

IN THE SUPERIOR COURT OF CARROLL COUNTY

STATE OF GEORGIA

  
Alan Lee, Clerk  
Carroll County, Georgia

MARKISHA BARFIELD,  
Plaintiff.

CIVIL ACTION FILE NO.:

v.

SUCV2021000137

KAREEN R. BARFIELD,  
Defendant.

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**FINAL ORDER PLAINTIFF'S MOTION TO ENFORCE AGREEMENT**

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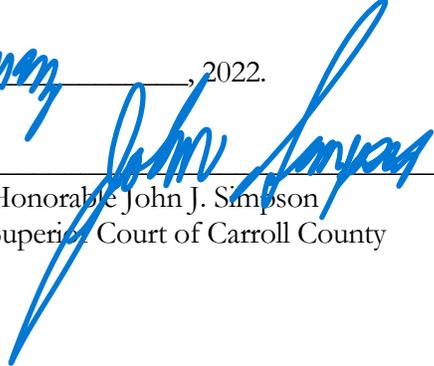
This matter having come before the Court on February 2, 2022 for a scheduled hearing, on Plaintiff's Motion to Enforce Agreement. Present for court was Plaintiff, Markisha Barfield represented by Attorney Brittany Nicole Young; and Defendant, Karen R. Barfield who represented himself prose. The Court having heard argument from the Plaintiff's attorney, testimony and argument from the Defendant and review of the file hereby GRANTS Plaintiff's Motion to Enforce.

The Court finds that based on the evidence presented and the exhibits attached that the parties did reach a full agreement. The Court hereby adopts the Final Settlement Agreement, Parenting Plan and Child Support Addendum with accompanying worksheet attached hereto as Exhibit A, B and C respectively.

Plaintiff requested attorneys' fees in the amount of \$3,390.00 under on OCGA 9-15-14(b). The court may access reasonable and necessary attorney's fees and expenses of litigation in any civil action, upon the motion of any party or the court itself, if it finds that an attorney or party brought or defended an action, or any part thereof, that lacked substantial justification or that the action, or any part thereof was interposed for delay or harassment, or if it finds that an attorney or party unnecessarily expanded the proceeding by other improper conduct under OCGA 9-15-14. Plaintiff incurred attorney's fees in the amount \$3,390.00 drafting the motion, preparing, and attending the hearing to enforce the agreement reached between the parties. The court finds that this motion and hearing were not necessary. The parties reached a full agreement, which was documented in an email between counsel. The Court finds that such fees are related to and necessary for preparing and attending the hearing, and they are usual and customary in the field and for an attorney of her standing, are reasonable, and are specifically related to the sanctionable conduct. Said fees shall be tendered to counsel for the Plaintiff, Brittany Nicole Young

of Bardley McKnight Law LLC, located at 12461 Veterans Memorial Hwy, Douglasville, Georgia 30134, on or before April 3, 2022. The funds tendered by Defendant shall be certified and shall be made payable to Bardley McKnight Law LLC.

IT IS SO ORDERED, this 24 day of February, 2022.

  
\_\_\_\_\_  
Honorable John J. Simpson  
Superior Court of Carroll County

PREPARED BY:

/s/Brittany Nicole Young  
BRITTANY NICOLE YOUNG, ESQ.  
BARDLEY MCKNIGHT LAW, LLC.  
Georgia Bar No. 734507  
*Attorney for Plaintiff*  
12461 Veterans Memorial Hwy  
Suite 470  
Douglasville, Georgia 30134  
Phone: (470) 308-5409  
[bnyoung@bardleymcknightlaw.com](mailto:bnyoung@bardleymcknightlaw.com)

PRESENTED TO:

KAREEN R. BARFIELD  
PRO SE DEFENDANT  
429 Flowery Branch Court  
Villa Rica, Georgia 30180  
Karenbarfield77@gmail.com

IN THE SUPERIOR COURT OF CARROLL COUNTY

STATE OF GEORGIA

MARKISHA BARFIELD,  
Plaintiff.

v.

KAREEN R. BARFIELD,  
Defendant.

CIVIL ACTION FILE NO.:

SUCV2021000137

**SETTLEMENT AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between, **MARKISHA BARFIELD**, hereinafter referred to as the "Wife", "Mother" or "Plaintiff" and **KAREEN R. BARFIELD**, hereinafter referred to as the "Husband", "Father" or "Defendant", as follows:

**WITNESSETH**

**WHEREAS** The Parties were married or about *March 21, 2009* and separated on or about *January 11, 2020*. The Parties agree that the separation was by virtue of a mutual agreement;

**WHEREAS**, the parties hereto are Husband and Wife, now living in a bona fide state of separation;

**WHEREAS**, there is three (3) minor children of issue of said marriage, to-wit: BRIANNA BARFIELD, female child, born in 2006, BISHOP BARFIELD, a male child, born in 2007 and BIANCA BARFIELD, female, born in 2007 (hereinafter referred to as the "minor children"); and

**WHEREAS**, in view of their intention to live separate and apart from each other, the parties hereto are desirous of settling all questions between them, including, but not limited to, alimony, maintenance, division of real and personal property, division of debts, and all other claims each may have against the other, and have agreed upon terms and conditions for settlement of such matters and for the other matters hereinafter recited in this Agreement; and

**WHEREAS**, the parties hereto have been fully, separately and independently apprised and advised of their respective legal rights, remedies, privileges, and obligations arising out of the marriage relation and otherwise, or having waived the right thereto, and each having in addition thereto, made independent inquiry and investigation with respect to all of the same, and each having been fully informed of the other's assets, property, holdings, income and prospects, or having waived such right; and

**WHEREAS**, the parties hereto each warrant and represent to the other that they, and each of them, fully understand all the terms, covenants, conditions, provisions and obligations incumbent upon each of them by virtue of this Agreement to be performed or contemplated by each of them hereunder, and each believes the same to be fair, reasonable and to his and her respective individual best interest; and

Markisha Barfield v. Kareen R. Barfield  
*Final Settlement Agreement*  
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Husband's Initials \_\_\_\_\_

Wife's Initials \_\_\_\_\_

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

**NOW THEREFORE**, in consideration of the mutual promises and benefits to be obtained by each of the parties hereto and other good and valuable consideration; receipt whereof is hereby acknowledged, as set out below:

**WHEREAS**, each party is acting freely and voluntarily, under no compulsion or duress, and in consideration of the present income, earning capacity, and financial circumstances of each of the parties, and having fully disclosed all assets and liabilities; and

**NOW THEREFORE**, in consideration of the mutual promises and benefits to be obtained by each of the parties hereto and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree to compromise and settle all issues between them except for the issue of divorce, and do hereby agree as follows:

### **1. SEPARATE LIVES AND NON-INTERFERENCE**

The parties agree that the marriage is irretrievably broken and there is no hope for reconciliation and desire that the Court **GRANT** both parties a total divorce, that is to say, a divorce *a vinculo matrimonii*, between the parties to the above stated case upon legal principles. It shall be considered, ordered, and decreed by the Court that the marriage contract heretofore entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectively as if no such contract had ever been made or entered into. Wife and Husband in the future shall be held and considered as separate and distinct persons altogether unconnected by any nuptial union or civil contract whatsoever, and both shall have the right to remarry.

