

IN THE SUPERIOR COURT OF CARROLL COUNTY
STATE OF GEORGIA

JACQUELINE B. GINGRICH,
Plaintiff,
v.
NEWTON LEROY GINGRICH
Defendant.

*
* CIVIL ACTION
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* FILE NO. 93V0024
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MICROFILMED

JAN 13 1993

MOTION FOR CONTEMPT

BY

Comes now JACQUELINE B. GINGRICH, Plaintiff in the above styled action, and files this action against NEWTON LEROY GINGRICH, Defendant, and respectfully shows the Court the following:

1.

The Defendant, NEWTON LEROY GINGRICH, is a resident of the State of Georgia and may be served with a copy of this Motion and Summons at H-219, The Capitol, Washington, D.C. and is subject to the jurisdiction and venue of this Court. It is anticipated that Defendant's attorney, J. Eugene Beckham, Jr., will acknowledge service on behalf of Defendant.

2.

The parties hereto are formerly husband and wife, having been divorced in the Superior Court of Carroll County, Georgia, by virtue of a Final Judgment and Decree dated February 2, 1981 in Civil Action File No. 15,461.

3.

Plaintiff has attached as Exhibit "A" a copy of said Final Judgment and Decree to this Motion for Contempt and has

also attached as Exhibit "B", a copy of the parties' Settlement Agreement executed by the parties on January 31, 1981, and hereby incorporates Exhibit "A" and Exhibit "B" into this Motion for Contempt.

4.

Paragraph 7 of the aforementioned Agreement requires the Defendant to pay alimony to the Plaintiff in the sum of One Thousand Three Hundred and 00/100 (\$1300.00) Dollars per month.

5.

Paragraph 17 of the aforementioned Agreement requires the Defendant to maintain and pay the premiums on a life insurance policy of not less than \$100,000.00 insuring his life for so long as he is required to pay support to the Plaintiff.

6.

Paragraph 18 of the aforementioned Agreement requires the Defendant to pay said premiums promptly as they become due and to provide Plaintiff with written evidence during the month of January of each year that said policy is in full force.

7.

Since the date of the Final Judgment and Decree of Divorce, Defendant has failed to pay alimony on a timely basis.

8.

Since the date of the Final Judgment and Decree of Divorce, Defendant has failed to maintain and pay the premiums on said life insurance policy.

9.

Since the date of the Final Judgment and Decree of Divorce, Defendant has never provided Plaintiff with written evidence that said life insurance policy is in full force and effect.

10.

Defendant has willfully failed and refused to maintain and pay the premiums on said life insurance policy after repeated demands for payment of same by Plaintiff. This refusal by Defendant to maintain and pay said life insurance premiums is willful contempt of this Court's Order.

11.

Defendant has willfully failed and refused to provide Plaintiff with written evidence that said life insurance policy is in full force and effect after repeated demands for written evidence of same by Plaintiff. This refusal by Defendant to provide Plaintiff with written evidence that said life insurance policy is in full force and effect is willful contempt of this Court's Order.

12.

In addition, it has been necessary for the Plaintiff to retain legal counsel and incur substantial costs of litigation in order to enforce the Court's judgment.

WHEREFORE, Plaintiff prays as follows:

(a) That Rule Nisi issue;

(b) That Defendant be required to comply with each and every term contained in this Court's Final Judgment and Decree of


Divorce, or in the alternative, that this Court issue an Order directing the Sheriff of Carroll County, State of Georgia, to arrest and seize the Defendant and incarcerate him in the common jail until said individual complies fully and completely with this Court's Final Judgment and Decree of Divorce;

(c) That Plaintiff be awarded attorneys fees and expenses of litigation; and

(d) That the Plaintiff have such other and further relief as the Court may consider equitable and proper.

Respectfully submitted,

LYNCH & POWELL

By 

MONA S. SHUMAN
Attorney for Plaintiff
State Bar No.: 644470

Suite 400
Two Decatur TownCenter
125 Clairmont Road
Decatur, GA 30030
(404) 377-1250

IN THE SUPERIOR COURT OF CARROLL COUNTY
STATE OF GEORGIA

JACQUELINE B. GINGRICH,
Plaintiff,
v.
NEWTON LEROY GINGRICH
Defendant.

