

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA
FAMILY DIVISION

SELMA KUYU,

Plaintiff,

v.

KAGAN KUYU,

Defendant.

*
*
*
*
*
*
*
*
*
*

CIVIL ACTION
FILE NO. 2019CV325657

SETTLEMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into this 18th day of MARCH, 2019, by and between SELMA KUYU ("Wife") and KAGAN KUYU ("Husband").

WITNESSETH:

WHEREAS, Husband and Wife were legally married on or about July 3, 1998, separated in or about December 1, 2018 and are now living in a bona fide state of separation; and

WHEREAS, there are two (2) minor children born of issue of the marriage, to wit: KAYLA KUYU, female, born 2005; and ALKIN KUYU, male, born 2010 (each a "Minor Child" and collectively, the "Minor Children.) To Plaintiff's knowledge, she is not now pregnant; and,

WHEREAS, in view of their intention to live separate and apart from each other permanently, the parties are desirous of settling all rights and obligations existing between them, including alimony, child custody, child support, the division of real and personal property, and any other claims each may have against the other arising out of their marriage, and have agreed upon the terms and

Kuyu v. Kuyu
Settlement Agreement V4
Fulton County Superior Court
Civil Action File No.: _____
Wife's Initials SK

Page 1 of 17
Husband's Initials KK

provisions and settlement of said matters and for the other matters hereinafter received in this Agreement; and,

WHEREAS, both parties hereto are able to read and write the English language, and are not under the influence of any intoxicant or drug, and are not suffering from any mental or emotional disability, so as to not be in total control of their mental and physical facilities; and,

WHEREAS, the parties desire that this Agreement be incorporated into any Final Judgment and Decree of Divorce (the "Final Judgment") entered in the aforesaid action for divorce pending between the parties.

NOW THEREFORE, in consideration of the mutual covenants and promises and the benefits to be derived by the parties as set out below, it is agreed between the parties as follows:

1.

SEPARATE

The parties shall continue to live separate and apart, free from the control and authority of the other, and each may follow and carry on such trade, business, or occupation as one shall or may from time to time choose or deem appropriate.

2.

WITHOUT INTERFERENCE

The parties shall not in any manner disturb, bother, harass, or otherwise interfere with the other, and neither party shall disturb, bother, or harass family members of the other party.

3.

DIVORCE

Wife believes that their marriage is irretrievably broken with no hope of reconciliation and request that the Court grant them a total divorce, a divorce a vinculo matrimonii such that the marriage

contract heretofore entered between Wife and Husband, from and after this date, be set aside and dissolved as if no such contract had ever been made or entered into, and Husband and Wife, formerly husband and wife, in the future shall be held and considered as separate and distinct persons, altogether unconnected by any nuptial union or civil contract, whatsoever. Husband does not consent thereto but acknowledges divorce will occur upon Wife's request and, as such, consents and agrees to the terms and provisions of this Settlement Agreement.

4.

CUSTODY/VISITATION/PARENTING PLAN

A Parenting Plan Order for the Minor Children is being filed simultaneously with this Agreement and is incorporated in and made a part of this Agreement and is to be incorporated into and made a part of the Final Judgment.

5.

CHILD SUPPORT AND CHILD SUPPORT ADDENDUM

(A) Basic Child Support. A child support worksheet has been filed contemporaneously herewith and is made a part hereof and incorporated herein and is to be made a part of and incorporated into the Final Judgment establishing the basic child support for the Minor Children payable in accordance with the drafting mandates of O.C.G.A. § 19-5-12 and § 19-6-15. Base child support, if any, shall be payable by one party to another in accordance with same and the Child Support Addendum filed contemporaneously herewith and incorporated by reference.

(B) Additional Child Support. As additional child support, the parties agree that the following costs and expenses shall be allocated between same as set forth below:

(i) Education. Wife shall pay 60% and Husband shall pay 40% of the Minor Children's educational expenses, including but not limited to, tutoring expenses, school supplies,

school fees, college application fees, college preparatory courses and college admission tests (e.g. ACT and/or SAT.)

