

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

GREGORY B. FLEWELLEN,	§	
	§	
PETITIONER,	§	CIVIL ACTION FILE NO. 20-A-08556-5
	§	
vs.	§	
	§	
KESHIA M. FLEWELLEN,	§	
	§	
RESPONDENT.	§	

PARTIAL MARITAL SETTLEMENT AGREEMENT

Gregory B. Flewellen, ("Husband"), and Keshia M. Flewellen, ("Wife" collectively with "Husband" as "the parties") enter into the following Partial Settlement Agreement (the "Agreement").

WITNESSETH:

The parties were married on February 22, 2000, and said marriage still subsists.

There were (2) children born of the marriage to-wit: Ashley D. Flewellen, who was born in 2000 and who has reached the age of majority, and Gregory B. Flewellen, Jr., who was born in 2003 and has reached the age of majority.

Due to irreconcilable differences that have arisen between the parties, they have been living separate and apart and it is their intention to dissolve the marriage between them by entering into an agreement settling all issues between them on a full and final basis, including child support, alimony, equitable division of marital property, and all other rights, remedies, privileges and obligations which have arisen out of their marriage (the "Agreement") except as detailed below herein regarding attorney's fees. The parties agree that their future relations shall be governed by the terms of this Agreement and enter into this Agreement 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 mutual promises, covenants, agreements and terms contained herein, the parties voluntarily enter into the following Agreement:

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HUSBAND INITIAL HERE

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Minor Child

1. **Child Custody and Visitation** - As previously detailed herein, Gregory Flewellen, Jr., has reached the age of majority, and is now emancipated. As a result, any issues related to custody and parenting time are moot.
2. **Child Support** - Gregory Flewellen, Jr., has reached the age of majority, and is now emancipated. As a result, any issues related to child support are moot.

Alimony

3. **Alimony -**

In consideration of the length of the marriage and the significant difference in the respective personal incomes of the parties, beginning on June 1, 2022 Husband shall pay directly to Wife alimony for her support and maintenance for a total of one hundred and twenty (120) months. Beginning on June 1, 2022, Husband shall pay Wife periodic alimony in the amount of Two Thousand Dollars and Zero Cents (\$2,000.00) per month until the expiration of his alimony obligation (one hundred and twenty (120) months). Husband’s monthly alimony obligation shall be reduced by and subject to the payments received by Wife from the Defense Finance Accounting Service (DFAS) as detailed within this paragraph and below herein.

Within seven (7) days of receipt of her first direct payment from DFAS, as detailed in paragraph 7. below herein, Wife shall provide Husband a copy of documentation from DFAS detailing her monthly payment from Husband’s pension. Husband shall be permitted to deduct the amount of Wife’s direct pay from DFAS from his monthly Two Thousand Dollars and Zero Cents (\$2,000.00) alimony payment for the following month and every month thereafter. Each time DFAS adjusts Wife’s payment she shall provide Husband notice of the payment adjustment within seven (7) days and the following month Husband shall be permitted to adjust his alimony obligation to pay only the difference between Wife’s DFAS payment and Two Thousand Dollars and Zero Cents (\$2,000.00). For example, in the event that Wife receives a payment from DFAS in September 2022 in the amount of One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00), Husband’s alimony obligation to Wife would be Five Hundred Dollars and Zero Cents (\$500.00) beginning in October 2022. Husband’s obligation shall remain at that difference until any subsequent increase in Wife’s payment from DFAS.

Notwithstanding the foregoing, Husband’s obligation to pay alimony will end and he will be released from the obligation to pay any installment due or any substitute payment to be made, upon the occurrence of the of the following events:

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- (1) The death of Husband;
- (2) The death of Wife; or

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(3) The remarriage of Wife.

Health Insurance

4. Health Insurance -

Commencing with the entry of the Final Judgment, the parties will be responsible for their own health insurance policies, and each shall be responsible for their own health care expenses not covered by insurance.