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* CIVIL ACTION
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* FILE NO. 93v0024
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RULE NISI

Let the Defendant, NEWTON LEROY GINGRICH, show cause
before the presiding judge, on the 2nd day of February,
1993, at 9:00 a.m./~~p.m.~~ in Courtroom 302, Superior Court
of Carroll County, why said Plaintiff's Motion for Contempt
should not be granted.

SO ORDERED this 9th day of January, 1993.

Danny Smith
Judge, Superior Court of
Carroll County

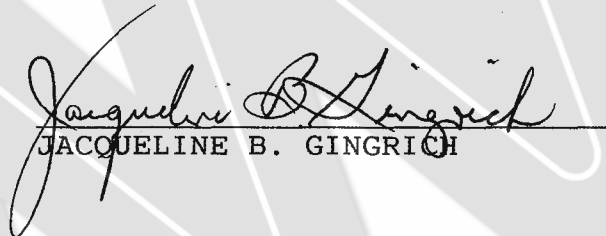
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STATE OF GEORGIA
COUNTY OF DEKALB

VERIFICATION

Personally appeared before the undersigned officer duly authorized to administer oaths in and for the County of Dekalb and the State of Georgia, JACQUELINE B. GINGRICH, who, after being duly sworn, deposes and says that the facts and allegations set forth in the foregoing and attached pleading are true and correct.


JACQUELINE B. GINGRICH

Sworn to and subscribed before me
this 7 day of July, 1993.


Notary Public

My commission expires _____



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DEKALB COUNTY
1993 JUN 11 AM 9:22

IN THE SUPERIOR COURT OF CARROLL COUNTY

STATE OF GEORGIA

JACQUELINE B. GINGRICH,

Plaintiff,

v.

NEWTON LEROY GINGRICH

Defendant.

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CIVIL ACTION

FILE NO. 93-V-0024

MICROFILMED

ACKNOWLEDGMENT OF SERVICE

JAN 29 1993

The undersigned Defendant, NEWTON LEROY GINGRICH, hereby acknowledges receipt and service of the within and foregoing Motion for Contempt, and hereby waives all other and further service in the above-styled action.

This 27th day of JANUARY, 1993.

BY
FILED
GA. CARROLL COUNTY
CLERK
1993 JAN 28 PM 4:55
J. Eugene Beetcham, Jr.
CLERK SUPERIOR COURT
CARROLL COUNTY, GEORGIA

15/ NEWTON LEROY GINGRICH
NEWTON LEROY GINGRICH

by J. Eugene Beetcham, Jr.

Sworn to and subscribed before me

with express permission
AND authority.

this 27th day of January, 1993.

Barbara L. Rogers

Notary Public

Notary Public, Heard County, Georgia
My Commission Expires August 20, 1995

My Commission Expires: _____

IN THE SUPERIOR COURT OF CARROLL COUNTY
STATE OF GEORGIA

NEWT GINGRICH,

Plaintiff

Vs.

JACQUELINE B. GINGRICH,

Defendant

:

:

: CIVIL ACTION FILE NO. 15,461

:

:

FINAL JUDGMENT AND DECREE

Upon consideration of this case upon pleadings filed as provided by law, it is the judgment of the Court that a total divorce be granted, that is to say, a divorce a vinculo matrimonii, between the parties to the above-styled case, upon the grounds that the marriage is irretrievably broken as provided by law and that there is no chance of reconciliation of the parties herein.

AND IT IS CONSIDERED, ORDERED AND DECREED by the Court that the marriage contract heretofore entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectually as if no such contract had ever been made or entered into, and the plaintiff and defendant, formerly husband and wife, in the future shall be held and considered as separate and distinct persons altogether unconnected by any nuptial union or civil contract whatsoever.

The plaintiff herein shall have the right to remarry and the defendant shall have the right to remarry.

IT IS ORDERED, DECREED AND ADJUDGED that the Agreement entered into by and between the parties dated January 31, 1981, the original of which is annexed hereto, marked as "Exhibit A," and made a part hereof, is incorporated into and made a part of this Final Judgment and Decree as fully as if set forth verbatim herein; and the parties and each of them are ordered and directed

EXHIBIT

PAGE TWO

to comply with each and every provision thereof, lest they subject themselves to the contempt of this Court.

