# IN THE SUPERIOR COURT OF COBB COUNTY STATE OF GEORGIA

STEPHANIE Y. GRIER-JOHNSON

Plaintiff,

-VS-

CIVIL ACTION NO. 23-1-8123-56

JAMES P. JOHNSON, SR.,

Defendant.

# SETTLEMENT AGREEMENT

This Agreement, made and entered into on this <u>16th</u> day of April, 2024, by and between James P. Johnson, Sr. (hereinafter "Husband" and "Father") and Stephanie Y. Grier-Johnson (hereinafter "Wife" and "Mother"); and

## WITNESSETH

WHEREAS, the parties to this Agreement were married in due form of law on or about April 27, 2002;

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 that there exists no reasonable chance of reconciliation;

WHEREAS, there is one minor child born of this marriage, to wit: Mason Alexander Johnson born in 2012;

WHEREAS, the parties desire to settle all matters of alimony, child support, custody, visitation, division of property, debts, attorney's fees, 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 sufficiency of which

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Connie Taylor, Clerk of Superior Court Cobb County, Georgia is hereby acknowledged, the parties do agree as follows:

1.

## NON-INTERFERENCE: INCORPORATION INTO DIVORCE

A. Noninterference: The parties shall continue to live separate and apart and each shall be free from the interference, molestation, authority and control, direct or indirect, by the other. Further, both parties are hereby enjoined and restrained from doing, or attempting to do, or threatening to do, any act of injury, maltreating, molesting, harassing, harming, or abusing the other party in any manner, whatsoever.

B. Incorporation into Divorce Decree: Upon approval of the Judge presiding in the Superior Court of Cobb County, this Settlement Agreement executed between the parties shall become and be made a part of the Final Judgment and Decree entered in the divorce suit now pending and shall be incorporated therein and made a part thereof by reference. Each of the parties to this Agreement agrees to obey and comply strictly with each and every term and provision of the Agreement and agrees that the Agreement and the obligations to comply therewith shall be made an Order of the Court. Notwithstanding such incorporation, this Agreement shall survive independently of the final order and decree.

#### 2.

#### PROMISE TO EXECUTE

Each party covenants that he or she shall, upon request of the other, now or at any time in the future, execute any and all documents and do any and all other things needful or reasonably necessary to effect the terms and the intent of this Settlement Agreement or to ensure the other party's ability to enjoy her or his rights under this Settlement Agreement. Such actions may include, by way of example and not by way of limitation, execution of deeds, title documents, assignments, registration documents, waivers, disclaimers, affidavits, court documents, and the like.

3.

## CUSTODY AND PARENTING TIME

The parties shall have joint legal and physical custody of the minor child. Mother and Father shall exercise parenting time as more fully outlined in the Parenting Plan filed concurrently herewith.

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## CHILD SUPPORT

4.

The parties shall share joint legal and physical custody of the minor child and agree that neither party shall pay child support.

Health insurance is currently available through Mother's employer and Mother shall continue to provide insurance for the minor child as long as it is available through Mother's employer at a reasonable cost and the child is eligible for child support.

The parties shall be equally responsible for and split 50/50 any uninsured , healthcare expenses incurred for the child's health care (including, but not limited to, medical, dental, mental health, counseling, hospital, vision care and prescriptions). The party who incurs a health care expense for the child shall provide verification of the amount to the other party within thirty (30) days of the date the expense is incurred; that party shall reimburse the incurring party (or pay the health care provider directly) for their percentage of the expense within thirty (30) days after receiving the verification of a particular health care expense.

Unless otherwise agreed, the parties shall be individually responsible for the expense of any extracurricular activity in which that party chooses to enroll the minor child.

