

MAR 01, 2024 01:55 PM

Niki Sewell

Niki Sewell, Clerk
Coweta Superior Court

IN THE SUPERIOR COURT OF COWETA COUNTY
STATE OF GEORGIA

AMELIA JOHNS-RILEY,	:	
Plaintiff,	:	
	:	CIVIL ACTION
vs.	:	FILE NO. SUV2023001121
	:	
CALEB A. RILEY,	:	
Defendant.	:	

SETTLEMENT AGREEMENT

THIS *SETTLEMENT AGREEMENT* is made and entered this 1st day of March, 2024, by and between AMELIA JOHNS-RILEY (hereinafter "Wife" or "Mother") and CALEB A. RILEY, (hereinafter "Husband" or "Father").

WITNESSETH:

WHEREAS the parties hereto were lawfully married on March 24th, 2017; and

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

WHEREAS, Wife has filed an action for divorce in the Superior Court of Coweta County; and

WHEREAS there were three (3) children born as issue of this marriage, to wit: *Finn Alan Riley*, born in 2017; *Camille Evelyn Riley*, born in 2019; and *Olive Amelia Riley*, born in 2022; and

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Settlement Agreement

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WHEREAS the parties desire to resolve by this agreement all issues including without limitation, alimony, child support, child custody, visitation, division of property, division of debts and attorneys' fees; 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; and

WHEREAS, both parties agree to a *Final Judgment and Decree of Decree* being issued as soon as may be administratively feasible; and

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

I. 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 and indirect, by the other as fully as if sole and unmarried to each other.

II. CHILD CUSTODY AND VISITATION

(A) The parties have agreed upon custody and visitation provisions concerning their minor children and such are set forth in a *Consent Parenting Plan* which has been executed by the parties and shall be submitted to the court for approval and signature.

(B) It is the purpose of this Order to foster a full, complete and meaningful

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relationship between both parties and the minor children. The parties shall consult with each other in good faith on all material matters concerning health, education, religious training, extra-curricular activities, and other significant aspects of the life and welfare of the minor children. Neither party will make any significant decision on these issues without seeking input from the other party. Wife and Husband will try in good faith to agree on these major decisions.

(C) Other than day-to-day decisions, all decisions affecting a child's growth and development, such as choice of school, choice of camp, major medical treatment, special lessons, psychotherapy, psychoanalysis or like treatment, part or full-time employment, religious matters, and hazardous sports or activities shall be considered major decisions and shall be decided by the parties together, including - in the case of a DNR (Do Not Resuscitate) Order, in which case the consent of both Parties is required.

(D) In the event that the parties cannot reach an agreement on any major decision, the Wife shall be the tie-breaking decision-maker on all issues involving extra-curricular activities and non-emergency medical decisions, and Father shall be the tie-breaking decision maker regarding educational decisions and religious upbringing.

(E) Each parent shall be entitled to complete and full information from any teacher or school that gives instruction to a minor child or to which a minor child may attend, and pediatrician, general physician, dentist, psychologist, psychiatrist, consultant, or specialist attending or examining a minor child, and to have copies of any reports given by any of them to a parent. This agreement acts as a complete release to said individuals, requiring them to provide requested information and documents to each parent upon request. Both parties shall be designated legal custodians for the specific purpose of receiving any information concerning the

minor children. Husband and Wife shall be entitled to reasonable notice of and be present at any meeting scheduled with any teacher, instructor, doctor, psychologist, psychiatrist, consultant, or care giver and of any performances, contests or recitals in which a minor child participates. The parties each shall have the right to request that the school or counselor of a child notify each of them of any and all teacher conferences or counseling sessions or meetings involving a child, and both parties shall have the right to be in attendance at such meeting, so that there may be unanimity with regard to a course of action designed to nurture the psychological development and growth of a child. Each party shall give the other as much advanced notice as possible of any special events at school, church or other extra-curricular activities of any nature such as parent open-house, recitals, athletic events, scouting field trips, summer camps, performances, or any other activities where parents may observe or participate in the activities of a child, which only that party would have knowledge, so that the other may attend these activities. Each party shall notify the other of all email information, web sites, etc. where information can be obtained regarding the activities of the child. Both parties shall be added to a child's "green card" and other documents at a child's school as a custodian of the child, which include, but are not limited to, any documents that allow a party to pick a child up from school or check the child out from school. Each party shall be added as a custodian and emergency contact on all documents, including, but not limited to, documents with medical and educational providers.

