

Connie Taylor, Clerk of Superior Court  
Cobb County, Georgia

IN THE SUPERIOR COURT OF COBB COUNTY  
STATE OF GEORGIA

TANIA CHANDLER,

Plaintiff,

v.

MELVIN CHANDLER,

Defendant.

CIVIL ACTION FILE NUMBER

22108854-53

**SETTLEMENT AGREEMENT**

Plaintiff Tania Chandler and Defendant Melvin Chandler attended mediation on May 16, 2023, and settled all issues between them in said mediation. This AGREEMENT is made and entered into between Tania Chandler, hereinafter referred to as "Plaintiff," and/or "Wife," and Melvin Chandler, hereinafter referred to as "Defendant," and/or "Husband" on this 26th day of May, 2023.

WITNESSETH

WHEREAS, the parties to this action were married on May 31, 1987, and separated thereafter and, since that time, have lived in a bona fide state of separation; and

WHEREAS, the parties have two adult children, and no other children are expected; and

WHEREAS, the parties have reached a full and comprehensive agreement satisfactory to themselves to settle and dispose of all issues pertaining to their divorce, including, but not limited to, an equitable division of the parties' assets and debts.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings hereinafter contained, the adequacy of which is stipulated, the parties each agree with the other as follows:

**STATE OF SEPARATION**

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 if sole and unmarried to each other.

**DIVISION OF PROPERTY**

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It is the purpose and intent of this Agreement to settle forever and completely the interests and obligations of the parties in all matrimonial property as between themselves, their heirs, and assigns. The parties have attempted to divide their matrimonial property in a manner that conforms to a just and right standard, and with due regard to the rights of each party. The division of existing marital property is not intended by the parties to constitute in any way a sale or exchange of assets.

Each party represents and warrants that he or she has made a full and fair disclosure to the other of all his or her property interests of any nature whatsoever and that such property is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except those which are disclosed herein. Each party further represents and warrants that he or she has not made any gift or transfer of property without the other's knowledge.

The division of assets and liabilities set forth herein between the Husband and the Wife has been made deliberately and consciously by the parties. The settlement and property division set forth herein below is not considered and should not be construed as alimony. Rather, it constitutes an equitable division of property by the parties, a division that the parties find and declare to be fair and equitable in consideration of the anticipated cessation of their marriage. Both parties hereto expressly recognize that transfers of property between spouses, especially where made incident to a divorce, are non-taxable events and that no gain or loss shall be recognized on such transfer, and it is the intent of both parties that all property transfers are, in fact, between spouses and are being made incident to divorce.

As an equitable division of their marital property, the parties are in agreement that all such property will be divided as set forth below:

(a) **Real property:** Husband shall be entitled to sole and exclusive possession of the real property located at 438 Winterset Drive, Columbus, Mississippi 39702. The property is titled solely in Husband's name, and the mortgage is solely in Husband's name. Husband shall be solely responsible for all expenses pertaining to this residence and shall indemnify and hold Wife harmless from same. Husband shall be entitled to all equity in this residence, and Wife waives all right to same. Neither party owns any other real property.

(b) **Automobiles:** Wife shall be entitled to sole and exclusive possession of the 2022 Lincoln Corsair and shall be solely responsible for any expenses pertaining to same. Husband shall

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be entitled to sole and exclusive possession of the 2013 Chevy Avalanche and shall be solely responsible for any expenses pertaining to same.

(c) **Bank accounts:** The parties have a joint checking account at Navy Federal Credit Union with an account ending in x8705 and a joint savings account at Navy Federal Credit Union with an account number ending in x8002. The joint savings account contains the proceeds remaining from the sale of the marital residence in 2022. The parties shall divide the funds in these accounts as follows:

- 1) The parties shall first use these funds to pay any outstanding balances owed on the Navy Federal Credit Union credit card and the American Express credit card as of May 16, 2023. This shall include any charges incurred on either card to pay the mediator fees for the May 16, 2023, mediation.
- 2) Defendant shall then be entitled to the sum of \$28,000.00 from these joint bank accounts. In December 2022, the parties agreed that Plaintiff could take \$28,000.00 from the aforementioned joint savings account to pay for a leased vehicle. Defendant is thus entitled to \$28,000.00 to match this earlier disbursement to Plaintiff.
- 3) The parties shall then equally divide all remaining funds in these accounts and close said joint accounts. They shall do this no later than 10 days after the entry of the Final Judgment and Decree of Divorce.