(ii) Work Related Childcare. Wife shall pay 60% and Husband shall pay 40% of the Minor Children's work-related childcare, including but not limited to daycare expenses, pre-school and after-school programs, and camps.

(iii) Extracurricular Activities. Wife shall pay 60% and Husband shall pay 40% of the Minor Children's extracurricular activities.

(iv) Uncovered Medical Expenses. Wife shall pay 60% and Husband shall pay 40% of all uninsured and uncovered medical and dental expenses for the Minor Children, including, but not limited to, health insurance copayments, deductibles, and such other costs as are reasonably necessary for orthodontia, dental treatment, asthma treatments, physical therapy, vision care, and any acute or chronic medical or health problem or mental health illness, including psychological and psychiatric counseling and other medical or mental health expenses, that are not covered by insurance. The requirement herein of allocation of payments calls for the use of "in plan" health care providers, except in emergency situations.

(C) Reimbursement Procedure. In the event any cost or expense for additional child support is incurred by one party, he or she shall submit a proof of payment to the other party within thirty (30) days of payment, and the other party shall provide reimbursement to the party who incurred the expense within fourteen (14) days of receiving such proof. Failure by a party to provide notice of payment within such thirty (30) day period, shall constitute a waiver by the party of the right to reimbursement from the other party for such party's applicable portion of same.

(D) Duration. Child support shall be payable until such time as each Minor Child may die, marry, become fully self-supporting or otherwise emancipated, or reach the age of eighteen (18)

years, or the obligated party dies, whichever shall first occur except that such obligation shall continue until the applicable Minor Child shall graduate from high school for as long as the Minor Child is continuously enrolled as a full-time high school student, but not beyond the Minor Child's twentieth (20th) birthday.

(E) Future Modification. The child support obligation set forth herein is based upon the present income and financial status of the parties and the minority of both Minor Children. The parties agree that if the same shall be incorporated into the Final Judgment, this Agreement may hereafter only be modified on application of either party for the reasons and upon the conditions relating to modification of child support only contained in O.C.G.A. § 19-6-19 or similar statute(s) hereafter enacted.

6.

HEALTH INSURANCE FOR THE MINOR CHILDREN

Husband and Wife hereby acknowledge that Wife currently provides medical insurance, including dental and vision, for the Minor Children. Wife shall continue to maintain and timely pay all premiums for such insurance for each Minor Child for so long as available at reasonable cost through her employer, failing which Husband shall carry same if available at reasonable cost through his employer. If such insurance is not available to either party at reasonable cost, then the parties shall cooperate to locate such insurance as may be available at reasonable cost. In the event of disagreements regarding such insurance, Wife shall have tie-breaking authority. The costs of such insurance shall be divided equally (50/50) between the parties. The duration of such requirement for insurance and the reimbursement procedure shall be as set forth above for additional child support.

7.

LIFE INSURANCE

For so long as a child support obligation exists for the Minor Children, each party shall maintain in full force and effect a life insurance policy with a death benefit naming the other party as custodial beneficiary for the Minor Children in an amount no less than \$100,000.00 per party. Each party shall be solely (100%) responsible for and shall cause to be timely paid on his/her life insurance policy all dues, premiums and assessments as the same shall become due. Each party agrees that within thirty (30) days of the entry of the Final Judgment, and by no later than January 1st of each year thereafter, he/she shall provide the other party with written certification that all premiums are and have been paid and that the insurance afforded hereunder is in full force and effect and that the beneficiary designation is correct. Anything contained herein or elsewhere in this Agreement to the contrary notwithstanding, in the event a party dies and the life insurance death benefits and appropriate beneficiary designation required hereunder are not in place, the other party and/or the Minor Children, as appropriate, shall have a first charge against the deceased party's estate up to the amount of death benefits payable to same.

