

IN THE SUPERIOR COURT OF HENRY COUNTY  
STATE OF GEORGIA

LAURA MARIE SMITH,

Plaintiff,

v.

JAMES HARRY SMITH, JR.,

Defendant.

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CIVIL ACTION NO: 23-CV-\_\_\_\_\_

  
Sabriya Hill, Clerk  
Henry County, Georgia

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by JAMES HARRY SMITH, JR. hereinafter referred to as "Husband", and LAURA MARIE SMITH, hereinafter referred to as "Wife".

*WITNESSETH:*

WHEREAS, the parties to this Agreement were married on August 1, 1992; and

WHEREAS, the parties separated on or about April 7, 2023, and are now living in a bona fide state of separation, and acknowledge that there exists no chance of reconciliation; and

WHEREAS, there were two children born of this marriage with both having reached the age of majority. Plaintiff is not currently pregnant; and

WHEREAS, in consequence of disputes and irreconcilable differences, the parties have heretofore separated and are now living in a bona fide state of separation; and

WHEREAS, in view of their intention to live apart the remainder of their lives, the parties are desirous of settling all matters of alimony, property division, debt division and other like matters; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements made herein, the parties do agree as follows:

  
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1. Non-Interference by Parties.

The parties shall continue to live separate and apart, and each shall be free from the interference, molestation, authority and control, direct and indirect, by the other as if single and unmarried. Each party may reside in such place or places as he or she may select, and each may, for his or her own separate use and benefit, engage in any employment, business or profession which he or she may deem appropriate.

2. Debts.

Except as otherwise provided herein, the Husband shall be solely responsible for all debts which are solely in his name and which have been incurred by him. Similarly, the Wife shall be solely responsible for all debts which are solely in her name and which have been incurred by her. Each shall indemnify and hold the other harmless from any liability associated therewith.

3. Division of Bank Accounts, Securities and Retirement.

There are jointly held bank accounts but the parties have managed those accounts separately. Each shall remove the other from their bank account such that each bank account is solely owned. There are no jointly held securities or retirement accounts. Wife will retain all of her retirement with TIAA/CREF, free from any claims by Husband. Wife shall also receive Thirty-Nine Percent (39%) of the Husband's Thrift Savings Plan upon the entry of the Final Judgment and Decree utilizing an Order acceptable for processing. Wife shall also receive Fifty Percent (50%) of the Husband's FERS account calculated upon the entry of the Final Judgment and Decree and payable at the beginning of the retirement of the Husband utilizing an Order acceptable for processing by FERS. The FERS Annuity payable to the Wife will be paid directly from the Office of Personnel Management (OPM). Wife shall further be entitled to the maximum former spouse survivor annuity offered by FERS, the cost of which shall be deducted

  
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from the Wife's survivor annuity share. Wife shall be entitled to any COLA's in the same manner as these adjustments are applied to the Husband's annuity rate. Wife's attorney shall be responsible for the drafting of such documents as may be necessary to carry out the terms of this paragraph and Husband shall provide any and all information necessary to facilitate the preparation of said documents.

Except as otherwise provided herein, the Husband shall maintain all of the bank accounts, money market accounts, investment accounts, retirement accounts, financial accounts and securities of every nature owned and maintained by him individually free from any claims by the Wife. Similarly, the Wife shall maintain all of the bank accounts, money market accounts, investment accounts, retirement accounts, financial accounts and securities of every nature owned and maintained by her individually free from any claims by the Husband.

4. Federal Health Benefit.

Wife shall be entitled to enroll for Federal Employees Health Benefits (FEHB) coverage provided she meets the requirements of the spouse equity provisions of the FEHB law. Wife understands that she must within sixty days after the date of divorce, apply to the agency employing officer where Husband worked at the time of divorce and provide written notice that she wants to continue FEHB coverage under the spouse equity provisions of the FEHB law. The Husband will not be held responsible for any health expenses for the Wife not covered by the Federal Health Benefit.