Each party agrees and is hereby enjoined and restrained from doing, or attempting to do, or threatening to do, directly or indirectly, any act that injures, maltreats, vilifies, intimidates, defaming, molests, or harasses the other party or the child of the parties.

### **2. ALIMONY**

Husband shall pay Nine Hundred and no/100 Dollars (\$900.00) in alimony beginning the first month that Wife moves out of the marital residence. Said payments shall continue to be made for 36 months, or wife's death or remarriage whichever first occurs.

### **3. EQUITABLE DIVISION OF MARITAL PROPERTY**

The Parties acknowledge that each is informed on the principles of equitable division of property and have endeavored to provide for a fair and reasonable division of all of their marital assets in this Agreement. Accordingly, the Parties have agreed to a division of all of their bank accounts, investment accounts, real property, personal property, household furniture, furnishings and any and other forms of property as provided

below. Unless expressly provided for to the contrary in this Agreement, neither Party shall claim any property in the possession of the other Party following the date of execution of this Agreement.

After due discussion and consideration, Husband now warrants and agrees that he is fully satisfied with all aspects of the property division, allocation or settlement contained in the within Agreement.

Similarly, after due discussion and consideration, Wife now warrants and agrees that she is fully satisfied with all aspects of the property division, allocation or settlement contained in the within Agreement.

The Parties agree that any indicated transfers are pursuant to a division of their equitable interest in the property.

Except as otherwise provided in this Agreement, the Parties have divided their household furniture, furnishings and personal belongings, and neither Party shall claim any property in the possession of the other Party on the date of signing this Agreement. The Parties shall keep his or her own vehicle, jewelry, clothing, papers, and other personal property and/or belongings.

**(A) MARITAL RESIDENCE:**

The parties acknowledge that they own real property located 429 Flowery Branch Court, Villa Rica, Georgia 30180 (“Marital Residence”). The parties further acknowledge that the Marital Residence is titled in husband and that the mortgage encumbering the Marital Residence is in Husband’s name.

Wife is entitled to half (50%) of the equity of the marital residence. Wife’s portion of the equity shall be defined as half (1/2) of the Refinance appraisal, less the then outstanding mortgage balance. Neither party shall further encumber the property. The cost of the appraisal shall come off the top before determining the wife’s (1/2) of the net equity. Husband shall provide proof to Wife that he has been approved for a refinance and can take out her portion of the equity, on or before January 15, 2022.

In the event Husband can’t refinance or provide proof by January 15, 2022, the parties agree that the Marital Residence shall be placed on the market for sale January 16, 2022, with a licensed real estate agent; and shall remain listed until sold, closed upon, and delivered into the hands of a bonafide purchaser. Any communication provided for herein shall be conducted via email.

The parties shall discuss and attempt to agree on a real estate listing agent to sell the Marital Residence. In the event that the parties cannot agree on a real estate listing agent, then Wife shall give Husband the names of three (3) real estate agents and Husband shall choose one (1) within five (5) days of receiving the three (3) names from Wife. If Husband fails to choose a real estate listing agent, then Wife shall choose.

The initial listing agent shall remain the listing agent through the duration of the sale of the Marital Residence, unless the parties mutually agree in writing to the contrary and mutually select an alternate listing agent. The parties shall make every effort to sell the Marital Residence as soon as possible after being actively listed on the market. Both parties shall fully cooperate and attempt to mutually agree upon all decisions necessary to

facilitate the sale of the Marital Residence, such as: the list price, reductions in the sale price, contract terms, counter-offers, and the final contract sales price, terms and conditions, etc. In the event the parties cannot reach a mutual decision on any such issue, then the listing real estate agent shall have the right to make any such tie-breaking, final, and binding decisions.

The Husband shall be responsible to pay all repair and maintenance expenses which are reasonable and necessary to list, market, and sell the Marital Residence, until it is sold.

Repairs and maintenance shall only be considered as those repairs and maintenance items that are reasonable and necessary to list, market, and sell the residence. In the event the parties cannot reach a mutual decision upon any repair or maintenance item as being reasonable and necessary to list, market, and sell the marital residence, then the listing real estate agent shall have the right to make any such tie-breaking, final, and binding decisions.

Net proceeds shall be defined as the amount remaining after payment of the total remaining balance due for the existing secured indebtedness/mortgage, real estate commissions, taxes, closing costs, and all other costs or expenses incurred in connection with the closing of the sale of said residence (“Net Proceeds”). Upon the closing of the sale of said Marital Residence, the Net Proceeds shall be equally divided between the parties so that each party shall receive one-half (1/2) or fifty-percent (50%) of same, as equitable division of property. Net Proceeds shall be further defined as the same as “cash to seller” as commonly shown on the HUD Form 1. The parties shall request that the closing attorney issue two (2) separate checks payable to each party individually. If that cannot be accomplished, and the check is made out to the parties jointly, then they shall fully cooperate to ensure each party received his or her one-half (1/2) or fifty-percent (50%) as quickly as possible. Both parties shall have the right to attend the closing, and both shall fully cooperate with the closing attorney and the listing real estate agent to accomplish the closing of the listing, marketing, and sale of the Marital Residence. Both parties shall execute all instruments or documents necessary to convey title and shall provide the closing attorney with all appropriate records, receipts, and other documentation necessary to prepare the distribution of the sales proceeds at closing.

Neither party shall obtain or grant any additional deeds to secure debt, (other than the existing mortgage), conveying to any lender or other creditor, any interest in and to the Marital Residence; and neither party shall use the Marital Residence as collateral or security for any loan or liability. In the event any creditor of either party obtains any lien against the Marital Residence, then that party shall cause said lien to be removed *instanter* and that party shall be fully responsible for the liability giving rise to said lien, so that said lien shall not reduce the amount of the Net Proceeds which would otherwise accrue to the other party.

The parties acknowledge that they are both currently residing in the Marital Residence. The parties shall maintain the Marital Residence in “market condition” as that term is meant by the listing agent then listing

the Marital Residence. Both parties shall take all steps and execute all documents required to provide reasonable access to the Marital Residence to any and all potential buyers and/or interested agents.

Until such time as the closing of the sale of the Marital Residence or upon Wife vacating the marital residence, the parties agree that they will maintain the financial status quo, which shall include but not be limited to the Husband paying the mortgage, utilities, car insurance for both cars, routine house maintenance, and the oldest daughter's cell phone. The Wife shall continue to deposit the \$450.00 that she has been putting in the joint account for the family expense. Each party shall be entitled to copies and access to any bills/statements for utilities and mortgage for the Marital Residence.

Any escrow refunds that are received by the parties shall split (50/50) amongst the parties and shall be paid to each party. Proof of the total amount of any escrow refund shall be provided to both parties. If one party receives the entire escrow refund, then that party shall transfer the appropriate amount to the other party within ten (10) days.

**(B) VEHICLES AND MISCELLANEOUS PROPERTY:**

Husband and Wife agree that the **Wife** shall maintain permanent and exclusive use and possession of the vehicle that is in *her* possession. Wife shall hold the Husband harmless and be solely responsible for the debt, taxes, insurance, maintenance, repairs, costs, and expenses associated with said vehicle and indemnify husband where necessary, provided however that as a status quo expense, the Husband shall continue to pay the Wife's car insurance until such time as the alimony and child support payments begin.

