

IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA

FILED IN OFFICE  
date 2009 U  
DEPUTY CLERK SUPERIOR COURT  
FULTON COUNTY, GA

Lousy Spouse  
Plaintiff,

v.

Other Spouse  
Defendant.

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CIVIL ACTION

FILE NO. 2009 CV XXX#

SETTLEMENT AGREEMENT AND PARENTING PLAN

This Agreement is made effective the day of Date 2009, by and between Lousy Spouse, Plaintiff (hereinafter referred to as the "Husband"), and Other Spouse Defendant (hereinafter referred to as the "Wife").

WITNESSETH:

WHEREAS, the parties to the agreement were married to each other on the X day of Date

WHEREAS, the parties separated on or about March 30, 2008 and are now living in a bona fide state of separation, and acknowledge that there exists no chance of reconciliation;

WHEREAS, there is one minor child as issue of the marriage between the parties. The minor child's name and date of birth is as follows: Daughter (whose date of birth is date

WHEREAS, the parties desire to settle all matters of equitable division of the property, child support, visitation, alimony, attorney's fees and all other claims each may have against the other arising from the marital relationship; and,

WHEREAS, each party is acting freely and voluntarily, under no compulsion or duress, and in consideration of the present income, earning capacity and financial circumstances of each of the parties.

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

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1.

The parties shall continue to live separate and apart, each being free to choose his or her place of residence and employment, and each shall be free from interference, molestation, authority and control, direct or indirect, by the other as fully as though he or she were single and unmarried to each other. The Plaintiff and the Defendant shall refrain from making derogatory comments about one another or the other party's boyfriend/girlfriend/spouse, to the other party, the other parties family members, known friends or significant others. The parties shall also refrain from using profanity to each other.

2.

Each party waives forever relinquishes any claims and rights each have or may have to alimony, maintenance and support of any nature from the other or his or her estate, whether in the form of periodic payments, lump sum payments, or awards of property from his or her separate estate or otherwise.

3.

a. The parties agree that they shall individually each be responsible for any and all assessments of income taxes imposed by all state and federal governments for the period covering the entire term of the marriage with the exception of 2008 and 2009 as outlined herein. In the event that either party has filed a tax return for any year between 1997 and 2007 then the deductions for the child and the real property shall remain as filed.

b. In the event that a tax return was not filed by either party prior to 2008, then they shall split the deductions for the child and real property. The Wife shall be entitled to claim the child and the real property as deductions on her tax return in the first year that a tax return was not filed and the Husband shall claim the same deductions in the next tax year in which no tax returns were filed. This shall alternate taking the deduction for the child and the real property for each year thereafter in which no tax return was filed through 2007. Each party will be responsible for any cost associated with the preparation of their tax returns.

c. For tax years 2008 and 2009 the parties shall file a separate tax return and each shall retain possession of any tax refund and each shall be responsible for his or her own tax liability if any for 2008 and 2009. The Wife shall be entitled to claim the parties'

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minor child as her dependant on her tax returns from 2008 forward and the Husband shall be entitled to claim the real property on his tax returns for 2008 forward.

The Husband shall provide copies of the Wife's tax records in his possession to the Wife no later than October 18, 2009. Any and all joint returns or documents prepared now or in the future that reflect the Wife's income or tax liability will be copied and sent to the Wife concurrently at the time of submission.

4.

The Plaintiff and the Defendant shall share joint legal custody of the minor child to wit: daughter whose date of birth is date and the Defendant shall be the primary physical custodian of the minor child.

Each parent shall be entitled to gain access to all medical and school records which shall include but not be limited to complete, detailed information from any pediatrician, general or other physician, dentist, psychiatrist, psychologist, consultant, or other specialist, hospital or other medical facility attending or who has at any time attended the child for any reason whatsoever and detailed information from any teacher or school giving instructions to the child or from any school the child may attend.

This document shall act as a release for each party to obtain the above listed information regarding the minor child.