5. Property Settlement – Real Property.

The martial residence located at 1113 The By Way, McDonough, Henry County, Georgia is jointly titled. There is no debt associated with the residence. Husband shall have sole and exclusive title, use and possession of same, free from any claims by the Wife. Wife has already

  
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vacated the marital home. Husband shall be solely responsible for any indebtedness thereon taxes, insurance, utilities and expenses associated therewith and he shall hold the Wife harmless from any liability associated therewith. Husband shall pay to Wife the sum of \$106,000 as property settlement for her interest in the marital real estate. Said amount shall be paid to Wife as follows: \$80,000 upon the entry of the Final Judgment and Decree and the remaining \$26,000 shall be paid at the rate of \$1,000 per month for twenty-six (26) months beginning thirty (30) days after the entry of the Final Judgment and Decree and continuing each thirty (30) days thereafter until paid in full. Upon the receipt of the entirety of said funds, Wife shall execute a quitclaim deed to the property, placing sole title to the property in the name of the Husband.

6. Property Settlement - Personal Property.

Vehicles: The Wife shall have sole and exclusive use and possession of the 2016 Toyota Prius and 2019 Honda Civic which are solely in her name and have no debt associated therewith. The Wife shall be solely responsible for any indebtedness thereon and all expenses associated therewith and shall indemnify and hold the Husband harmless therefrom.

The Husband shall have sole and exclusive use and possession of the 2005 Toyota Tundra which is in his sole name and which has no debt associated therewith. The Husband shall be solely responsible for any indebtedness thereon and all expenses associated therewith and shall indemnify and hold the Wife harmless therefrom.

The parties have already agreed upon and made a division of their household goods and other items of martial property. Except as otherwise provided herein, the Wife shall maintain sole and exclusive use and possession of all of the household goods and her items of personal and separate property, which are currently in her possession. Similarly, the Husband shall maintain sole and exclusive use and possession of all of the household goods and his items of

  
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personal and separate property, which are currently in his possession. After the signing of this Agreement, neither party shall claim any property which is in the possession of the other party.

7. Alimony

No alimony shall be paid by either party to the other and the parties expressly waive their right to seek a modification of this provision.

8. Attorney's Fees.

Each party shall be solely responsible for the payment of the attorney's fees and expenses incurred by themselves in this matter.

9. Indemnity of Wife.

The Wife warrants that, except otherwise herein specifically provided:

(a) She will not at any time hereinafter contract any debts, charge or liability whatsoever for which the Husband, his legal representatives, heirs, assigns, property or estate shall or may become liable, except for those items afore described; and

(b) She will save the Husband harmless against any debt, charge or liability not disclosed herein or hereafter contracted by her.

10. Indemnity of Husband.

The Husband warrants that, except otherwise herein specifically provided:

(a) He will not at any time hereinafter contract any debts, charge or liability whatsoever for which the Wife, her legal representatives, heirs, assigns, property or estate shall or may become liable; and

  
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(b) He will save the Wife harmless against any debt, charge or liability not disclosed herein or hereafter contracted by him.

11. Mutual Release and Non-Modification of Agreement.

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 either of them ever had, now has or may hereafter have against the other arising out of or connected with any matter, cause or thing up to the date of the execution of this Agreement.

12. Subsequent Debts.

Except as otherwise set out in this agreement, Husband and Wife shall not at any time after the date of the agreement 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 account maintained in the name of the other. All accounts on which both parties are liable shall be closed.

13. Free and Voluntary Execution of Agreement.

The parties acknowledge that they are entering into this Agreement freely and voluntarily, without any duress or undue influence; 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 pertinent hereto, have been fully and satisfactorily explained to them; and that they assent to all the provisions hereof, viewing the same as fair and equitable.

  
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14. Additional Instruments.