Wife may also be eligible for TRICARE coverage following the entry of the Final Judgment in accordance with the 20/20/20 Rule or the 20/20/15 Rule under the Uniformed Services Former Spouse Protection Act. Wife shall be responsible for securing her continuing coverage, however Husband shall cooperate and complete any and all necessary paperwork and provide all information to aid Wife in enrolling and receiving this coverage.

In the event that Wife is eligible for lifetime coverage under the 20/20/20 Rule, Wife shall be permitted to establish eligibility as an “unremarried former spouse” and qualify for the coverage set forth by TRICARE and as governed by state and federal law. Wife shall be responsible for securing her continuing coverage; however, Husband shall update the Defense Enrollment Eligibility Reporting System (“DEERS”) regarding the divorce of the parties by providing a certified Final Decree, within five (5) days of the entry of the Final Decree. Husband shall also cooperate and complete any and all necessary paperwork and provide all information, including, but not limited to a DD Form 214 or Statement of Service from the applicable Service Personal Component, to aid Wife in establishing and receiving TRICARE coverage.

In the event that Wife is not eligible for lifetime coverage under the 20/20/20 Rule but is eligible for one (1) year of coverage under the 20/20/15 Rule and this coverage ends or in the event that Wife is not eligible for coverage under the 20/20/15 Rule, Wife may then apply for the Continued Health Care Benefit Program (hereinafter, “CHCBP”) which provides the same coverages as TRICARE for an eighteen (18) to thirty-six (36) month period upon TRICARE eligibility expiration. Wife shall be responsible for securing her continuing coverage, Husband shall cooperate and complete any and all necessary paperwork and provide all information to aid Wife in enrolling and receiving CHCBP coverage.

If Wife makes either of the above elections regarding continued coverage, her rights will be set forth by the program and the policy and as governed by state and federal law.

Real Estate

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5. *Marital Real Estate -*

The parties represent and warrant that they do not own any real property.

Retirement, Investment, and Bank Accounts

6. *Retirement Accounts -*

Husband warrants he has disclosed any interest, if any, he may have or that he has been offered by his employer or business, past or present, or reasonably expects to be offered by his employer, in a retirement plan of any kind, whether pension, profit-sharing, 401(k), IRA, annuity, SEP, or other type of retirement or deferred compensation plan.

Wife warrants she has disclosed any interest, if any, she may have or that she has been offered by her employer or business, past or present, or reasonably expects to be offered by her employer, in a retirement plan of any kind, whether pension, profit-sharing, 401(k), IRA, annuity, SEP or other type of retirement or deferred compensation plan.

Each party represents that the following identifies all of that party's retirement accounts. Each party further warrants and represents that there are no outstanding loans against any of that party's accounts listed below, and neither party will take any loans or otherwise withdraw any funds from their account(s) until after the other party receives his or her distribution.

- Wife has an unvested account with the Teachers Retirement System of Georgia (TRSGA)
- Husband has a Thrift Savings Plan (TSP)

As part of the equitable division of the parties' marital property, Wife shall receive fifty percent (50%) of the funds in Husband's TSP account with a valuation date of March 23, 2022, with an offset in the amount of \$11,590.46 which reflects the sum of Wife's retirement assets as of the valuation date. Husband's transfer to Wife shall be executed in accordance with a Retirement Benefits Court Order (RBCO). Husband shall be solely responsible for the costs and expenses associated with the drafting and preparation of the RBCO or any other orders necessary for the transfer of funds to Wife from his Thrift Savings Plan. Husband shall submit the RBCO to the Court for signature within thirty (30) days of the entry of the Final Judgment and Decree in this matter. Wife shall retain all interest in her TRSGA free and clear of any claim of interest by Husband as of the date the parties execute this Agreement.