(F) The parties shall exert every reasonable effort to maintain free access and unhampered contact between the minor children and each of the parties and to foster a feeling of affection between the minor children and the other party. Neither parent shall make any unkind remarks or derogatory statements about the other parent to or in the presence of the minor



children and shall do nothing that could damage the love or respect of the minor children for the other parent, or which may hamper the free and natural development of the minor children's love and respect for the other parent.

(G) The parties shall keep the other informed of the health and whereabouts of the minor children. The parties shall keep each other informed of current addresses, home telephone numbers, and mobile telephone numbers. The parents shall have the right to contact the children by telephone at reasonable hours, at reasonable intervals, and for reasonable durations of time. The minor children shall be permitted free access to telephones to allow communication with the other parent.

(H) In the event of a major illness of a minor child at any time ("major illness" being defined as lasting over 48 hours or requiring treatment by a doctor or a hospital or emergency room or clinic), the party having physical possession of a minor child shall immediately communicate with the other party by telephone or other suitable means and during such illnesses, each party shall have the right to visit a minor child as reasonably often as he or she desires. Both parties shall have full access to meet with doctors and healthcare professionals who are caring for a minor child. In the event of an emergency, and if the other party cannot be reached, the party with physical possession of the minor child at the time of the emergency shall have the right to make any emergency medical decisions and specifically to authorize any medical treatment reasonably necessary for the minor child. The parties mutually agree that if either of them has any knowledge of any illness or accident or other circumstance affecting a child's health or general welfare, the Husband or the Wife, as the case may be, will promptly notify the other of such circumstance.

(I) In the event that the Father obtains any emergency medical treatment for a child from a health care practitioner (whether a medical doctor, physician, physician's assistant, nurse practitioner, nurse, osteopath, optometrist, audiologist, chiropractor, etc.), he shall notify the Mother of such fact at the earliest possible time but in no event later than twenty-four (24) hours following the commencement of such medical treatment. In the event that the Father obtains any non-emergency medical treatment for a child from a health care practitioner (whether a medical doctor, physician, physician's assistant, nurse practitioner, nurse, osteopath, optometrist, audiologist, chiropractor, etc.), he shall notify the Mother of such fact at the earliest possible time. In the event that a child contracts, becomes infected with, or otherwise suffers from any disease, disorder, condition, or malady for which no medical treatment from a health care practitioner is sought, he shall notify the Mother of such disease, disorder, condition, and/or malady at the earliest possible time. The Mother shall, of course, follow any prescribed and/or recommended medical treatment which a child receives from a health care practitioner during any period of her physical custody.

In the event that the Mother obtains any emergency medical treatment for a child from a health care practitioner (whether a medical doctor, physician, physician's assistant, nurse practitioner, nurse, osteopath, optometrist, audiologist, chiropractor, etc.), she shall notify the Father of such fact at the earliest possible time but in no event later than twenty-four (24) hours following the commencement of such medical treatment. In the event that the Mother obtains any non-emergency medical treatment for a child from a health care practitioner (whether a medical doctor, physician, physician's assistant, nurse practitioner, nurse, osteopath, optometrist,



audiologist, chiropractor, etc.), she shall notify the Father of such fact at the earliest possible time. In the event that said child contracts, becomes infected with, or otherwise suffer from any disease, disorder, condition, or malady for which no medical treatment from a health care practitioner is sought, she shall notify the Father of such disease, disorder, condition, and/or malady at the earliest possible time. The Father shall, of course, follow any prescribed and/or recommended medical treatment which a child has received from a health care practitioner during any period of his physical custody.