The parties shall confer in good faith on all matters of importance pertaining to the education, religious training, extra curricular, and medical care of the minor child. In the case of a medical emergency, the parent who has the child at the time of the emergency may determine the treatment needed and shall notify the other parent as soon as possible. If good faith consultation does not result in decision by agreement, the primary physical custodian shall have the ultimate decision making authority.

5.

Visitation. The Husband shall have the right to liberal visitation with the minor child as the parties so agree. The Husband shall be responsible for transportation arrangements to pick up and drop off the minor child for the commencement and conclusion of each visitation period at the Wife's residence or school. At a minimum the Husband shall be entitled to the following:

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(a) Husband shall have the right to visit with said child every other weekend commencing May 8, 2009. Said weekend visits shall begin at 3:00 p.m. on Friday and end at 8:00 a.m. on Monday morning. If it is a school day the Husband shall take the child to school, if it is not a school day the Husband shall return the child to the Wife's residence. The Husband shall also be entitled to visit with the minor child every Wednesday from the release from school until Thursday morning at 8:00 a.m. If it is a school day the Husband shall take the child to school, if it is not a school day the Husband shall return the child to the Wife's residence.

(b) Husband shall have the right to visit with said child during summer vacation for a minimum period of two one week periods. Summer vacation is to be defined as that period of time between the end of one school year for the minor child and the beginning of the following school year. The parties shall have the right to communicate with the child by telephone at reasonable times, and at reasonable hours during said visitation periods. The parents shall not call after the child's bedtime of 8:30 p.m. unless it is an emergency.

In order to provide each party with the opportunity to schedule summer vacations with the minor child the parties agree as follows. No later than May first in each odd numbered year the Husband shall select his two one-week visitation periods with the minor child. No later than May first in each even year the Wife shall select the two one-week periods in which the Husband will not be entitled to exercise his summer visitation. During the even years the Husband shall notify the Wife of the dates of said visitation within two weeks following receipt of notice from the Wife of the dates that he will not be entitled to exercise his summer visitation.

During the summer, the regular visitation will apply with the exception of the summer visitation period (each parent's two 1-week periods) as set forth above and holidays.

The Wife may enroll the child at a "sleep away" camp for a period not to exceed a two-week period in the first three years, which may be expanded later at the child's preference. The Wife shall inform the Husband and share all available documentation of said camp upon the selection and enrollment. The Husband will be entitled to either drop-

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off to or pick-up from the camp, and will coordinate the transportation no less than ten (10) days in advance.

Notice shall be in writing and be delivered by U.S. Mail, e-mail or other method of delivery as the parties may agree upon from time to time. If the parties are unable to agree otherwise, email shall suffice as notice for the purposes of this agreement.

(c) Notwithstanding weekend and summer visitation, in addition to the above, parties agree on holiday visitation as follows:

(1) Husband shall have the right to visit with said child during the Christmas break from the time the child is released from school until noon on Christmas day in even numbered years and from Christmas day at noon until noon on New Years day in odd numbered years.

(2) In odd numbered years, Husband shall have the right to visit with said child the week of Thanksgiving commencing at the time the child is released from school until 8:00 a.m. on the Monday following Thanksgiving. The Husband shall have the right to visit on Halloween from 5:00 pm through 8:00 pm. during even numbered years,

(3) The Husband shall always have the Father's day and Labor day holidays and the Wife shall always have the Mother's day and Memorial day holidays. The visitation period shall commence at the time the child is released from school until 8:00 a.m. on the Monday following the holiday, *if school is in session or the Tuesday if Monday is the holiday*

(4) In odd numbered years, Husband shall have the right to visit with said child during the following holidays: Martin Luther King holiday weekend, Easter. The visitation period shall commence at the time the child is released from school for the holiday until 8:00 a.m. on the first day the minor child is to return to school after the holiday. The Husband shall also have visitation with the minor child for the 4th of July in odd numbered years. Said visitation shall be from 3:00 p.m. the day before the holiday when he picks up the minor child from camp or the wife's residence, until 8:00 a.m. the day after the holiday when he returns the minor child to camp of the Wife's residence.