Husband and Wife agree that the **Husband** shall maintain permanent and exclusive use and possession of the vehicle that is in *his* possession. Husband shall hold the Wife harmless and be solely responsible for the debt, taxes, insurance, maintenance, repairs, costs, and expenses associated with said vehicle and indemnify Wife where necessary.

Husband and Wife agree to sign the title over to the other spouse where necessary (for vehicles that are paid off) PRIOR to the final divorce decree being signed by the Honorable Superior Court Judge to prevent any unnecessary payment of taxes.

**(C) PERSONAL PROPERTY**

Except as more fully set forth herein 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 not specifically mentioned in this Agreement have been divided to their mutual satisfaction and are in the possession of the party to whom they belong, and that such division, together with the division set forth in this Agreement is fair, equitable, and final as between them. Wife shall be entitled

to exclusive use and possession of any items in the marital residence she desires. The items that Wife does not remove from the Marital residence shall belong exclusively to the Husband.

All personal property owned by Husband before the marriage remains in possession of Husband. All personal property gifted to Husband during the marriage remains in the possession of Husband. All personal property owned by Wife before the marriage remains in possession of Wife. All personal property gifted to Wife during the marriage remains in the possession of Wife. Accordingly, each party accepts the same in lieu of and in full and final settlement and satisfaction of any and all claims or rights that either party may now or hereafter have against each other party for his or her property settlement. Except for what is expressly set out herein, each of the parties do hereby waive and renounce any and all further claims that each might have against the other and they do each hereby quitclaim and release all property titled in the name of or in the possession of the other and not specifically dealt with in the Agreement.

#### **4. BANK ACCOUNTS**

Without impacting the retirement/pension provisions of this agreement, Husband shall retain all interest, free and clear of any claims from Wife in and to any insurance bank accounts, money market accounts, investment or security accounts of every nature owned and maintained by Husband, individually not otherwise listed herein on the date of execution this Agreement.

Without impacting the retirement/pension provisions of this agreement, Wife shall retain all interest, free and clear of any claims from Husband in and to any insurance, bank accounts, money market accounts, investment or security accounts of every nature owned and maintained by Wife, individually not otherwise listed herein on the date of execution this Agreement.

The Parties agree that any and all other joint accounts shall be split equally (50/50) at the time the Wife vacates the marital residence.

(a) The parties agree that the children's account shall remain the children's. Neither parent can convert the same to their own use and they shall provide transparency to the other parent.

#### **5. NON-MARITAL PROPERTY**

The Parties agree that all property of any kind that is the separate, non-marital property of Husband or Wife is not subject to equitable division by the Parties.

Moreover, all property, real and personal, received or retained by either Party under this Agreement not specifically mentioned herein, is and shall remain the separate property of the Party receiving or retaining that property and that property shall be free from any claim by the other or his or her estate.

Unless specifically provided to the contrary in this Agreement, each Party shall have as his/her sole property any belongings that he/she brought into the marriage. The Parties agree that there is no dispute between them as to the identity of any item of separate property that belongs to either of them.

Neither Party shall make any claim to any property that is in the possession of the other as of the date of execution of this Agreement unless such claim is specifically stated herein. Neither Party shall make any claim to any real or personal property purchased by the other Party following the execution of this Agreement unless specifically provided to the contrary herein.

## 6. RETIREMENT AND INVESTMENT ACCOUNTS

Retirement and/or investments accounts include, but are not limited to all IRA, pension, 401k, 403B, deferred compensation, deferred benefits, stocks, bonds, money market, mutual funds, thrift, thrift savings, federal or military retirement/pension, or any financial, retirement, or investment accounts whatsoever, of any and all nature.

Husband has an interest in one retirement plan: a 401K plan with Fiserv (hereinafter "Husband's retirement account") with an approximate balance of \$112,000.00. Husband warrants that said account is his only retirement account. Wife has a Thrift Savings Plan which contains a Traditional 401K and a Roth IRA (hereinafter "Wife's TSP account") with an approximate balance of \$42,864.00. Wife warrants that said TSP is her only retirement account.

As an equitable division of marital property, the parties agree to equalize all retirement accounts. Each party shall receive 50% of the total amount of the retirement accounts, with a valuation date as of the date of distribution. Each shall provide the other appropriate statements with account balances. In order to equalize, the Husband shall transfer Wife's share (the differential) into her retirement account. Husband shall transfer to Wife approximately \$34,568.00 to her retirement account, the actual amount may be higher or lower. The parties shall split the cost of a QDRO. Said QDRO shall be initiated within 30 days of the Final Judgment and Decree of Divorce.

Husband and Wife agree to keep the retirement accounts in their own names. Unless specifically stated herein.

Wife waives any rights or claims that she may have on the Husband's retirement accounts. Husband shall not be obligated to pay, share, or disburse any monies from his retirement accounts to Wife now or in the future. All investments and retirement accounts currently held in the name of the Husband shall vest solely in the Husband. Unless specifically stated herein.

Husband waives any rights or claims that he may have on the Wife's retirement accounts. Wife shall not be obligated to pay, share, or disburse any monies from her retirement accounts to Husband now or in the future. All investments and retirement accounts currently held in the name of the Wife shall vest solely in the Wife. Unless specifically stated herein.

Both Parties intend for this to be an express waiver. Neither party shall stake any claim to the other person's retirement and/or investment accounts now or in the future. Both parties waive any and all rights to

make any claims against the other party' assets now or in the future. Unless specifically stated herein.

## 7. INDEBTEDNESS

Except as otherwise provided herein, each party shall be solely responsible and liable for any and all lines of credit, credit card debts, and other liabilities and debts in his or her respective name, and each shall indemnify and hold harmless the other on any and all such liabilities and debts. Husband and Wife shall not at any time hereafter 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.

The parties hereby represent to one another there are no joint credit cards or any other joint liabilities except those specifically set forth here in this settlement agreement. Any and all joint credit cards that currently have no outstanding liabilities shall be closed immediately.

## 8. INSURANCE AND EXPENSES FOR THE CHILDREN

### A. Health Insurance Husband and Wife

Husband and Wife hereby acknowledge that he or she shall be responsible for his or her own health insurance and medical bills.

### B. Health Insurance for Minor Children

The Mother is currently providing health insurance for the minor child. The parties will split all uncovered medical expenses 75/25. Father shall be responsible for 75% and Mother shall be responsible for 25%. The party incurring the expense shall be responsible to submit all receipts and invoices for medical services rendered to the non-incurring party within thirty (30) days of payment, and the non-incurring party shall then reimburse the incurring party for all such receipts or invoices within thirty (30) days of request for reimbursement. The party incurring such an expense shall provide all receipts and records necessary for the opposite party to make necessary claims on insurance and both parties shall at all times have the most current insurance information and documentation, including but not limited to, policies and cards.

### C. Life Insurance for the benefit of the Minor Children

The Father shall maintain a life insurance policy in the amount of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for the benefit of the minor children. The Father shall name the Mother as the irrevocable beneficiary of the life insurance policy until all of the children of the parties reach the age of majority or become emancipated. At that time, Father's obligation to maintain life insurance shall cease. The Father shall provide evidence of his life insurance policy to Mother on or before January 15<sup>th</sup> of each and every year the policy is in full force and effect and that the beneficiary is properly designated.

