



Connie Taylor, Clerk of Superior Court
Cobb County, Georgia

**IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA**

NATHAN J. WADE,)
)
 Plaintiff,)
) CIVIL ACTION
 v.)
) FILE NO. 21-1-08166
 JOYCELYN WADE,)
)
 Defendant.)

DEFENDANT'S APPLICATION FOR CITATION OF CONTEMPT

COMES NOW, the Defendant, Joycelyn Wade, and files this, her verified Application for Citation of Contempt against the Plaintiff, Nathan Wade, and in support thereof would show this Honorable Court as follows:

1.

On January 30, 2024 this Honorable Court entered a Consent Temporary Order (hereinafter "Temporary Order") in the above-captioned matter, incorporating by reference an unfiled Consent Temporary Agreement ("Temporary Agreement") which was reviewed and approved by the Court. The parties agreed that the Temporary Agreement would not be filed with the Court or disseminated to third parties unless there was an enforcement issue. [Consent Temporary Order attached hereto as Exhibit A; Consent Temporary Agreement attached hereto as Exhibit B].

2.

The Temporary Agreement states as follows regarding Defendant's health care expenses:

"Plaintiff will pay all uncovered medical expenses for Defendant apart from any elective cosmetic procedures, until further order of the Court. Plaintiff will additionally pay for routine dental and vision care with a cap for those items of five hundred dollars (\$500) per year. Defendant will forward invoices to Plaintiff who will pay the same *instanter* to the medical provider directly or make arrangements with the provider. If Defendant's provider requires immediate payment at the time of service, Plaintiff will be notified by Defendant and Plaintiff shall arrange for payment *instanter* to the provider, and Plaintiff to be provided receipts, etc. from the Defendant if not sent to Plaintiff directly by the provider. Defendant shall file claims with the insurance company and shall forward any moneys received to Plaintiff upon receipt."

3.

Defendant urgently requires medical procedures, namely an endoscopy, colonoscopy, and ultrasound, due to severe physical symptoms she has been enduring. These symptoms have significantly impacted her ability to consume most foods, leading to a substantial weight loss, notwithstanding her already slender stature when in better health. Upon information and belief, her condition

is worsening, and delaying these diagnostic procedures may necessitate emergency intervention unnecessarily.

4.

Defendant has duly notified Plaintiff of the urgent necessity for these medical procedures and the need for prepayment in the amount of four thousand four hundred dollars (\$4,400). Specifically, she has communicated that the medical facility will not even schedule these vital tests until Plaintiff prepays the associated co-payments directly to the healthcare provider.

5.

Despite a direct request from Defendant to Plaintiff for prepayment and an additional demand from Defendant's counsel to Plaintiff's counsel, Plaintiff has failed and neglected to fulfill his obligation under the Temporary Order to cover these necessary healthcare costs. Instead, Plaintiff has instructed Defendant to make payment to the provider herself, with an assurance of reimbursement. [Exhibit C attached hereto comprises copies of emails exchanged between the parties and a subsequent email to Plaintiff's counsel, further elucidating the aforementioned interactions.]

6.

Ironically, the Defendant finds herself unable to fulfill the prepayment obligation to the healthcare provider, despite not being legally obligated to do so, due to the actions of the Plaintiff. On the day immediately following the entry

of the Order on January 30, 2024, Plaintiff informed the parties' daughter, an upperclassman in college with hopes of entering medical school in the near future, that he would discontinue payment of her rent and living expenses, instructing her to "get the money from your mother". It is noteworthy that the daughter's rent was due that very day. Demonstrating Defendant's unwavering commitment to her children's education and future, she promptly covered her daughter's rent payment and has continued to do so every month thereafter with the money she receives in spousal support awarded her under the Temporary Order and Agreement. As an additional note, Plaintiff has very punitively reneged on his commitment to cover their daughter's MCAT expenses as well.

7.