AND IT IS SO ORDERED, this 2nd day of February,
1981.

B. Dewey Smith
JUDGE, CARROLL SUPERIOR COURT
COWETA JUDICIAL CIRCUIT

IN THE SUPERIOR COURT FOR THE COUNTY OF CARROLL
STATE OF GEORGIA

NEWT GINGRICH,

Plaintiff,

vs.

JACQUELINE B. GINGRICH,

Defendant.

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CIVIL ACTION

FILE NO. 1500461

AGREEMENT

THIS AGREEMENT, made and entered into by and between
JACQUELINE B. GINGRICH (hereinafter called "Wife") and NEWT
GINGRICH (hereinafter called "Husband");

WITNESSETH:

WHEREAS, the parties to this Agreement were married on
the 19th day of June, 1962;

WHEREAS, the parties separated on or about June 14,
1980, and are now living in a bona fide state of separation,
and acknowledge that there exists no chance of reconciliation;

WHEREAS, there are minor children the issue of the
marriage, to wit: LINDA KATHLEEN, born March 29, 1963, and
JACQUELINE SUE, born November 16, 1966 (hereinafter referred to
as the "Children").

WHEREAS, the parties desire to settle all matters of
alimony, custody, child support, division of property,
attorneys fees, and all other claims each may have against the
other; and

WHEREAS, the parties hereto are acting freely and
voluntarily, under no compulsion or duress, and in
consideration of the present financial circumstances and
earning capacity of each of the parties, with a view to
equitably terminating through due process of law the contract
of marriage heretofore entered into between the parties;

EXHIBIT

B

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NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

1.

The parties shall continue to live separate and apart and each shall be free from the interference, molestation, authority and control, direct or indirect, by the other as fully as if sole and unmarried.

2.

Husband shall pay to Wife as child support for the support and maintenance of each of the minor children the sum of \$200.00 per month per child for a current total of \$400.00 per month. Said payments shall be made in two equal semi-monthly installments, commencing on the 1st day of February, 1981, and continuing on the 1st and 15th days of each month thereafter until each respective child dies, marries, becomes fully self-supporting or otherwise emancipated, reaches the age of eighteen (18) years, or Husband dies, whichever shall first occur.

Provided that, in the event any of said Children attend college or other post-high school educational institution on a fulltime basis, the child support payments for each respective child herein shall not cease when that Child reaches the age of eighteen (18) years, but shall be continued until that Child reaches the age of twenty-three (23) years or completes a regular four (4) year college education, whichever occurs first.

3.

Husband shall, in addition to child support payments herein set forth, pay within thirty (30) days of billing, all

medical, dental, orthodontic, and prescription drug expenses for each of the Children so long as he is obligated to make child support payments pursuant to this Agreement.

4.

Husband agrees to pay the premiums for medical and dental insurance coverage for the children, such insurance providing hospitalization and major medical benefits for expenses covered by the policy carried by him. If the policy actually carried by Husband does not provide such benefits, Husband shall pay any expenses which should be covered hereunder.

5.

Husband shall provide medical and hospitalization insurance or shall pay all medical and hospital costs incurred by Wife unless and until Wife is able to convert her dependent coverage under Husband's present insurance to an individual policy in her name with the same coverage and without medical examination. It is the purpose of this provision to insure that Wife continues to be covered by medical and hospitalization insurance for her pre-existing conditions. Husband and Wife shall each use reasonable diligence to take any and all further steps necessary to obtain such insurance coverage. Wife shall notify Husband in writing when such medical and hospitalization insurance coverage is in effect on her.

6.

For income tax purposes, JACQUELINE SUE GINGRICH shall be considered and returned exclusively as the dependent of Wife and not of Husband for the calendar year of 1981, and thereafter. LINDA KATHLEEN GINGRICH shall be considered and returned exclusively as as the dependent of Husband and not of

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Wife for the calendar year 1981, and thereafter so long as Husband meets his obligations in this Agreement.

7.