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The parties additionally agree as follows related to the transfer of funds from Husband's Thrift Savings Plan (for purposes of this paragraph, also referred to as the "Plan"):

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- (1) **Establishment of Separate Accounts and Crediting of Interest and Investment Earnings or Losses:** The Wife's portion of the benefits described herein shall be segregated and separately maintained in an account(s) established on the Wife's behalf and shall be credited with any interest and investment and market income or losses attributable thereon from the Assignment Date, until the date of total distribution to the Wife. The Wife's accounts shall be initially established in the same ratio (fund mix percentage) as the Husband's accounts.
- (2) **Commencement Date and Form of Payment to Wife:** The Wife may elect to distribute and/or rollover the Wife's share of benefits awarded in this section as soon as administratively feasible following the date that a RBCO is approved by the Plan Administrator, or at the earliest date permitted under the terms of the Plan, if later. Benefits will be payable to the Wife in any form or permissible option otherwise available to Plan Employees and Alternate Payees under the terms of the Plan, including, but not limited to, a single lump-sum cash payment.
- (3) **Death of Alternate Payee:** In the event of the Wife's death prior to the Wife receiving the full amount of benefits called for under this Agreement and under the benefit option chosen by the Wife, the Wife's beneficiary(ies), as designated on the appropriate form provided by the Plan Administrator (or in the absence of a valid beneficiary election, the Wife's estate), shall receive the remainder of any unpaid benefits under the terms of a RBCO, to be entered nunc pro tunc to the date this Agreement, if necessary.
- (4) **Beneficiary Designation; Death of Husband:** From the execution of this Agreement until the time when a RBCO has been administered against the Husband's account, the Husband shall maintain the Wife as the Husband's designated beneficiary under the Plan to the extent of the Wife's award under this Agreement, and shall, upon request, supply the Wife with evidence that such designation is in place. After a RBCO pursuant to this Agreement has been administered, the Husband may remove the Wife as a beneficiary under the Plan. In the event that the Husband dies prior to the establishment of separate account(s) in the name of the Wife, the Wife shall be treated as the surviving spouse of the Husband for any survivor benefits payable under the Plan to the extent of the full amount of the Wife's benefits as called for under the terms of this Agreement and the associated RBCO. Should the Husband predecease the Wife after the new account(s) has/have been established on the Wife's behalf, the Husband's death shall in no way affect the Wife's right to the portion of benefits assigned in this section.

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- (5) **Inadvertent Payment(s) by Plan:** In the event that the Plan Trustee inadvertently pays to the Husband and/or the Wife any benefits that are assigned to the other party pursuant to the terms of this Agreement, the party receiving such benefits shall immediately return such payments to the Plan Administrator.
- (6) Notwithstanding anything contained herein to the contrary, in the event the Husband predeceases the Wife prior to the date that a RBCO is officially approved by the Plan Administrator, a RBCO or similar order shall be entered nunc pro tunc to the date of this Agreement.
- (7) **Actions by Parties:** Neither party shall take any actions, affirmative or otherwise, that can circumvent the terms and provisions of this section, or that could diminish or extinguish the rights and entitlements of the other party. Should either party take any action or inaction to the detriment of the other, then they shall be required to neutralize the effects of said actions.
- (8) **Additional Information:** To the extent that additional statements, plan documents, or any information is necessary to complete the transfer under this section, each party shall cooperate in providing such documents and information to the other party. Failure to provide such information shall constitute contempt.
- (9) **Continued Discovery:** In order to establish that the Wife has received her appropriate share of the account after administration of the RBCO, the Wife shall be entitled to copies of statements for Husband's account under the Plan from the Valuation Date through the date that Wife's assignment under this section is segregated from the Husband's account.

7. Military Retirement Pay -

The parties represent and acknowledge that Husband currently receives and is entitled to monthly Military Retirement Pay. As part of the equitable division of the parties' marital property, Wife shall receive fifty (50%) of Husband's disposable retirement pay in perpetuity and on a monthly basis. Wife shall receive this as a direct payment from DFAS.