(5) In even numbered years, Husband shall have the right to visit with said child during the following holidays: spring break, fall break and other school holidays greater than two days that do not conflict with the holiday schedule as set forth

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above. The visitation period shall commence at the time the child is released from school until 8:00 a.m. on the Monday following the holiday.

(6) Notwithstanding anything contained herein to the contrary, the Husband shall have visitation with the child on the child's birthday in even numbered years from the time the child is released from school until 8:00 p.m. If the birthday falls on the weekend then the party that has custody of the child that weekend shall retain custody during the birthday. *Each party will have 2 hours with the child on her birthday if the other party has custody or visitation on the day.*

(7) The Husband shall give the Wife at least forty eight (48) hours advance notice if he is not going to exercise his visitation. *This does not affect the notice requirement for summer visitation outlined herein. or if he intends to exercise any right of*

(8) Both parties shall at all times act so as to promote the best interests of the child. Neither party shall at any time make derogatory or defamatory statements with regard to the general character or conduct of the other in the presence of the child or otherwise attempt in any way to alienate the affections of the children from the other party, or in any way do anything that will adversely affect the morals, education, health, or welfare of said child. *first refusal of*

(9) Both parties shall contact the other party and provide them with the opportunity to have the child with them overnight when the other parent will not be available to spend the night with the child during their custodial time. They shall provide *at least 72* hours notice except in the case of emergency or when they are not aware that they will not be available to spend the night with the minor child more than 24 hours before the event. *XY XX*

(10) The Wife shall be entitled to visitation with the minor child on the above listed holidays in the years opposite of the Husband and in the event that the Husband's weekend visitation period falls on a holiday assigned to the Wife, then the Wife's holiday visitation period shall supersede the Husband's weekend visitation period. The Husband's holiday visitation period shall supersede the Wife's weekend visitation period.

(11) It shall be the responsibility of the parties to keep the other party notified at all times of his or her address and telephone number and it shall be the responsibility of both parties to keep each other advised of where the child shall be

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during visitation, the name of the caretaker and at what telephone numbers the child can be reached during said visitation.

(12) Neither party shall have a girlfriend, boyfriend, or person that they are involved in a romantic relationship with spend the night while the minor child is in his or her custody unless they are married to that person.

(13) In compliance with O.C.G.A. § 19-9-1, the Parties recognize that a close and continuing parent-child relationship and continuity in the child's life will be in the child's best interest, that the child's needs will change and grow as the child matures and demonstrate that the parents will make an effort to parent that takes this issue into account so that future modifications to the parenting plan are minimized, that a parent with physical custody will make day-to-day decisions and emergency decisions while the child is residing with such parent; and that both parents will have access to all of the child's records and information, including, but not limited to, education, health, extracurricular activities, and religious communications.

~~(14) Both parties shall cooperate to occasionally exchange visitation nights as required for travel or business conflicts with assigned visitation times. In the event of a schedule conflict, the custodial parent shall offer an exchange of equal time to the non-custodial parent, and the non-custodial parent shall respond in not more than 24 hours of the request.~~

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6.

The parties acknowledge that Plaintiff is currently unemployed. However, the parties agree to impute Plaintiff's gross monthly income to be is \$~~##~~0.00 per month. Defendant's gross monthly income is \$~~##~~00 per month. In this case, child support is being determined for one (1) child. The court finds that the presumptive amount of child support is \$400.20 per month. The Plaintiff shall pay the Defendant as support for the minor child \$400.00 per month beginning on date 09.

Each party shall be responsible for payment of one half of the minor child's extracurricular expenses, school field trip expenses and summer day camp expenses. The payment of the same shall be paid at the time that it becomes due to the school or party to whom it is owed. In the event that the Defendant pays the expense up front, the Plaintiff shall reimburse the Defendant within one week of receipt of the bill for the same. In the

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event that the Plaintiff pays the expense up front, the Defendant shall reimburse the Plaintiff within one week of receipt of the bill for the same.