Husband shall pay to Wife as alimony the sum of One Thousand dollars (\$1,000.00) per month commencing on February 1, 1981 and continuing on the 1st day of each month thereafter until Wife shall die or remarry or Husband shall die, whichever event shall first occur.

Provided however, said payments shall be adjusted in accordance with any increase in Husband's gross annual income as follows:

<u>Husband's Gross Annual Income in any Calendar Year</u>	<u>Monthly Support to Wife</u>
Between \$77,500 and \$85,000	\$1,100
Between \$85,000 and \$92,000	\$1,200
Between \$92,500 and \$100,000	\$1,300

In the event Husband's gross annual income should exceed \$100,000 the monthly payments to Wife shall continue at the \$1,300 level unless Wife should obtain modification by agreement or court action. Each party waives the statutory right to modify alimony where Husband's income is in the range of his present gross income and up to \$100,000.

8.

Contemporaneously with the execution of this Agreement, Wife shall execute a Quitclaim Deed from herself to Husband conveying to him all her right, title and interest in the real property known as 9223 Kristin Lane, Fairfax, Virginia, subject to any mortgage or other lien presently outstanding on said property, which Husband shall assume and pay. Husband hereby agrees to hold Wife harmless for and fully indemnify her against any liability with respect to said property.

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9.

Husband hereby transfers and conveys to Wife his one-half (1/2) undivided interest in certain improved real property known as 151 Howell Drive, Carrollton, Carroll County, Georgia, subject only to the first mortgage presently outstanding on said property, which Wife shall hereafter assume and pay. Husband shall pay the second mortgage on said property and hold Wife harmless from same. In the event that the Virginia property of the parties known as 9223 Kristin Lane, Fairfax, Virginia is sold, the second mortgage on the Carrollton residence of Wife shall be paid off out of the proceeds of such sale. Husband hereby represents and warrants that there are no liens or encumbrances against said property except for the first and second mortgages held by Carrollton Federal Savings & Loan and any easements and restrictions of record and that all monthly payments on the first mortgage are current. Husband represents that the property taxes for the year 1980 have been paid and that the property is presently covered by homeowner's insurance. In order that this transfer may be properly recorded in the Carroll County records, Husband promises to execute on or before the date of this Agreement a warranty deed in recordable form in favor of Wife conveying the aforesaid property to her. Husband shall transfer any interest he may have in any escrow account and homeowners insurance connected with said property to Wife and deliver to her all payment books and other records and documents relating to said property which are in his possession.

10.

(a) All furniture, fixtures, rugs, draperies, curtains, china, silverware, glassware, flatware, household equipment and furnishings in the residence at 151 Howell Drive,

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Carrollton, Georgia, are agreed to be the property of Wife, with the exception of Husband's personal clothing and effects, and such items which are agreed to be the property of Husband by the parties. Husband does hereby grant, bargain, sell, and convey any and all interest he may have in such property to Wife.

(b) All furniture, fixtures, rugs, draperies, curtains, china, silverware, glassware, flatware, household equipment, and furnishings in the Virginia residence at 9223 Kristin Lane, Fairfax, Virginia or at Husband's present address of 927 South 26th Street, Arlington, Virginia, are agreed to be the property of Husband, with the exception of Wife's personal clothing and effects, if any, and such items which are agreed by the parties to be the property of Husband. Wife does hereby grant, bargain, sell, and convey any and all interest she may have in such property to Husband.

11.

Division of all personal property not otherwise expressly mentioned herein has already occurred to the satisfaction of both parties.

12.

Husband does hereby grant and convey to Wife his interest in the leased 1978 Chevrolet Impala automobile now being used by Wife. Husband shall continue to pay all amounts called for under the lease of said automobile and at the end of said lease shall make whatever payments may be necessary, and execute whatever documents necessary, to transfer the title to said vehicle to Wife free and clear of any encumbrances.

13.

Custody of the minor children is vested in Wife subject to reasonable rights of visitation for Husband.

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Husband shall have the right to have said Children visit with him at reasonable times and for reasonable periods of time, accompanying him on trips, vacations, both in and out of town, and to be with him as frequently as Husband and each Child shall desire. Husband agrees that he will attempt to accomodate any conflicting schedules of the Children. Both parties agree that they will consult with the Children on matters of visitation, vacations, trips, and so forth, since the Children are at the age at which they can exercise their own discretion in scheduling visitation.

