

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA

NALISHIA JACKSON,
Petitioner,

vs.

JACQUES JACKSON,
Respondent.

Civil Action

File No.: 23-1-00994

MEDIATED SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this 30th day of June, 2023, by and between Nalishia Jackson (hereinafter referred to as "WIFE"), and Jacques Jackson (hereinafter referred to as "HUSBAND") settles all issues relating to the marriage of the parties. Comes now the parties, files this Settlement Agreement and respectfully shows this Court as follows:

W I T N E S S E T H

WHEREAS, the parties to this Agreement were married on December 17, 2015, and were separated on or about September 22, 2022, and are now living in a bona fide state of separation, and acknowledge there exists no chance of reconciliation;

WHEREAS, there are no minor children born of the marriage between the parties and no others are expected between the parties;

WHEREAS, the parties desire to settle all matters and 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 mutual promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

 Wife's Initials

 Husband's Initials

1.

STATE OF SEPARATION

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 harassment, verbal abuse, interference, molestation, authority and control, direct and indirect by the other as fully as if sole and unmarried to each other.

2.

EQUITABLE DIVISION OF MARITAL ESTATE

Both parties agree that the Wife shall pay to the Husband a lump sum payment of \$195,000.00 as his equitable share of the marital estate. Said amount shall be paid from the Wife's Greenberg Traurig 401k account by Qualified Domestic Relations Order (QDRO).

The parties agree to retain Attorney Matt Lundy to draft and file the QDRO by July 31, 2023. The parties shall share the cost of the retainer fee to Attorney Lundy equally. Husband shall pay any additional fees related to the drafting, filing, and enforcement of the QDRO.

3.

ALIMONY

Both parties agree that neither party shall receive spousal support from the other and each waives and releases all claims against the other for spousal support. Both parties in signing this Agreement intend it to be a knowing and express waiver of their statutory rights of modification of alimony, and specifically rely upon the case of *Varn v. Varn*, 242 Ga. 309, 248 E.E.2d 667 (1978).

4.

PENSION/RETIREMENT PLANS/BANK ACCOUNTS

The parties agree that they shall each keep their respective pensions, retirement, bank accounts, IRA accounts, except as referenced above, and each party forever waives their interest or claim in the other parties' accounts as listed above.

Any and all joint bank accounts shall be closed or have the other party's name removed therefrom on or before July 31, 2023. The joint bank accounts presently existing between the parties shall be closed on or before July 31, 2023. The contents of the account shall be the sole

 Wife's Initials

 Husband's Initials

property of the Husband. Both parties will go to the Wells Fargo located at 2520 Dallas Hwy, Marietta GA 30064 at 4:00 pm to sign the necessary documents to close the account.

5.

DIVISION OF REAL PROPERTY & TRANSFER OF UTILITIES

The parties agree that the Wife shall have sole use, ownership, and possession of the residence located at 4911 Lisburn Ln SW, Powder Springs, GA 30127. Wife shall be solely responsible for all expenses associated with the marital residence and shall indemnify and hold harmless the Husband from liability. Wife shall be entitled to any and all equity in the residence. Husband hereby waives his interest and claim in any equity in the marital residence. Husband shall execute a quit claim deed on July 5, 2023 at the Wells Fargo located at 2520 Dallas Hwy, Marietta GA 30064 at 4:00 pm time of his retrieval of personal property from the marital residence.

The Husband shall remove his name and transfer the AT&T/DirecTV accounts, Trash Taxi account, and Cobb EMC account to Wife's name only by July 31, 2023. Husband may contact Wife via email only regarding the transfer of accounts and services if necessary.

The parties agree that there is no other real property at issue in this matter.

6.

AUTOMOBILES

Wife shall be entitled to exclusive use and possession of the vehicles currently in her possession. Wife shall be responsible for all expenses related to her vehicle to include but are not necessarily limited to; car payments, insurance costs, and all costs associated with the maintenance, upkeep and repairs to the vehicle. Husband shall cooperate in the execution of documents needed to transfer title of the vehicles, if necessary. Husband shall be entitled to exclusive use and possession of the vehicles currently in his possession. Husband shall be responsible for all expenses related to his vehicle to include but are not necessarily limited to: car payments, insurance costs, and all costs associated with the maintenance, upkeep and repairs to the vehicle. Wife shall cooperate in the execution of documents needed to transfer title of the vehicles, if necessary.

 Wife's Initials

 Husband's Initials

7.

TAX RETURNS AND EXEMPTION

a) Unless otherwise specified herein, the parties agree to file separate returns for the current tax year and previous tax years, and each party shall be entitled only to his or her respective share of any refund that may be forthcoming. If the parties are liable for any taxes, each party shall pay the entire amount due on his or her return and shall hold the other harmless and indemnify the other party from any losses because of any failure to comply herewith.

b) 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.

c) The parties agree that they will both cooperate with the other to exchange any information necessary for the completion of the 2022 tax return filing. Wife will verbally tell Husband her Social Security Number for the completion of the tax filings. Husband will directly input the Social Security Number into the Turbo Tax app or similar service that Husband has elected to use to prepare his taxes.

8.


DEBTS

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. Wife shall remove the Husband as an authorized user on all her credit card accounts and Costco account. Each party further agrees to indemnify and hold harmless the other for all liabilities that may arise from his or her failure to perform all such obligations with respect to this section.

9.