III. ALIMONY

The Husband hereby waives his right to periodic alimony for his support, and Husband hereby waives the right as provided in Ga. Code Ann. § 30-220 *et seq.* (Harrison 1977), O.C.G.A. §19-6-19 *et seq.* (Michie 1982), or as provided under any other provision of Georgia Law, or as provided under any laws of any other jurisdictions, to modify this provision providing for no periodic alimony to the Husband.

The Wife hereby waives her right to periodic alimony for her support, and Wife hereby waives the right as provided in Ga. Code Ann. § 30-220 *et seq.* (Harrison 1977), O.C.G.A. §19-6-19 *et seq.* (Michie 1982), or as provided under any other provision of Georgia Law, or as provided under any laws of any other jurisdictions, to modify this provision providing for no periodic alimony to the Wife.

Both parties, by signing this *Settlement Agreement*, intend this to be a knowing and express waiver of their statutory rights to modify alimony and specifically rely on the case of Varn v. Varn, 242 Ga. 309, 248 S.E.2d 667 (1978) and Cannon v. Cannon, 270 Ga. 640 (1999).

IV. CHILD SUPPORT

- a) Husband's gross monthly income is approximately \$6,081 and Wife's gross monthly income is \$5,000.
- b) Both parties agree that an income deduction order is not necessary at this time.
- c) Based upon the agreement of the parties and evidence presented, including the *Child Support Worksheets*, Schedules A through E, incorporated herein by reference, child support is determined in accordance with the terms set forth herein.
- d) Children for whom support is being determined are: *Finn Alan Riley*, born in 2017; *Camille Evelyn Riley*, born in 2019; and *Olive Amelia Riley*, born in 2022.
- e) Mother shall be the primary custodial parent and Father shall be the secondary custodial parent.
- f) The gross incomes of the parties are as stated above and on Schedule A.
- g) Pursuant to the Child Support Worksheet, and in accordance with the agreement of the parties, the pro-rata share of the Basic Child Support Obligation is 48% for Mother and 52% for Father.
- h) Medical, dental and vision insurance for the child is available at a reasonable cost and are to be provided by Father.

- i) The children do not receive Title II Social Security Act Benefits.
- j) The parties are not requesting a parenting time deviation.
- k) Child Support according to the Child Support Worksheet for three (3) children is \$1,070 per month. Beginning February 1, 2024, Father shall pay to Mother this child support in two equal installments of \$535 on the 1st and 15th days of each month.
- l) At such time as there are two (2) children entitled to receive child support, Father shall pay to Mother the sum of \$940 per month. The parties agree that these child support payments shall be paid in two equal installments on the 1st and 15th days of each month.
- m) At such time as there is one (1) child entitled to receive child support, Father shall pay to Mother the sum of \$676 per month. The parties agree that these child support payments shall be paid in two equal installments on the 1st and 15th days of each month.
- n) Father's obligation to pay monthly child support for the minor children shall continue until the all the children reach the age of eighteen (18) years, marry, die, join the armed service, or become emancipated, whichever happens first unless a child is enrolled full time in high school, in which case such child support payments will continue until high school graduation or until the child reaches the age of twenty (20), whichever comes first.

V. EXTRACURRICULAR ACTIVITIES

(A) The parties shall divide any cost associated with the children's extracurricular activities with 50% being paid by Father and 50% being paid by Mother. Any and all invoices for extracurricular activities shall be provided to the other party with at least thirty (30) days' notice of the due date and amount. Email is acceptable. Payment shall be made directly to the

provider prior to the due date. In the event one party incurs an extracurricular activity expense and is required to pre-pay without notice, that party shall submit payment verification to the other party within thirty (30) days of incurring the expense (email is acceptable) and the other party shall reimburse the other within thirty (30) days of receipt of same.

(B) The parties shall equally divide (50%/50%) the costs of work-related childcare/afterschool expenses for the minor children. Payments shall be made by each party weekly as required by the provider to be paid directly to the childcare provider.

VI. ATTORNEYS FEES

Each party shall be responsible for their own attorney's fees.