Wife's entitlement shall be accomplished by way of a Military Retired Pay Division Order/Order for Division of Military Retirement Pay. Wife shall receive any cost of living (COLA) adjustments, and Husband shall designate Wife as the beneficiary of the Survivor Benefit Plan (SBP) associated with his Military Retirement Pay.

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Wife shall request direct payments from DFAS, with the understanding that her receipt of direct payment could take in excess of three months after the receipt of all paperwork

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MARITAL SETTLEMENT AGREEMENT

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GREGORY B. FLEWELLEN V KESHIA M. FLEWELLEN; SUPERIOR COURT OF GWINNETT COUNTY;

CAFN: 20-A-08556-5

by DFAS. The parties shall split the attorney's fees and costs associated with the preparation, approval process, and completion of a Military Retired Pay Division Order /Order for Division of Military Retirement Pay to be completed by Shewmaker & Shewmaker, LLC. The parties shall initiate this process within thirty (30) days of the execution of this Agreement. Husband shall provide proof of payment to Wife of the cost of the Military Retired Pay Division Order /Order for Division of Military Retirement Pay within five (5) days of execution of this Agreement and Wife shall reimburse Husband for fifty percent (50%) of the costs within thirty (30) days of the execution of this Agreement.

The Parties understand and agree as follows:

- (1) Husband was domiciled in Gwinnett County, Georgia and a resident of the state of Georgia for more than six months preceding the filing of the divorce by Husband.
- (2) Husband was domiciled in Columbus, Georgia which is in the territorial jurisdiction of the State of Georgia at the time of the execution of this Agreement.
- (3) Husband consented to the jurisdiction of Gwinnett County Superior Court.
- (4) Husband and Wife were married on February 22, 2000.
- (5) The parties were married for a period of ten or more years during which time Husband performed at least ten years of service creditable for retirement eligibility purposes. Husband served in the military for twenty (20) years, with nineteen (19) years and One Hundred and Forty Four (144) days of service. Husband and Wife were married for twenty (20) years of Husband's twenty (20) years in the military and the nineteen (19) years and One Hundred and Forty Four (144) days of service in the military.
- (6) Husband was not on active duty at the time of the execution of this Agreement and retired from reserve duty prior to the execution of this Agreement.

8. Investment Accounts and/or Stock -

Other than what has already been set forth in this Agreement, the parties warrant that they have no other investment or stock accounts subject to equitable division.

9. Bank Accounts -

As an equitable distribution of property, each party shall retain, free from any claim by the other, all bank accounts, savings accounts and other similar accounts in their individual names.

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MARITAL SETTLEMENT AGREEMENT
GREGORY B. FLEWELLEN V KESHIA M. FLEWELLEN; SUPERIOR COURT OF GWINNETT COUNTY;
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All joint banking and credit union accounts will be closed out within fourteen (14) days of the execution of this Agreement and any balances within those accounts shall be equally divided. If any joint accounts are later discovered, the parties shall execute any and all documents and take any actions necessary to close such newly discovered joint accounts.

Marital Debts

10. Marital Debts -

Except as otherwise provided for in this Agreement and except as set forth below, each party shall be responsible for all other indebtedness in their respective names. With the division of debt set forth below, the parties agree to not obtain additional credit in the name of either party, or increase the amount of any existing joint debt obligation, including lines of credit and credit cards currently in their joint names. The parties will make sure that any credit cards in their joint names will be changed so that they are in the individual names of the primary card holder. Within three (3) days of signing this Agreement, the parties shall each deliver to the other any credit cards in his or her possession for any accounts maintained in the other's name or for which the other party is responsible as identified above. In the event there is a joint charge account, all cards on that account shall be destroyed and the account closed.

Neither Husband nor Wife shall have any obligation for any debt incurred by the other that may be in existence at the time of execution of this Agreement except as is specifically provided for in this Agreement. Any such unspecified debt shall be paid by the party who incurred the debt.