#### 5,

### NO SPOUSAL SUPPORT

Neither party shall have any obligation to pay spousal support to the other now or in the future and each waives any other claims for alimony he or she may now or in the future have against the other, including but not limited to, any and all future rights to seek a statutory modification of alimony pursuant to O.C.G.A. § 19-6-19, and any and all future laws regarding alimony modification as may be enacted in this or any other state. Both parties intend this to be a knowing and express waiver of their statutory rights to modify alimony, based upon a change in the income or financial status of either party and they acknowledge they have been informed that they have such modification rights under the law as specifically set forth in O.C.G.A. § 19-6-19, et seq. and the parties are specifically relying upon the case of <u>Varn v. Varn</u>, 242 Ga. 309.



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### WAIVER OF MARITAL RIGHTS

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, dower, courtesy, years 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 it 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 and retaining that property and that property shall be free from any claim by the other or his or her estate.

### 7.

## INSURANCE

From and after the entry of the Final Judgment and Decree of Divorce, Husband and Wife shall be fully and solely responsible for and shall pay any premium and deductible incident to any medical, dental, and hospitalization insurance coverage they may choose to purchase or continue for themselves in the future. Neither party shall be required to provide any insurance coverage for the other. Each party shall be solely responsible for any unpaid medical or dental bills that may exist on the date of execution of this Agreement and that arise at any time thereafter.

#### 8.

#### DEBTS

The parties agree that each shall be responsible for payment of any debts in his or her individual name.

The Wife agrees to indemnify and hold the Husband harmless from any and all debts that she is obligated to pay pursuant to this Agreement. The Wife also agrees to indemnify and hold the Husband harmless for expenses, costs of defense or collection, attorney's fees, and expenses of any possible future bankruptcy proceedings as a result

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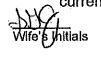
of any monies due to the Husband under this Agreement and/or any debts that the Wife is obligated to pay under this Agreement.

The Husband agrees to indemnify and hold the Wife harmless from any and all debts that he is obligated to pay pursuant to this Agreement. The Husband also agrees to indemnify and hold the Wife harmless for expenses, costs of defense or collection, attorney's fees, and expenses of any possible future bankruptcy proceedings as a result of any monies due to the Wife under this Agreement and/or any debts that the Husband is obligated to pay under this Agreement.

9.

### MARITAL RESIDENCE

- A. Use and Possession of Marital Residence. Husband and Wife are the record titleholders to real property located at 3801 Thackary Drive, Powder Springs, Georgia 30127 (the "Marital Residence"). From and after the date of this Agreement, Wife shall maintain sole ownership, use and possession of the Marital Residence. Wife shall be solely and individually responsible for all of the costs and/or indebtedness associated with the Marital Residence and Wife agrees to indemnify and hold Husband harmless thereon. Wife shall hold Husband harmless for and fully indemnify him against any and all liability with respect to any actions brought by third parties arising from or concerning the Marital Residence. Husband shall vacate the Marital Residence and remove any and all personal belongings within thirty (30) days of the date of this Agreement. Wife shall be responsible for all costs associated the maintenance, upkeep and liabilities (HOA, taxes, mortgage payments, day-to day repairs, landscaping, etc.) until the home is sold.
- B. Refinancing of the Marital Residence. Prior to the execution of this Agreement, Husband obtained an appraisal of the Marital Residence at \$635,000 and Wife obtained an appraisal of the Marital Residence at \$550,000. The parties agree that the average of said appraisals, or \$592,500, shall be deemed to be the current Fair Market Value of the Marital Residence for purposes of this refinancing provision. Within seven (7) calendar days of signing this Agreement, Wife shall obtain a 10-day payoff statement from the mortgage company to determine the current debt on the Marital Residence. Wife shall commence the refinancing within



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seven (7) business days of signing this Agreement, and shall have sixty (60) days from the date of signing this Agreement to complete the refinancing of the mortgage to pay Husband one-half (50%) of the equity therein, less the mortgage at the time of the refinancing and one-half of the closing costs. In connection with said refinancing, Husband shall deliver fully executed Quitclaim Deed to Wife's attorney upon request transferring all of his right, title and interest in and to the Marital Residence to Wife. If the refinancing is not timely consummated and Husband paid his 50% of the equity as outlined herein, the Deed shall promptly be returned to Husband.