VII. CHILDREN'S MEDICAL INSURANCE

Father shall maintain sufficient medical and hospitalization insurance to cover medical, drug, clinic, hospital and outpatient charges incurred for the benefit of each child until such time that a child is no longer eligible or until a child attains eighteen years of age and has a job that provides insurance.

Any medical, dental, orthodontic, ophthalmological, and psychological expenses of the parties' children which are not paid and covered by any policy of insurance shall be paid 50% by Father and 50% by Mother. The party incurring the medical expenses for a child shall submit the invoice or proof of payment to the other party within thirty (30) days of incurring said expense.

The other party shall reimburse within thirty (30) days of receipt of notice. Notice may be sent via email.

It shall be the responsibility of each parent to present the other with copies of all medical expenses incurred for a child where reimbursement is sought. Each parent is to assist the other by completing any professional, hospital, or clinic forms furnished which are required in order for the insurance company to process any claim for medical expenses for the benefits incurred as a result of treatment or services rendered to a child of the parties. O.C.G.A. §19-6-19(b).

VIII. DIVISION OF PROPERTY

A. REAL PROPERTY

The parties are co-owners of property located at and known as 302 Northridge Drive, Senoia, Coweta County, State of Georgia (hereinafter the "Peachtree City Residence").

The parties have entered into a *Private Letter Agreement* providing for the sale of the Property. Said *Private Letter Agreement* shall not be filed in the public record except for the purpose of enforcement. The *Private Letter Agreement* shall be admissible into evidence in any action necessary to enforce its terms.

The parties acknowledge that Husband shall have sole exclusive use and possession of the Property while it is being marketed for sale and until such time as a sale of the Property is finalized. Husband agrees to keep the interior of the Property in a condition appropriate for showing and marketing of the home.



Husband shall be responsible for paying all indebtedness, utility bills, and other costs associated with the Property until such time as a sale is consummated.

Other than the parties' current mortgage associated with the Property, both parties shall be restrained and enjoined from granting any deed to secure debt conveying to any lender any interest in the Property, or otherwise use the residence as security for any loan subsequently obtained by him or her, without the written consent of the other party.

Husband and Wife shall each be entitled to equally (50/50) the mortgage deduction and real estate tax deductions associated with the Property for the 2023 calendar year.

The parties shall equally (50/50) divide any escrow refund that the mortgage holder provides the parties following the sale of the property.

At such time as the property is sold, the proceeds from the sale shall be dispersed as follows:

- (A) To satisfy all valid encumbrances against the Property created on or before the date of execution of this agreement, including the deed to secure primary mortgage, all ad valorem taxes due on the date of closing of the sale, and all hazard insurance premiums due on the date of closing of the sale;
- (B) All costs of sale, including reasonable broker's commission;
- (C) Husband shall receive the following amounts, and he shall immediately pay the sums noted below to each creditor such that each debt is paid in full:

1. Internal Revenue Service – approximate balance \$3,845.00

2. Lending Club Loan – approximate balance \$6,083.61

3. Discover credit card – approximate balance \$1,553.73

(D) Wife shall receive the following amounts, and she shall immediately pay the sums noted below to each creditor such that each debt is paid in full:

1. Capital One credit card – approximate balance \$3,222.69
2. Capital One credit card – approximate balance \$5,229.23
3. Chase credit card – approximate balance \$2,033.34
4. Discover credit card – approximate balance \$7,004.14
5. Credit One credit card – approximate balance \$574.26
6. Synchrony (Rooms to Go) credit card – approximate balance \$1,334.65
7. Delta Community Credit Union Loan -- approximate balance \$7,569.59
8. Citizens One (Vivint Smart Home alarm system financing) -- approximate balance \$838.93

(d) Then any remaining net proceeds shall be equally divided between the parties; however, Wife shall receive her half plus \$2,625.00, and Husband shall receive his half minus \$2,625.00. \$2,625.00 represents \$1,950.00 in unpaid child support pursuant to the parties' temporary agreement plus half of the proceeds of the golf cart sold by Husband (total sale price \$1,350.00).

