

ATLANTA DIVORCE MEDIATION SERVICES, LLC.
5828 Glenridge Drive, Bldg. 3, Ste. 101C, Atlanta, Georgia 30328

MEMORANDUM OF UNDERSTANDING BETWEEN
KAIHAN OMAR AND MICHELLE OMAR

Date: May 17, 2021

The contents of this document contain summaries of statements made during mediation and are confidential and cannot be used for any purpose other than the formulation of a settlement agreement.

BACKGROUND

Kaihan Omar and Michelle Omar have agreed to end their marriage. They have sought resolution to the terms of their divorce through mediation. Their differences were mediated by Dr. Jeri Breiner, who at no time served as legal or mental health adviser to either of them in any manner. Each has been advised to retain legal counsel to effectuate the decisions they have made herein.

The factual information in this Memorandum of Understanding has been furnished by Kaihan Omar, hereinafter referred to as Kaihan, and Michelle Omar, hereinafter referred to as Michelle, and is assumed to be correct. Both parties believe that the agreement recorded in this Memorandum is fair and equitable. They also agree to submit this Memorandum of Understanding to the Superior Court, Gwinnett County, Georgia and to request that the Superior Court accept it. They understand that at any time they may have this Memorandum of Understanding reviewed by independent counsel before proceeding to their divorce hearing.

Michelle and Kaihan were married on July 15, 1995 in British Columbia, Canada. This was the first marriage for both. Michelle resided in the marital residence located at 2661 Abbington Drive, Snellville, Georgia in Gwinnett County until April 30, 2021. As of May 1, 2021 Michelle is leasing a residence at 282 N Clarendon Ave, Scottdale, Georgia. Kaihan was residing at a residence located at 1088 Cherokee Heights, Stone Mountain, Georgia in Dekalb County., but moved back to the Abbington Drive residence once Michelle had moved.

CHILDREN

Michelle and Kaihan have no minor children. They have four children that are college age.

EMPLOYMENT

Michelle began employment as a cleaner for Dwell at the end of 2020 where she earned a total gross salary of One Thousand, Five Hundred and Ninety-Four (\$1,594.00) dollars. For 2021, Michelle’s expected annual is Thirteen Thousand, Two Hundred and Fifty-Three (\$13,245.40) dollars. Michelle also volunteers as a Doula but receives no income for this. In addition, Michelle has worked for SEND International where she earned Nine Thousand, Eight Hundred and Sixty-Four (\$9,864.48) dollars in 2020. Her position at SEND ended on February 28th. In addition, Michelle has just begun to work for Great Commission and expects that she shall earn an approximate annual income of Twelve Thousand (\$12,000.00) dollars. Thus, her total gross annual income for 2020 was Eleven Thousand, Four Hundred and Fifty-Eight (\$11,458.00) dollars. As of May 2021, any rental income Kaihan was receiving from the jointly owned marital residence located at 20844 Greenmont Avenue, SW, Bend, Oregon shall go to Michelle. She plans to use this income for maintenance and due property taxes for this residence. Thus, her total expected annual income for 2021 will be Twenty-Five Thousand, Two Hundred and Fifty-Three (\$25,253.00) dollars.

Kaihan is employed as a day laborer at 7 Pillars Construction where he earned a gross annual income of Three Thousand, Six Hundred (\$3,600.00) dollars in 2020. In 2021, it is expected that his gross annual income shall continue at the same amount of Three Thousand, Six Hundred (\$3,600.00) dollars a year. In addition, Kaihan worked for SEND International in 2020, where he earned an annual gross income of Sixty-Eight Thousand, Nine Hundred and Thirty-Three (\$68,933.04) dollars. Kaihan’s position was terminated on February 28th and he earned a gross annual income in 2021 of Five Thousand, Five Hundred and Seventy (\$5,571.14) dollars. Kaihan also received rental income from a jointly owned marital residence located at 20844 Greenmont Avenue, SW, Bend, Oregon, in the amount of Eleven Thousand, Seven Hundred (\$11,700.00) dollars. As of May 2021 the income from this property shall cease. Kaihan also has a ministry called Interlit Foundation where he has an expected annual income of Forty-Three Thousand, Three Hundred and Thirty-Three (\$43,333.00) dollars for 2021. In addition, Kaihan also works as a driver for Lyft which began in 2021 and his expected annual income shall be Six Thousand (\$6,000.00) dollars. Thus, his total gross annual income for 2020 was Eighty-Nine Thousand, Six Hundred and Thirty-Three (\$89,633.04) dollars. His expected gross annual income for 2021 shall be Fifty-Three Thousand, Five Hundred and Thirty (\$53,530.00) dollars.