- Sale of the Marital Residence. If Wife is unable to timely remove Husband from Ċ. the mortgage on the Marital Residence and pay Husband 50% of the Net Equity as outlined herein within sixty (60) days of the date of this Agreement, then in accordance with their separate Property Agreement (the "Property Agreement") regarding same, the Marital Residence shall be listed for sale within seven (7) days of the expiration of said refinancing period and shall be sold as soon as possible and the parties shall split the proceeds 50/50. The parties shall use their best efforts to agree on all of the terms of the sale of the Marital Residence, including, but not limited to, the listing agent, listing price, listing price reduction(s), and sales price/terms. In the event of any disagreements, the terms of the sale of the Marital Residence shall be controlled by the parties' Property Agreement, which shall be signed by both parties, but shall not be filed with the Court except as part of an enforcement action and then filed under seal to protect the financial privacy of the parties. The Property Agreement shall be incorporated by reference into the Final Decree and made an Order of the Court.
- D. Mortgage Interest/Tax Deduction. Wife shall be entitled to claim any mortgage interest and tax deductions for the Marital Residence beginning in tax year 2023.

10.

## EQUITABLE DIVISION OF RETIREMENT ACCOUNTS

As an equitable division of property, Husband shall receive 50% of Wife's T. Rowe IHG 401(k) with an approximate aggregate value of \$200,000.00 as of February 1, 2024 (the "Valuation Date"), plus or minus investment gains or losses until the date of final <u>Stephanie Y. Grier-Johnson v. James P. Johnson, Sr.</u> Superior Court of Cobb County CAFN: 23-1-8123-56 Settlement Agreement

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division ("Wife's T Rowe IHG 401(k)") via a Qualified Domestic Relations Order ("QDRO") as provided for herein. Within thirty (30) days of the entry of the Final Judgment and Decree, the parties shall cooperate to jointly pay Matthew Lundy Law or any other agreed upon QDRO preparer, to prepare a QDRO to effectuate the transfer of said interest to Husband in accordance with the terms of this provision. The parties shall take all steps necessary to ensure said transfer does <u>not</u> cause any tax consequence to Husband or Wife. The parties agree that the Superior Court of Cobb County, Georgia, shall retain jurisdiction over this case post-divorce to enter any Order(s), to ensure that the above division of the Wife's T Rowe IHG 401(k) is properly effectuated, as set forth in this provision.

Except as otherwise provided for above, as an equitable division of property, each party shall retain all other retirement, pension, profit sharing, IRA, and other retirement accounts in his or her name, free and clear of any claims of the other.

Husband shall retain 100% of the value of the following accounts, free and clear of any claims by Wife:

- a. Walmart 401k
- b. Macy's 401k
- c. Kroger 401k

Wife shall retain 100% of the value of the following accounts, free and clear of any claims by Husband:

- a. T. Rowe Price 457b
- b. Charles Schwab Traditional IRA
- c. Fidelity Personal Investment
- d. Computershare

### 11.

## EQUITABLE DIVISION OF REMAINING MARITAL PROPERTY

The parties acknowledge that each is informed on the principles of equitable division of property and have endeavored to provide for a fair and reasonable division of all of their marital assets in this Agreement. Accordingly, the parties have agreed to a complete division of all assets as provided below. Unless expressly provided for to the contrary in this Agreement, neither party shall claim any property in the possession of the <u>Stephanle Y. Grier-Johnson v. James P. Johnson, Sr.</u> Wife s Initials