The aforementioned sum of child support shall be paid by the Defendant to the Plaintiff until the child becomes 18 years of age, dies, marries, or otherwise becomes emancipated, except that if the child becomes 18 years of age while enrolled in and attending secondary school then such support shall continue until the child completes secondary school, provided that such support shall not be required after the child attains 20 years of age. The Court finds that the child support as set forth in this Order is within the Child Support Guidelines and supported by the attached Child Support Worksheet.

7.

The Plaintiff shall keep the minor child covered with health insurance. The Defendant shall provide dental insurance. The Husband and Wife shall share equally all medical, dental, vision and other health related expenses for the minor child that are not covered by insurance, such as deductibles and non-covered items. The party that pays for any uncovered expenses shall provide the other party with a copy of said statement or receipt or other document indicating the expenses incurred for the minor child when reimbursement is sought. The party not paying said expense shall reimburse the other party for the same within thirty (30) days thereafter.

For so long as the Plaintiff has a child support obligation under the terms of this Agreement, Plaintiff agrees to maintain a one hundred fifty thousand dollar (\$150,000.00) life insurance policy on his life. Plaintiff further agrees to instruct his <sup>intentionally</sup> insurers to change the beneficiary to the Wife in trust for the minor child of the parties and to further instruct said insurers to send copies of any notices pertaining to said policies to Wife. The Plaintiff shall provide proof to the Defendant of the same at least once per year.

8.

Contemporaneously with the execution of this Agreement, the Wife does hereby grant, convey and quitclaim to the Husband any and all right, title and interest in his clothing, personal effects, ~~CAR~~ titled in his name, any business in which he has an ownership interest and those items as listed in Exhibit A located at the marital residence

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and those items located at his residence free and clear of any encumbrance thereon except as specifically listed elsewhere.

The Husband shall be solely responsible for the payment of any expenses or debts associated with his property and further agrees to hold Wife harmless for any failure on his part to make said payment and or payments. The Husband shall take any and all steps necessary to have the Wife's name removed from any obligation for his property and vehicle within 90 days of the date of this agreement.

9.

Contemporaneously with the execution of this Agreement, the Husband does hereby grant, convey and quitclaim to the Wife any and all right, title and interest in her clothing, personal effects, **CAR** titled in her name, any business in which she has an ownership interest and the household furniture, furnishings and fixtures located at the marital residence free and clear of any encumbrance thereon except as specifically listed elsewhere.

The Wife shall be solely responsible for the payment of any expenses or debts associated with her property and further agrees to hold Husband harmless for any failure on her part to make said payment and or payments. The Wife shall take any and all steps necessary to have the Husband's name removed from any obligation for her property and vehicle within 90 days of the date of this agreement except as listed elsewhere in this agreement.

10.

The Plaintiff shall provide a copy of the Defendant's personal records in his possession including tax records, the child's birth certificate, passport and proof of life insurance within 10 days of the date of **date** 2009.

The Husband shall pick up his property from the marital residence within ten (10) days from the execution of this agreement. Should the Husband fail to pick up his property from the marital residence within ten (10) days from the execution of this agreement, he shall forever forfeit any right that he may have to said property and the Wife shall be entitled to dispose of said property as she determines is appropriate and the Husband shall be responsible for any expenses related to the removal of the same. Under no circumstances shall the Husband enter the property to remove items during this period

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without notice to and approval from the Wife. The Wife shall not withhold her permission unreasonably and understands that the husband may have to enlist the help of others to remove the items. The Husband understands that violation of this will constitute criminal trespassing and may be punishable by law.

11.

The Parties shall place the marital residence on the market for sale as soon as possible. The Defendant and the minor child shall have the right to remain in the house until the closing and the house is sold. In order to determine the selling price each party shall have an agent submit a proposed listing price to the other via email to the other party no later than *(date)* 2009. The average of the two numbers will be used as the selling price of the house. In the event that either party does not provide a selling price the other party's selling price will be used. The attorney's for the parties shall select an agent to sell the house. The Parties shall accept any offer within 5% of the price listed for the sale of the property. The Husband and his listing agent will be permitted access to the house in order for the agent to inspect same and submit a price within the time specified.