8.

ALIMONY

Each party waives and forever relinquishes any claims or rights each has or may have to alimony, maintenance, and/or support of any nature from the other, or his/her estate, whether in the form of periodic payments, lump sum payments, or awards of property. In executing this Agreement and pursuant to Varn v. Varn, 242 Ga. 309 (1978), each party hereby forever waives any and all

Kuyu v. Kuyu
Settlement Agreement V4
Fulton County Superior Court
Civil Action File No.: _____
Wife's Initials SK

Page 6 of 17
Husband's Initials W

right to receive alimony, spousal support, or maintenance payments, whether lump sum or periodic, from the other party and specifically waives his/her statutory right to seek a future modification of alimony based upon a change in the income or financial status of the other party pursuant to O.C.G.A. § 19-6-19.

9.

DIVISION OF PROPERTY

(A) Real Property. As a part of the equitable division of marital property, the parties hereby agree the terms of that certain Marital Real Estate Side Agreement of even date herewith between the parties and incorporated herein by this reference for the real property known as 825 Chatburn Lane, Fulton County, Johns Creek, Georgia 30097 shall control.

(B) Personal Property. Husband shall be entitled to sole possession of all of his personal and/or separate property and Wife shall be entitled to sole possession of all of her personal and/or property. The parties acknowledge and agree that they have agreed upon same and do not seek to address same herein.

(C) Motor Vehicles.

i. Husband's Vehicles. Husband shall be awarded exclusive use, possession, and ownership of any and all vehicle(s) titled in his name. Husband shall be solely obligated for any and all payments due or which may become due relating to the ownership, financing, lease, use, operation, insurance, and/or maintenance thereof, and Husband shall indemnify and hold the Wife harmless from and against any liability, damages costs or expenses (including actual legal fees) arising out of or relating to said vehicle. Wife waives any right, title, or interest in said vehicles.

ii. Wife's Vehicles. Wife shall be awarded exclusive use, possession, and ownership of the 2014 Chevy Traverse titled in Husband's name alone. Wife shall be solely obligated for any and

all payments due or which may become due relating to the ownership, financing, lease, use, operation, insurance, and/or maintenance thereof, and Wife shall indemnify and hold the Husband harmless from and against any liability, damages costs or expenses (including actual legal fees) arising out of or relating to said vehicle. Husband will take the necessary steps to affect the transfer of the title and tag registration for the vehicle into Wife's name and Husband shall waive any right, title, or interest in said vehicle.

(D) Retirement and Investment Accounts. Other than what has been set forth in this Agreement herein below, each party hereby agrees that he/she will make no claim on the other party's pensions, investment, profit sharing, 401(k) or other types of retirement or deferred compensation plans or accounts, and each party hereby waives and releases any and all right, title or interest he/she may have in any such plans, accounts, etc. of the other party. Other than what has been set forth in this Agreement herein below, each party will retain sole (100%) ownership in and to the pensions, plans, accounts, etc. in his/her name alone.

Wife has a 401(k) plan in her name alone. As part of the equitable distribution of assets between the parties, Wife shall transfer Thirty-Five Thousand (\$35,000) therefrom to an account designated by Husband. Husband shall be responsible for the cost of any and all documents required to transfer said funds. Wife shall cooperate with Husband with any information needed to effectuate the transaction.

(E) Bank Accounts. The parties acknowledge and agree there is one jointly titled checking account, account number ending with 0688 and one jointly titled savings account, account number ending with 5261 with Wells Fargo Bank. As equitable division, Wife shall retain all funds in the joint account(s) and the parties shall cooperate with each other to remove Husband's name from said accounts or, if not possible, to close the joint account(s). Husband shall discontinue using the

joint account(s) as of the date this Agreement is signed by both parties. If there are outstanding checks or debts that are not accounted for in the account as of the date Husband discontinues use of the joint account(s) they shall be disclosed immediately. Except as otherwise provided herein, all cash deposit accounts currently held in the name of Wife shall vest in and become solely the property of Wife and all cash deposit accounts currently held in the name of Husband shall vest in and become solely the property of Husband.

