erroneous in this finding. As stated above, the 2021 Consent Judgment is vague and does not define educational aspects. It is implausible to conclude that a college visit, involving neither enrollment nor any immediate decision-making, constitutes an educational decision. Christopher also avers that Lilah is in contempt based on the decretal language requiring her to inform him of all school activities and special events. We do not find the trip to New York, which included a college visit, as an activity or

special event held by the child's school. Therefore, we find this argument without merit.

Willful disobedience of a court order requires a finding that the act was intentional, purposeful and without justifiable excuse. We find insufficient evidence that Lilah intentionally and purposefully sought to thwart Christopher's opportunity to co-parent. *See Knapp*, 2016-0979, pp. 22-23, 216 So.3d at 145 (finding the father's occasional failure to notify the mother when the child spent the night at the grandmother's house did not prove that he willfully disobeyed the consent judgment). We also take judicial notice of the fact this is the first and only rule for contempt in five years that the parties have actually litigated. Thus, the trial court manifestly erred in concluding that Lilah's failure to inform Christopher of the college visit constituted willful disobedience of the 2021 Consent Judgment. *See Yokum v. 544 Funky, LLC*, 2015-1353 (La.App. 4 Cir. 9/28/16), 202 So.3d 1065 (finding that there was insufficient evidence to prove that the defendant willfully violated the injunction, and therefore was not punishable by contempt).⁶

Frivolous Appeal Damages

Christopher seeks frivolous appeal damages in the form of attorney fees and costs incurred in connection with this appeal. La. C.C.P. art. 2164 provides for the award of damages for a frivolous appeal.⁷ "The statute permitting frivolous appeal

⁶ Based upon our reversal of the trial court's ruling, we preterm discussion of the award of attorney fees. *See* La. R.S. 13:4611(1)(g) (in a contempt of court case, the trial court may award costs and attorney fees but only to a prevailing party).

⁷ La. C.C.P. art. 2164 provides:

The appellate court shall render any judgment which is just, legal, and proper upon the record on appeal. The court may award damages, including attorney fees, for frivolous appeal or application for writs, and may tax the costs of the lower or appellate court, or any part thereof, against any party to the suit, as in its judgment may be considered equitable.

damages must be strictly construed in favor of the appellant, as it is penal in nature.” *Hellmers v. Dep’t of Fire*, 2021-0380, p. 9, (La.App. 4 Cir. 11/10/21), 331 So.3d 408, 414 (quoting *Johnson v. Johnson*, 2008-0060, p. 5 (La.App. 4 Cir. 5/28/08), 986 So.2d 797, 801). “Appeals are always favored and damages will not be granted unless the appeal is unquestionably frivolous.” *Hellmers*, 2021-0380, p. 9, 331 So.3d at 414 (citation omitted). Applying these principles, we cannot classify this appeal as “unquestionably frivolous.” The record does not support a finding that Lilah filed this appeal in bad faith or to delay the case. The record also does not reflect that her counsel lacked a serious belief in the law advocated in this appeal. *See Johnson*, 2008-0060, p. 5, (La.App. 4 Cir. 5/28/08), 986 So.2d at 801. Thus, Christopher’s request for frivolous appeal damages is denied.

DECREE

Based on the foregoing reasons, we reverse the trial court’s November 21, 2025 judgment and deny Christopher’s request for frivolous appeal damages.

**REVERSED; REQUEST FOR FRIVOLOUS
APPEAL DAMAGES DENIED**