In the event Father fails to maintain the required life insurance on his life or if said insurance is not paid to Mother, then Mother shall have a claim against the Father's estate for the difference between the insurance required to be maintained and the amount of insurance actually in force and received at the time of

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Husband's Initials \_\_\_\_\_

Wife's Initials \_\_\_\_\_

the Father's death. This claim shall constitute a first charge against the assets of the Father's estate, equal in priority to any rights for a year's support for any widow or other minor child of the Father who may exist at that time, and the executors, administrators, trustees, and other personal representative of the Father's estate are hereby directed to pay such sums to the Mother prior to payment of any other creditor or beneficiary of the estate, notwithstanding any contrary provision in the Father's Last Will and Testament.

The Mother shall maintain a life insurance policy in the amount of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for the benefit of the minor child. The Mother shall name the Father as the irrevocable beneficiary of the policy until all of the children of the parties reach the age of majority or become emancipated. At that time, Mother's obligation to maintain life insurance shall cease. The Mother shall provide evidence of his life insurance policy to Father on or before January 15<sup>th</sup> of each and every year the policy is in full force and effect and that the beneficiary is properly designated.

In the event Mother fails to maintain the required life insurance on his life or if said insurance is not paid to Father, then Father shall have a claim against the Mother's estate for the difference between the insurance required to be maintained and the amount of insurance actually in force and received at the time of the Mother's death. This claim shall constitute a first charge against the assets of the Mother's estate, equal in priority to any rights for a year's support for any widow or other minor child of the mother who may exist at that time, and the executors, administrators, trustees, and other personal representative of the Mother's estate are hereby directed to pay such sums to the Father prior to payment of any other creditor or beneficiary of the estate, notwithstanding any contrary provision in the Father's Last Will and Testament.

D. Extracurricular Activities for the Minor Children

The Parties shall split all expenses for the minor child's extracurricular activities 50/50.

**9. TAXES**

The Parties warrant that they do not owe any back taxes jointly. Each party shall be solely responsible for his or her own back taxes and shall hold the other party harmless and shall indemnify him or her. Wife shall NOT be responsible for any back taxes owed by the Husband. Husband shall NOT be responsible for any back taxes owed by the Wife.

The parties will file separate tax returns for 2021 and continuing each year thereafter.

**10. CUSTODY AND PARENTING PLAN**

Pursuant to O.C.G.A. § 19-9-1 the parties have entered into a complete and detailed Parenting Plan. Said Parenting Plan is filed contemporaneously with this Agreement.

**11. CHILD SUPPORT**

The current amount of child support has been negotiated between the parties based upon the current

incomes and financial conditions of each respective party and the factors set out in the Georgia Child Support Guidelines O.C.G.A. §19-6-15. The gross monthly income of the Father is \$12,724.33. The gross monthly income of the Mother is \$4,312.73. The Father shall pay TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$2,200.00) commencing on the first month after the Marital Residence is sold, Father shall make the first payment and all additional payments shall be made on the 1<sup>st</sup> of every month and continuing each month thereafter. Pursuant to the statute a Child Support Addendum and Child Support Worksheets are incorporated herein and filed contemporaneously with this Agreement. The child support shall continue until the Minor Child reaches the age of eighteen (18) years of age, dies, marries, or otherwise becomes emancipated, except that if the child become 18 years of age while enrolled in and attending secondary school on a full-time basis, then such support shall continue until that child completes secondary school, provided that such support shall not be required after the child attains twenty (20) years of age.

#### **12. ATTORNEY REPRESENTATION**

The parties acknowledge that they are entering into this Settlement Agreement freely and voluntarily and under no compulsion or duress; that each is mentally competent; that they have read each page of the Agreement carefully before signing same; that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein. It is expressly understood that each party has had an opportunity to have the Settlement Agreement reviewed by an attorney of his or her choosing. Both parties acknowledge and understand that Wife is represented by Brittany Nicole Young, Esq., Melaniece Bardley McKnight, Esq. and Bardley McKnight Law LLC. Wife acknowledges that she has been duly apprised of her legal rights, and that all the provisions hereof, as well as the questions pertaining thereto, have been fully and satisfactorily explained to her. She has given due consideration to such provisions and questions, and she clearly understands and assents to all of the provisions hereof. Wife is satisfied with the advice and representation she received from her attorney.

Husband acknowledges and agrees that Wife's attorney did not in any manner advise or represent the interests of the Husband in this matter. Husband further acknowledges that Wife's attorney advised him to review the same with his own counsel.

#### **13. ATTORNEY'S FEES**

The parties agree that Husband shall reimburse Wife half of her attorney's fees, in the amount of Five Thousand and No/100 cents (\$5,000.00). Husband shall pay this out of his share of the equity of the marital residence either from the sale of the home or the refinance.

#### **14. MODIFICATION**

This instrument constitutes and embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein. With respect to the subject matter hereof,

this Agreement supersedes all previous communications, agreements or representations, oral or written, between the Parties. No modification or waiver of the terms of this Agreement shall be made without the express written consent of the other Party hereto.

#### **15. SETTLEMENT**

- A. The Husband accepts the terms and conditions of this Agreement in full settlement and final satisfaction of any and all claims, demands, actions or causes of actions which he may now have or hereafter have or acquire against the Wife for any claim against the Wife except, of course, the Wife's obligations under the terms and provisions of this Agreement.
- B. The Wife accepts the terms and conditions of this Agreement in full settlement and final satisfaction of any and all claims, demands, actions or causes of actions which she may now have or hereafter have or acquire against the Husband for any claim against the Husband except, of course, the Husband's obligations under the terms and provisions of this Agreement.
- C. The Parties acknowledge that they are settling this matter without resorting to the full employment of their rights under the Georgia Civil Practice Act to conduct formal discovery investigation and analysis of the assets, liabilities and income of each other. Each Party knowingly and voluntarily chooses to forego such discovery and accept the provisions of this Agreement on the basis of information acquired informally, without formal discovery.

#### **16. VOLUNTARINESS OF AGREEMENT**

The Parties acknowledge that they have entered into this Agreement freely and voluntarily and that it is not the result of any duress or any undue influence. The Parties understand that the Parties do not have to enter into this Agreement, that the Parties have the right to trial before a judge or jury on all issues that could be raised in this action. The Parties also understand that the Parties have the right to certain discovery procedures that may disclose other income or assets of the other Party.

The Parties have agreed to enter into this Agreement based on the knowledge of the income and assets of the Parties. The Parties have not asked their attorneys to conduct any further discovery to learn of other income or assets. After considering all of this, the Parties have decided to enter into this Agreement freely and voluntarily.

#### **17. EFFECT OF DIVORCE**

Both Parties understand that this Agreement does not require them to continue to live separately or to proceed with an action for divorce. However, if either Party maintains an action for divorce, this Agreement shall be presented to the court and incorporated by reference into any judgment concerning the matters covered by the Agreement. Even if it becomes part of a divorce judgment, this Agreement shall survive and can be enforced separately from the judgment of divorce.