(F) **Personal Property.** The parties have agreed to the division of their personal property as set forth on **Exhibit "A"** attached hereto and by this reference made a part hereof. Each party shall be solely (100%) entitled to the property allocated to same on said list and the other party waives any and all right, title and/or interest in same.

(G) **Other Assets.** To the extent not otherwise addressed herein, the parties agree that any and all property or assets in the name of or in the possession of a party shall constitute the sole property of that party and the other party waives any and all right, claim or interest in or to same.

10.

DEBTS

The parties acknowledge that they have one jointly titled marital debt in the form of a home equity loan with Wells Fargo Bank, account ending with, with a balance outstanding of \$58,000 which Husband has agreed to assume responsibility for. Each party shall be solely liable for any and all debts in his or her name alone and each party shall indemnify and hold the other harmless from and against any and all liability, damages, costs or expenses (including reasonable legal fees) resulting from or relating to debt in said party's name alone. In the event any joint or marital debt is hereby discovered, then the party who incurred the debt shall be solely liable for payment of same and any related fees, penalties and/or costs.

11.

NON-USE OF OTHER'S CREDIT

Neither Wife nor Husband may hereafter incur any debts or obligations upon the credit of the other, and each shall indemnify and hold harmless the other from and against any and all liability, damages, costs or expenses (including reasonable legal fees) resulting from or relating to any debts or obligations so charged or otherwise incurred.

12.

MEDICAL INSURANCE

As of the entry of the Final Judgment, each party shall obtain and maintain his/her own individual medical/health insurance policies. Each party shall be solely liable for any and all medical, hospital, dental, psychological, drug or other like expenses, fees or costs incurred for treatment of said party, regardless when if incurred prior to, contemporaneous with or after the date of this Agreement.

13.

GARNISHMENT/INCOME DEDUCTION ORDER

A. Continuing Garnishment. Whenever, in violation of the terms of this Agreement, there shall have been a failure to make the support payments due hereunder so that the amount unpaid is equal to or greater than the amount payable for one (1) month, the payments required to be made may be collected by the process of continuing garnishment for support.

B. Income Deduction Order. Based upon the circumstances in this case, an Income Deduction Order shall be issued by the Court pursuant to O.C.G.A. § 19-6-32(a.1) at this time.

14.

TRANSFERS ARE INTENDED TO BE NON-TAXABLE EVENTS

The parties hereby reaffirm that all of the transfers between the parties contained in this Agreement are not transfers in the nature of alimony. Therefore, such transfers are not transfers constituting taxable events but rather constitute an equitable division of marital property accumulated by the parties. As such, the transfers do not constitute taxable transfer events under the Internal Revenue Code.

15.

TAXES

(A) Joint Returns. Each party holds the other harmless from any and all additional assessments of income taxes, penalties, interest charges, or other liability resulting from audits or adjustments imposed by federal and state governments for all taxable years during the marriage term, including the year any divorce is granted, in which they filed joint returns, which assessment or adjustment, etc. related to or arose from a deduction, credit or other claim incorrectly made by a party. Each party agrees to divide any tax liability on any future filed joint tax returns not relating to or arising from the above in proportion to the amount due according to their wages after taking into account the amounts withheld from such wages. In the event any tax refund results from filing joint returns, the parties agree to divide the refund according to the same proportion.

(B) Separate Returns. The parties have been advised that they must file separately for any year in which a divorce becomes final. Each party agrees to indemnify and hold the other harmless from and against any and all damages, liabilities costs or expenses, including attorneys' fees and costs actually incurred, which arise out of the indemnifying party's individually filed tax returns.