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other party following the date of execution of this Agreement. After due discussion and consideration, Plaintiff now warrants and agrees that she is fully satisfied with all aspects of the property division, allocation or settlement contained in the within Agreement. Similarly, after due discussion and consideration, Defendant now warrants and agrees that he is fully satisfied with all aspects of the property division, allocation or settlement contained in the within Agreement contained in the within Agreement. The parties agree that the following transfers are pursuant to a division of their equitable interest in the property. Each party assumes the encumbrances and liens on all of the property transferred to such party pursuant to this Agreement, and further, each recipient party shall be responsible for any income tax liability caused by the transfers. Each party agrees to indemnify and hold harmless the other party from any claim or liability that the other may suffer or may be required to pay because of such encumbrances or liens that are not specifically contemplated herein.

- A. Husband's Vehicle. Husband and Wife agree that the Toyota Tundra that is in Husband's possession or control on the date of execution of this Agreement shall be retained by Husband. Wife hereby waives and releases any and all claim that she may have thereto. Husband and Wife shall promptly execute such documents that may be necessary to facilitate the transfer of registration and/or title of said vehicle to Husband (if any) at any time that Husband requests following execution of this Agreement. Husband shall be solely and individually responsible for all of the costs and/or indebtedness associated with said vehicle and agrees to indemnify and hold Wife harmless thereon. Husband shall be responsible for maintaining his own insurance on said vehicle. Husband shall hold Wife harmless for and fully indemnify her against any and all liability with respect to any actions brought by third parties arising from or concerning the operation of said vehicle.
- B. Wife's Vehicle. Husband and Wife agree that the Lexus GX 460 that is in the Wife's possession or control on the date of execution of this Agreement shall be retained by Wife. Husband hereby waives and releases any and all claim that he may have thereto. Husband and Wife shall promptly execute such documents that may be necessary to facilitate the transfer of registration and/or title to said vehicle to Wife at any time that Wife requests following execution of this Agreement. Wife shall be solely and individually responsible for all of the costs and/or indebtedness

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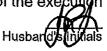
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associated with said vehicle and agrees to indemnify and hold Husband harmless thereon. Wife shall be responsible for maintaining her own insurance on said vehicle. Wife shall hold Husband harmless for and fully indemnify him against any and all liability with respect to any actions brought by third parties arising from or concerning the operation of said vehicle.

- C. Daughter's Vehicle. Husband and Wife agree that the 2019 Hyundai Elantra purchased by the parties for their adult daughter and in Husband's name shall be retained by the daughter for her use and possession and Husband shall remain solely responsible for payment of the outstanding debt on such vehicle.
- D. Husband's Residence. Husband shall have exclusive use and possession of his separate residence or any residence that he may select in the future and Wife shall make no claim whatsoever against Husband in connection with said residence or any contents of said residence. Husband shall be solely responsible for all costs arising from or related to his separate residence.
- E. Wife's Residence. Wife shall have exclusive use and possession of her separate residence or any residence that she may select in the future and Husband shall make no claim whatsoever against Wife in connection with said residence or any contents of said residence. Wife shall be solely responsible for all costs arising from or related to her separate residence.
- F. Bank Accounts. Each party shall be entitled to keep any and all banking, insurance, investment, checking, certificates of deposits, savings bonds, savings and/or money market accounts titled in his or her own name along with any funds in said accounts on the date of execution of this Agreement. The parties agree that any and all banking insurance, non-retirement investment, checking, certificates of deposits, savings bonds, savings and/or money market accounts jointly titled in their names, will be equally divided within three (3) days of the date of this Agreement and permanently closed.
- G. Personal Property. All items of personal property, including, but not limited to, clothing, personal documents, personal effects, any tools, documents, books or equipment that the parties agree that he or she routinely uses in the performance

of his or her job or profession that are in his or her possession as of the execution Stephanie Y. Grier-Johnson v. James P. Johnson, Sr. Superior Court of Cobb County CAFN: 23-1-8123-56 Settlement Agreement Page 9 of 15



of this Agreement. Additionally, each party shall be entitled to all right, title and ownership in and to art and artwork, furniture, electronic equipment, household furnishings and other tangible items that are in his or her possession as of the execution of this Agreement. The parties now warrant and agree that all items of personal property not specifically mentioned in this Agreement have been previously divided and the parties further agree that they are fully satisfied with the resulting division of all personal property.