The parties' son is currently in Europe, pursuing a career as a professional soccer player. Despite Plaintiff executing a verified affidavit to the country of Spain, affirming financial responsibility for his son's expenses for visa purposes, he subsequently informed his son shortly after the Temporary Order was entered that he would no longer be providing support for him either, directing the son to "get the money from your mother". In response, the Defendant, unwilling to leave their son in a foreign country without support, has been covering all his expenses and associated costs for the visa application process with the money she's receiving in spousal support. [Attached hereto as Exhibit D is Plaintiff's letter submitted in support of their son's visa application.]

8.

Plaintiff's sudden cessation of support for the parties' children has placed Defendant in a dire financial situation, resulting in a monthly income of less than One Thousand Dollars (\$1,000.00). Additionally, Defendant cannot currently work due to her poor health. As a consequence, she finds herself in a worse financial position than she was prior to the entry of the Consent Order.

9.

Defendant acknowledges that this Court does not have jurisdiction over the expenses of the parties' young adult children. However, she provides this information to the Court to illustrate the pressing need for this *Application* to be addressed on the Court's next available calendar as Defendant lacks the financial means to cover the medical procedure prepayment and await reimbursement from Plaintiff.

10.

Lastly, pursuant to the Consent Order, Plaintiff was to pay a total amount of Fifteen Thousand Dollars (\$15,000) to Frazier Deeter, the firm employing the Defendant's financial expert, Beth Garrett.

11.

Plaintiff personally provided a cashier's check made payable to Frazier Deeter in the amount of Fifteen Thousand Dollars (\$15,000) to Defendant's counsel who sent the same to Frazier Deeter by FedEx. FedEx lost the package and Defendant's counsel requested Plaintiff's counsel to have Plaintiff address

this with the bank. Upon information and belief, Plaintiff had one contact with the bank who wrote a letter stating that after they did a “deep dive” it would be 90 days until they can reissue the check. Defendant seeks a Court order requiring Plaintiff to take whatever steps necessary to ensure the cashier’s check is reissued. [Letter from Plaintiff’s bank re: lost check procedure attached hereto as Exhibit E.]

12.

Plaintiff's multiple, willful failures to comply with the terms of the Temporary Order and Agreement constitutes contempt of court.

13.

Defendant has incurred attorney's fees and expenses of litigation due to Plaintiff's actions which are clearly in violation of this Court's January 30, 2024 Temporary Order, and the parties' Temporary Agreement which was incorporated by reference, and as such Defendant is entitled to an award of the same pursuant to O.C.G.A. § 19-6-2 and any and all other applicable law.

14.

Due to the worsening nature of Defendant's health, she would request that the Court reduce Plaintiff's response time to five (5) days.

WHEREFORE, the Plaintiff respectfully requests that this Honorable Court:

- a) Reduce the time for Plaintiff to respond to five (5) days;

- b) Issue a Rule Nisi placing this matter on the Court's first available calendar;
- c) Issue a Citation of Contempt against the Plaintiff, Nathan Wade, and find his conduct to be in willful violation of the Consent Temporary Order dated January 30, 2024;
- d) Punish Plaintiff with incarceration ordering a purge in the amount sufficient for Defendant to schedule her medical procedures, to wit: \$4,400.00;
- e) Order Plaintiff to file whatever documentation is required with his bank to declare the cashier's check previously issued to Defendant's financial expert, Frazier Deeter, lost so that a replacement check can be issued;
- f) Award Defendant her reasonable and necessary attorney's fees to bring forth this Application for Citation of Contempt pursuant to O.C.G.A. § 19-6-2 and any other applicable law; and
- g) Award Defendant such other relief that may be equitable and just.

Respectfully submitted this 3rd day of April, 2024.

HASTINGS SHADMEHRY, LLC

/s/ Andrea D. Hastings
ANDREA DYER HASTINGS
Georgia Bar No. 929208
STEPHANIE WEIL
Georgia Bar No. 447893
Attorneys for Respondent

3650 Mansell Road, Suite 475
Alpharetta, Georgia 30022
(770) 641-8200
andee@hsfamilylaw.com
stephanie@hsfamilylaw.com

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

NATHAN WADE,

Plaintiff,

v.

