



Connie Taylor, Clerk of Superior Court
Cobb County, Georgia

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

KEYAUNIE BEGGS

PETITIONER,

v.

JEFFREY BEGGS

RESPONDENT.

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CIVIL ACTION FILE NO.
23-1-08511-66

SETTLEMENT AGREEMENT

This Agreement is made and entered into by and between **KEYAUNIE BEGGS**, hereinafter referred to as Plaintiff, Wife or Mother, and **JEFFREY BEGGS**, hereinafter referred to as Defendant, Husband or Father.

WITNESSETH

- * **WHEREAS**, the parties hereto are Husband and Wife, having married on April 12, 2015; and
- * **WHEREAS**, the parties have lived in a *bona fide* state of separation since on or about September 14, 2023; and
- * **WHEREAS**, the parties hereto have two minor children who were born during the marriage of the parties, namely: Brayden, a male child born in 2015 and Khloe, a female child born in 2016, hereafter referred to collectively as “the Children”; and

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- * **WHEREAS**, both parties have fully disclosed all assets and debts of their marital relationship. In view of their intention to live apart, they are desirous of settling their property (both asset and debt) division, custody, visitation, child support, alimony, attorney fees and any and all issues between them as a result of their marriage.
- * **WHEREAS**, this action is filed in the Superior Court of Cobb County, Georgia; and
- * **NOW THEREFORE**, the said parties hereto, for and in consideration of the promises and recitals herein contained, do mutually agree and promise as follows:

I. LIVING SEPARATE AND APART

The parties shall continue to live separate and apart, and each shall be free from interference, molestation, authority, and control, direct or indirect, by the other as fully as if sole and unmarried. Neither party will stalk, follow, or surveil the other party.

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II. CUSTODY AND VISITATION

The parties shall follow all terms and provisions of Parenting Plan and all terms and provisions of this Settlement Agreement. In the event of a conflict between the two documents (which would be unintentional), the Parenting Plan shall prevail.

Father and Mother agree that they shall have joint legal custody and joint physical custody of the Children.

In the event the parties cannot agree about the custodial time schedule for the Children, the parties will exercise custodial time with the Children in accordance with the Parenting Plan executed by the parties and incorporated herein by reference.

III.

CHILD SUPPORT

Current Child Support

The Child Support Worksheet and the Child Support Addendum are attached and are specifically agreed upon by the parties.

In accordance with the Child Support Addendum, neither party will pay

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child support to the other. The parties are exercising joint legal and physical custody. Each parent is responsible for one half of the tuition costs for the Children to attend private school.

IV.

INCOME DEDUCTION ORDER

An Income Deduction Order is not necessary at this time.

V.

INSURANCE

Medical Insurance

The parties will each be responsible for their own medical, vision and dental insurance needs. With regard to the Children, Father shall maintain the current health, dental and vision insurance coverage for the Children or a policy substantially similar to the policy currently in effect for so long as the Children are eligible for support.

Life Insurance

The parties shall each maintain a life insurance policy on their own life, with a payout benefit of at least \$400,000.00, naming the other party as beneficiary for the benefit of the Children, for so long as the Children are eligible for support.

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Each year, on or before April 15th, the parties will exchange proof that the life insurance policies remain in existence with appropriate coverage and that the beneficiary designation remains as set forth herein.

VI.

UNINSURED MEDICAL EXPENSES

Medical Expenses for the Parties

Father and Mother will be responsible for timely paying for their own uninsured medical, vision and dental expenses, including deductibles and co-payments.

Medical Expenses for the Children

Concerning the uninsured medical, vision and dental expenses of the Children, the parties shall divide any and all of the Children's reasonable and necessary uninsured medical, dental, vision, orthodontic and mental health expenses, including deductibles and co-payments, with Father being responsible for fifty percent (50%) of same and with Mother being responsible for fifty percent (50%) of same. In the event a party incurs such expenses, they will submit proof of same to the other party within thirty (30) days of the date of service. The

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presenting parent will then be reimbursed for the other party's portion of the expense within thirty (30) days of receipt of proof of payment.