(d) **Retirement accounts:** Husband participates in the Lockheed Martin Corporation Hourly Employee Savings Plan Plus. Wife shall receive the sum of \$54,322.00 from said retirement account via a Qualified Domestic Relations Order. The date of valuation will be May 16, 2023, and these funds shall be subject to any gains and losses from the date of valuation to the time that the Plan Administrator actually segregate these funds from Husband's account. The parties shall retain Emily McBurney to prepare the Qualified Domestic Relations Order. They shall do so within 30 days of the entry of the Final Judgment and Decree of Divorce. They shall each be responsible for half of Ms. McBurney's fees as well half of any fees charged by the Plan Administrator. Husband is entitled to keep all of his pension from Lockheed Martin, and Wife waives any claims that she may have had to same. Wife shall be entitled to sole and exclusive possession of her TransAmerica Island Palm Communities LLC Savings Trust, Arcadis U.S. Inc.

  
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Retirement Savings Plan, and Fidelity RAM Partners LLC 401(k), and Husband waives any rights that he may have to same.

(e) **Husband's military retirement pay:** Wife shall be entitled to 47.5% of Husband's disposable military retirement pay. Disposable military retirement pay is defined as Husband's gross retirement pay less authorized deductions. Husband shall designate Wife as the beneficiary of the Survivor Benefit Plan as a former spouse as required by Defense Finance and Accounting Service (DFAS) and continue to have the premium for said plan be deducted from his gross military retirement pay. The first such monthly payment to Wife is due on the first of the month following the entry of the Final Judgment and Decree of Divorce. Wife's attorney shall be responsible for preparing the Military Pension Division Order. Husband shall pay Wife directly her 47.5% share of his disposable military retirement pay until DFAS starts implementing the Military Pension Division Order. If DFAS double pays Wife, she shall immediately reimburse Husband for any such overpayments.

(f) **Furniture, Furnishings and Remaining Personal Property:** The parties have divided all furniture, furnishings and all other personal property to their satisfaction. Each party is entitled to sole and exclusive possession of any such property in his or her possession.

### ALIMONY

3.

Neither party shall pay any alimony to the other. Each party acknowledges that he or she is able to provide for his or her individual financial needs. Both parties covenant and agree that neither of them shall have any claim for alimony from the other. Both parties specifically and knowingly waive any claim to such alimony payments now or in the future. Each party hereby releases and waives his or her statutory right under Georgia law to seek future modification of alimony, up or down. With regard to their mutual waiver of their right to seek modification of alimony, it is the express intention of the parties to satisfy the legal requirements under Georgia law as set forth in *Varn v. Varn*, 242 Ga. 309, 248 S.E.2d 67 (1978).

### HEALTH INSURANCE

4.

Wife shall be eligible for any Tricare healthcare coverage offered to former spouses, and Husband shall cooperate in any way required for Wife to be able to receive said coverage.

  
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## DIVISION OF DEBTS

5.

Other than the aforementioned balances owed on the Navy Federal Credit Union and American Express credit card accounts, the parties do not have any other marital debt. Husband shall remove Wife's name as an authorized user on these two credit card accounts. Husband shall be solely responsible for all charges on these accounts incurred after May 16, 2023. Husband shall indemnify and hold Wife harmless for same. Each party shall be solely responsible for any other debt in his or her own name. Debts not addressed within this Agreement shall be the sole obligation of the party who incurred said debt, and the obligated party shall fully indemnify the nonobligated party and hold him/her harmless therefrom. Said indemnity includes, without limitation, payment of the indemnified party's attorney's fees.

## TAXES

6.

(a) If any tax deficiency is assessed for a year during which the parties filed a joint federal or state income tax return, any additional tax penalties or interest shall be the responsibility of the party or parties whose additional income created such additional tax or whose disallowance of a claimed deduction created such additional tax.