The parties agree that Husband shall be solely responsible for the debt due to the Internal Revenue Service (IRS) in the approximate amount of \$15,427.25. Husband shall be responsible for and shall indemnify and hold Wife harmless from, including all claims, expenses, causes of action or liability of any nature whatsoever related to said IRS debt. The parties agree that Wife shall be solely responsible for the debt due to the Encore related to the parties' prior rental. The Encore debt is in collections in the approximate amount of \$1,186.00 as of August 19, 2022. Wife shall be responsible for and shall indemnify and hold Husband harmless from, including all claims, expenses, causes of action or liability of any nature whatsoever related to said Encore debt. Wife shall be responsible for the Peach Pass/Toll Violations in the amount of \$295.00 as of August 19, 2022.

With regard to all debts and obligations under this Agreement, each party represents and warrants he or she shall make timely payments on his or her obligations so as not to negatively affect the credit of the other. Both parties agree they shall indemnify and hold the other harmless for the financial responsibilities he or she has accepted under this Agreement. Said indemnification and hold harmless provisions shall include the

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defaulting party's paying the other party's reasonable and necessary attorney's fees and court costs for any contempt action or collection action necessary to enforce the terms of this Agreement.

Personal Property

11. Automobiles -

Each party shall retain the automobiles currently in their possession and be solely responsible for all debts, maintenance, repairs, insurance, registration, title, tags, ad valorem taxes, and other expenses associated with their respective automobiles. Husband is currently driving the 2016 Toyota 4 Runner and Wife is currently driving the 2016 Toyota Highlander and the Toyota Corolla. Each party shall have the other party's name removed from the title and registration as required within thirty (30) days of signing this Agreement or within thirty (30) days of the release of the lien on either vehicle subject to a loan. The parties will contact the insurance company to establish separate insurance policies on their respective vehicles within thirty (30) days of the signing of this Agreement.

The parties acknowledge that the 2016 Toyota Highlander is jointly titled; however, there is approximately one (1) year of payments remaining on the vehicle, which shall continue to be Wife's sole obligation. The car note associated with the 2016 Toyota Highlander has a current balance of \$1,484.94 along with late charges of \$74.25 as of August 19, 2022. Wife shall bring the past due balance current by October 1, 2022. Within thirty (30) days of this Agreement, Husband will sign a copy of tax form MV-16 so that Wife may transfer the car to her name after the divorce is complete. Wife shall also execute the tax form for Husband's vehicle. The parties expressly agree that as consideration for not requiring the refinancing of the automobile loan, Wife shall make timely payments every month so that Husband's credit is not impaired. Wife shall notify Husband once the automobile loan associated with the 2016 Toyota Highlander is paid full. Within seven (7) days of receiving the title, Husband shall transfer title of the 2016 Toyota Highlander to Wife by providing her with the signed original title. The transfer of ownership from Husband to Wife will be permanent, and irreversible. Should Wife incur any Peach Pass/toll violations prior to the execution of the MV-16 Form. Husband shall notify Wife and provide proof of same within seven (7) days of receipt. Wife shall pay the violation within seven (7) days of receiving proof of same from Husband; however, Wife is strongly discouraged from incurring any Peach Pass/ toll violations. Stockpiling of Peach Pass notices/toll violations shall not be permitted. Wife shall be responsible for the Peach Pass/Toll Violations in the amount of \$295.60 as of August 19, 2022. Wife was provided notice of the charges on August 12, 2022.

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12. Furniture, Furnishings and Other Personal Property -

Each of the parties shall hereinafter own, have and enjoy, independently of any claim or right of the other party all items of personal property (tangible and intangible) now or hereafter belonging to him or her and now or hereafter in his or her name, with full power to dispose of the same as fully and effectually as though he or she were unmarried. The parties do further mutually agree that all items of personal property have been divided to their mutual satisfaction and are in the possession of the party to whom they belong, and that such division is fair, equitable and final as between them. Contemporaneously with the execution of this Agreement, Husband hereby transfers, assigns and quitclaims to Wife any interest he may have in and to the furniture, furnishings, fixtures, and personalty located within Wife's residence Contemporaneously with the execution of this Agreement, Wife hereby transfers, assigns and quitclaims to Husband any interest she may have in and to the furniture, furnishings, fixtures, and personalty located within Husband' residence.