## 18. ACKNOWLEDGEMENTS, WARRANTIES AND REPRESENTATIONS

Each Party hereto acknowledges warrants and represents that he or she has:

- A. Read this Agreement in its entirety and fully understands each and every term and provision hereof;
- B. Executed this Agreement freely and voluntarily without the interference, duress or coercion of anyone whomsoever;
- C. Fully understands the facts and circumstances surrounding the other Party hereto and determined for himself or herself that the terms and provisions hereof are reasonably fair and adequate;
- D. Fully understands his or her legal rights, duties, responsibilities and obligations concerning the aforesaid marriage, the other Party hereto, and any and all matters encompassed by this Agreement; and
- E. Been afforded the opportunity to consult with an attorney of his or her own choice prior to the execution of this Agreement.
- F. Fully understands that Brittany Nicole Young, *Esq and Bardley McKnight Law LLC* has not advised either Party as to any tax or financial matters, and that each Party has had the opportunity to consult with a tax and financial professional of his or her own choice prior to the execution of this Agreement regarding federal, state, income taxes, estate and gift tax implications or effects of this agreement. *The Parties have* been advised to seek professional tax advice concerning the tax consequences of this agreement.

## 19. DISCLOSURE

The Parties to this action represent and warrant that they have made a full and fair disclosure to each other of all of their respective property interest, real or personal and of any nature whatsoever and that such property so disclosed is subject to no mortgages, pledge, lien, charge, security interest, encumbrance or any restriction except those which are disclosed herein in this Agreement. Each Party further represents and warrants that they have not made any gift of any of said property without the prior consent of the other Party in this Agreement.

In the event an asset acquired during the marriage prior to the signing of this agreement are discovered subsequent to the Divorce the parties agree to split said asset 50/50.

## 20. MISCELLANEOUS

- A. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.
- B. The failure of either Party hereto to enforce at any time any of the terms and provisions of this Agreement, or to require, at any time, performance by the other Party hereto of any of the provisions or terms hereof, shall in no way be construed to be a waiver of any such terms or provisions nor in any way to affect the

validity of the Agreement or any part thereof, or the right of either Party to thereafter enforce any such terms and provisions.

- C. Any notice to be given concerning this Agreement shall be given in writing and shall be sent by registered or certified mail to the Party to be notified at his or her address. If either Party hereafter changes his or her address, notice thereof shall be given as provided herein and thereafter any notices hereunder shall be sent to such new address; provided, however, if either Party changes his or her address and fails to so notify the other Party hereto of such change, notice sent to the address specified hereinabove shall be deemed to be good and sufficient notice.
- D. Any erasures, interlineations, strikeovers, insertions and additions hereto were noted and approved by the Parties prior to execution and delivery hereof.
- E. All paragraph headings appearing herein are intended to facilitate reference to the terms and provisions hereof and are not in any manner to be deemed to affect the construction or meaning of any term or provision.
- F. This Agreement shall be subject to, governed by, and construed in accordance with the laws of the State of Georgia.
- G. Each Party hereto shall, at any time and from time to time, at the request of the other Party hereto, execute, acknowledge and deliver any instrument, transfer or conveyance which may be necessary or proper to carry out the terms and provisions of this Agreement.
- H. Both Parties agree to sign all documents necessary to carry out the terms of this agreement.
- I. Both Parties agree to provide the other with any tax documents, ownership titles, payment information, or other documents or information necessary to execute this Agreement within 10 days of receiving the request for said information from the other Party in writing whereas email adequately constitutes written notice.
- J. Bankruptcy: In the event that a petition for bankruptcy shall hereafter be filed by either Party prior to the payment in full of all debts and obligations including those apportioned in this Order, then all payments required hereunder, including without limitation, payment of debts incurred during the marriage, shall be regarded as being in nature of spousal support and maintenance for the benefit of the other Party, and shall be non-dischargeable in bankruptcy. Both Parties agree to indemnify and hold harmless the other from any loss or liability whatsoever occurring as a result of any debt set forth herein which either Party has agreed to pay.

## 21. NONTAXABLE TRANSFERS

Wife and Husband have acquired during the course of the marriage assets which they intend to equitably divide in the manner and form hereinafter set forth. All transfers contained herein are done so with

the intention of making tax-free transfers of marital assets as contemplated by the Tax Reform Act of 1984, as amended. Specifically, the parties agree that the transfers will be transfers “incident to a divorce” and therefore non-taxable.

**22. COMPLETENESS OF AGREEMENT**

This Agreement constitutes the entire understanding of the Parties. There are no representations or promises other than those expressly included in this Agreement.

\*\*\*\*\*SIGNATURES TO FOLLOW\*\*\*\*\*

Signed, sealed and delivered on the day first above, written.

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Father’s Signature

---

Mother’s Signature

Husband’s Initials \_\_\_\_\_

Wife’s Initials \_\_\_\_\_

IN THE SUPERIOR COURT OF CARROLL COUNTY

STATE OF GEORGIA

MARKISHA BARFIELD,  
Plaintiff.

v.

KAREEN R. BARFIELD,  
Defendant.

CIVIL ACTION FILE NO.:

SUCV2021000137

**PARENTING PLAN**

( X ) The parties have agreed to the terms of this plan and this information has been furnished by both parties to meet the requirements of OCGA Section 19-9-1. The parties agree on the terms of the plan and affirm the accuracy of the information provided, as shown by their signatures at the end of this order.

( ) This plan has been prepared by the judge.

This plan (X) is a new plan.

( ) modifies an existing Parenting Plan dated\_\_\_\_\_.

( ) modifies an existing Order dated\_\_\_\_\_.

Child's Name	Year of Birth
BRIANNA BARFIELD	2006
BISHOP BARFIELD	2007
BIANCA BARFIELD	2007

I. Custody and Decision Making:

**A. Legal Custody shall be (choose one:)**

- ( ) with the Mother
- ( ) with the Father
- (x) Joint

**B. Primary Physical Custodian**

For each of the children named below the primary physical custodian shall be:

BRIANNA BARFIELD	d/o/b:	<input checked="" type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
BISHOP BARFIELD	d/o/b:	<input checked="" type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
BIANCA BARFIELD	d/o/b:	<input checked="" type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	d/o/b:	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint
	d/o/b:	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input type="checkbox"/> Joint

WHERE JOINT PHYSICAL CUSTODY IS CHOSEN BY THE PARENTS OR ORDERED BY THE COURT, A DETAILED PLAN OF THE LIVING ARRANGEMENTS OF THE CHILD(REN) SHALL BE ATTACHED AND MADE A PART OF THIS PARENTING PLAN.

**C. Day-To-Day Decisions**

Each parent shall make decisions regarding the day-to-day care of a child while the child is residing with that parent, including any emergency decisions affecting the health or safety of a child.

**D. Major Decisions**

Major decisions regarding each child shall be made as follows:

- Educational decisions  mother  father  joint
- Non-emergency health care  mother  father  joint
- Religious upbringing  mother  father  joint
- Extracurricular activities  mother  father  joint
- \_\_\_\_\_  mother  father  joint
- \_\_\_\_\_  mother  father  joint

**E. Disagreements**

Where parents have elected joint decision making in Section I.D above, please explain how any disagreements in decision-making will be resolved.

Father shall have final decision-making authority as to Extracurricular activities and Religious upbringing.