Except as otherwise specified herein, the Husband shall indemnify Wife and hold the Wife harmless from any and all assessments of income taxes resulting from an audit of any federal and/or state income tax return heretofore and hereafter filed jointly by the parties to the extent that such additional taxes are the direct result of any unreported income earned/received by the Husband and/or disallowed deduction attributable solely to the Husband. In connection herewith, the Husband shall:

(1) indemnify and hold Wife harmless for any and all assessments or losses of every kind, character and description by any income taxing authority;

(2) defend all attempts to impose any assessment or collect the same against the Wife or against any property of the Wife including that conveyed or transferred herein at his sole cost and expense; and

(3) take any and all legal and other action necessary to protect all property belonging to the Wife.

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Should the Husband fail to perform any of his obligations hereunder, the Wife shall be entitled to recover from the Husband any and all losses or assessments together with all expenses including reasonable attorney's fees.

Except as otherwise specified herein, Wife shall indemnify Husband and hold the Husband harmless for any and all assessments of income taxes resulting from an audit of any federal and/or state income tax return heretofore and hereafter filed jointly by the parties to the extent that such additional taxes are the direct result of any unreported income earned/ received by the Wife and/or disallowed deduction attributable solely to the Wife. In connection herewith, the Wife shall:

- 1) indemnify and hold Husband harmless for any and all assessments or losses of every kind, character and description by any income taxing authority;
- 2) defend all attempts to impose any assessment or collect the same against the Husband or against any property of the Husband including that conveyed or transferred herein at her sole cost and expense; and
- 3) take any and all legal and other action necessary to protect all property belonging to the Husband.

Should the Wife fail to perform any of her obligations hereunder, the Husband shall be entitled to recover from the Wife any and all losses or assessments together with all expenses including reasonable attorney's fees.

(b) The parties understand that Melanie A. Prehodka of Stearns-Montgomery & Proctor and Daniele Johnson of The Manely Firm, P.C., have not undertaken to give and have not been paid a fee to give either party any advice as to the federal or state income, estate, and gift tax implications or effects of this Agreement. Each party has been advised to seek professional tax advice concerning the tax consequences of this Agreement.

#### **BANKRUPTCY INDEMNIFICATION**

7.

The parties acknowledge that but for the payments provided herein, the other party's financial independence would be impaired. Therefore, it is the parties' intent that if either party ever seeks bankruptcy protection, the amounts payable under this Agreement shall not be dischargeable in bankruptcy as the payments are in the nature of spousal support and maintenance as provided under 11 U.S.C. §523(a)(5). Alternatively, the payments shall be treated as non-dischargeable pursuant to 11 U.S.C. §523(a)(15).

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8.

The Wife agrees to indemnify and hold the Husband harmless from any and all debts that she is obligated to pay pursuant to this Agreement. The Wife also agrees to indemnify and hold the Husband harmless for expenses, costs of defense or collection, attorney's fees, and expenses of any bankruptcy proceedings, as to any monies due to the Husband from the Wife under this Agreement and/or any joint debts which the Wife is obligated to pay under this Agreement. Wife shall pay and hold Husband harmless for any claims, debts, liabilities and obligations of any nature whatsoever, contingent or otherwise, which Wife has incurred individually or jointly with any third person or persons. Wife promises to defend Husband against any attempts by any of her creditors to collect the same from Husband and further promises to indemnify Husband fully from any liability and expenses, including legal expenses, which may result from her obligation. In the event that any creditor of Wife obtains or attempts to apply a lien against any real or personal property in which Husband has an interest, Wife shall promptly undertake to satisfy that obligation giving rise to said lien.

9.

The Husband agrees to indemnify and hold the Wife harmless from any and all debts that he is obligated to pay pursuant to this Agreement. The Husband also agrees to indemnify and hold the Wife harmless for expenses, costs of defense or collection, attorney's fees, and expenses of any bankruptcy proceedings, as to any monies due to the Wife from Husband under this Agreement and/or any joint debts which the Husband is obligated to pay under this Agreement. Husband shall pay and hold Wife harmless for any claims, debts, liabilities and obligations of any nature whatsoever, contingent or otherwise, which Husband has incurred individually or jointly with any third person or persons. Husband promises to defend Wife against any attempts by any of his creditors to collect the same from Wife and further promises to indemnify Wife fully from any liability and expenses, including legal expenses, which may result from his obligation. In the event that any creditor of Husband obtains or attempts to apply a lien against any real or personal property in which Wife has an interest, Husband shall promptly undertake to satisfy that obligation giving rise to said lien.