### 12.

### FEDERAL AND STATE INCOME TAX LIABILITY

Beginning with the 2024 tax year and every year thereafter, the parties shall file separately. Each party represents that he/she has fully disclosed to the other and accurately reported all earnings and income for all prior years, and neither party has made any undisclosed withdrawals from any retirement or restricted accounts or cashed in any investment or similar accounts that would result in any taxes due in 2024 other than employment related income taxes.

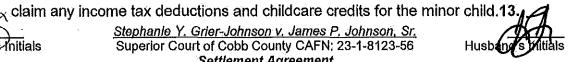
Husband shall be responsible for any income taxes, penalties, or interest associated with the income which he reports and any deductions or credits which he claims on any joint tax returns and Husband agrees to indemnify and hold Wife harmless regarding same. Wife shall be responsible for any income taxes, penalties, or interest associated with the income which she reports and any deductions or credits which she claims on any joint tax returns and agrees to indemnify and hold Husband harmless regarding same.

Each party expressly agrees to indemnify and hold harmless the other from and against any failure or refusal by said party to properly file, report, or disclose any income, deductions, schedules, or other information with their joint state and federal income tax returns for the years during their marriage in which they filed joint returns. Each party expressly agrees any such failure or refusal to file, report, or disclose information, and liability incurred or imposed related thereto, including, but not limited to, any assessment

of taxes, interest and penalties related thereto, and expenses of litigation, including reasonable attorney's fees, shall be the sole responsibility of the party who failed or refused to so file, report, or disclose information. In 2024 and all future years, Wife shall

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#### HOLD HARMLESS - WIFE TO HUSBAND

Except as otherwise expressly 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. 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 efforts to satisfy that obligation giving rise to the lien.

14.

### HOLD HARMLESS - HUSBAND TO WIFE

Except as otherwise expressly 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. 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 real or personal property in which Wife has an interest, Husband shall promptly undertake efforts to satisfy that obligation giving rise to the lien.

#### -15.

#### **AGREEMENT OF THE PARTIES**

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

# 16. UNDERSTANDING OF THIS 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 neither are operating under any disabilities; that they have read each page of the

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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 had the opportunity to seek and obtain legal advice independently of each other; that all the provisions hereof, as well as all questions pertaining thereto, have been fully and satisfactorily explained to them or that they understand such provisions; that they have given due consideration to such provisions and questions; and that they clearly understand and assent to all the provisions hereof.

### 17.

## TAX ADVICE

Wife and Husband have been advised that they should each seek expert tax advice from either a qualified tax attorney or certified public accountant to evaluate the tax consequences connected with this Agreement, if any. Wife and Husband agree and acknowledge that each has been afforded a reasonable opportunity to seek such expert tax advice as she/he may so elect prior to the signing of this Agreement. Wife and Husband acknowledge that neither one has received nor has either one relied upon tax advice from the attorneys representing the parties as the basis for entering into any of the terms and provisions contained therein.

### 18.

#### PARTIAL INVALIDITY

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

### 19,

#### WAIVER AND MODIFICATION

Both parties expressly reserve any right that he or she has to modify the terms of this Agreement under the laws of the State of Georgia. Except for those rights of modification which are expressly reserved, no modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by both parties.

20.