MARITAL RESIDENCE

Michelle and Kaihan have a marital residence located at 2661 Abbington Drive, Snellville, Georgia in Gwinnett County. The residence was purchased in May 2015 for One Hundred and Fifty-One Thousand (\$151,000.00) dollars. The property has a private mortgage with Dale Huff in both of their names. There is a remaining balance of approximately Thirty Thousand (\$30,000.00) dollars at this time.

Wife’s Initials MO Husband’s Initials KO

They agree that the market value of their property is Three Hundred Thousand (\$300,000.00) dollars. The equity value of the residence is approximately Two Hundred and Seventy Thousand (\$270,000.00) dollars. Michelle and Kaihan agreed that Michelle could remain in the residence until the end of April 2021. She continued to cover the mortgage and all related utilities until she moved-out. As of May 1, 2021 Kaihan shall be responsible for payment of the mortgage and all related costs for the marital residence at that time and shall retain whatever Equity value exists as of May 1, 2021. Kaihan and Michelle agree that Kaihan shall be responsible for any past due or present property taxes on this residence. Michelle agrees she shall participate in whatever paperwork is necessary, including a Quit Claim Deed to put the Abbington Drive residence in Kaihan's sole name prior to or by the date of the final divorce.

Kaihan had stayed at a residence located at 1088 Cherokee Heights, Stone Mountain, Georgia in Dekalb County but returned to the Abbington Drive residence in Gwinnett County once Michelle had moved. Kaihan and Michelle agree that Kaihan shall be responsible for all fees related to this residence and shall hold Michelle harmless related to this or any other future residence he either leases or purchases.

Michelle has leased a residence in her sole name at 282 N Clarendon Ave, Scottdale, Georgia in Dekalb County. Michelle and Kaihan agree, Michelle shall be responsible for all fees related to renting and maintaining this residence and shall hold Kaihan harmless related to this or any other future residence she either leases or purchases.

HOUSEHOLD CONTENTS

Kaihan and Michelle have agreed and completed the division of contents for the marital residence that each feels is fair and equitable.

OTHER REAL ESTATE

Michelle and Kaihan have a rental property located at 20844 Greenmont Avenue, SW, Bend, Oregon. The residence was purchased in September 1998 for Eighty-One Thousand (\$81,000.00) dollars. The property had a mortgage which was paid in full in 2009. They agree that the market value of their property is Four Hundred Thousand (\$400,000.00) dollars. There are some required major repairs, which equal approximately One Hundred Thousand (\$100,000.00) dollars. Kaihan and Michelle agree that Michelle shall become the sole owner of this property and shall keep any rental income from it, as of May 1, 2021. Michelle shall also be solely responsible for any repairs, maintenance, insurance, and past or present property taxes related to this residence. Kaihan agrees that he shall participate in whatever paperwork is necessary, including a Quit Claim Deed to put the Greenmont Avenue residence in Michelle's sole name prior to or by the date of the final divorce.

Wife's Initials  Husband's Initials 

BUSINESS INTERESTS

Michelle and Kaihan have no other business interest other than that previously stated under employment.

HEALTH INSURANCE

Michelle and Kaihan each have their own health coverage. Each shall be solely responsible for payment of his or her own out-of-pocket co-payments, non-reimbursed and uncovered medical, dental, or visual needs.