#### ATTORNEY'S FEES

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Each party shall be solely responsible for his or her respective attorney's fees.

**INDEPENDENT LEGAL ADVICE**

11.

The Wife was represented by Melanie Prehodka of Stearns-Montgomery and Proctor, at the request of the Wife, and the Wife is satisfied that her counsel has adequately advised her concerning the terms of this Agreement and of her legal rights with respect to these divorce proceedings. The Husband acknowledges that he has received no legal advice from the Wife's attorney. The Husband was represented by Daniele Johnson of The Manely Firm, P.C., at the request of the Husband, and the Husband is satisfied that his counsel has adequately advised him concerning the terms of this Agreement and of his legal rights with respect to these divorce proceedings. The Wife acknowledges that she has received no legal advice from the Husband's attorney.

**WAIVER OF DISCOVERY AND TRIAL BY JURY**

12.

Each party understands that he or she has the right to engage in discovery, the right to require the other party to testify under oath and produce documents concerning their financial affairs and the right to have the issues in this case resolved by a jury. The parties hereby waive their right to conduct discovery and their right to a trial by jury.

**WAIVER OF BREACH**

13.

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.

**BINDING EFFECT**

14.

This Agreement shall be binding upon the heirs, legal representatives and assigns of both parties.

**SEPARATE LIVING AND NON-HARASSMENT OF THE PARTIES**

15.

The parties shall remain living separate and apart from each other and be free from interference, harassment, authority and control by the other as fully as if he or she were single and

  
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unmarried. Each party is hereby enjoined and restrained from doing, attempting to do, or threatening to do, any act of injuring, maltreating, vilifying, molesting or harassing the other party. This includes contacting a party about anything other than the terms of this agreement in a civil manner.

#### **ENTIRE AGREEMENT**

16.

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

#### **SEVERABILITY**

17.

The parties understand and agree if any part, provision, term, or condition as specified in this Agreement is declared or held by a Court of competent jurisdiction to be invalid, void, or unenforceable, in part or in whole, then in that event the remainder of this Agreement and all the provisions contained herein shall remain in full force and effect.

#### **INCORPORATION INTO DIVORCE DECREE**

18.

It is agreed and anticipated by both parties hereto that this Contract of Settlement may be made the judgment of the Court in said divorce proceedings pending in Superior Court of Cobb County filed by the Husband against the Wife.

#### **WAIVER OF BENEFICIARY INTERESTS**

19.

In signing this Agreement, and except as otherwise expressly provided for herein, each party otherwise waives any right that he or she may have as a beneficiary in any way, shape, or form to the assets of the other party, notwithstanding any beneficiary designations that may have been or in fact were established previously. The bare fact that either party may have named the other as a beneficiary shall not be, in and of itself, a requirement that the designated beneficiary party keep, maintain, or have use of any beneficial interest. It shall take an express and deliberate act, following the execution of this Agreement to provide for the beneficial interest of the other. Non-action in changing any beneficiary designation shall not permit the other party to maintain,

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keep, or claim right to any beneficiary interest. Should either party receive a beneficiary interest to which they are not entitled, it shall be immediately returned to the estate of the other.

#### **GOVERNING LAW**

20.

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

#### **EFFECT OF RECONCILIATION**

21.

In the event of reconciliation between the parties, the provisions of this Agreement shall not be affected unless a new Agreement is entered into in writing expressly revoking this Agreement.

#### **RELEASE OF CLAIM**

22.

Each of the parties hereto does hereby relinquish, release, waive and quitclaim to the other party, all right of dower, homestead, and all property rights which such party now has or may have, as husband and wife, widower, widow, or otherwise, or by reason of the marital relationship now existing between them, or by virtue of any law of whatever nature which may hereafter be enacted, in or to the property, assets or estate of the other party, whether now owned or hereafter acquired by such other party. 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 that property and shall be free from any claim by the other or his or her estate. Each of the parties further agrees that he/she will never, at any time hereafter, sue the other party or assert a claim of any kind against such other party, or against the estates of the heirs, executors, administrators or assigns of such other party for the purpose of enforcing a right of claim which is asserted in violation of this Agreement.