Taxes

13. Taxes -

a. Tax Filings:

The parties will file a separate tax return for the year 2022.

b. Indemnification:

The parties agree that, in the event either or both of them is audited by the federal or state government for a year during which they filed a joint return as a married couple, each will cooperate with the other, their respective accountants and counsel in such audit and shall timely provide records, documentation and appearances as required by the IRS or State Revenue Department. In the event the liability is directly attributable to the fault of one party, that party shall pay any resulting income taxes, penalties and interest assessments, together with the costs of reasonable attorney's fees, accountant's fees, or other expert fees incurred by the innocent party and the at-fault party shall indemnify and hold the other party harmless with respect to such liability.

In the event it is determined there is a tax liability that is not directly attributable to the fault of either party, the parties will cooperate and work together to minimize their tax liability and resolve the issue. Any tax liability will be split between the parties in direct proportion to the percentage of each party's income to the parties' total household income for that tax year.

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Any and all refunds that may be derived from an audit will be split between the parties in direct proportion to the percentage of each party's income to the parties' total household income for that tax year.

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

c. Tax Advice:

It is expressly understood by the parties that Meriwether and Tharp, LLC, and Terri Herron Law, do not hold themselves out as being experts in tax-related matters, have made no representations or recommendations based upon potential tax consequences, and have recommended the parties consult with tax specialists regarding any tax consequences in regards to this Agreement. By execution of this Agreement, the parties acknowledge such recommendation and confirm that, irrespective of whether he or she actually sought, accepted, or disregarded such advice, he or she is fully informed of and satisfied with the tax consequences that may affect him or her. Also, by signing this Agreement, the parties acknowledge and confirm that neither party has received or relied on any tax advice from either Meriwether and Tharp, LLC, or Terri Herron Law.

Miscellaneous Equitable Division

14. Construction of Equitable Division -

The parties acknowledge that the equitable division of marital property and the payment of marital and joint debts, if provided for in this Agreement, shall not be deductible or taxable for income tax purposes as being incident to a divorce. Each party acknowledges that, but for the payments provided here, the other party's financial independence would be impaired. Therefore, it is the parties' intention that if either party ever seeks bankruptcy protection, the amounts payable under this Agreement shall not be dischargeable in bankruptcy under 11 U.S.C. § 523(a)(5) as they are payments in the nature of spousal support and maintenance. The parties acknowledge and agree the equitable division of the parties' marital property conforms to a just and right standard, with due regard having been given to the rights and contributions of each party.

Attorneys' Fees and Expenses

15. Attorneys' Fees and Expenses -

^{DS} Both Parties shall submit to the Court their request for attorney's fees by letter ^{DS} brief/Motion for Attorney's Fees within fourteen (14) days of the execution of this ^{DS}

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MARITAL SETTLEMENT AGREEMENT

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GREGORY B. FLEWELLEN V KESHIA M. FLEWELLEN; SUPERIOR COURT OF GWINNETT COUNTY;

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Agreement. The Court shall include the ruling on the parties' respective fee requests within the Final Judgment and Decree in this matter. The payment of attorney's fees and costs of litigation shall be determined by the Order of this Court.

Additional Clauses (Future Relationship, Waivers, etc.)

16. *Freedom from Interference* - The parties mutually agree to live separate and apart at any residence of their choosing. Each party shall be free from the interference, harassment, authority and control, direct or indirect, by the other as if single and unmarried, except for any communication required by this Agreement. Each party may engage in any legal employment, business, or profession which he or she may deem advisable, subject to other provisions in this Agreement. Both parties agree that they shall not molest, harass, or interfere with the other whatsoever, nor shall either of them attempt to cohabit or dwell with the other.