This Agreement cannot provide for every possible detail with respect to the custody of the Children. In that regard, the parties agree to cooperate and consult with each other so as to carry out visitation in a manner conducive to the best interests of the Children. Neither party shall attempt to influence any of the Children not to love and respect the other parent. Each party agrees to keep the other informed of the health and whereabouts of the Children while having custody of or visitation with all or any of them.

14.

Nothing in this Agreement shall be deemed a waiver by either party, if he or she is the surviving parent, of his or her right to be the guardian of the person of said minor Children.

15.

Husband shall arrange mutually with each Child and pay the expenses for an appropriate college and graduate or professional school education for each respective Child consistent with the desires and capabilities of the respective Child and the financial resources of Husband at such time as the Child desires to attend college or graduate school. The

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term "college" as used herein shall include business and technical schools of any nature.

16.

Husband agrees to indemnify and hold Wife harmless from any claims, assessments, liability, or loss whatsoever imposed by any state government or by the federal government on account of any taxes on income heretofore earned or received by Husband, as well as any such liabilities imposed in connection with any income tax returns which may have been jointly filed by Husband and Wife.

17.

In order to assure that sufficient funds are available for the support of Wife and the support and education of the Children in the event of Husband's untimely death, Husband agrees to maintain and pay the premiums for life insurance on his life with death benefits of not less than \$100,000, so long as Husband has obligations of support or education for said Children as provided in this Agreement. Husband shall make said death benefits payable to Wife for the benefit of herself and the Children.

18.

Husband warrants that the premiums will be paid by him for said insurance promptly as they come due and that he will furnish Wife written evidence during the month of January of each year that such insurance remains in force and of the name(s) and complete current address(es) of the insurance company or companies issuing said policy or policies and the policy number of each such policy carried by Husband in compliance with this Agreement.

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19.

Husband's obligations to carry insurance pursuant to this Agreement shall be binding on his estate. In the event of Husband's death, the amount of the difference, if any, between the amount of life insurance proceeds actually maintained and provided by Husband in compliance with this Agreement and the amount of proceeds Husband is obligated to provide under the terms of this Agreement shall be paid from his estate to Wife.

20.

Husband agrees to pay to Hurt, Richardson, Garner, Todd & Cadenhead, Attorneys for Wife, the sum of \$ 7,209.04 in full settlement of any claims Wife may now or hereafter have against Husband for attorneys fees in connection with this Agreement and any action for alimony or divorce which is now pending or may be filed by either party. Said sum shall be due and payable to said firm 90 days after the date on which this Agreement is executed.

21.

This Agreement and the application and interpretation thereof shall be governed exclusively by the laws of the State of Georgia.

22.

Both parties hereto shall execute all documents, perform all acts, and do all things to transfer any of the assets or to effectuate any of the provisions and conditions set forth herein.

23.

This Agreement shall be fully binding on the parties and their heirs, legatees, executors, administrators, and assigns. The parties further agree that this Agreement may be

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submitted to the Carroll County Superior Court in Civil Action No. 1500461, or in any other action for divorce filed by either party against the other, and that this Agreement, if approved by said Court, shall become a part of any interim order or final decree in said action, and shall constitute the sole agreement and decree relating to all matters to which this Agreement refers to the end that the Court shall embody in any such interim order or final decree of divorce or alimony this Agreement and terms hereof with respect to the matters herein contained.

24.

This Agreement constitutes the entire agreement between the parties and supersedes any and all agreements previously made by them.

25.

Except for the rights of modification which have been hereby expressly reserved, no modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by both of the parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

26.

Each party understands that, by executing this Agreement, he or she hereby waives and releases any right or claim including, but not limited to, the right to dower, curtesy, year's support, and any rights of inheritance pursuant to the laws of intestacy that he or she may have against the other or his or her estate by reason of the marriage of the parties except for those rights and claims for which this Agreement provides. Both parties waive any legal right he or

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she may have to be appointed administrator of the estate of the other. All property received or retained by either party under this Agreement, whether or not such property is specifically mentioned herein, shall be and remain the separate property of the party receiving or retaining said property and shall be free from any claim by the other or his or her estate.