#### **FUTURE EARNINGS, ACQUISITIONS, GIFTS, OR INHERITANCES**

23.

All income, earnings, or other property received, inherited or acquired by either party to this Agreement on or after the date of execution of this Agreement shall be the sole and separate property of the receiving, inheriting or acquiring party. Each party, as of the effective date of this Agreement, does hereby and forever waive, release, and relinquish all right, title, and interest in

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all such income, earnings, inheritance or other property except as necessary to collect any sums due hereunder in the event of default.

**FREE & VOLUNTARY**

24.

Each party has entered into this Agreement freely and voluntarily and acknowledges that he or she is not under the influence of any drug or substance which would impair judgment in any way. Each party hereby acknowledges that he or she has been afforded the opportunity to be represented by an independent attorney of his or her own selection and choice in the negotiation and preparation of the Settlement Agreement. Each party represents that this Agreement has been carefully explained to his or her satisfaction. Each party has carefully read this Agreement and is completely aware not only of its contents but also of its legal effect. Each party acknowledges that he or she has been duly apprised of his or her respective legal rights. Each party acknowledges that all the provisions hereof, as well as all questions pertaining thereto, have been fully and satisfactorily explained to him or her. Each party acknowledges that they have given due consideration to such provisions and questions and that they clearly understand and assent to all the provisions hereof.

**DRAFTING OF AGREEMENT**

25.

This Agreement was arrived at on the basis of negotiations between the parties and it shall be deemed to have been drafted by both parties and not by one party or the other, so that it should not be interpreted or construed more favorably or more harshly against one party or the other. Each party acknowledges that the contents of this Agreement have been reviewed and are understood by each party prior to its execution.

**COMPLETE AND FINAL SETTLEMENT, ENTIRE  
UNDERSTANDING OF PARTIES**

26.

The provisions of this Agreement are intended and accepted by Wife and Husband as a full and final settlement of any and all rights or obligations either may have from or to the other arising out of or in any way incidental to their marriage to each other. This Agreement contains the entire agreement of the parties, except as to the issue of the entitlement of either party to a divorce. The

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parties acknowledge that there are no representations, warranties, promises or undertakings not herein set forth. No oral statement or prior written matter extrinsic of this Agreement shall have any force or effect. The parties are not relying on any representations other than those expressly set forth herein.

**FURTHER ASSURANCES**

27.

Each party covenants that he or she will, upon request of the other, now or at any time in the future, execute any and all documents and do any and all other things needful or reasonably necessary to affect the terms and the intent of this Agreement or to ensure the other party's ability to enjoy her or his rights under this Agreement. Such actions may include, by way of example and not by way of limitation, execution of deeds, bills of sale, endorsements, forms, conveyances, title documents, assignments, registration documents, waivers, disclaimers, affidavits, court documents, and the like. Upon the failure of either party to execute or deliver any such deed, bill of sale, endorsement, form, conveyance, or other document to the other party, this Agreement shall constitute and operate as such properly executed document. The County Appraiser, Assessor or Auditor, County Recorder, and any and all other public and private officials are authorized and directed to accept this Agreement, or a properly certified copy thereof, in lieu of the document regularly required for the conveyance or transfer.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals to this Agreement, this the 26 day of May, 2023, in the State of Georgia.

Tania Chandler  
Tania Chandler, Plaintiff

M. Chandler  
Melvin Chandler, Defendant

Sworn to and subscribed before

Sworn to and subscribed before

me this the 26 day of May, 2023.

me this the 22 day of MAY, 2023.

Karon Hoodrum

Clifton Elliott

Notary Public, Cherokee County, GA

Notary Public, Cobb County, GA

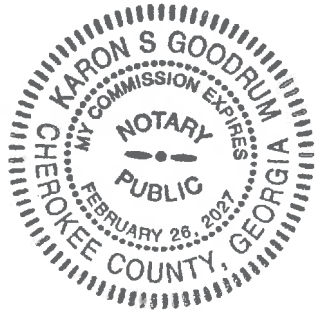
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CLIFTON ELLIOTT  
Notary Public - State of Georgia  
Cobb County  
My Commission Expires Oct 6, 2025

My commission expires: 2/26/2027

My commission expires: Oct 6 2025



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