17. *Enunciation of Certain Rights* - Except as provided herein, Husband and Wife each hereby waive any right at law or in equity to elect to take against any Last Will made by the other, including all rights of dower or courtesy, and hereby waives, renounces, and relinquishes unto the other, their respective heirs, executors, administrators and assigns, forever, all and every interest of any kind or character which either may now have or may hereafter acquire in or to any real personal property of the other, whether now owned or hereafter acquired by either. By executing this Agreement, both parties waive any legal right he or she may have to be appointed administrator of the estate of the other. The release of marital rights by the other is founded on mutuality of consideration independent of the equitable division of property provided for in this Agreement.

Husband and Wife shall each have the right to dispose of his or her property by will, or otherwise, in such manner as each may in his or her uncontrolled discretion deem proper, and neither one will claim any interest in the estate of the other, except to enforce any obligation imposed by this Agreement.

18. *Duty to Cooperate & Provide Further Assurances* - Each of the parties, from time to time, at the request of the other, shall execute, acknowledge and deliver to the other all further instruments/documents (and take such steps which may be reasonably required) necessary to give full force and effect to the provisions of this Agreement. If no time frame is provided, than such actions shall be taken within thirty (30) days from the effective date 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 force and effect, as shall be necessary to effectuate the terms of this Agreement.

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- 19. **Effective Date of Agreement** - Except as may otherwise be contained herein to the contrary, the effective date of this Agreement shall be the date it is fully executed by all parties to be charged hereunder.
- 20. **Binding Agreement** -The parties hereby agree to be bound by the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as a relinquishment by either party of the right to prosecute or defend any suit for divorce in any court of proper jurisdiction. Should either of the parties obtain a decree, judgment or order of separation or divorce in any other state, county or jurisdiction, each of the parties to this Agreement hereby consents and agrees that this Agreement and all of its covenants shall not be affected in any way. Unless otherwise stated in this Agreement or disallowed by law, the provisions of this Agreement shall be binding on each party's heirs and assigns.
- 21. **Incorporation of Agreement into Judgment** - A suit for divorce has been filed in the Superior Court of Gwinnett County. This Agreement shall be presented to the Court and incorporated by reference into a Final Judgment or decree of Divorce from such Court. Notwithstanding such incorporation, this Agreement shall survive and shall be enforceable independently of the Judgment or Decree.
- 22. **Voluntary Execution** - The parties acknowledge and represent that this Agreement is fair and reasonable under the circumstances and that it is not the result of any fraud, duress or undue influence exercised by either party or any third party upon either of them, and that each executes it voluntarily and of their own free will.

It is further specifically understood and agreed that the provisions of this Agreement relating to the equitable distribution of the parties' property are accepted by each party as a final settlement for all purposes whatsoever.

The parties further acknowledge and represent each has read this Agreement in its entirety and fully and completely understand each and every term and obligation in the Agreement.

- 23. **Independent Legal Representation** - Wife acknowledges she was represented by Lisa Marie Chambers and Janet Fashinasi of Meriwether & Tharp LLC and that she is fully satisfied with the services and performance of her attorneys and that all questions she has have been answered fully and satisfactorily. Husband acknowledges he was represented by Terri S. Herron of Terri Herron Law and that he is fully satisfied with the services and performance of his attorney and that all questions he has have been answered fully and satisfactorily.

- 24. **Waiver of Further Discovery** - The parties understand that they each have the right to obtain and take advantage of discovery tools available to litigants in a court proceeding including, but not necessarily limited to, interrogatories, depositions,