B. PERSONAL PROPERTY

The parties have made an amicable division of their household furniture, furnishings and personal effects.

Husband is awarded the sole and exclusive title to and possession to his own clothes, jewelry, and personal property that are currently in his possession.

Wife is awarded the sole exclusive title to and possession to her clothes, jewelry, and personal property currently in her possession.

C. VEHICLES

Husband shall have sole right, title, use and possession of the 2019 Ram 1500 automobile currently in his possession and be financially responsible for all costs associated with said vehicle, including but not limited to insurance, repairs, maintenance and upkeep.

Wife shall have sole right, title, use and possession of the 2016 Toyota Highlander automobile currently in her possession and be financially responsible for all costs associated with said vehicle, including but not limited to insurance, repairs, maintenance and upkeep.

D. RETIREMENT ACCOUNTS

Each party shall retain, as their separate property free from any claim of the other, any and all retirement and/or pension accounts in their individual names, except as follows:

Wife shall be entitled to 50% of the marital portion of Husband's pension with IBEW.

Husband and Wife shall divide all costs associated with preparation of a *Qualified Domestic*

Relations Court Order or other appropriate court order to implement this division with 60% of Sis costs being born by Husband and 40% of said costs being born by Wife. Wife shall be entitled to choose the attorney.

E. OTHER FINANCIAL ACCOUNTS

Except as set forth in in subsection (D) above or otherwise expressly provided by the terms and provisions of this *Settlement Agreement*, Husband shall have, enjoy, and retain the sole and exclusive title to and possession of all other personal property titled in his name, individually and/or jointly with any other person, including, but not limited to: cash money; monies on deposit in checking, savings, credit union, money market, and other banking accounts; certificates of deposit; investment accounts; stocks; stock options; bonds; debentures; life insurance policies; annuities; jewelry; articles of clothing; etc., free of any and all claims of Wife.

Except as otherwise expressly provided by the terms and provisions of this *Settlement Agreement*, Wife shall have, enjoy, and retain the sole and exclusive title to and possession of all other personal property titled in her name, individually and/or jointly with any other person, including, but not limited to: cash money; monies on deposit in checking, savings, credit union, money market, and other banking accounts; certificates of deposit; investment accounts; stocks; stock options; bonds; life insurance policies; annuities; jewelry; articles of clothing; etc., free of any and all claims of Husband.

Hereafter, each of the parties shall have, own, and enjoy, independently of any claim or right of the other party, all items of personalty of every kind, nature, and description, and wherever situated, which are now owned by him or her, with full power to dispose of the same fully and effectually and for all purposes.

IX. TAXES

- (a) The parties shall file separate tax returns beginning in calendar year 2023.
- (b) For calendar year 2023 and all future years, Wife shall release the dependency exemption for the parties minor child, *Camille Evelyn Riley*, to Husband.
- (c) Wife shall be entitled to claim the parties two children, *Finn Alan Riley* and *Olive Amelia Riley* as exemptions on her federal and state income tax returns beginning in calendar year 2023 and continuing in every year thereafter.
- (d) Husband shall hold Wife harmless from any and all assessments of income taxes resulting from an audit of any joint federal and/or state income tax return filed by the parties to the extent that such additional taxes are the direct result of any unreported income earned/received by the Husband and/or a disallowed deduction attributable solely to the Husband. In connection herewith, the Husband shall:

- 1. Indemnify and hold Wife harmless for any and all assessments or losses of every kind, character and description by any income taxing authority;

2. Defend all attempts to impose any assessment or collect the same against Wife or against any property of Wife, including that conveyed or transferred herein at his sole cost and expense; and,
3. Take any and all legal and other action necessary to protect all property belonging to Wife.

Should Husband fail to perform any of his obligations hereunder, Wife shall be entitled to recover from Husband any and all losses or assessments, together with all expenses, including reasonable attorney's fees.