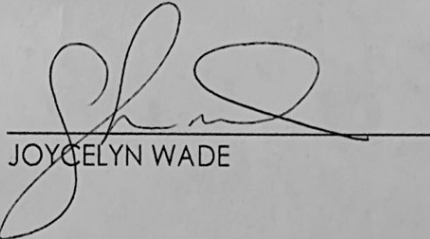
JOYCELYN WADE,

Defendant.

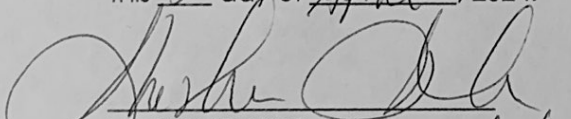
CIVIL ACTION
FILE NO.: 21-1-08166

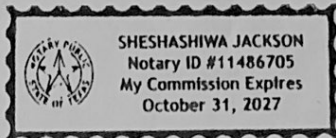
VERIFICATION

PERSONALLY, APPEARED before the undersigned attesting officer duly authorized to administer oaths in the State and County aforesaid, JOYCELYN WADE, who, on oath, states that the facts contained in the foregoing document are true and correct to the best of her information and belief.


JOYCELYN WADE

Sworn to and subscribed before me,
this 3rd day of April, 2024.


NOTARY PUBLIC
My Commission Expires: 10/31/27



**IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA**

NATHAN WADE,)	
)	
Plaintiff,)	
)	CIVIL ACTION
v.)	
)	FILE NO. 21-1-08166
JOYCELYN WADE,)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I certify that I have this day, served a copy of the foregoing *Defendant's Application for Citation of Contempt* upon Plaintiff by and through his counsel of record, via statutory electronic service addressed as follows:

M. Scott Kimbrough
skimbrough@dupree-lawfirm.com
Attorney for Plaintiff

This 3rd day of April, 2024.

3650 Mansell Road, Suite 475
Alpharetta, Georgia 30022
andee@hsfamilylaw.com
stephanie@hsfamilylaw.com

HASTINGS SHADMEHRY LLC

/s/ Andrea D. Hastings
ANDREA DYER HASTINGS
Georgia Bar No. 929208
STEPHANIE D. WEIL
Georgia Bar No. 447893
Attorneys for Defendant



Connie Taylor, Clerk of Superior Court
Cobb County, Georgia

Exhibit A

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

NATHAN WADE,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION
)	FILE NO. 21-1-08166-68
JOYCELYN WADE,)	
)	
Defendant.)	
_____)	

CONSENT TEMPORARY ORDER

The above and foregoing matter having been scheduled for a Temporary Hearing on January 31st, 2024, and the parties, by and through their counsel of record, having reached an agreement as to all issues presently before the Court, and the Court having reviewed said agreement and having determined that said agreement is just and proper in the circumstances, IT IS HEREBY ORDERED that:

1.

The parties, by and through their counsel of record, have entered into a temporary agreement addressing all issues presently before the Court. The parties have further agreed that the terms and provisions of this temporary agreement shall not be filed with the Court.

2.

The Court has reviewed the terms and provisions of the temporary agreement entered into by and between the parties through their counsel of record and hereby approves said temporary agreement as it is just and proper in the circumstances.

3.

The Court hereby adopts the terms and provisions of said temporary agreement and incorporates said temporary agreement as if said temporary agreement is fully set forth herein and both parties are required to comply strictly herewith.


4.

The terms and provisions of said temporary agreement shall be enforceable by either party as if said terms provisions of said temporary agreement are fully set forth herein.

5.

The parties, by and through their counsel of record, agree that the necessity for hearing set for January 31st, 2024, is hereby resolved by this Consent Temporary Order and, as such, there is no need for said hearing.

IT IS SO ORDERED this 30th day of January, 2024.


