

IN THE SUPREME COURT OF THE STATE OF MISSISSIPPI

COPY

DOROTHY JEANNINE JONES

APPELLANT

VS

LLOYD CASEY JONES

FILED

APPELLEE

CASE No. 2007-CA-01411

APR 15 2008

OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS

BRIEF OF PRO SE APPELLEE

Lloyd Casey Jones
1659 Highland View Court
Orange Park, FL 32003
(904) 579-4647

To All Parties Concerned,

As I have neither legal training, nor the financial resources to hire an attorney, I will forego the formalities of an 'official reply brief'. I will indeed keep this brief by only addressing Counsel for Appellant's arguments to the Issues and to his Conclusion.

Reply to Statement of First Issue - Trial court did not *modify* the property settlement; rather it *clarified* it, as the original decree was not worded in accordance with the Defense Finance and Accounting Service guidelines (1,2)

Reply to Statement of Second Issue -

1.) **Line 2** - Again, the property settlement was not modified, but rather clarified.

2.) **Line 4** - As to the point of Appellant making "substantial concessions in areas of alimony and property division", that is debatable. Appellant was awarded 3 years of rehabilitative alimony, which was paid as ordered until the time of her third marriage, at which time the payments ceased. As for property; I assumed full responsibility for all debts on our foreclosed home, a credit card, and a car which was repossessed. Jeannine retained possession of a jointly owned vehicle that I also paid off although the remaining payments were to be joint responsibility. I transported all my household possessions in a small trailer towed behind a borrowed vehicle post-divorce. Materially, between us, we had little of value and considerable debt.

3.) **Lines 5 & 6** - On hearing the facts of the case, including a review of the transcripts from the original divorce hearing, Judge Pierce found that the intent of the property division regarding my military retirement was, in fact, \$302.04, as was stated. His order *clarifying*, not *modifying* that point is a matter of record. As for being denied property, I have, in fact, been denied my full entitlement to my retired pay due to the fact that Appellant had been overpaid her portion for over 4 years because I could not afford to seek clarification sooner. I had remarried soon after my military retirement and was piecing my life back together. Following the divorce I experienced seven years of credit reconstruction that follows home foreclosure, and car repossession. I attempted informal direct negotiations with Jeannine to no avail. The overpayment to her within that time frame is estimated in the thousands.

Reply to Statement of the case:

F) Final judgment was 7 years 4 months old, but the issue of division of retirement pay was only in effect 4 years 6 months. Specifically, 3 years, 9 months prior to my attorney filing the counterclaim for modification on my behalf.

Reply to Summary of the Argument:

First Issue- Reviewing the Counterclaim for modification, I find no reference to Rule 81. I will not argue the point of law regarding Rule 81, but I will point out that Paragraph 7 of the Counterclaim did not seek modification, but rather clarification of the language to alleviate an erroneous amount in the future. (1,2)

Second Issue (page 7, line 15) - If Appellant "expected and is entitled to the exact wording that she signed off on", she would have immediately reimbursed the overpayment she received which *exceeded* the entitlement of \$302.04, which was, as the decree states, based on current value at the time of divorce, not future value occurring at time of retirement.

Page12, paragraph 2 - As for "considerable concessions", I submit the following for consideration: Appellant was awarded - paramount physical custody of our two minor children, child support of \$582/month, medical and dental coverage for the children (still provided for our minor son), a life insurance policy which benefits them upon my death, alimony at \$300/month for 3 years, (which ceased upon her 3rd marriage), my paying half the auto loan, despite her retaining possession, and exclusive use, possession and ownership and title to all personal property received during the marriage. "The defendant shall be entitled to his clothes and tools".

CONCLUSION: I hold that this complaint and appeal are frivolous, motivated by greed and spite in an effort to continue to disrupt my life, finances, family and future. I also hold that the Trial Court had full jurisdiction to issue an order of clarification. Further, that the Trial Judge maintained the integrity of Mississippi statutes while clarifying, not modifying the divorce decree. I would ask that the Court uphold the lower court's finding and preserve the final order of the lower court.

References:**(1) U.S. Code Title 10 § 1408 (a)(2)(C)**

(C) in the case of a division of property, specifically provides for the payment of an amount, expressed in dollars or as a percentage of disposable retired pay, from the disposable retired pay of a member to the spouse or former spouse of that member.

(2) Uniformed Services Former Spouses' Protection Act- Dividing Military Retired Pay, Garnishment Operations, Defense Finance and Accounting Service, Cleveland Ohio, Page 5, paragraph 2

"The USFSPA states that for an award to be enforceable, it must be expressed either as a fixed dollar amount or as a percentage of disposable retired pay".

Certificate of Service

I, Lloyd Casey Jones, pro se appellee, certify that I have this day delivered via USPS original documents of Appellee Brief to:

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Dated April 15, 2008


Lloyd Casey Jones