(e) Wife shall hold Husband harmless from any and all assessments of income taxes resulting from an audit of any joint federal and/or state income tax return filed by the parties to the extent that such additional taxes are the direct result of any unreported income earned/received by the Wife and/or a disallowed deduction attributable solely to the Wife. In connection herewith, the Wife shall:

1. Indemnify and hold Husband harmless for any and all assessments or losses of every kind, character and description by any income taxing authority;
2. Defend all attempts to impose any assessment or collect the same against Husband, or against any property of Husband, including that conveyed or transferred herein at her sole cost and expense; and,

3. Take any and all legal and other action necessary to protect all property belonging to Husband.

Should Wife fail to perform any of her obligations hereunder, Husband shall be entitled to recover from Wife any and all losses or assessments, together with all expenses, including reasonable attorney's fees.

(f) Each party acknowledges and represents that he or she is entirely responsible for the tax consequences related to the settlement of this case, except as specifically stated herein. Each party agrees to rely upon the advice and counsel of his or her own accounting and tax representative, if any, for the determination of such consequences. The parties understand that no counsel named in this section has undertaken to advise his or her client in the area of taxes or tax consequences relative to the parties' *Separation Agreement* regarding taxes as embodied herein, and that each of the parties has had the opportunity to retain or seek separate tax advice from a tax specialist relative to same. Each party specifically acknowledges that neither John B. Cunningham nor Lisa K. Inagawa, Esq. have (1) been asked to give any tax advice, (2) given any tax advice to Husband or Wife, (3) or explained or attempted to explain income or estate tax consequences, implications, advantages, or disadvantages or any transfers, conveyances, waivers or payments provided for within this *Separation Agreement*. The parties acknowledge that they have been advised to seek their own independent tax advice by retaining a certified public accountant, account, tax attorney or tax advisor with reference to the tax implications involved in this *Agreement*.

X. INDEBTEDNESS

Except as otherwise expressly provided herein, each party shall be responsible for the payment of the debts that each one has incurred prior to execution of this *Settlement Agreement* and neither party shall henceforth generate or create any future debt or obligation for the other party. Except as may be otherwise expressly referenced herein, there are no joint credit or other debts wherein both parties are liable to creditors. Each of the parties shall be solely responsible for the payment of any account, debt, or other bill which is solely in that party's name regardless of when said debt may have been incurred. Neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereinafter make and shall not hereafter create any obligations or engagements in the name of another or against the other and shall never hereinafter secure or attempt to secure any credit upon or in connections with the other in his or her name. Each party further agrees to indemnify and hold harmless the other for any and all liabilities that may arise from his or her failure to perform any and all such obligations with respect to this section.

Neither party shall cause to be made any further encumbrances or debts to any joint accounts. Should a party do so, that party shall solely be responsible for the additional debt that has accrued on the account and shall hold the other party harmless in the payment of those additional expenses. The party incurring the additional debt shall defend the other against any attempts by any of the creditors to collect the same from the innocent party and further promises to indemnify the innocent party fully from any liability and expenses, including legal expenses, which may result from the incurring party's obligations accounts should be closed or inactivated

A handwritten signature in black ink, appearing to be 'AJR' followed by a flourish.

within five (5) days of the execution of this agreement.

The parties further agree that the following marital debt shall be satisfied by the proceeds from the sale of the marital home as detailed hereabove.

XI. INDEMNIFICATION

Husband agrees to indemnify Wife and hold Wife harmless against any claims for the debts, or any of them, set forth in paragraph (XI). Should Wife be required to pay or defend any claim for any such debt or debts Husband will pay or reimburse the full amount of such claim, together with any costs of defense, including attorney's fees.

Wife agrees to indemnify Husband and hold Husband harmless against any claims for the debts, or any of them, set forth in paragraph (XI). Should Husband be required to pay or defend any claim for any such debt or debts Wife will pay or reimburse the full amount of such claim, together with any costs of defense, including attorney's fees.

XII. WAIVER OF STRICT PERFORMANCE

The failure of either Husband or Wife to insist upon strict performance of any provision of this *Settlement Agreement* shall not be construed to be a waiver of any subsequent default or performance of the same or similar nature.