The Honorable Henry R. Thompson
Judge, Superior Court of Cobb County
Cobb Judicial Circuit

Prepared by:
DUPREE & KIMBROUGH, LLP

M. SCOTT KIMBROUGH
Georgia State Bar No. 418998
49 Green Street
Marietta, Georgia 30060
(770) 424-7171
skimbrough@dupree-lawfirm.com
Attorney for Plaintiff

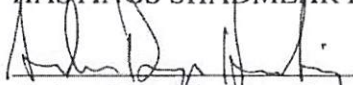
Consented to by:
HASTINGS SHADMEHRY, LLC

Andrea Dyer Hastings, Esq. w/ EXPRESS ADMISION
Georgia State Bar No. 929208
Mali C. Shadmehry, Esq.
Georgia State Bar No. 193173
Stephanie Weil, Esq.
Georgia State Bar No. 447893
3650 Mansell Road, Suite 475
Alpharetta, GA 30022
(770) 641-8200
andee@hsfamilylaw.com
mali@hsfamilylaw.com
stephanie@hsfamilylaw.com
Attorneys for Defendant

Exhibit B

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

NATHAN JEROME WADE JR,)	
)	
Plaintiff,)	
)	CIVIL ACTION
v.)	FILE NO. 21108166
)	
JOYCELYN YVONNE WADE,)	
)	
Defendant.)	

CONSENT TEMPORARY AGREEMENT

The parties having come to an agreement on certain matters on a temporary basis and the same being agreed to by the parties by their signatures hereunder, it is agreed as follows:

SPOUSAL SUPPORT

Plaintiff will pay temporary spousal support to Defendant in the amount of Five Thousand Seven Hundred Fifty Dollars (\$5,750) per month, on or before the first day of every month beginning February 1, 2024 by direct deposit into Defendant's Chase checking account, until further order of the Court. Defendant to provide deposit information to Plaintiff.

MEDICAL BILLS

Plaintiff will pay all uncovered medical expenses for Defendant apart from any elective cosmetic procedures, until further order of the Court. Plaintiff will additionally pay for routine dental and vision care with a cap for those items of five-hundred dollars (\$500) per year. Defendant will forward invoices to Plaintiff who will pay the same *instanter* to the medical provider directly or make

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Consent Temporary Agreement



arrangements with the provider. If Defendant's provider requires immediate payment at the time of service, Plaintiff will be notified by Defendant and Plaintiff shall arrange for payment *instanter* to the provider, and Plaintiff to be provided receipts etc. from the Defendant if not sent to Plaintiff directly by the provider. Defendant shall file claims with the insurance company and shall forward any moneys received to Plaintiff upon receipt.

FEES TO FRAZIER DEETER

Plaintiff shall pay the sum of Ten Thousand Dollars (\$10,000) to Frazier Deeter for financial accounting services provided to Defendant on or before February 1, 2024. Plaintiff shall make an additional payment of Five Thousand Dollars (\$5,000) on or before March 1, 2024.

ATTORNEY'S FEES

Plaintiff shall pay Twenty Five Thousand Dollars (\$25,000) in attorney's fees to Defendant's attorneys, Hastings Shadmehry LLC, on or before February 1, 2024. Plaintiff shall make another payment of Ten Thousand Dollars (\$10,000) to Hastings Shadmehry on or before March 1, 2024 and then another payment of Ten Thousand Dollars (\$10,000) on or before April 1, 2024. Redacted attorney's invoice from Hastings Shadmehry LLC will be provided to Plaintiff's counsel within five (5) days.

HOME DEPOT CARD

Plaintiff shall pay the remainder of Defendant's Home Depot credit card balance on or before March 1, 2024.

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Consent Temporary Agreement



PLAINTIFF TO PROVIDE ADDITIONAL DOCUMENTS

Plaintiff's counsel shall provide to Defendant's counsel all documentation that exists listed on Exhibit A attached within thirty (30) days.

MEDIATION

Upon receipt of all documentation in existence referenced in Exhibit A, mediation shall be scheduled to occur within forty-five (45) days of the same.