Mother shall have final decision-making authority as to Education and Non-emergency healthcare.

**II. Parenting Time/Visitation Schedules**

**A. Parenting Time/Visitation**

Father shall have parenting time with the minor children during the 1<sup>st</sup>, 3<sup>rd</sup> and alternating 5<sup>th</sup> weekend of each month. The first weekend shall be defined as the weekend containing the first Friday of the month.

The weekends shall be defined as Thursday (pick up from school or extracurricular activity) to Sunday (at 7:00 p.m.). In the event the children are not in school or an extracurricular activity, then Father shall pick the minor children up from Mother’s residence at 5:00 p.m.

In addition to his weekend parenting time, Father shall have an overnight visit during the off week. Father shall have parenting time on Thursday (pick up from school or extracurricular activity) until Friday (drop off at school). In the event the children are not in school or an extracurricular activity, then Father shall pick the minor children up from Mother’s residence at 5:00 p.m. and/or drop them off at Mother’s residence at 5:00 p.m.

**B. Major Holidays and Vacation Periods**

<b>HOLIDAY</b>	<b>ODD-NUMBERED YEARS</b>	<b>EVEN-NUMBERED YEARS</b>
<b><u>MLK Day Weekend</u></b> (from release of school the day school is recessed for MLK Day weekend until Monday MLK Day at 7:00 p.m.)	Father	Mother
<b><u>Spring Break Week</u></b> (from release of school on the day school is recessed for Spring Break until 7:00 p.m. the day before school reconvenes after Spring Break)	Mother	Father
<b><u>Easter Weekend</u></b> (from release of school the day school is recessed for Easter weekend until 7:00 p.m. the day before school reconvenes from Easter Weekend). If Easter falls during the minor child’s Spring Break, the parent with Spring Break will also have Easter Weekend.	Father	Mother
<b><u>Mother’s Day Weekend</u></b> (from release of school the day school is recessed for Mother’s Day weekend until 7:00 p.m. Sunday Mother’s Day)	Mother	Mother
<b><u>Memorial Day Weekend</u></b> (from release of school the day school is recessed for Memorial Day weekend until 7:00 p.m. on Monday Memorial Day)	Mother	Father

<b>HOLIDAY</b>	<b>ODD-NUMBERED YEARS</b>	<b>EVEN-NUMBERED YEARS</b>
<b><u>Father's Day Weekend</u></b> (from 6:00 p.m. the day school is recessed for Father's Day weekend until 7:00 p.m. Sunday Father's Day)	Father	Father
<b><u>Labor Day Weekend</u></b> (from 6:00 p.m. the day school is recessed for Labor Day weekend until 7:00 p.m. Monday Labor Day)	Father	Mother
<b><u>Fall Break (if applicable)</u></b> (from release of school on the day school is recessed for Fall Break until 7:00 p.m. the evening before school reconvenes from Fall Break.)	Mother	Father
<b><u>Thanksgiving Break</u></b> (from release of school the day school is recessed for Thanksgiving Break until 7:00 p.m. the evening before school reconvenes from Thanksgiving Break.)	Father	Mother
<b><u>Christmas Break Part 1</u></b> (from 6:00 p.m. the day school is recessed for Christmas Break until 1:00 p.m. on the midway point of the Holiday)	Mother	Father
<b><u>Christmas Break Part 2</u></b> (from 1:00 p.m. the midway point of the Holiday until the day before school reconvenes after Christmas Break at 7:00 p.m.)	Father	Mother

### **C. Summer**

The Father shall have parenting time with the children beginning June 1 at 9:00 a.m. until July 1 at 9:00 a.m.. The Mother shall have parenting time with the children beginning on July 1 at 9:00 a.m. until August 1 at 9:00 a.m.

### **D. Start and end dates for holiday visitation**

For the purposes of this parenting plan, the holiday will start and end as follows (choose one):

- ( ) Holidays that fall on Friday will include the following Saturday and Sunday  
 (X) Holidays that fall on Monday will include the preceding Saturday and Sunday ( ) Other: \_\_\_\_\_

### **E. Coordination of Parenting Schedules**

Check if applicable:

The holiday parenting time/visitation schedule takes precedence over the regular parenting time/visitation schedule.

When the child(ren) is/are with a parent for an extended parenting time/visitation period (such as summer), the other parent shall be entitled to visit with the child(ren) during the extended period, as follows:

\_\_\_\_\_  
\_\_\_\_\_

#### **F. Transportation Arrangements**

For visitation, the place of meeting for the exchange of the child(ren) shall be:  
At the children's school or Mother's residence.

\_\_\_\_\_  
\_\_\_\_\_

The Father will be responsible for transportation of the child at the beginning of visitation.

The Father will be responsible for transportation of the child at the conclusion of visitation.

Transportation costs, if any, will be allocated as follows: Father shall incur any costs.

\_\_\_\_\_  
\_\_\_\_\_

Other provisions: \_\_\_\_\_

#### **G. Contacting the child**

When the child or children are in the physical custody of one parent, the other parent will have the right to contact the child or children as follows:

Telephone

Other: \_\_\_\_\_

Limitations on contact:

\_\_\_\_\_

#### **H. Supervision of Parenting Time (if applicable)**

Check here if Applicable

Supervised parenting time shall apply during the day-to-day schedule as follows:

Place: \_\_\_\_\_

Person/Organization supervising: \_\_\_\_\_

Responsibility for cost:        () mother () father () both equally

**I. Miscellaneous Provisions**

- Each parent shall promptly notify the other parent of a change of address, phone number or cell phone number. A parent changing residence must give at least 30 days notice of the change and provide the full address of the new residence.
- Father shall pay for the oldest daughter’s cell phone. Mother shall pay for the twins cellphones.
- Each parent shall ensure projects, homework, other school assignment due are completed during their parenting time.
- Father shall pay for the oldest daughter’s cell phone. Mother shall pay for the twins’ cellphones.
- The parties agree to fully cooperate and split the cost 50/50 for the minor children to obtain/renew their passports.
- Mother will maintain possession of the passports until they are requested by Father for travel. Mother agrees to give the Father the minor children’s passports upon his request for the children’s passports.
- Each parent shall give the other parent 48 hours advance notice for all out of country travel with the minor children.
- Each parent shall give the other fourteen (14) days advance notice for out of county travel with the minor children

**III. Access to Records and Information**

**Rights of the Parents**

Absent agreement to limitations or court ordered limitations, pursuant to O.C.G.A. § 19-9-1 (b) (1) (D), both parents are entitled to access to all of the child(ren)’s records and information, including, but not limited to, education, health, extracurricular activities, and religious communications. Designation as a non-custodial parent does not affect a parent’s right to equal access to these records.

Limitations on access rights: \_\_\_\_\_

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Other Information Sharing Provisions:

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**IV. Modification of Plan or Disagreements**

Parties may, by mutual agreement, vary the parenting time/visitation; however, such agreement shall not be a binding court order. Custody shall only be modified by court order.

Should the parents disagree about this parenting plan or wish to modify it, they must make a good faith effort to resolve the issue between them.

**V. Special Considerations**

Please attach an addendum detailing any special circumstances of which the Court should be aware (e.g., health issues, educational issues, etc.)