LIFE INSURANCE

Michelle has a term life insurance policy (account ending in 3110) on Kaihan, through the Genworth Life and Annuity Insurance Company which expires on March 25, 2022. This policy pays approximately Two Hundred and Fifty Thousand (\$250,000.00) dollars in the event of his death. Michelle is the beneficiary under this policy. Michelle agrees to transfer ownership to Kaihan prior to or by the date of the final divorce. Michelle and Kaihan agree that Kaihan shall begin paying for this policy from his own account prior to or by the date of the final divorce and shall determine the beneficiary.

Kaihan has a term life insurance policy (account ending in 3111) on Michelle, through the Genworth Life and Annuity Insurance Company which expires on March 25, 2022. This policy pays approximately One Hundred and Fifty Thousand (\$150,000.00) dollars in the event of her death. Kaihan is the beneficiary under this policy. Kaihan agrees to transfer ownership to Michelle prior to or by the date of the final divorce. Michelle and Kaihan agree that Michelle shall begin paying for this policy from her own account prior to or by the date of the final divorce and shall determine the beneficiary.

VEHICLES

Michelle drives a 2015 Toyota Sienna. There is no loan and the title is in her sole name. According to the Kelly Blue Book, the current market value of her vehicle is approximately Twelve Thousand, One Hundred and Thirty-Two (\$12,132.00) dollars. Michelle shall be responsible for any and all costs related to this vehicle. Michelle shall be entitled to all right, title and interest in and to this vehicle upon her divorce from Kaihan. Kaihan waives all right, title and interest in this vehicle.

Kaihan drives a 2012 Kia Optima. There is no loan and the title is in his sole name. According to the Kelly Blue Book, the current market value of Kaihan’s vehicle is approximately Eight Thousand, Two Hundred and Eighty-One (\$8,281.00) dollars. Kaihan shall be responsible for any and all costs related to this vehicle. Kaihan shall be entitled to all right, title and interest in and to this vehicle upon his divorce from Michelle. Michelle waives all right, title and interest in this vehicle.

Kaihan owns a 2003 Honda Odyssey Van which is driven by one of his children. There is no loan and the title will be assigned over to his daughter Anna. According to the Kelly Blue Book, the current market value of this vehicle is approximately Two Thousand, One Hundred and Ninety-Six (\$2,196.00) dollars. Kaihan shall be responsible for any and all costs related to this vehicle until the title is transferred to Anna’s name. Michelle waives all right, title and interest in this vehicle.

Kaihan owns a 2012 Subaru Impreza which was driven by one of his children. There is no loan. Recently the car was totaled and insurance paid a replacement fee of Seven Thousand (\$7,000.00) dollars. According to the Kelly Blue Book, the current market value of this vehicle is approximately Two Thousand, One Hundred and Ninety-Six (\$2,196.00) dollars. Kaihan shall give Four Thousand (\$4,000.00) dollars of these funds to his son Joshua to buy the Golf Rabbit from a friend of Michelle’s (currently parked in her driveway). The remaining Three Thousand (\$3,000.00) dollars shall be used only for car maintenance needed by any other of his children’s vehicles requiring work. Michelle waives all right, title and interest in the funds replacing this vehicle.

Kaihan owns a 2005 Mitsubishi Outlander which is driven by one of his children. There is no loan and the title will be assigned over to his son, Nathan. According to the Kelly Blue Book, the current market value of this vehicle is approximately Two Thousand, Two Hundred and Seventy-Eight (\$2,278.00) dollars. Kaihan shall be responsible for any and all costs related to this vehicle until the title is transferred to Nathan’s name. Michelle waives all right, title and interest in this vehicle.

RESIDENCE AND AUTOMOBILE INSURANCE

Michelle and Kaihan each have their own automobile insurance and both agree they shall not use any marital fund to pay these bills as of April 1, 2021. Kaihan also agrees to reimburse Michelle Sixty (\$60.16) dollars by April 30th for her payment of his March bill.