MARITAL RESIDENCE

The marital residence shall be listed for sale immediately pursuant to a side sale agreement which is not currently signed at the time of this Consent Temporary Agreement. If the parties cannot agree to the terms of the side sale agreement, each party will submit proposed side sale agreements to the Court who will choose one or enter its own.

Plaintiff shall have temporary exclusive use of the marital residence.

The side sale agreement shall provide that both parties may submit the names of 3 listing agents from different brokerages, and the parties may choose one of the 6 total proposed listing agents. If the parties cannot agree, the parties shall submit their choices to the Court who will choose one.

All net proceeds from the sale of the home shall be deposited into the IOLTA account of Plaintiff's counsel and held until further order of the Court. Each party warrants that there are no liens or other loans secured by the marital residence apart from the mortgage currently held by Newrez/PHH Mortgage Services with an approximate payoff of \$245,000.

Counsel shall cooperate regarding having Defendant's personal property removed from the marital residence prior to closing.

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Consent Temporary Agreement
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DS
NW

DS
JW

AGREEMENT TO BE INCORPORATED INTO A CONSENT TEMPORARY ORDER BY
REFERENCE

This Consent Temporary Agreement shall be incorporated into a Consent Temporary Order to be filed with the Court and shall be enforceable as though fully set forth in the Order signed by the Court.

AGREEMENT NOT TO BE DISTRIBUTED

The parties agree that copies of this Consent Temporary Agreement shall not be disseminated to third parties, but may be introduced as evidence in order to demonstrate the terms and provisions which were incorporated by the Consent Temporary Order, in the event of an enforcement or contempt action.

IN WITNESS WHEREOF, the parties hereto have executed this Consent Temporary Agreement as of the date first below written.

All other issues are reserved.

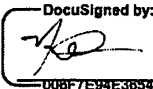
This 30th day of January, 2024.

[signatures on following page]

Nathan J. Wade v. Joycelyn Wade
Cobb County Superior Court; CAFN: 21108166
Consent Temporary Agreement
Page 4 of 5

DS
NW

DS
JW

DocuSigned by:

008F7E94E36544E...
NATHAN J. WADE
1/30/2024

DocuSigned by:

C711991145724D4...
JOYCELYN WADE
1/30/2024

DUPREE & KIMBROUGH, LLP
DocuSigned by:

05FF0936729C42D...
M. SCOTT KIMBROUGH
Georgia State Bar No. 418998
49 Green Street
Marietta, Georgia 30060
(770) 424-7171
skimbrough@dupree-lawfirm.com
Attorney for Plaintiff
1/30/2024

HASTINGS SHADMEHRY, LLC
DocuSigned by:

81DD49AC7C3543C...
Andree Dyer Hastings, Esq.
Georgia State Bar No. 929208
Mali C. Shadmehry, Esq.
Georgia State Bar No. 193173
Stephanie Weil, Esq.
Georgia State Bar No. 447893
3650 Mansell Road, Suite 475
Alpharetta, GA 30022
(770) 641-8200
andee@hsfamilylaw.com
mali@hsfamilylaw.com
stephanie@hsfamilylaw.com
Attorneys for Defendant
1/30/2024



Exhibit C

Stephanie Weil

From: Andrea Hastings
Sent: Monday, April 1, 2024 11:18 AM
To: Scott Kimbrough
Cc: Stephanie Weil; Andrea Hastings; Jae Youn Park
Subject: Wade FW: Doctor's appointment

Importance: High

Scott-

Please see the email exchange between the parties below. As you know, Mr. Wade is required by the Consent Temporary Agreement to pay Ms. Wade's medical bills instanter upon her forwarding same to him. Mr. Wade is refusing to do so, despite the clear language of the Agreement. We would appreciate it if you would have him rectify this failure before the close of business today so that we are not forced to file a Motion for Contempt against him.