#### ENFORCEMENT AND INDEMNIFICATION EXPENSES

If either the Husband or the Wife defaults in any of the performance of the terms, <u>Stephanie Y. Grier-Johnson v. James P. Johnson, Sr.</u> Wife's Initials Superior Court of Cobb County CAFN: 23-1-8123-56 Settlement Agreement Page 12 of 15 provisions, or obligations herein set forth, and it becomes necessary to effectuate the performance of this Agreement by means of hiring an attorney, filing any court action, or any similar act which may be determined to be necessary solely at the discretion of the non-defaulting party, then the Party found to be in default shall pay all expenses, including reasonable attorney's fees, incurred in connection with such enforcement proceedings regardless of whether enforcement must be obtained through a contempt action or other litigation or court proceeding whatsoever.

### 21.

## MISCELLANEOUS

A. The parties shall be bound by the terms of this Agreement. This Agreement shall be offered in evidence in any action for divorce, if consistent with the terms and practices of the court granting a decree of absolute divorce, the provisions of this Agreement shall be incorporated by reference into any final decree of divorce. Notwithstanding such incorporation, this Agreement shall not be merged into any final decree of divorce but shall survive independently of such decree and shall forever be binding and conclusive on the parties. The parties declare, warrant and agree that, once incorporated into a decree of divorce, all of the terms, requirements or provisions of this Agreement shall be enforceable by an action for contempt, specific performance, as a judgment or by other judicial means.

B. This Agreement constitutes the entire agreement between the parties and supersedes any and all agreements made by them. No representations or warranties have been made by either party to the other except for those representations and warranties expressly set forth herein. This Agreement is indeed comprehensive and resolves all issues arising between the parties as a result of the marital relationship and/or the dissolution of their marriage. No provision of this Agreement shall be construed as an "agreement to agree" and, once signed by the parties, this entire Agreement shall become immediately and fully enforceable.

C. The parties acknowledge that they are entering into this Agreement freely and voluntarily; that they have read each and every 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 had ample opportunity and have

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been encouraged to seek independent legal counsel in connection with this Agreement; that they have no questions pertaining to the provisions, details and effects of this Agreement; that they have given due consideration to such provisions, details and effects; and that they clearly understand and assent to the provisions hereof. The parties acknowledge each to the other that each is mentally competent and is not suffering under any disabilities that may tend to violate any portion of this Agreement, now or in the future or that would render either party incapable of entering into this Agreement.

D. Except as otherwise expressly provided herein, each of the parties, for himself or herself and his or her heirs, legal representatives, executors, administrators, and assigns does mutually remise, release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may hereafter have against the other upon or by reason of any matter, cause, or thing up to the date of the execution of this Agreement, except any cause of action for divorce.

E. This Agreement may only be changed by the parties by mutual agreement, in writing, for any change to be valid and binding. Any changes made to this Agreement after any decree of divorce has been granted to the parties shall be approved by a court of competent jurisdiction prior to any change becoming binding on the other party. Any changes made to this Agreement prior to the granting of any decree of divorce to the parties shall be in writing, signed and notarized prior to its becoming binding on the parties. 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.

F. 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 this Agreement shall remain in full force and effect.

G. All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Georgia.

H. The parties hereto shall execute all documents, perform all acts, and do all things necessary to effectuate the provisions and conditions of this Agreement.

 I. This Agreement may be executed in multiple counterparts, each of which so

 executed shall be deemed an original and shall constitute one and the same Agreement.

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J. The consideration of this Agreement is the benefits flowing to each other by virtue hereof and the mutual promises, releases, and agreements contained herein. The adequacy of the consideration for the agreements contained herein is expressly stipulated, admitted and agreed by the Parties. Neither party shall challenge the enforceability of this Agreement on the grounds of inadequacy of consideration.

K. Time is of the essence of this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, on the date as attested to by the Notary Public opposite that party's signature below.

SWORN to and subscribed before me,

this 16th day of <u>kpci</u>, 2024.

Notary Public

JOHNS ON.S

SWORN to and subscribed before me,

this 16th day of April 2024.

Tera Lashun Hightower NOTARY PUBLIC Dougtasville County, Georgia My Commission Expires 8/25/2025





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