

**IN THE SUPERIOR COURT OF GWINNETT COUNTY
IN THE STATE OF GEORGIA**

RANDALL ALLEN HINCKLEY,	§	
Petitioner,	§	Civil Action Number:
vs.	§	22-A-09790-5
BECKY LYNN HINCKLEY,	§	
Respondent.	§	

SETTLEMENT AGREEMENT

This Agreement is made and entered into this ____ day of ____ 2023, by and between, Plaintiff, **RANDALL ALLEN HINCKLEY**, hereinafter referred to as the "Husband" and Defendant, **BECKY LYNN HINCKLEY**, hereinafter referred to as the "Wife", (Husband and Wife collectively referred to as "the parties") as follows:

WITNESSETH

The parties were married or about July 12, 2014, and said marriage still subsists;

WHEREAS, the parties separated prior to the execution of this Settlement Agreement and are now living in a bona fide state of separation, and each acknowledges there exists no reasonable hope of reconciliation;

WHEREAS, there are no children at issue between the parties. Wife is not now pregnant;

WIFE

HUSBAND

WHEREAS, the parties desire to amicably settle, between themselves, all questions of division of property, debts, both real and personal, alimony, attorney's fees, and all other rights and obligations arising out of their marital relationship;

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

THEREFORE, in consideration of the mutual benefits and promises contained in this Agreement and for other the parties mutually agree as follows:

1. SEPARATE LIVES AND NON-INTERFERENCE

The parties shall continue to live apart and each shall be free from all interference by the other, as fully as if unmarried and each may reside at such places as he or she may choose.

2. ALIMONY

(A) It is agreed that beginning on June 1, 2023, Husband shall pay to the Wife a monthly sum of One Thousand (\$1,000.00) Dollars. Said payments shall continue on or before the 1st day of each month thereafter for a total of twelve (12) consecutive months.

(B) Husband waives any and all future rights to seek a statutory modification of alimony, of either an upward increase or a downward

WIFE

HUSBAND

decrease pursuant to O.C.G.A. § 19-6-19, and *Varn v. Varn* 242 Ga. 309, 248 S.E.2.d 667(1978) and any and all future laws regarding alimony modification that may be enacted in this and any other state.

(C) Wife waives any and all future rights to seek a statutory modification of alimony, of either an upward increase or a downward decrease pursuant to O.C.G.A. § 19-6-19, and *Varn v. Varn* 242 Ga. 309, 248 S.E.2.d 667(1978) and any and all future laws regarding alimony modification that may be enacted in this and any other state.

(D) Both parties hereby waive their statutory right to future modifications, up or down, of the alimony payments provided for herein, based upon a change in the income or financial status of either party.

(E) Both parties intend this to be a knowing and express waiver of their statutory right to modify alimony, based upon a change in income or financial status of either party.

(F) In the event Husband willfully misses any alimony payment and Wife is forced to file a contempt action against Husband, Husband shall be responsible for Wife's attorney's fees in the contempt action in the amount of \$3,500.00, with any additional amount of fees to be settled between the parties or by the Court.

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 marital assets in this Agreement. Accordingly, the parties have agreed to a division of all bank accounts, investment accounts, real property, personal property, household furniture, furnishings and any 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 after the date of signing this Agreement. Each party shall keep his or her own

WIFE

HUSBAND

vehicle, jewelry, clothing, tools, papers, and other personal property and/or belongings.

(A) 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 and **Husband** shall maintain permanent and exclusive use and possession of the vehicle that is in his possession. Each party shall hold the other party harmless and be solely responsible for the debt, taxes, insurance, maintenance, repairs, costs, and expenses associated with said vehicle and indemnify him or her where necessary.

Husband shall hold Wife harmless and be solely responsible for the debt, taxes, insurance, maintenance, repairs, costs, and expenses associated with the vehicle that is in his possession. Wife shall hold Husband harmless and be solely responsible for the debt, taxes, insurance, maintenance, repairs, costs, and expenses associated with the vehicle that is in his possession.

Whereas, the Husband shall retain use and possession of the 2021 Chevrolet Silverado and the Wife shall retain use and possession of the 2018 Hyundai Santa Fe.

(B) MARITAL PROPERTY

The parties do not have any joint real property nor does either party currently own any real property. However, the parties acknowledge that there are several bills/expenses associated with the Wife's residence that

WIFE

HUSBAND

are currently in the Husband's name. Each party shall be solely responsible for the expenses associated with his or her residence.

Husband has the following bills in his name which are associated with the Wife's residence and/or Wife and Wife's children's expenses: Georgia Power, Spectrum Cable, and AT&T. Within ten (10) days of the signing of the Mediation Agreement (signed on May 11, 2023) by both parties, Husband shall contact the companies and have the bills transferred into the Wife's name. Husband shall split off the AT&T bill to ensure he keeps his phone line and number, and Wife keeps her phone line and number, so long as AT&T allows for same. Husband shall use his best efforts to prevent any termination or transfer fees associated with these expenses. However, if any fees are incurred, Wife shall be entirely (100%) responsible for the termination or transfer fees.

(C) PERSONAL PROPERTY

Husband and Wife shall be entitled to keep all items of personal property that are in his/her possession as of the execution of this Agreement that is not otherwise listed in this Agreement. The parties now warrant and agree that all personal property not specifically mentioned in this Agreement has been previously divided and the parties further agree that they are fully satisfied with the resulting division of all personal property. Each party shall be entitled to receive his or her own personal papers, personal effects, jewelry, tools, family heirlooms, and clothing. Further, any future intellectual property obtained by either party shall be her/his sole property, free and clear of any claim by the other.

WIFE

HUSBAND

(D) HEALTH INSURANCE

Each party shall be entirely responsible for his/her own health insurance policies, and each shall be responsible for their own health care expenses not covered by insurance.

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.

There are no joint bank accounts. The parties agree any and all other insurance, investment, checking, savings and/or money market accounts have already been divided and each now warrants that he/she is fully satisfied with the division. In the event a joint account is later discovery, the parties shall work to close the joint bank account and split the funds evenly (50/50).

WIFE

HUSBAND

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

WIFE

HUSBAND

military retirement/pension, or any financial, retirement, or investment accounts whatsoever, of any nature.

Husband warrants he has disclosed any interest in a retirement plan of any kind. Wife warrants she has disclosed any interest in a retirement plan of any kind.

Husband has a 401(k) Retirement Account established through his employer Womble Bond Dickinson and managed by Vanguard with an estimated approximate balance of One Hundred Two Thousand and 00/100 Dollars (\$102,000.00). Wife shall receive Forty-Thousand and 00/100 Dollars (\$40,000.00) of the Husbands 401(k) account. The division shall be effectuated by the Wife receiving a prorated portion of each class of assets held in the account, e.g. stocks, bonds, cash. Husband shall engage the services of Matt Lundy to prepare a Qualified Domestic Relations Order (QDRO). Husband shall be responsible to facilitate the completion of the QDRO and all associated fees with preparing the QDRO. Both parties shall provide any and all necessary information requested by Matt Lundy for his execution and completion of the QDRO. The parties shall work together to effectuate the transfer of funds within thirty (30) days of the execution of the Final Judgment and Decree of Divorce.

With the exception of the Husband's Vanguard account discussed above, Husband and Wife agree to keep the retirement accounts in their own names.

WIFE

HUSBAND

Wife waives any rights or claims that she may have on the Husband's other retirement accounts. Other than the transfers detailed herein, 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.

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.

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's assets now or in the future.

7. INDEBTEDNESS

Each party shall be responsible for the debts in his or her own name and shall hold the other person harmless and indemnify him or her.

8. TAXES

The parties warrant that they do not owe any back taxes jointly prior to tax year 2021. 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

WIFE

HUSBAND

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 shall file separate taxes for tax year 2022 and each year thereafter.

It is expressly understood that Alexandra M. Stollo, Esq., Meriwether & Tharp, LLC, and Candice Davis, Esq., and Attorney Sharon Jackson, LLC 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. Also, by signing this Agreement and that neither party has received or relied on any tax advice from either Alexandra M. Stollo, Esq., Meriwether & Tharp, LLC, or Candice Davis, Esq., and Attorney Sharon Jackson, LLC

9. RESTORATION OF PREVIOUS NAME

Wife shall be restored to her previous name, to wit: **Becky Lynn Romagnoli.**

10. ATTORNEY REPRESENTATION

This Agreement was prepared by the attorney for the Wife, Candice Davis, Esq. and reviewed by the attorney for the Husband, Alexandra Stollo, Esq. The Wife's attorney at no time during the case represented the Husband or gave the Husband legal advice. The Husband's attorney at no time during the case represented the Wife or gave the Wife legal advice. Each party is fully satisfied with the services and performance of their respective attorney

WIFE

HUSBAND

and all questions that he/she has have been answered fully and satisfactorily.

11. ATTORNEY'S FEES

Husband shall reimburse the Wife her necessary attorney fees in the amount of Two Thousand and 00/100 Dollars (\$2,000.00). Husband shall pay said amount in monthly installments in the amount of Five Hundred and 00/100 Dollars (\$500.00) per month, due on the 15th of each month and continuing until they are paid in full directly to the Wife's attorney as Attorney Sharon Jackson, LLC at 175 Langley Drive, Suite A1, Lawrenceville, Georgia 30046. The first payment shall be due on the first (1st) full month after the signing of the Final Judgment and Decree.

Except as otherwise mentioned herein, each party shall be entirely responsible for his/her own attorney's fees.

12. 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.

WIFE

HUSBAND

13. SETTLEMENT

- A. 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.
- B. 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.
- 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.
- D. 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 in any court of proper jurisdiction. In the event of either party's

WIFE

HUSBAND

death prior to the time at which all obligations imposed upon that party are satisfied, this Agreement becomes equally binding on that party's executor, administrator, or representative of the estate and to the same extent and for the same purpose. Said executor, administrator or representative of the estate shall fulfill all duties and obligations of this Agreement until complete satisfaction and termination thereof prior to the distribution of any part of the estate to any other party. This Agreement shall be binding upon the heirs and assigns of the parties hereto.

14. 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.

15. 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. 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.

16. 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 reasonable, fair, and adequate;

WIFE

HUSBAND

- 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 neither attorney, nor any of the associated firms, their associates, employees, contractors, or the like are tax or financial professionals and have 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.

17. DISCLOSURE

The parties to this action represent and warrant that they have made a full and fair disclosure to each other of all respective property interest, real or personal and of any nature whatsoever and that such property so disclosed is not subject to any mortgages, pledge, lien, charge, security interest, encumbrance or any restriction except those which are disclosed herein. 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.

WIFE

HUSBAND

18. 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, strikeouts, 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 ten (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

WIFE

HUSBAND

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.

K. A suit for divorce has been filed in the Superior Court of Gwinnett County. The 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.

L. Time is of the essence in regard to the obligations of the parties in this Agreement.

19. NONTAXABLE TRANSFERS

Wife and Husband have acquired marriage assets during the course of the marriage 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 except alimony.

WIFE

HUSBAND

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

AS TO WIFE

DATED: _____

STATE OF GEORGIA
COUNTY OF _____

BE IT REMEMBERED that on this _____ day of _____, 20__ before me, the subscriber, a Notary Public, personally appeared Becky Lynn Hinckley, who, I am satisfied, is the person named in the foregoing Agreement, to whom I first made known the content thereof, and thereupon she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.

Notary

[Husband's signature page follows]

WIFE

HUSBAND

AS TO HUSBAND

DATED: _____

STATE OF GEORGIA

COUNTY OF _____

BE IT REMEMBERED that on this _____ day of _____, 20____ before me, the subscriber, a Notary Public, personally appeared Randall Allen Hinckley, who, I am satisfied, is the person named in the foregoing Agreement, to whom I first made known the content thereof, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Notary

Prepared and presented by:
Candice Davis, Attorney for Respondent
Georgia Bar Number 397086

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WIFE

HUSBAND