Michelle shall continue to cover the marital residence insurance fees through April 2021. Kaihan shall be responsible for insurance costs for this property as of May 2021. Kaihan shall continue to cover the rental residence insurance fees through April 2021. Michelle shall be responsible for insurance costs for this property as of May 2021.

Wife’s Initials  Husband’s Initials 

CASH ASSETS

Michelle and Kaihan shared a joint checking account (account ending in 8174) at Bank of America holding approximately One Hundred and Twenty-Nine (\$129.00) dollars. Michelle and Kaihan have completed the paperwork necessary to put this account into Michelle’s sole name as of April 19, 2021. Kaihan agreed to not remove any funds from this account and agreed that Michelle shall retain all funds held in this account. Kaihan waives all right, title, and interest in and to any funds held in this account.

Michelle and Kaihan share a joint savings account (account ending in 5109) at Bank of America holding approximately Fifty (\$0.50) cents. Michelle and Kaihan have completed the paperwork necessary to put this account into Michelle’s sole name as of April 19, 2021. Kaihan agreed to not remove any funds from this account and agreed that Michelle shall retain all funds held in this account. Kaihan waives all right, title, and interest in and to any funds held in this account.

Kaihan and Michelle hold a joint brokerage account held by TD Canada (account ending in 9503), in both of their names, which holds a GI Certificate Guaranteed by RSP Retirement Savings. This Certificate matures on September 5th, 2021. Michelle and Kaihan agree they shall split any funds in this account once it has matured. Kaihan agrees he shall send a check postmarked prior to or by October 5th, 2021.

Kaihan has a checking and savings account in his sole name (ending in 9063) at Wells Fargo Bank which he uses for personal and business purposes. Currently this account holds a balance of Sixteen Thousand, Seven Hundred and Forty-Four (\$16,744.62) dollars. Michelle and Kaihan agree that Kaihan shall pay Michelle One Thousand, Five Hundred (\$1,500.00)dollars from this account prior to or by the date of the final divorce. Michelle waives all right, title, and interest in and to any remaining funds held in this account.

Kaihan has a checking account (ending in 1358) at Wells Fargo in his sole name which holds a balance of Three Thousand, Seven Hundred and Sixty -Four (\$3,764.08) dollars. Michelle waives all right, title, and interest in and to any funds held in this account.

Kaihan has a savings account (ending in 4869) at TD Canada in his sole name which holds has a balance of Three Thousand, Seven Hundred and Sixteen (\$3,716.33) in U.S. dollars. Kaihan and Michelle agree Kaihan shall pay Michelle One Thousand, Eight Hundred and Fifty-Eight (\$1,858.17) dollars as soon as the funds are transferred to the TD USA account. Michelle waives all right, title, and interest in and to any remaining funds held in this account.

Kaihan and Michelle have no other joint or individual cash assets or brokerage accounts.

Wife’s Initials  Husband’s Initials 

RETIREMENT ASSETS

Kaihan has a retirement account with USA GuideStone Financial Resources in his sole name, which currently has a value of Twenty-Six Thousand and Three (\$26,003.88) dollars. Kaihan plans to roll half of the funds in this account, Thirteen Thousand and Two (\$13,002.00) dollars into a new retirement account in Michelle's sole name prior to the finalization of this divorce. Kaihan and Michelle agrees they shall participate in any paperwork required to accomplish the new retirement account and transition of funds into this account prior to or by the date of the final divorce. Michelle and Kaihan agree that Kaihan shall retain the original account with the remaining Thirteen Thousand and Two (\$13,002.00) dollars. Michelle waives all right, title and interest in and to the aforementioned remaining funds held in this account.

Kaihan and Michelle have no other joint or individual retirement assets.