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requests to produce, an examination of the books and records of the other party, and the procurement of independent valuations of the assets possessed and/or controlled by the other, etc., prior to the execution of this Agreement. Each party expressly represents and agrees that he or she is sufficiently familiar with the income and assets of the other, related financial documents, and documents filed with the Court in this matter. The parties acknowledge that their respective attorneys have explained the advantages and disadvantages of waiving or utilizing the compulsory discovery process. The parties knowingly waive his or her right to further utilize the foregoing discovery tools for the purpose of settling their differences concerning the issues arising out of the marriage. EACH PARTY EXPRESSLY ACKNOWLEDGES THAT DISCOVERY IN THIS MATTER HAS NOT BEEN COMPLETED. The parties have disclosed to the other the full and complete nature and value of all of their presently constituted assets, liabilities and incomes for purposes of entering into this Agreement, which disclosures each covenants to be complete, accurate and true. The parties acknowledge and agree that each party has relied upon the full and accurate disclose by the other with regard to the entire assets and estate of the parties and that such reliance constitutes consideration for entering into this Agreement.

25. ***Right to Trial*** - The parties acknowledge that each has been informed by their respective counsel of the right to have a court of competent jurisdiction determine all issues arising from the marriage and that if this was done, perhaps, a different result would have been obtained. Each party voluntarily and knowingly waives this right to trial, and accepts the terms of this Agreement as being final, complete and binding as to all said issues arising from the marriage, except attorney's fees.
26. ***Strict Performance*** - The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed to be a waiver or any subsequent default or breach of this Agreement.
27. ***Time is of the Essence***: Time is of the essence in regard to the obligations of the parties in this Agreement.
28. ***Mutual Release*** - Except as may be contained herein to the contrary, each party hereby releases and discharges, and by this Agreement does for himself or herself, and his or her legal heirs, representatives, executors, administrators, and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or in equity, in which either party ever had or now has against the other, except for any and all causes of action for dissolution of marriage and/or post-judgment enforcement applications to a court of competent jurisdiction.

29. ***Entire Understanding*** - Except for the issue of attorney's fees, which shall be addressed as detailed in paragraph 14 of this Agreement, this Agreement contains

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HUSBAND INITIAL HERE

MARITAL SETTLEMENT AGREEMENT

GREGORY B. FLEWELLEN V KESHIA M. FLEWELLEN; SUPERIOR COURT OF GWINNETT COUNTY;

CAFN: 20-A-08556-5

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WIFE INITIAL HERE

the entire understanding of the parties and supersedes any and all agreements previously made by them. There are no representations, warranties, covenants or undertakings other than those as expressly set forth herein. The parties represent and acknowledge that there have been no collusive agreements whatsoever made either orally or in writing, or any representations made by one party to the other with respect to the obtaining of a decree dissolving the parties' marriage, or with respect to restraining or inhibiting the other from contesting or litigating any pending or future matrimonial cause of action for divorce or compliance application incident to the enforcement of the terms of this Agreement.

30. **Modification or Waiver** - A modification or waiver of any of the provisions of this Agreement shall be effective when and only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
31. **Situs** - This Agreement shall be governed in accordance with the laws of the State of Georgia, exclusive of conflicts of law principles. Additionally, the drafting of this Agreement by the attorney for either party shall have no bearing on the interpretation of same.
32. **Communication of Information** - As long as any provision contained herein remains unfulfilled, the parties agree to keep the other informed of his or her residence, email address, and telephone number or such other place as he or she may readily receive communications.
33. **Severability** - This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provisions of this Agreement, or the application thereof to any person, firm, company or other legal entity or circumstance shall, for any reason and to any extent, be invalid and unenforceable, the remainder of this Agreement and the application of said provision to other persons, firms, companies or other entities or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

DS
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HUSBAND INITIAL HERE

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KF

WIFE INITIAL HERE

34. Parties' Signatures -

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year written next to their respective names. Signed, Sealed and Delivered in the Presence of:

AS TO WIFE

DocuSigned by:
Keshia Flewellen
99ED4046AEED421

DATED: 9/7/2022

Keshia M. Flewellen

AS TO HUSBAND

DocuSigned by:
Gregory B. Flewellen
AA093807A0DA46B...

DATED: 9/7/2022

Gregory B. Flewellen

DS
GF

HUSBAND INITIAL HERE

DS
KF

WIFE INITIAL HERE