Both parties agree to consult each other regarding any and all offers. Both parties agree that any offer may be deemed acceptable if mutually agreed upon and they may accept an offer outside of the 5% if they both agree to do so. The Defendant shall be responsible for keeping the home in a broom swept condition to show the house to prospective buyers.

The Parties shall cooperate fully in selling the house. This shall include but not be limited to completing and providing all of the documents required in the hardship package required by the lender to prevent foreclosure within the time set by the Lender.

The parties shall split the expenses of repairs to the house suggested by the listing agent that are required to sell the same up to a maximum of \$5,000. The funds currently held in escrow by Defendant's attorney shall be used first to pay for the repairs. In the event that there are funds remaining in the escrow account after payment has been made for the repairs, the same shall be split equally between the Plaintiff and the Defendant.

The proceeds from the sale of the house shall be split as follows: 1 - the ~~amount~~ balance of the first and second mortgage shall be paid, 2 - the Defendant shall receive the next \$ ~~10~~ 10, 3 - the Parties shall split the remaining proceeds 50/50 ~~between the~~

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Plaintiff and the Defendant and 4 -any rebate from the real estate agent shall be split 50/50, between Plaintiff and Defendant. XY

The parties specifically agree that nothing in this agreement resolves any financial obligation that may be owed to the Plaintiff's family by either party related to the promissory note.

12.

The parties agree to the following with respect to the division of debts and/or liabilities that are not specifically mentioned elsewhere in this agreement:

- a. Each party shall retain possession of any accounts in their name such as bank, savings, retirement, 401K or other accounts listed solely in his or her name.
- b. The Husband shall be solely responsible for the payment of the Chase credit card debt and the Macy's credit card debt, as well as any credit cards in his name and not named herein.
- c. The Wife shall be solely responsible for the payment of the Citi Bank VISA debt.
- d. The Wife agrees that she will take all steps necessary and make every effort to have the Husband's name removed from the Citi Bank VISA debt within thirty (30) days from the execution of this agreement
- e. The Husband agrees that he will take all steps necessary and make every effort to have the Wife's name removed from the Chase credit card debt and the Macy's credit card debt within thirty (30) days from the execution of this agreement.
- f. The parties agree that the Wife shall have exclusive use and possession of the company known as business Inc. Upon the execution of this agreement, Husband shall execute any and all documents needed or necessary to transfer his interest in the company to Wife. Upon the execution of this agreement, the Wife shall be responsible for any and all costs or expenses related to said company.
- g. The parties agree that the Husband and Wife shall equally split the stocks remaining and/or ownership in business as of date 2009. The Husband will provide the Wife with a complete copy of the documents signed by both parties concerning said ownership, and each party shall provide the other with any documents that they have received or that they do receive regarding said company.

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13.

MISCELLANEOUS PROVISIONS

Except as otherwise expressly provided herein, the parties shall and do mutually remise, release and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in equity, which each of them ever had, now has or may hereafter have against the other upon or by reason of any matter, cause or thing up to the date of the execution of this Agreement. Each party hereby releases and relinquishes any and all rights he or she has or may have or hereafter acquire as spouse under the present or future laws of any jurisdiction to any claims that the other party has or may have for compensation from any party for any loss or personal injury.

Each party hereby releases and relinquishes any and all rights he or she has or may have or hereafter acquire as spouse under the present or future laws of any jurisdiction to share in the estate of the other party upon the latter's death except as herein set forth and to act as executor or administrator of the other party's estate. This is a mutual waiver by the parties to take against each other's Last Wills under the present or future laws of any jurisdiction whatsoever.

14.

(a) The settlement and division of assets and properties and liabilities between the parties detailed above has been made deliberately and consciously by the parties with an express desire that it be equitable. This settlement and division constitutes a fair and equitable division of the assets of the parties.