(C) Minor Children Tax Deductions/Credits. For so long as both Minor Children qualify for such treatment and the parties share joint physical custody, Husband shall be entitled to claim Minor Child Kayla Kuyu on his tax returns for all related tax deductions and credits and Wife shall be entitled to claim Minor Child Alkin Kuyu on her tax returns for all related tax deductions and credit. When only one (1) Minor Child qualifies for such treatment, for so long as the parties shall share joint physical custody, the parties shall alternate years claiming said Minor Child. In the event of a change of custody such that one party has primary physical custody of one (1) or both of the Minor Children, then that party shall be entitled to any and all tax deductions/credits relating to same.

16.

PRESENTATION TO COURT

This Agreement shall be presented to a court of competent jurisdiction in any action between the parties sounding in divorce with the request that it be adjudicated to be fair, just, and proper, and that it be adopted as a part of the order of said court in the Final Judgment.

17.

ATTORNEYS' FEES

Each party agrees to and shall be responsible for and shall pay his and her own respective attorneys' fees and expenses of litigation incurred in connection with this action.

18.

ACKNOWLEDGMENT OF WIFE

Wife acknowledges that she is represented by counsel, David R. Tannen, Esq., of Tannen Law Group, LLC, 6290 Abbotts Bridge Road, Suite 104, Johns Creek, Georgia 30097, and that

Kuyu v. Kuyu
Settlement Agreement V4
Fulton County Superior Court
Civil Action File No.: _____
Wife's Initials SLC

Page 12 of 17
Husband's Initials WMT

she is satisfied with his services. Wife has been advised concerning her rights and obligations under this Agreement. Wife acknowledges that her attorney is not an insuror of the terms and conditions of the Agreement; is not an insuror that Husband will comply with the provisions of the Agreement; has provided no tax or financial planning advice; and has not insured or guranteed that Georgia law will not change.

19.

ACKNOWLEDGMENT OF HUSBAND

Husband acknowledges that he is represented by counsel, J. Alexis Putt, Esq., of The Siemon Law Firm, P.C., 347 Dahlongea Street, Cumming, Georgia 30040, and that he is satisfied with her services. Husband has been advised concerning his rights and obligations under this Agreement. Husband acknowledges that his attorney is not an insuror of the terms and conditions of the Agreement; is not an insuror that Wife will comply with the provisions of the Agreement; has provided no tax or financial planning advice; and has not insured or guranteed that Georgia law will not change.

20.

MUTUAL RELEASE

Each party shall and does remise, release, and forever discharge the other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which each of them ever had, now has, or may hereafter have against the other by reason of any matter, cause, or thing up to the date of the execution of this Agreement. Each party hereby releases and relinquishes any and all rights he or she may hereafter acquire as spouse under the present or future laws of any jurisdiction, to share in the estate of the other party upon the latter's death or to act as Executor or

Kuyu v. Kuyu
Settlement Agreement V4
Fulton County Superior Court
Civil Action File No.: _____
Wife's Initials SK

Page 13 of 17
Husband's Initials MM

Administrator of the other party's estate. This provision is intended to constitute a mutual waiver by each of the parties of the right to take action against the other's will.

21.

MUTUAL COOPERATION

The parties hereto specifically acknowledge and agree that they shall cooperate in the execution of any and all documents necessary and required to perform, transact, and perfect this Agreement, and to do and perform all duties and acts necessary to transfer and divide any of the assets in furtherance and compliance with, and performance of, the provisions, agreements, and conditions set forth herein. In that regard, each party shall execute any and all deeds, bills of sale, endorsements, forms, conveyances, or other documents, and perform any act which may be required or necessary to carry out and effectuate any and all the purposes and provisions herein set forth.

22.

BINDING ON HEIRS

All the covenants, promises, stipulations, agreements, and provisions herein contained shall bind the heirs, executors, administrators, personal representatives, and assignees of the parties hereto.

23.

SEVERABILITY AND ENFORCEABILITY

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

24.