VII.

PERMANENT DIVISION OF REAL AND PERSONAL PROPERTY

Real Property

The marital residence of the parties is located at 2807 Seagrave Way, Marietta, Georgia 30066. The parties have listed the marital residence for sale and it is under contract to be sold.

Upon the sale of the Marital Residence, the proceeds will be determined as the sales price, less realtor fees and commissions, less reasonable closing costs, less the mortgage balance, less payment in full of any federal and state tax liens that are filed as of March 10th, 2024. The proceeds will then be divided with Wife receiving sixty percent of the proceeds and Husband receiving forty percent of the proceeds.

Personal Property

Husband's Vehicles

Husband shall retain possession of the 2020 Dodge Ram vehicle he is currently driving. Husband shall be responsible for any indebtedness associated

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with the vehicle and shall hold Wife harmless from any obligations or liabilities connected with ownership. Husband shall be responsible for providing for his own insurance for the vehicle. Husband shall also be responsible for any additional costs associated with said insurance coverage including deductibles. Husband shall promptly pay all premiums for the vehicle when due and hold Wife harmless against same. Wife forever waives, relinquishes and quit claims to Husband any and all right, title or interest she may have in the vehicle and will cooperate with Husband in executing any documents reflecting same.

Wife's Vehicles

Wife shall retain possession of the 2020 Chevy Tahoe vehicle which is titled to her and shall be responsible for any indebtedness associated with same, and shall hold Husband harmless from any obligations or liabilities connected with ownership. Wife shall be responsible for providing for her own insurance for such vehicle. Wife shall also be responsible for any additional costs associated with said insurance coverage including deductibles. Wife shall promptly pay all premiums for such vehicle when due and hold Husband harmless against same. Husband forever waives, relinquishes and quit claims to Wife any and all right, title or interest he may have in such vehicles and will cooperate with Wife in

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executing any documents reflecting same. Husband will surrender his keys to the vehicle to Wife.

Furnishings and Personal Items

The parties have equitably divided their personal items and furnishings.

The parties will duplicate any photos or videos of the Children which both parties' desire.

VIII.

ACCOUNTS

1. Husband shall retain free and clear of any claim of Wife any and all investment, savings, checking, 401k, pension, stock or stock options or other accounts titled solely in his own name except as otherwise set forth herein.
2. Wife shall retain free and clear of any claim of Husband any and all investment, savings, checking, 401k, pension, stock or stock options or other accounts titled solely in her own name except as otherwise set forth herein.
3. Husband has a 401k account. The parties will equally divide the marital portion of the 401k account (that portion earned from the date of the

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parties' marriage on April 12, 2015 until the date of the parties' separation on September 14, 2023). The parties will utilize Attorney Matthew Lundy, www.mlundylaw.com to prepare a Qualified Domestic Relations Order to divide the 401k account and each party will be responsible for one half of the expense associated with preparation of the QDRO. The parties will cooperate to complete the QDRO as soon as possible after entry of a Final Judgment and Decree of Divorce.

IX.

DEBTS

1. Unless otherwise specifically set forth to the contrary herein, Wife shall be solely responsible for and hold Husband harmless against all debts which are titled solely in her name, including credit card debt. Unless otherwise specifically set forth to the contrary herein, Husband shall be solely responsible for and hold Wife harmless against all debts which are titled solely in his name, including credit card debt.
2. To the extent either party has tax debt which has not been filed as a lien on the marital residence, each party shall be responsible for their own debt.

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3. The parties will refrain from accessing any account in the name of the other or creating or increasing any debt of the other.

X.

ATTORNEY FEES

Each party shall be responsible for their own attorney fees, if any, incurred in this action.

XI.

ALIMONY

Neither party shall pay alimony to the other. Each party forever waives any claim for alimony he or she may have from the other.

XII.