Each of the parties shall, from time to time, at the request of the other party, execute, acknowledge and deliver to such other party any and all additional instruments, documents and the like that may be required to give full force and effect to the provisions of this Agreement. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

15. Binding Effect.

Except as otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective heirs, next of kin, executors and administrators of the parties.

16. Entire Agreement.

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

17. Modification or Waiver.

No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by both parties. The failure of either party to insist on strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent violations of the same or similar provisions.

18. Severability.

In case any provisions of this Agreement shall be held to be contrary to or in violation of the laws of any country, state, or jurisdiction, such illegality or invalidity shall not affect in any way any other provision hereof, and all such other provisions shall continue nevertheless in full

  
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force and effect, and any provisions which are held to be illegal or invalid in any country, state, or other jurisdiction shall nevertheless remain in full force and effect in any other country, state, or jurisdiction in which such provision is legal and valid.

19. Laws of Georgia.

This Agreement is made pursuant to the laws of the State of Georgia and shall be construed and governed thereby.

20. Enforcement.

Each of the parties hereto shall strictly obey and abide by each and every term and provision of this Agreement. Upon this Agreement being incorporated in any Order of any Court, and in the event then of any breach of this Agreement, the offending party shall be subject to attachment for contempt of Court.

21. Incorporation.

The parties further agree that this Agreement may be submitted to the Henry County Superior Court in a Civil Action for divorce and that this Agreement, if approved by the Court, shall become 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.


22. Legal Representation.

Each party hereto acknowledges, warrants and represents, that he or she:

- (a) Has read this Agreement in its entirety and fully understands each and every term and provision hereof;
- (b) Has executed this Agreement freely and voluntarily without the interference, duress or coercion of anyone whomsoever;

  
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(c) Fully understands the facts and circumstances surrounding the execution of this Agreement; and has determined for themselves that the terms and provisions hereof are reasonable, fair and adequate; and waives the use of any further discovery procedures such as written interrogatories; depositions; requests for production of documents, etc.;

(d) Fully understands his or her legal rights, duties, responsibilities and obligations concerning the aforesaid marriage, and any and all matters encompassed by this Agreement;

(e) Fully understands that LEANNE P. COOPER, P.C., nor any employee, agent, associate, lawyer, legal assistant, or paralegal of LEANNE P. COOPER, P.C. or has undertaken to interpret, explain, or render an opinion to either the Wife or the Husband as to the federal and state income, estate, and gift tax implications, effects, advantages and/or disadvantages of any provisions of this Agreement; and

(g) The Husband fully understands that LEANNE P. COOPER, P.C. represents only the Wife in this matter and that LEANNE P. COOPER, P.C. nor any employee, agent, associate, lawyer, legal assistant, or paralegal of LEANNE P. COOPER, P.C. has undertaken to interpret, explain, or render an opinion to him regarding any provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this 13 day of July, 2023.

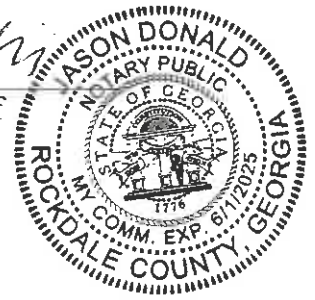
  
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Sworn to and subscribed before me  
this 13 day of July, 2023.

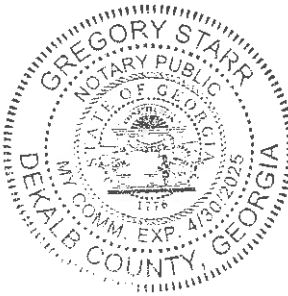
Laura Marie Smith  
Laura Marie Smith, Plaintiff



[Signature]  
Notary Public, State of Georgia

James Harry Smith, Jr.  
James Harry Smith, Jr., Defendant

Sworn to and subscribed before me  
this 12 day of July, 2023.



Gregory Starr  
Notary Public, State of Georgia

Prepared and presented by:

LeAnne P. Cooper

LeAnne P. Cooper  
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Attorney for Plaintiff  
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