27.

Notwithstanding the incorporation of this Agreement into any final judgment and decree of divorce between the parties, this Agreement shall not be merged into any decree but shall survive independently of such final judgment and decree.

28.

Except as otherwise set out in this Agreement, Husband and Wife shall not at any time hereafter contract any debts, obligations, or other liabilities whatsoever for which the other, or his or her property or estate, shall become or may become liable or answerable. Each party shall deliver to the other promptly any credit cards in his or her possession for any charge accounts maintained in the name of the other. All accounts on which both parties are liable shall be closed by Husband in writing with a copy to Wife.

29.

The parties acknowledge that they are entering into this Agreement freely and voluntarily; that they have read each page of the Agreement carefully before signing same; that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein; that they have sought and obtained legal advice independently of each other; that they have been duly apprised of their respective legal rights; that all the provisions hereof, as well as all

questions pertaining thereto, have been fully and satisfactorily explained to them; that they have given due consideration to such provisions and questions; and that they clearly understand and assent to all the provisions hereof.

30.

In the event any paragraph or paragraphs of this Agreement shall be declared invalid or void by any court, such declaration shall not invalidate the entire Agreement and all other paragraphs of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on the 31st day of January, 1987.

Signed, sealed and delivered as to Plaintiff, in the presence of: PLAINTIFF

J. F. R. R.
Notary Public

New D. Sigurd (SEAL)

APPROVED BY:

J. F. R. R.
Attorney for Plaintiff

Signed, sealed and delivered as to Defendant, in the presence of: DEFENDANT

Notary Public

Jacqueline B. Sigurd (SEAL)

APPROVED BY:

Edward E. Bates, Jr.
Attorney for Defendant

CLERK SUPERIOR COURT
CARROLL COUNTY, GEORGIA

1993 MAR -3 PM 4:43

FILED
GA. CARROLL COUNTY
CLERK

IN THE SUPERIOR COURT OF CARROLL COUNTY
STATE OF GEORGIA

JACQUELINE B. GINGRICH,
Plaintiff,
v.
NEWTON LEROY GINGRICH,
Defendant.

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* CIVIL ACTION
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ORDER

The above and foregoing matter having come on before this Court on February 16, 1993, on Plaintiff's Motion for Contempt, and both parties having been represented by counsel, and Plaintiff and counsel for both parties having been present, and Defendant not being present, and counsel for Plaintiff and Defendant having announced to the Court that the parties had reached an agreement as to the issues raised in Plaintiff's Motion for Contempt, with the exception of Plaintiff's request for attorney's fees, and the court having heard argument from counsel for the Plaintiff and Defendant as to the issue of attorney's fees, IT IS HEREBY ORDERED AS FOLLOWS:

1.

Within forty-five (45) days of the date of this Order, Defendant shall obtain, maintain and provide Plaintiff with a life insurance policy insuring Defendant's life in a sum of not less than One Hundred Thousand and 00/100 (\$100,000.00) Dollars naming Plaintiff as the beneficiary as is required in Paragraphs 17 and 18 of the parties' Agreement dated January 31, 1981, which

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was incorporated in the Final Judgement and Decree dated February 2, 1981.


2.

Defendant is current in his monthly alimony obligations to Plaintiff as is required in Paragraph 7 of the parties' aforesaid Agreement.


3.

Plaintiff is hereby awarded the sum of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars from Defendant as attorney's fees which shall be paid to Plaintiff's attorney within thirty (30) days of the date of this Order.


SO ORDERED this 3rd day of March, 1993.


DEWEY SMITH, JUDGE,
SUPERIOR COURT OF CARROLL COUNTY

Prepared by:


Mona S. Shuman
Attorney for Plaintiff
State Bar No. 644470
Lynch & Powell
Two Decatur TownCenter, Suite 400
Decatur, Georgia 30030
(404) 377-1250

Agreed to as to the form by:


J. Eugene Beckham, Jr. *with Express Permission*
Attorney for Defendant
State Bar No. 046100
306 Tanner Street
Carrollton, Georgia 30117
(404) 832-1471