CREDIT CARD AND OTHER DEBT

Michelle and Kaihan have one joint credit card which is a Visa from Bank of America (account ending in 7549). There is a current balance of Eight Hundred and Forty-Three (\$843.54) dollars. Kaihan and Michelle have completed the paperwork so that Michelle's name was removed from this account as of April 19, 2021. Kaihan shall retain this credit card. Michelle agreed and has paid off this debt. Kaihan agrees he shall hold Michelle harmless for payment of any future debt related to this credit card.

Michelle has a Visa (account ending in 5565) through Bank of America in her sole name. Currently there is a balance of Twenty-One (\$21.05) dollars. Michelle agrees to hold Kaihan harmless for payment of any current or future debt related to this account.

Kaihan has a Chase Visa card (account ending in 9653) in his sole name. Currently there is a balance of Six Thousand, Three Hundred and Eighty-Eight (\$6,388.70) dollars. Kaihan agrees to hold Michelle harmless for payment of any current or future debt related to this account.

Kaihan has a Business Visa (account ending in 1834) through Chase with a current debt of Zero (0) dollars. Kaihan and Michelle agree Kaihan shall be solely responsible for payment of all current and future debt on this credit card. Kaihan shall hold Michelle harmless for payment of any and all charges related to this credit card.

TAXES

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Michelle and Kaihan jointly filed for 2019 and agree they shall equally share the penalties and fees outstanding. They agree that once their share of these penalties and fees is paid, they will not be responsible for any further accumulation of fees if the other party has not paid their share. Michelle and Kaihan shall file jointly for the year 2020 and they agree they shall equally share any fees or benefits. They agree that if any fees are incurred, once their share of these penalties and fees is paid, they will not be responsible for any further accumulation of fees if the other party has not paid their share. They shall file separately for the year 2021. Each agrees to indemnify the other with respect to any and all tax liability including taxes, interest, penalties arising from income and deductions that either of them previously reported on any filed returns.

ALIMONY

Michelle and Kaihan understand the concept of alimony. Kaihan and Michelle agree that Kaihan shall pay Michelle the monthly amount of Five Hundred (\$500.00) dollars beginning June 10, 2021 for a total of Ten (10) months. The last payment shall occur March 10, 2022.

Kaihan and Michelle agree that Kaihan shall deposit the total amount each month prior to or by the 10th of each month into the former joint checking account (ending in 8174) at Bank of America which has been converted into Michelle's sole name as of April 19, 2021.

MEDIATION AND LEGAL FEES

Kaihan and Michelle agree each shall pay one-half of the cost of mediation and the legal fees associated with processing their uncontested divorce. Michelle and Kaihan shall each be responsible for all other legal fees with their respective attorneys.

MISCELLANEOUS

Michelle and Kaihan agree that after review by an attorney or other advisors, should there exists any major disagreement concerning the terms of settlement of their divorce, they shall return to mediation prior to pursuing any court action. Nothing in this section of this agreement precludes either party from filing a divorce complaint.

CONCLUSION

Michelle Omar and Kaihan Omar have mediated the agreements they reached in this Memorandum of Understanding in good faith. Each agrees that they have fully disclosed their individual and joint financial holdings, income, and debt. Michelle and Kaihan understand and agree that Dr. Breiner has not represented either of them as an attorney at any time and that at no time did either of them receive any legal advice from her.

Each has been advised to seek independent legal counsel to review this Memorandum of Understanding to ascertain whether or not any additional issues should be included. Prior to this document being signed by Dr. Breiner, Kaihan Omar and Michelle Omar read it separately and both agreed that it accurately memorialized the agreements they reached relative to their divorce.

DocuSigned by:
Michelle Omar
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Michelle Omar
5/25/2021
Dated

DocuSigned by:
Kaihan Omar
AUC3A5A44EAE44F...
Kaihan Omar
5/27/2021
Dated

DocuSigned by:
Dr. Jeri Breiner
E076A7389F1E4B3...
Dr. Jeri Breiner, Mediator
5/28/2021
Dated