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**VI. Parents' Consent**

Please review the following and initial:

1. We recognize that a close and continuing parent-child relationship and continuity in the child's life is in the child's best interest.

Mother's Initials: \_\_\_\_\_ Father's Initials: \_\_\_\_\_

2. We recognize that our child's needs will change and grow as the child matures; we have made a good faith effort to take these changing needs into account so that the need for future modifications to the parenting plan are minimized.

Mother's Initials: \_\_\_\_\_ Father's Initials: \_\_\_\_\_

3. We recognize that the parent with physical custody will make the day-to-day decisions and emergency decisions while the child is residing with such parent.

Mother's Initials: \_\_\_\_\_ Father's Initials: \_\_\_\_\_

( ) We knowingly and voluntarily agree on the terms of this Parenting Plan. Each of us affirms that the information we have provided in this Plan is true and correct.

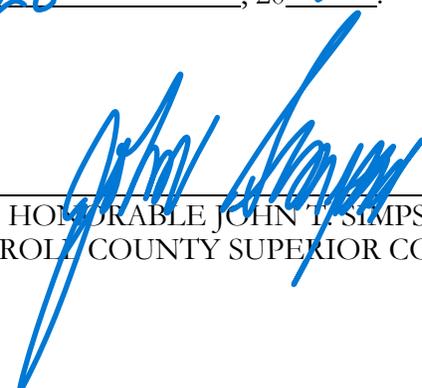
\_\_\_\_\_  
Father's Signature

\_\_\_\_\_  
Mother's Signature

**ORDER**

The Court has reviewed the foregoing Parenting Plan, and it is hereby made the order of this Court.

This Order entered on February 28, 2022.

  
\_\_\_\_\_  
THE HONORABLE JOHN T. SIMPSON  
CARROLL COUNTY SUPERIOR COURT

IN THE SUPERIOR COURT OF CARROLL COUNTY

STATE OF GEORGIA

MARKISHA BARFIELD,  
Plaintiff.

v.

KAREEN R. BARFIELD,  
Defendant.

CIVIL ACTION FILE NO.:

SUCV2021000137

**CHILD SUPPORT ADDENDUM**

- The parties have agreed to the terms of this Order and this information has been furnished by both parties to meet the requirements of O.C.G.A. § 19-6-15. The parties agree on the terms of the Order and affirm the accuracy of the information provided, as shown by their signatures at the end of this addendum.
- This addendum includes findings of fact and conclusions of law and fact made by the Court in compliance with O.C.G.A. § 19-6-15.

**Application of Child Support Guidelines.** The statutory requirements of O.C.G.A. § 19-6-15 have been applied in reaching the amount of child support provided under the Final Order in this action. The specifics are as follows:

1. **Gross Income** – Father’s gross monthly income (before taxes) is Twelve Thousand Seventy Hundred Twenty-Four Dollars and 33/100 Cents (\$12,724.33); Mother’s gross monthly income (before taxes) is Four Thousand Three Hundred Twelve Dollars and Seventy-Three Cents (\$4,312.73).
2. **Number of Children** – The number of children for whom support is being provided under this Order is Three (3).
3. **Attachments** – The *Child Support Worksheets and Schedule E* are attached and made part of this Addendum, along with any other applicable schedules.
4. **Child Support Addendum** – Father shall pay to Mother, for the support of the minor children, the sum of Two Thousand Two Hundred Dollars and no/100 cents (2,200.00) per month, beginning the month that Mother vacates the marital residence or the month Mother receives her share of the equity from the refinance or sale of the marital residence, whichever first occurs.

5. **Duration of Child Support**

- (a) **Beyond Age 18 for High School** – The child support shall continue monthly until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated; provided that if a child becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the child

support shall continue for the child **through the month when** the child has graduated from secondary school or **through the month when** the child reaches twenty years of age, whichever occurs first.

**(b) Stops at Age 18** – The child support shall continue monthly until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated.

**(c) Until Further Order** – This is not a final order, so the child support shall continue until further order of this Court.

**(d) Until Specific Date** – The child support shall continue monthly until \_\_\_\_\_.

#### 6. Deviation from Presumptive Amount

**No Deviation** – It has been determined that none of the deviations allowed under O.C.G.A. § 19-6-15 applies in this case, as shown by the attached *Schedule E*. The amount of support in Paragraph 4 above is the Presumptive Amount of Child Support shown on the attached *Child Support Worksheet*.

**Deviation** – It has been determined that one or more of the deviations allowed under O.C.G.A. § 19-6-15 applies in this case, as shown by the attached *Schedule E*. The Presumptive Amount of Child Support that would have been required under O.C.G.A. § 19-6-15 if the deviations had not been applied is \_\_\_\_\_ per month, as shown on the attached *Child Support Worksheet*. The attached *Schedule E* explains the reasons for the deviation, how the application of the guidelines would be unjust or inappropriate considering the relative ability of each parent to provide support, and how the best interests of the children who are the subject of this child support determination are served by deviation from the presumptive amount of child support.

7. Split Parenting – This case does not involve Split Parenting.

#### 8. Health, Dental & Vision Insurance for Children

(a) **Insurance available** – The following insurance for the children involved in this action is available at a reasonable cost to Mother through that parent's employer:

Health (medical, mental health and hospitalization)  Dental  Vision

So long as it remains available to that parent, Mother shall maintain the types of insurance checked above for the benefit of the minor child, until the child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated; except that if the child becomes eighteen years old while enrolled in and attending a secondary school on a full-time basis, then the insurance shall be continued for the child **until the month when** the child has graduated from secondary school or **through the month the child reaches** twenty years of age, whichever occurs first.

(1) The parent who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other parent in submitting claims under the policy.

(2) All money received by one of the parties for claims processed under the insurance policy shall be paid within thirty (30) days after the party receives the money, to the other party (if that other party paid the applicable health care service provider) or to the applicable health care provider (if the provider has not been paid by one of the parties).

9. Uninsured Health Care Expenses – Father shall pay Seventy-Five Percent (75%) and Mother shall pay Twenty-Five Percent (25%) of all expenses incurred for the child's health care (including medical,

dental, mental health, hospital and vision care) that are not covered by insurance. The party who incurs a health care expense for the child shall provide verification of the amount to the other party. The other party shall reimburse the incurring party for the appropriate percentage of the expense, within thirty (30) days after receiving the verification of a particular health care expense has been paid.

10. **Extracurricular Expenses** – Father shall pay Fifty Percent (50%) and Mother shall pay Fifty Percent (50%) of all expenses incurred for the child’s extracurricular activities. Father’s Fifty Percent (50%). The party who incurs an extracurricular expense for the child shall provide verification of the amount to the other party. The other party shall reimburse the incurring party for the appropriate percentage of the expense, within thirty (30) days after receiving the verification of a particular extracurricular expense has been paid.

11. **Parenting Time Amounts** – The approximate number of days of parenting time per year according to the visitation order is 90 days for Father and 275 days for Mother.

12. **Social Security Benefits**

(a) **Not Received** – The children do not receive Title II Social Security benefits under the account of the parent ordered to pay child support.

(b) **Received** – The children receive Title II Social Security Benefits under the account of the parent ordered to pay child support. The benefits received by the children shall be counted as child support payments, and shall be applied against the final child support order to be paid by the parent.

(1) If the amount of benefits received is less than the amount of support ordered, the obligor shall pay the amount exceeding the Social Security benefit.

(2) If the amount of benefits received is equal to or more than the amount of support ordered, the obligor’s responsibility is met and no further support shall be paid.

(3) Any Title II benefits received for the children’s benefit shall be retained by the custodial parent or nonparent custodian for the children’s benefit, and it shall not be used as a reason for decreasing the final child support order or reducing arrearages.

13. **Modification**

(a) **Not Modification Action** – This is an initial determination of child support, not a modification action.

(b) **Support Not Modified** – This action is a modification action, but the order does not modify the amount of child support that was previously ordered for these children. The date of the initial support order concerning this child support case was \_\_\_\_\_.

(c) **Support Amount Modified** – The Order modifies the amount of child support that was previously ordered for these children. The basis for modification is:

- (1) Substantial change in the income and financial status of Father;
- (2) Substantial change in the income and financial status of Mother;
- (3) Substantial change in the needs of the Children;
- (4) The noncustodial parent failed to exercise visitation provided under the prior order;
- (5) The noncustodial parent has exercised more visitation than was provided in the prior order.

The date of the initial support Order concerning this child support case was: \_\_\_\_\_.

14. **Continuing Garnishment for Child Support** – Whenever, in violation of the terms of the Order, there shall have been a failure to make the support payments so that the amount unpaid is equal to or

greater than the amount payable for one month, the payments required to be made may also be collected by the process of continuing garnishment for support.

**15. Income Deduction Order**

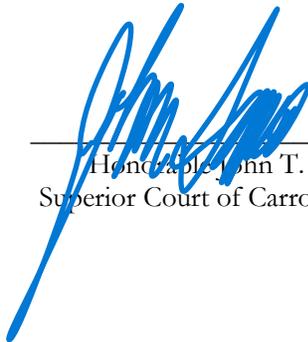
(a) An *Income Deduction Order* shall be entered by the Court, under O.C.G.A. § 19-6-32, for payment of the child support. The *Income Deduction Order* shall take effect:

- (1) immediately upon entry by the Court.
- (2) upon accrual of a delinquency equal to one month's support. The *Income Deduction Order* may be enforced by serving a "Notice of Delinquency," as provided in O.C.G.A. § 19-6-32(f).
- (b) The parties agree that an *Income Deduction Order* is not immediately necessary.
- (c) The Court finds that there is a good cause not to require income deduction, having determined that income deduction will not serve the children's best interests and that there has been sufficient proof of timely payment of any previously ordered support.

**ORDER**

The Court has reviewed the foregoing *Child Support Addendum*, and it is hereby made the Order of this Court.

This Order entered on February 28, 2022.

  
\_\_\_\_\_  
Honorable John T. Simpson  
Superior Court of Carrol County

**GEORGIA CHILD SUPPORT WORKSHEET  
SUPERIOR COURT OF CARROLL COUNTY  
STATE OF GEORGIA**

MARKISHA BARFIELD  
PLAINTIFF  
vs.  
KAREEN R. BARFIELD  
DEFENDANT

Civil Action Case No.: SUCV2021000137  
DHS/DCSS Case No.:  
Comments For Court:  
|  
|

Type of Action: Initial Action Initial Order Date

CHILD NAME	YR OF BIRTH	STATUS	CHILD NAME	YR OF BIRTH	STATUS
01. Brianna Barfield	2006	Included	02. Bianca Barfield	2007	Included
03. Bishop Barfield	2007	Included			

Number of Included Children: 3 Noncustodial Parent: KAREEN R. BARFIELD  
Submitted By: Nonparent Custodian:

	KAREEN R. BARFIELD	MARKISHA BARFIELD	Total
1. Monthly Gross Income	\$12,724.33	\$4,321.73	\$17,046.06
2. Monthly Adjusted Income	\$12,724.33	\$4,321.73	\$17,046.06
3. Pro Rata Shares of Combined Income	74.65%	25.35%	100.00%
4. Basic Child Support Obligation (from the Table)			\$2,747.00
5. Pro rata shares of Basic Child Support Obligation	\$2,050.64	\$696.36	
6. Adjustment for Work Related Child Care and Health Insurance Expenses	\$149.30	\$50.70	
7. Adjusted Child Support Obligation	\$2,199.94	\$747.06	
8. Adjustment for Additional Expenses Paid		\$200.00	
9. Presumptive Amount of Child Support	\$2,199.94	\$547.06	
<b>The Amount on Line 9 is the Presumptive Child Support Amount</b>			
10. Deviations From Presumptive Child Support Amount:			
11. Subtotal	\$2,199.94	\$547.06	
12. Social Security Payments to Children (excludes Supplemental Security Income (SSI))			
13. Final Monthly Child Support Amount (rounded to whole number)	\$2,200.00	\$547.00	
<b>The Amount on Line 13 is the Final Child Support Amount</b>			
14. Percentages for each parent for future Uninsured Health Expenses			

**Schedules**

A Gross Income  
B Adjusted Income  
C Not in use  
D Additional Expenses  
E Deviations From Presumptive Amount

**Attached**

**Not Applicable**

MARKISHA BARFIELD v. KAREEN R. BARFIELD

**CHILD SUPPORT SCHEDULE A  
GROSS INCOME**

Schedule A - All amounts/data that display on Schedule A were entered using the Online Child Support Calculator and can only be changed by selecting the button "Open This Worksheet." All income on Schedule A is in monthly amounts. The totals from Line 24 of this schedule will display on Line 1 of the Worksheet.	KAREEN R. BARFIELD	MARKISHA BARFIELD	Combined
1. Salary and Wages (Will not include means-tested public assistance, such as TANF or food stamps)	\$12,724.33	\$4,321.73	
24. TOTAL GROSS MONTHLY INCOME Total will automatically display here, Line 1 of Worksheet and Line 1 of Schedule B	\$12,724.33	\$4,321.73	\$17,046.06

**CHILD SUPPORT SCHEDULE D  
HEALTH INSURANCE & WORK RELATED CHILD CARE**

Schedule D - All amounts/data that display on Schedule D were entered using the Online Child Support Calculator and can only be changed by selecting the button "Open This Worksheet." Annual amounts entered convert to monthly sums used in calculations. Totals from Line 3 will display on Line 8 of the Worksheet. Totals from Line 5 will display on Line 6 of the Worksheet.		KAREEN R. BARFIELD	MARKISHA BARFIELD	Nonparent Custodian	Combined
1.	Work Related Child Care expenses necessary for a parent's employment, education or vocational training. Includes monthly average amounts paid by each parent (or nonparent custodian) for children included in this action				
2.	Health Insurance Premiums paid for the children. Includes monthly amounts paid (or that will be paid) by each Parent or Nonparent Custodian for health insurance		\$200.00		\$200.00
3.	Total Monthly Additional Expenses. (Line 1 plus Line 2)		\$200.00		\$200.00
4.	Pro Rata Share of parent's income. (From Child Support Worksheet Line 3)	74.65%	25.35%		100.00%
5.	Pro Rata Share of Additional Expenses. (Amount in the Combined column, Line 3, multiplied by the percentages on Line 4. Results display on Line 6 of the Worksheet)	\$149.30	\$50.70		\$200.00