(b) After transfers herein provided for have taken place, each of the parties shall have, own and enjoy independently of any claim or right of the other party, all items of personal property, real property and intangible property of every kind, nature and description and wherever situated which are now owned by him or her to dispose of the same fully and as effectually in all respects and for all purposes as if he or she were unmarried.

15.

The Husband and Wife shall each pay their own attorney's fees.

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16.

Except as specifically provided herein, no modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both 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.

17.

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

18.

This agreement is made without in any manner consenting to a divorce between the parties, but nothing herein shall be construed to bar or prevent either party from suing for absolute divorce in any court of competent jurisdiction because of any past or future fault on the other's part. This Agreement shall be offered in evidence in such action and if applicable by the court, shall be incorporated by reference into any decree which may be granted between the parties hereto. Notwithstanding such incorporation, this Agreement shall not be merged into any decree but shall survive independently of such Final Judgment and Decree.

19.

The parties agree that should either of them fail or refuse to abide by the terms of this Agreement, the party failing or refusing shall be responsible for any and all expenses by the other party to enforce the terms of this Agreement, including but not limited to the cost of travel, attorney fees, and court costs reasonable necessary to carry out the terms of the Agreement.

20.

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

21.

This Agreement shall be construed and governed in accordance with the laws of the State of Georgia.

  
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22.

Both parties acknowledge that they are entering this agreement freely and voluntarily; that they ascertained and weighed all the facts and circumstances likely to influence their judgment herein; that they have had the opportunity to seek and obtain legal advice independently of each other; they have read all the provision hereof; they fully understand these provisions; that they have given due consideration to such provisions; and that they clearly understand and consent to all of the provisions hereof. Both parties acknowledge to each other that each is mutually competent, not suffering under any disability and understands that this Agreement represents a fair and equitable resolution of the matters now pending between them.

23.

Each party acknowledges the awareness that he or she has certain rights under the Georgia Civil Practices Act to conduct formal discovery, investigation, and analysis of the assets, liabilities, and income of the other party. Each party has knowingly and voluntarily chosen to forego such discovery and accept the provisions of this Agreement on the basis of information acquired informally, without such discovery.

24.

The failure of either party to insist upon strict performance of any right or obligation contained herein, or indulgences granted from time to time, shall not constitute a waiver of such party's right to seek enforcement of such provisions or obligations in accordance with the letter of this Agreement.

25.

This Agreement constitutes the entire understanding of the parties, and there are no representations or warranties other than those expressly herein set forth.

26.

This Agreement supersedes any and all other Agreements heretofore entered into by and between the parties.

27.

Each party has fully read this Agreement and is aware not only of its contents but also of its legal effect. Since this Agreement is a joint effort of the parties, it should be

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construed with fairness as between the parties and not more strictly enforced against one or the other party.

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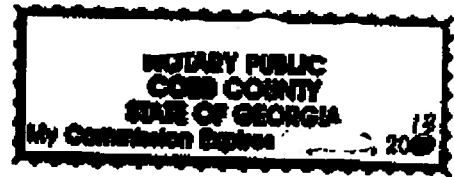
The parties acknowledge that the Tax Reform Act of 1984 and 1986, and all amendments thereto, created changes in the tax law as it affects the dissolution of marriage and the taxes associated with the division of property, alimony, etc. The attorneys for the parties do not hold themselves out as being experts in tax related matters and have, therefore, recommended that the parties consult with the tax specialists regarding the potential tax consequences of this Agreement. By execution hereof, the parties hereby acknowledge such recommendation and confirm that they have sought and obtained advice with regard to such tax matters, and each party is satisfied with the tax consequences which may affect him or her by the execution of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement

Lousy Spouse

Sworn to and subscribed  
before me this \_\_\_ day  
of \_\_\_\_\_, 2009

Notary  
Notary public  
My commission expires:



Other Spouse

Sworn to and subscribed  
before me this \_\_\_ day  
of \_\_\_\_\_, 2009.

Notary  
Notary public  
My commission expires:

