

IN THE SUPERIOR COURT OF DOUGLAS COUNTY

STATE OF GEORGIA

REBECCA ALLENA FAULKNER,

Plaintiff,

vs.

JASON WAYNE FAULKNER,

Defendant.

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CIVIL ACTION FILE
NO. 22CV01369

SETTLEMENT AGREEMENT and PARENTING PLAN

THIS AGREEMENT, made and entered into by and between **REBECCA ALLENA FAULKNER** (hereinafter called "Wife/Mother") and **JASON WAYNE FAULKNER** (hereinafter called "Husband/Father");

W I T N E S S E T H:

WHEREAS, the parties have separated and are now living in a bona fide state of separation, and acknowledge that there exists no chance of reconciliation; and,

WHEREAS there is one child at issue of the marriage; and,

WHEREAS, the parties desire to settle all matters of child support and custody, division of property, and all other claims each may have against the other arising from the marital relationship; and,

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 premises and the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

1. NON-INTERFERENCE

The parties shall continue to live separate and apart, each being free to choose his or her place of residence and employment, and each shall be free from interference, molestation, authority and control, direct or indirect, by the other as fully as if sole and unmarried to each other.

2. CUSTODY AND VISITATION

The parties shall have joint legal custody of their minor child, NATALI FAULKNER, born 2013, with the Mother as the primary physical custodian as contemplated by O.C.G.A. 19-6-6(2). Specifically, but without limitation, joint legal custody as contemplated by the parties shall include joint decision making as to matters of major significance affecting the upbringing and welfare of the child, such as choice of schools and educational programs, the choice of doctors and medical and dental treatment, treatment and counseling for emotional and behavioral problems. Although each parent may make day-to-day decisions, as to discipline, rules and behavior in his and her respective home, without interference from the other parent, in the event a child suffers from major discipline or behavioral problems, then both parents will attempt to make mutual decisions as to such matters and maintain consistent rules in the two households for the best interest of the child. Neither party shall make major decisions affecting the upbringing and welfare of the child without first consulting with the other party and entering into a mutual agreement with the other party consistent with the spirit of this joint custody arrangement. If after conferring and consulting in good faith, the parties are not able to reach a mutual decision, the Mother shall have the right to make a final decision.

In addition, the Father shall have complete right and access to all information regarding the minor child, including but not limited to school and medical records and this agreement shall act as an ABSOLUTE RELEASE for any educator, teacher, tutor, counselor, doctor, dentist or health care practitioner to provide any and all information regarding the child to either parent. The intention of the parties is that each shall have all information concerning the child.

Each parent shall immediately inform the other in the event the child becomes ill or is involved in an accident.

Both parties shall exert every reasonable effort to maintain access and contact between the child and each of the parties and to foster a feeling of love and affection between the child and the other party. Neither party shall do anything which may estrange the child from the other party or injure the child's opinion as to the other party or which may hamper the free and natural development of the child's love and respect for the other party. Each party agrees to restrain himself or herself from prejudicing the child against the other party or his or her custodial and/or visitation time with the other party.

The parties shall notify the other parent of their residence address and telephone number of where the child will be residing during visitation and custody periods. Each parent shall promptly notify the other parent of a change of address, phone number or cell phone number. If either party intends to move, the moving party shall provide the other parent at least thirty (30) days advance written notice of his/her intention to move along with the full address of the moving party's new residence.

If either parent is in need of a person to care for the child while the child is in his/her care and custody for a period of more than four hours, then that parent shall give the other parent the right of first refusal to take care of the child during that time.

The parties shall have liberal telephone/facetime/text visitation with the minor child on a daily basis not to be later than 8:00 p.m. each evening.

The Father shall have the following visitation with the minor child, unless otherwise agreed to by the parties:

Weekend - Every other weekend from Friday at 4:00 p.m. until Sunday at 8:00 p.m.;

Weekday - The Father shall have one weekday visit with the child to occur on one day of Monday-Thursday from 4:00 p.m. until 8:00 p.m. so long as said visit does not interfere with the child's school or extracurricular activities. The Father shall give the Mother at least one week notice of his intention to exercise his one weekday visit. If the parties are not able to agree to a specific day it shall be on Wednesdays;

Summer - Each parent shall be allowed to have the child for two weeks of summer vacation. Each parent shall have one week (7 consecutive days) in June and one week (7 consecutive days in July). Each parent shall give the other parent at least thirty (30) days advance notice of his/her intention to exercise summer visitation;

Spring Break - The Father shall have the child for Spring Break in all odd-numbered years; and, the Mother shall have the child for Spring Break in even-numbered years. Spring Break shall be defined as seven consecutive days, unless it falls on Easter weekend;

Easter Weekend - The Father shall have the child for Easter Weekend in all even-numbered years; and, the Mother shall have the child for Easter Weekend in all odd-numbered years. Easter

Weekend shall be defined at Friday at 4:00 p.m. until Sunday at 8:00 p.m.;

Fall Break and Winter Break – The Father shall have the child with him for Fall Break and Winter Break in all even-numbered years; and, the Mother shall have the child with her for Fall Break and Winter Break in all odd-numbered years. Fall Break and Winter Break shall be defined as the child's actual time of from school unless the break is broken up by a weekend;

Memorial Day Weekend – The Father shall have the child Memorial Day weekend in all even-numbered years; and, the Mother shall have the child in all odd-numbered years. Memorial Day weekend shall be defined as Friday at 4:00 p.m. until Memorial Day at 8:00 p.m.;

Fourth of July – The Father shall have the child July 4th in each odd-numbered year; and, the Mother shall have the child in each even-numbered year. July 4th holiday shall be defined as July 4 from 10:00 a.m. until 10:00 p.m.;

Labor Day Weekend – The Father shall have the child Labor Day weekend in all odd-numbered years; and, the Mother shall have the child in all even-numbered years. Labor Day shall be defined as Friday at 4:00 p.m. until Monday at 8:00 p.m.;

Halloween – The Father shall have the child on Halloween in each even-numbered year; and, the Mother shall have the child in each odd-numbered year. Halloween shall be defined as October 31st 4:00 p.m. until 8:00 p.m.;

Father's Day – The Father shall have the child with him on Father's Day weekend each and every year from Friday at 4:00 p.m. until Father's Day at 8:00 p.m.;

Mother's Day – The Mother shall have the child with her on Mother's Day weekend each and every year from Friday at 4:00 p.m. until Mother's Day at 8:00 p.m.;

Child's Birthday – If on a weekday, the time shall be 4:00 p.m. until 8:00 p.m.; and, if on a

Saturday or Sunday, the time shall be 10:00 a.m. until 8:00 p.m. The Father shall have the child on the child's birthday during those times in all even-numbered years; and, the Mother shall have the child in all odd-numbered years;

Thanksgiving – The Father shall have the child in odd-numbered years; and, the Mother shall have the child in even-numbered years. Thanksgiving visitation shall be defined as Wednesday at 4:00 p.m. until Friday at 4:00 p.m.;

Christmas – The Mother shall have the child with her each and every year from 4:00 p.m. on the child's last day of school before the break until Christmas Day at 12:00 noon; and, the Father shall have the child with him each and every year from Christmas Day at 12:00 noon until December 30th at 8:00 p.m.;

New Year's – The Father shall have the child in all odd-numbered years; and, the Mother shall have the child in all even-numbered years. New Year's shall be defined as New Year's Eve at 4:00 p.m. until New Year's Day at 12:00 noon;

Holiday and vacation visitation times shall supersede regularly scheduled weekend visitation and custodial periods;

The Father shall be responsible for all transportation necessary in order for him to exercise his visitation with the minor child so long as the Mother is within a 45 mile radius of either the marital residence or the Father's residence. Over a 70 mile radius, the Mother shall provide the transportation until a modification action can be filed if necessary;

The Father and Mother shall be responsible for observing and ensuring the child's timely attendance to regularly scheduled lessons, activities and sporting events during visitation periods;

The Mother shall be responsible for ensuring that the child has appropriate clothing and

sporting equipment during visitation periods; The Father shall ensure that all clothing and personal possessions of the child are returned with the child at the end of visitation periods;

When either party takes the child out of town, he or she shall provide the other an address and telephone number where the child may be reached.

Both parties acknowledge that a close and continuing relationship between the parent and the child and continuity in the child's lives is in their best interests and that the child's needs will change and grow as the child mature. The parents agree to parent in a manner which takes into consideration these changes so future modifications to the parenting plan are minimized.

The parties acknowledge that this Agreement cannot provide for every possible detail with respect to the custody of the child and they therefore agree to cooperate with each other so that the child respects each parent and neither party shall attempt to influence the child not to love and respect the other parent. Neither party shall do anything to undermine the relationship of the child with the other parent.

3. CHILD SUPPORT

The Father earns approximately \$ 7490.00 per month and the Mother earns approximately \$ 1305.00 per month. Child support is being determined for one child. The child support worksheets are attached and incorporated herein.

The Father shall make the following periodic payments to the Mother:

a) \$975.00 each and every month, payable in increments of \$450.00 every two weeks beginning after the signing of the Final Judgment and Decree and every two weeks thereafter, as child support for the support, maintenance and education of the child. Such payments to continue for the child until the child reaches the age of eighteen (18) years or the age of twenty (20) if still

enrolled in high school, marries, enters the Armed Services, becomes self-supporting, or dies, whichever event shall first occur;

b) The parties have agreed to waive an Income Deduction Order. The child support falls within the guidelines mandated by the Georgia Child Support Guidelines;

c) Whenever, in violation of the terms of this agreement, there has been a failure to make support payments due hereunder so that the amount unpaid is equal to or greater than the amount payable for one month, the payments required to be made may be collected by process of continuing garnishment for support; and,

d) The Father and Mother shall split fifty/fifty (50/50) any and all costs associated with the child's school related expenses including supplies, club fees, sports activity fees, field trips, etc. They will also divide extracurricular activities including registration fees, equipment, tournament fees, shoes, uniforms, etc. up to a cap of \$ 250.00 per month per parent.

4. HEALTH INSURANCE

The Father shall be responsible for maintaining the health insurance policy for the benefit of the minor child until the child reaches eighteen (18) years of age or the age of twenty if still enrolled in high school, dies, marries, enters the Armed Services, or until further Order of a Superior Court.

The Father and Mother shall split fifty/fifty (50/50) all medical expenses incurred on behalf of the minor child, to include copays, deductibles, dental, orthodontic, prescription, counseling, psychiatric, psychological, and vision which are not covered by insurance. Each party shall be reimbursed for the uncovered medical expenses incurred for the minor child within thirty (30) days of presentment of the bill to the other party.

5. HUSBAND'S PROPERTY

The Husband shall own all rights, title, interest, claim and demand in and to all the following property:

- a) Any and all of Husband's personal property;
- b) _____ GMC Truck including any loan payments, lease payments, insurance, ad valorem taxes, repairs and maintenance;
- c) Yard Tools;
- d) Power Tools;
- e) Riding Lawn Mower;
- f) Weber Charcoal Grill;
- g) Basement TV; and,
- h) Any financial account in Husband's name including checking, savings, retirement, 401(k), etc., except as outlined in Paragraph 16 herein.

6. WIFE'S PROPERTY

The Wife shall own all rights, title, interest, claim and demand in and to all the following property:

- a) Any and all of Wife's personal property;
- b) The marital residence located at 7317 Colony Lane, Douglasville, Douglas County, Georgia 30135, as outlined in Paragraph 14 herein;
- c) All items located in the marital residence except those specifically given to the Husband herein;
- d) 2005 Ford Expedition and 2005 Ford Escape including all insurance, ad

valorem taxes, repairs and maintenance;

- e) Any financial account in Wife's name including checking, savings, retirement, 401(k), etc.

7. CURRENT DEBTS

Each party shall be responsible for any debt currently in his/her individual name, including any credit card debt.

8. ALIMONY

The Husband shall pay to the Wife as alimony for her support and maintenance the sum of \$500.00 per month, payable on the first (1st) day of each month beginning the first month after the Husband moves from the marital home and shall continue to be paid on the first (1st) day of each month thereafter. Said payments shall continue for a period of three years (representing a total of thirty-six (36) monthly payments), unless the wife remarries or enters a meretricious relationship.

9. ATTORNEY'S FEES

Each party shall be responsible for his/her own attorney's fees.

10. HOLD HARMLESS- HUSBAND TO WIFE

Except as otherwise provided in this Agreement, Husband shall pay and hold Wife harmless for any claims, debts, liabilities and obligations of any nature whatsoever, contingent or otherwise, which Husband has incurred individually or jointly with any third person or persons or by this agreement. Husband promises to defend Wife against any attempts by any of his creditors to collect the same from Wife and further promises to indemnify Wife fully from any liability and expenses, including legal expenses, which may result from his obligations. In the event that any creditor of Husband obtains or attempts to apply a lien against any real or personal property in which Wife has

an interest, Husband shall promptly undertake to satisfy that obligation giving rise to the lien.

11. HOLD HARMLESS-WIFE TO HUSBAND

Except as otherwise provided in this Agreement, Wife shall pay and hold Husband harmless for any claims, debts, liabilities and obligations of any nature whatsoever, contingent or otherwise, which Wife has incurred individually or jointly with any third person or persons or by this Agreement. Wife promises to defend Husband against any attempts by any of her creditors to collect the same from Husband and further promises to indemnify Husband fully from any liability and expenses, including legal expenses, which may result from her obligations. In the event that any creditor of Wife obtains or attempts to apply a lien against any real or personal property in which Husband has an interest, Wife shall promptly undertake to satisfy that obligation giving rise to the lien.

12. SUBSEQUENT DEBTS AND ASSETS

Except as otherwise set out in this Agreement, 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. Each party shall deliver to the other promptly any credit cards in his or her possession for any charge accounts maintained in the name of the other.

Further, any subsequent debts or assets, either incurred or acquired, after the date of execution of this Agreement shall be considered the incurring or acquiring party's individual debt or asset and not subject to marital division.

13. PERSONAL EFFECTS

Husband and Wife shall each have his and her respective personal effects, books, papers, memorabilia, jewelry, clothing and any and all personal articles regardless of where such articles are located.

14. MARITAL RESIDENCE

The Wife shall have exclusive use, possession and ownership of the marital residence located at 7317 Colony Lane, Douglasville, Douglas County, Georgia 30135. The Wife shall be responsible for the mortgage, taxes, insurance and utilities on the marital residence. The Husband agrees to vacate the marital residence no later than April 1, 2023 and until he vacates the home, he shall pay to the Wife one half of the mortgage, taxes, and utilities.

Within three years of the issuance of a Final Judgment and Decree of Divorce, the Wife agrees to refinance the mortgage on the home removing the Husband's name and at the time of closing or as directed by the refinance company if prior to closing, the Husband agrees to execute a Quitclaim Deed in favor of the Wife releasing any interest he may have to the home. In the event the Wife fails to refinance the home within three years, then the home shall be place on the market to sell. If the Wife refinances, then equity shall be determined by the fair market value as determined by an appraiser minus the amount owed on the outstanding mortgage at the time of the refinance and the refinance costs and the Wife shall pay the Husband 50% of the calculated equity. If the home is sold, then at the time of the closing on the sale of the home the parties shall split fifty/fifty (50/50) any and all net proceeds. If the house has to be sold after three years, the Husband will continue to pay the \$ 500.00 month towards the contribution of the house expenses until the House is sold. The parties agree to act in good faith and cooperate with each other in the selling of the home.

15. LIFE INSURANCE

Each party shall be the sole owner of any life insurance policy that they may hold. The Husband shall maintain the \$10,000.00 Gerber Life Insurance policy until the minor child reaches the age of eighteen years old. The Husband shall provide proof of the policy upon the wife's written request.

16. RETIREMENT ACCOUNTS

Each party shall sole ownership of any and all retirement type accounts in their individual names, except as outlined herein. The Wife shall be entitled to one-half (1/2) of the Husband's 401(k) held with Empower and said sums shall be calculated as of the date of issuance of a Final Judgment and Decree of Divorce to include gains and losses until distribution. Said sums shall be transferred directly to an IRA account established for the Wife and said transfer shall be done via QDRO (Qualified Domestic Relations Order) or other non-taxable method. The Husband and Wife shall cooperate in all aspects of facilitating the transfer and the Husband shall be responsible for the cost of the QDRO preparation by Attorney Matt Lundy and said QDRO shall be prepared within thirty (30) days of the issuance of a Final Judgment and Decree of Divorce.

17. PERSONAL INCOME TAXES

The Mother shall claim NATALI FAULKNER on her Federal and State Income Taxes in each and every year.

18. PERFORMANCE

Both parties hereto shall execute without delay all documents, perform all acts, and do all things necessary to transfer any of the assets, or to effectuate any of the provisions and conditions set forth herein.

19. RELEASE

Except for those rights and claims for which this Agreement provides, each party hereby waives and releases any and all marital rights and claims, including but not limited to alimony, division of property (including, but not limited to, real and personal property, cash, bank accounts, stocks, bonds, other securities, options, investment accounts, and retirement funds), dower, curtesy, year's support and any rights of inheritance pursuant to the laws of intestacy, which rights and claims each party may now have against the other or the estate of the other by reason of the marriage of the parties. Both parties waive any legal right he or she may have to be appointed executor or administrator of the estate of the other except as the deceased party may have designated in his or her Will. All property received or retained by either party under this Agreement, whether or not such property is specifically mentioned herein, shall be and remain the separate property of the party receiving or retaining that property and that property shall be free from any claim by the other or his or her estate.

20. SOLE AGREEMENT; NO OTHER REPRESENTATIONS

This Agreement constitutes the entire agreement between the parties and supersedes any and all Agreements previously made by them.

Before this Agreement was negotiated, each party was advised of his and her rights under the Georgia Civil Practice Act to conduct formal discovery, investigation, and analysis of the assets, liabilities, and income of the other party. Each party knowingly and voluntarily chose to forego such discovery and accept the provisions of this Agreement on the basis of information acquired informally, without formal discovery.

Both parties represent that they have fully disclosed to one another, during the course of

these proceedings, any and all property that he or she has any interest in or claims any right or interest therein and acknowledges that the other party making this settlement and accepting the sums that are contained herein has exclusively relied upon the representations made by the other, all of which both parties covenant to be true, accurate, and complete.

21. UNDERSTANDING OF AGREEMENT

The parties acknowledge that they are entering into this 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; that they have sought and obtained legal advice independently of each other; that they have been duly apprized of their respective legal rights;, as well as all questions pertaining thereto, have been fully and satisfactorily explained to them; that they have given due consideration to such provisions and questions; and that they clearly understand and assent to all the provisions hereof.

22. TAX ADVICE

The parties acknowledge that the Tax Reform Act of 1984 and 1986, and all amendments thereto, created changes in the tax law as it affects the dissolution of marriage and the taxes associated with the division of property, alimony, etc. The attorneys for the parties do not hold themselves out as being experts in tax related matters and have, therefore, recommended that the parties consult with the tax specialists regarding the potential tax consequences of this Agreement. By execution hereof, the parties hereby acknowledge such recommendation and confirm that they have sought and obtained advice with regard to such tax matters, and each party is satisfied with the tax consequences which may affect him or her by the execution of this Agreement. Furthermore, the

Plaintiff is represented by Sherri Kelley and the Defendant is represented by Christopher E. Ward.

23. INCORPORATION INTO FINAL DECREE

This Agreement shall be fully binding on the parties, their heirs, executors, administrators, and assigns. The parties further agree that this Agreement may be submitted to the Douglas County Superior Court other action for divorce filed by either party against the other, and that this Agreement, if approved by said Court, shall become a part of any interim order or final decree in said action, and shall constitute the sole agreement and decree relating to all matters to which this Agreement refers. The parties both waive any right to a jury trial by submission of this Agreement.

24. NON-WAIVER

No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

25. SEVERANCE

In the event any paragraph or paragraphs of this Agreement shall be declared invalid or void by any court, such declaration shall not invalidate the entire Agreement and all other paragraphs of the Agreement shall remain in full force and effect.

26. GOVERNING LAW

This Agreement and the application and interpretation thereof shall be governed exclusively by the laws of the State of Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on the ____ day of _____, 2023.

Signed, sealed and delivered in the presence of:

REBECCA ALLENA FAULKNER
Plaintiff / Wife

Notary Public

This the ____ day of _____, 2023.

Signed, sealed and delivered in the presence of:

JASON WAYNE FAULKNER
Defendant / Husband

Notary Public

This the ____ day of _____, 2023.

Agreement Prepared By:
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