Thanks,

Andee

Andrea D. Hastings

Hastings Shadmehry LLC
3650 Mansell Road, Suite 475
Alpharetta, Georgia 30022
Main office number: 770.641.8200
Fax: 770.641.8203
www.hsfamilylaw.com



This message originates from the law firm of Hastings Shadmehry and it may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, you should immediately stop reading this message, delete it and any attachments from your system, and notify the sender. Any unauthorized reading, distribution, copying, or other use of this message or its attachments is strictly prohibited. All personal messages express solely the sender's views and not those of Hastings Shadmehry. This message may not be copied or distributed without this disclaimer.

From: Joycelyn Wade <joycelynmw@gmail.com>
Sent: Monday, April 1, 2024 10:09 AM
To: Andrea Hastings <andee@hsfamilylaw.com>; Stephanie Weil <stephanie@hsfamilylaw.com>
Subject: Fwd: Doctor's appointment

----- Forwarded message -----

From: **Nathan Wade** <nathanwade@lawyer.com>
Date: Thu, Mar 21, 2024 at 8:58 AM
Subject: Re: Doctor's appointment
To: Joycelyn Wade <joycelynmw@gmail.com>

Ok, I think the simplest thing to do is for you to just pay it and get your treatment done, I can reimburse you

Nathan J. Wade

Wade & Campbell Firm
1827 Powers Ferry Rd
Bldg 25, Suite 100
Atlanta, GA 30339
770-303-0700 Office

Sent: Monday, March 18, 2024 at 10:48 PM
From: "Joycelyn Wade" <joycelynmw@gmail.com>
To: nathanwade@lawyer.com
Cc: "Andrea Hastings" <andee@hsfamilylaw.com>, "Stephanie Weil" <stephanie@hsfamilylaw.com>
Subject: Re: Doctor's appointment

Ok...today's visit I do not owe any money... my doctor is requesting that I have an endoscopy, a colonoscopy, ultrasound and allergy test. Per the plan that I have nothing is covered. I can not even schedule the procedures without the the fees being paid. The total cost of the just the endoscopy and the colonoscopy is 3800. The allergy test is 300 the ultrasound is 300. Please let me know how to proceed. If you would like to speak with them I can provide a number to call.

Thanks

On Sun, Mar 17, 2024 at 7:48 PM <nathanwade@lawyer.com> wrote:

In the future please give me notice, I have a work schedule to keep and can't just suddenly stop to accommodate without notice, I will make reasonable efforts to be available if they reach out via phone around that time

Sent using the mail.com mail app

On 3/17/24 at 8:15 PM, Joycelyn Wade wrote:

From: "Joycelyn Wade" <joycelynmw@gmail.com>
Date: March 17, 2024
To: "Nathan Wade" <nathanwade@lawyer.com>
Cc: "Andrea Hastings" <andee@hsfamilylaw.com>, "Stephanie Weil" <stephanie@hsfamilylaw.com>
Subject: Doctor's appointment

Hello Nathan,

I have a doctor's appointment tomorrow at 3:30. Not sure if I will need to pay when I arrive or not. If I do, how would you like me to contact you to settle the bill?

Joyce



NATHAN J. WADE, PARTNER

1827 POWERS FERRY ROAD BUILDING 25 SUITE 100
ATLANTA, GEORGIA 30339
770-303-0700

CIVIL LITIGATION, CONTRACTS, FAMILY
LAW
CRIMINAL LAW, TORTS, PERSONAL INJURY

January 20, 2024

Regarding Nathan J. Wade III

Sponsor: Nathan J. Wade

3754 Honey Pot Way

Marietta, GA 30066

To whom it may concern:

This form is to certify that I, Nathan J. Wade, the father of Nathan J. Wade III, am willing to support my son while studying and or living in Madrid, Spain

I am a licensed Attorney in good standing in the State of Georgia and I currently practice law. I am financially able to support my son with whatever he needs while in Madrid, Spain.

I understand that these funds must be available for the entire length of his stay in Madrid, Spain.

I certify that this information is true and accurate.

If you have any questions or concerns about this matter, please contact me at the following email and phone number: nathanwade@lawyer.com 678-613-5822

Sincerely,

Nathan J. Wade