XIII. NOTICES FORMAL REQUIREMENTS

Any notice required to be given by this *Settlement Agreement* shall be deemed effective if made in writing and sent by email to the email address of the party to be notified.

XIV. CHANGE OF ADDRESS

Any change in Husband's or Wife's address shall be communicated to the other party in writing, together with the effective date of such change, and sent to the other party, by certified or email, at the address given in this subparagraph or at the last address changed in accordance with this subparagraph.

XV. APPLICABLE LAW

This *Settlement Agreement* shall be construed and governed in accordance with the laws of the State of Georgia.

XVI. PARTIAL INVALIDITY

If any provision or provisions of this *Settlement Agreement* is or are held to be invalid or unenforceable, all other provisions are, nevertheless, continued in full force and effect.

XVII. IMPLEMENTATION OF AGREEMENT

Husband and Wife agree to execute any documents required to affect the terms of this *Settlement Agreement* and to perform any other legal act required to implement or effect the terms and intention of this *Settlement Agreement*.

XVIII. FULL SETTLEMENT

The provisions of this *Settlement Agreement* are intended and accepted by Husband and Wife as a full and final settlement of any and all rights or obligations either may have from or to the other in relation to an action for divorce which shall be filed by Wife. Husband and Wife acknowledge that each has read the provisions of this *Settlement Agreement* and enters into same voluntarily and without duress.

XIX. CONSENT TO TRY

Both parties hereto agree that at the expiration of thirty-one (31) days from the date of service, a final order granting a complete divorce between the parties shall be presented to the Superior Court by motion for judgment on the pleadings. The parties further understand that this *Settlement Agreement* shall be incorporated into any final order, and each party hereby waives all right to a trial by jury on any of the issues which might be raised in the aforementioned divorce action.

XX. ACKNOWLEDGEMENT

Each party hereto acknowledges, warrants, and represents that he or she:

(a) Has read this *Settlement Agreement* in its entirety and fully understands each and every term and provision hereof;

(b) 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 *Settlement Agreement*;

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(c) Fully understands the fact and circumstances surrounding the other party hereto and has determined for himself or herself that the terms and provisions hereof are reasonable, fair, and adequate;

(d) Has been afforded the opportunity to consult with an attorney of their choosing prior to the execution of this *Settlement Agreement*.

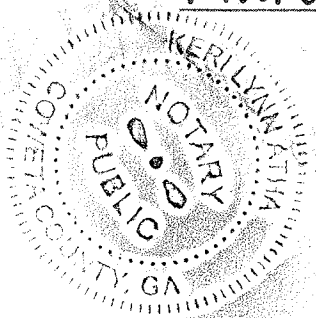
XXI. FREE AND VOLUNTARY

The parties acknowledge that they are entering into this *Settlement Agreement* freely and voluntarily; that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein; that all the provisions hereof, 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. The parties hereby expressly state that they are sufficiently familiar with the financial affairs of the other that neither Husband nor Wife desires formal discovery of such matters.

XXII. EFFECTIVE DATE

This *Settlement Agreement* shall become fully effective and binding on the date first written above, which shall henceforth be known as the "date of execution of this Agreement".

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals to this *Settlement Agreement*, each of which shall constitute an original, this 1st day of March, 2024.



Amelia Johns-Riley
AMELIA JOHNS-RILEY
Plaintiff

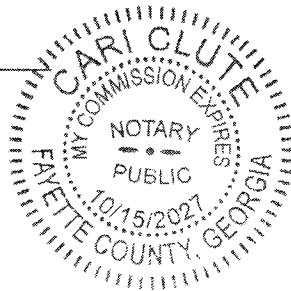
Sworn to and subscribed before me this 1st day of March, 2024.

Ker Atina
NOTARY PUBLIC

Caleb A. Riley
CALEB A. RILEY
Defendant

Sworn to and subscribed before me this 21 day of February, 2024.

Cari Clute
NOTARY PUBLIC



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