ACKNOWLEDGMENT OF RIGHT TO REVIEW AND CONFER WITH
ATTORNEY

Husband acknowledges he is represented by Attorney Angel Cordle, and he has conferred with same and is fully and completely satisfied with all terms and provisions of this Settlement Agreement.

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Wife acknowledges she has discharged her attorney but she has had ample time and opportunity to consult with counsel of her choice. Wife is fully and completely satisfied with all terms and provisions of this Settlement Agreement.

XII.

MODIFICATION

Any modification or waiver of any of the provisions of this Settlement Agreement shall be effective only if made in writing and executed by both parties with the same formality as this Settlement Agreement. The failure of either party to insist upon strict compliance with any of the provisions of this Settlement Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

XIV.

EFFECTIVE DATE

This Settlement Agreement shall become effective on the date of the execution hereof by the parties hereto.

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XVI.

ENFORCEMENT

Each of the parties hereto shall strictly obey and abide by each and every term and provision of this Settlement Agreement. If any one or more of the provisions contained in this Settlement Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Settlement Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XVII.

JURISDICTION

Father and Mother agree that Georgia shall retain continuing exclusive jurisdiction over the terms and issues included in this Settlement Agreement and the parties hereto.

XVIII.

TAXES

The parties shall file their income taxes separately for tax years 2023 and all subsequent years. Husband shall claim the minor child Brayden on his taxes.

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Wife shall claim the minor child Khloe on her taxes. Husband will claim the mortgage interest for the marital residence on his taxes.

XIX.

DOCUMENTS AND PAPERS

Each party hereby agrees to execute any and all documents, to perform all acts and to do all things necessary to transfer any of the assets contemplated hereunder, or to effectuate any of the provisions and conditions set forth in this Settlement Agreement. The terms and provisions of this Settlement Agreement are binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Each party shall from time to time, at the reasonable request of the other, execute, acknowledge and deliver to the other party any and all further instruments as may be required to give full force and effect to the provisions of this Settlement Agreement and the intentions of the parties.

XX.

WAIVER OF DISCOVERY

In entering this Settlement Agreement, each party hereby expressly acknowledges and understands his or her rights under the Georgia Civil Practice Act to conduct formal discovery, investigation and analysis of matters, including

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assets, liabilities and income of the other party. Each party knowingly and voluntarily elects to forego and waive such discovery and accepts the provisions of this Settlement Agreement on the basis of the information acquired informally, without completing formal discovery.

XXI.

INCORPORATION INTO FINAL DECREE

In the event of a final decree of divorce, each party shall be bound by the terms of this Settlement Agreement, and the provisions of this Settlement Agreement, or the substance hereof, shall be incorporated by reference into any final decree of divorce. Regardless of such incorporation, this Settlement Agreement shall in all respects survive any such divorce and shall be forever binding and conclusive on the parties hereto and shall not be merged with or extinguished in such decree by incorporation.

XXII.

FULL AND FINAL SETTLEMENT

Each party acknowledges that the provisions of this Settlement Agreement are made in full, final and complete satisfaction in settlement of all claims each party has against the other respecting their marital life. Except as specifically provided for herein to the contrary, each of the parties does hereby release and

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discharge the other from any and all claims and liabilities of every nature whatsoever that each party has or may have hereafter against the other including, but not limited to, support, maintenance, alimony, and year's support. This Settlement Agreement constitutes the entire understanding of the parties, and there are no representations or warranties other than those expressly set forth herein. This Settlement Agreement supersedes any and all other agreements heretofore entered into by and between the parties.

XXIII.

COMPLETE AND FINAL AGREEMENT

This Settlement Agreement does and shall constitute a full and complete agreement by the parties. It is fully understood by each party, and it is fully acceptable to each party. Each party expressly acknowledges that he and she have had the opportunity to consult independently with legal counsel of his or her own choice regarding the contents and effect of this Settlement Agreement, and each of the parties freely and voluntarily, without duress, enters into this Settlement Agreement.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and affirmed the contents and veracity of the statements contained herein this _____ day of _____, 2024.



Keyaunie Beggs



Jeffrey Beggs

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