PERSONAL TANGIBLE PROPERTY

The parties agree that the Husband shall have the following items from the marital home: Ryobi backpack fertilizer sprayer, Makita multipurpose tool, Electric pressure washer, and Liquid fertilizer sprayer on wheels. Husband shall exchange the garage door opener, house keys, and mailbox keys on July 5, 2023 at 4:00 pm at the Wells Fargo located at 2520 Dallas Hwy, Marietta


____ Wife's Initials


____ Husband's Initials

GA 30064 at 4:00 pm. Wife shall bring the personal items awarded to the Husband to the Wells Fargo

The parties agree that they are already in possession of all other personal tangible property and that all marital property has been divided to the satisfaction of the parties.

10.

SEPARATE PROPERTY

After the execution of this Agreement, the separate property titled to and in the possession, custody, or control of the Wife, except as provided by this Agreement, shall remain hers free and clear of any claims of the Husband, and the separate property titled to and in the possession, custody, or control of the Husband, except as provided by this Agreement, shall remain his free and clear of any claims of the Wife.

Neither party shall make any claim, now or in the future, on any property owned, titled, or possessed by the other. The term "separate property" as used in the context of this item shall include the furniture and furnishings of the parties.

11.

RESTORATION OF MAIDEN NAME

The parties agree that Wife shall have the right to have her maiden name restored to: NALISHIA NATASHIA TAYLOR.

12.

INCORPORATION INTO FINAL DECREE

It is expressly understood that this Agreement does not obligate the parties to continue to live in a state of separation or to proceed with an action for divorce. However, if either party shall bring or maintain an action for dissolution of the marital relationship, or for separate maintenance, this Agreement shall be presented to the Court and incorporated by reference into any judgment or decree concerning the matter provided herein. Notwithstanding such incorporation, this Agreement shall survive and be in force independently of any judgment or decree.

13.

 Wife's Initials

 Husband's Initials

MERGER, SOLE AGREEMENT, NO OTHER REPRESENTATION

This Agreement contains the entire agreement between the parties, and all verbal understandings or agreement previously entered are considered merged into this written memorial.

This Agreement constitutes the entire agreement between the parties and supersedes all agreements previously 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.

Both parties represent that they have fully disclosed to one another, during these proceedings, all property that he or she has any interest in or claims any right or interest therein and acknowledges that the other party making this settlement and accepting the sums that are contained herein has exclusively relied upon the representations made by the other, all of which both parties covenant to be true, accurate, and complete. Any undisclosed interest shall result in this Settlement Agreement being set aside upon petition by either party, and both parties may exercise their right to seek discovery pursuant to O.C.G.A. §9-11-1, *et se*

14.

RIGHT TO DISCOVERY

The parties acknowledge that they have a right to seek discovery from each other pursuant to the Georgia Civil Practice Act O.C.G.A. §9-11-1, *et seq.* Husband and Wife, each for himself or herself, waives his or her respective rights to complete discovery in this matter.

15.


WARRANTY OF DISCLOSURES

a) Both parties represent that they have fully disclosed to one another during the course of these proceedings any and all property in which he or she has or claims any interest. Each party acknowledges that the other party making this settlement and accepting the sums that are contained herein has exclusively relied upon the representations made by the other, all of which both parties convey to be true, accurate, and complete to the best of his or her knowledge.

b) Any undisclosed interest shall be equally divided between the parties. Any undisclosed liability shall be borne solely by the party who failed to disclose it.

16.

 Wife's Initials

 Husband's Initials

BINDING EFFECT

In the event that any part of this Agreement shall be held invalid, such invalidity shall not invalidate the whole agreement, but the remaining provisions of this Agreement shall continue to be valid and binding to the extent that such provisions continue to reflect fairly the intent and understanding of the parties in executing this Agreement.

17.

VOLUNTARINESS

Subject to the foregoing provisions, the parties acknowledge that they are entering into this Agreement freely and voluntarily and that they have ascertained their judgment herein.

18.

ATTORNEY'S FEES AND REPRESENTATION OF PARTIES

The Parties agree that each party will be responsible for their own attorney's fees. Each party has had the opportunity to contact and retain an independent attorney, of his or her own choosing, to represent him or her in this action.

Each party acknowledges that federal, state, and local tax laws may affect the dissolution of marriage and the taxes associated with the division of property, alimony, etc. The attorneys do not hold themselves out as being experts in tax-related matters and therefore advised both parties to consult with tax specialists regarding potential tax consequences of this Settlement Agreement.

By execution hereof, the parties hereby acknowledge such opportunity to seek and obtain advice with regard to such tax matters, and each party is satisfied with the tax consequences that may affect him or her by the execution of this Settlement Agreement.

19.

MUTUAL RELEASE

Each party to this Agreement, except as to the obligations set forth herein, does mutually remise, release and forever discharge the other from any and all actions, suits, debts, claims, demands and obligations whatsoever which each of them ever had or has, or may hereafter have against the other by reason of any matter up to date of this Agreement, except as to obligations set out in this Agreement.

  Wife's Initials

  Husband's Initials

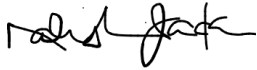
Each party hereto waives, renounces and releases all statutory and legal rights of election as surviving spouse, to take, claim, demand or receive any share or part of the estate of the other, except as otherwise provided in this Agreement. This provision is intended to constitute a mutual waiver by the parties to take against each other's Last Wills under the present or future laws of any jurisdiction whatsoever.

20.

LAWS OF GEORGIA

This Agreement is made pursuant to the laws of the State of Georgia and shall be construed and enforced in accordance therewith.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and affixed their seals on the day, month and year hereinbefore mentioned.



Nalishia Jackson, Wife/Petitioner

06 / 30 / 2023

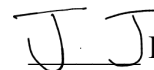


Jacques Jackson., Husband/Respondent

06 / 30 / 2023



Wife's Initials



Husband's Initials