GOVERNING LAW

Kuyu v. Kuyu
Settlement Agreement V4
Fulton County Superior Court
Civil Action File No.: _____
Wife's Initials SK

Page 14 of 17
Husband's Initials MM

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

25.

VOLUNTARY EXECUTION

The parties acknowledge that they are entering into this Agreement freely and voluntarily under no compulsion or duress and in consideration of the present financial circumstances and earning capacity of each of the parties with a view toward equitably terminating, through due process of law, the marriage contract previously entered into between the parties. The parties further acknowledge that they have read each page of this Agreement before signing same and that they have ascertained and weighed each of the facts and circumstances likely to influence their judgment herein, and that they have had the opportunity to seek and obtain legal advice independently of each other, that they have given due consideration to the provisions of this Settlement Agreement, clearly understanding and assenting to all provisions hereof.

26.

WAIVER OF DISCOVERY

No representations or warranties have been made by either party to the other except for those representations and warranties expressly set forth herein. Before this Agreement was negotiated, each was advised of his/her rights under the Georgia Civil Practice Act to conduct formal discovery, investigation, and analysis of the assets, liabilities, and income of the other. 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.

27.

ENTIRE AGREEMENT

Kuyu v. Kuyu
Settlement Agreement V4
Fulton County Superior Court
Civil Action File No.: _____
Wife's Initials SK

Page 15 of 17
Husband's Initials MM

This Agreement constitutes the entire agreement and understanding between the parties, and there are no representations or warranties, written or oral, other than those expressly set forth herein. All prior negotiations, representations, statements, or Agreements between the parties are merged herein. It is the intent of the parties that this Agreement shall and does constitute a full and final settlement of all issues relating to and arising out of their marriage. Except as provided herein, no other amounts are due and payable between the parties.

28.

TIME OF ESSENCE

Time is of the essence. Unless specified otherwise in this Agreement, time is of the essence in regard to the obligations of the parties in this Agreement.

29.

MUTUAL INDEMNITY

Each party shall indemnify and hold the other harmless from and against any and all liabilities, damages, expenses, fees (including reasonable legal fees), and costs resulting from or relating to the failure or refusal by the indemnifying party to fulfill any of his or her obligations pursuant to this Agreement in whole or part.

30.

CONFLICTS

In the event of a conflict between the terms of this Settlement Agreement and the related Child Support Worksheet and/or Child Support Addendum, the terms hereof shall control.

IN WITNESS WHEREOF, the parties have affixed their hands hereon as of the date first set

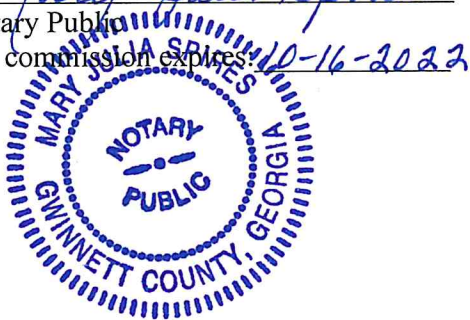
forth above.

PLAINTIFF/WIFE:

[Signature]
SELMA KUYU

Sworn to and subscribed before me
this 10th day of MARCH, 2019.

[Signature]
Notary Public
My commission expires: 10-16-2022



RESPONDENT/HUSBAND:

[Signature]
KAGAN KUYU

Sworn to and subscribed before me
this 20 day of January, 2019.

[Signature]
Notary Public
My commission expires: Nov 12, 2023



EXHIBIT "A"
(DIVISION OF PERSONAL PROPERTY)

The parties have agreed Wife shall remove only her personal property from the Marital Residence.

All Husband's personal property and any marital property remaining in the Marital Residence shall belong to Husband and Husband shall have sole (100%) ownership, use and possession of same.

Kuyu v. Kuyu
Settlement Agreement V4
Fulton County Superior Court
Civil Action File No.: _____
Wife's Initials SK

Husband's Initials WMM