

IN THE SUPERIOR COURT OF DEKALB COUNTY
STATE OF GEORGIA

JESSICA MARTIN,

Plaintiff,

vs.

ADAM MARTIN,

Defendant.

Civil Action File Number

23FM7326

FINAL ORDER, JUDGMENT AND DECREE OF DIVORCE

This matter was scheduled for a final hearing on April 4, 2024. The Court conducted an evidentiary hearing regarding the division of the former marital residence and child support. The Court rules as follows:

1.

DIVORCE

Upon consideration of this case, upon evidence submitted as provided by law, it is the judgment of the Court that a total divorce be granted, that is to say, a divorce a *vinculo matrimonii*, between the parties to the above-styled case upon legal principles. It is considered, ordered, and decreed by the Court that the marriage contract heretofore entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectively as if no such contract had ever been made or entered into. Petitioner and Respondent in the future shall be held and considered as separate and distinct persons altogether unconnected by any nuptial union or civil contract whatsoever and both shall have the right to marry.

2.

CHILD SUPPORT

The Court finds that the gross monthly income of Wife is \$2,275.00. The Court finds that the gross monthly income of Husband is \$5,816.42. Husband currently provides health insurance for the minor children. Both parties testified that Wife and the minor children have relocated to Arizona. The parties' youngest child has current work-related childcare costs in the

amount of \$11,515.00 per year. Husband presented evidence of the visitation-related travel costs that he will incur when exercising parenting time with the children. Therefore, the Court finds it appropriate to assign Husband a downward deviation for visitation-related travel in the amount of \$100.00 per month. Accordingly, Husband's monthly child support obligation shall be \$1,788.00 per month while the youngest child has work-related childcare costs. Once the child no longer has work-related childcare costs, then Husband's monthly child support obligation shall be \$1,098.00. The parties shall be governed by the attached *Child Support Worksheets* and *Child Support Addendums* that are hereby incorporated by reference. The currently effective Child Support Worksheet and Child Support Addendum are attached as Exhibits 1 & 2, respectively, and the future Worksheet and Addendum are attached as Exhibits 3 & 4, respectively.

Court's
Addition

3.

EQUITABLE DIVISION -MARITAL RESIDENCE

Husband and Wife are record titleholders to real property located at 1582 Flintwood Drive, S.E., Atlanta, Georgia 30265 (hereinafter referred to as "Residence"). The Residence shall be immediately placed on the market to be sold "as is."

Husband shall select the listing agent. Wife shall have direct communication with the listing agent. The parties shall each fully follow any instructions as outlined by the listing agent, including but not limited to executing any documentation necessary to place the Residence on the market. The Residence shall not be listed for less than the outstanding mortgage. The listing price may be reduced every 30 days until it is successfully sold, or until the listing price is the same as the outstanding mortgage. The parties shall defer to the real estate professional's advice regarding pricing and staging.

Once the Residence is sold, the sales proceeds shall be distributed in the following order:

- a) The outstanding mortgage balance shall be fully extinguished;
- b) Any and all closing costs, including real estate professional fees and any financial concessions made to the buyers;
- c) The parties shall then divide any remaining equity with the Wife receiving 50% and the Husband receiving 50%.

Husband shall have sole and exclusive use of the Residence until the property is sold. Husband shall be responsible for and shall pay any and all utilities, including, but not limited to, telephone, water, gas, electricity, sanitation, and cable associated with the Residence upon

execution of this Order until the successful sale of Residence. Husband shall be solely responsible for paying the mortgage, property insurance and property taxes until the Residence is sold.

Husband shall ensure that the Residence is in an appropriate, tidy, and showable condition and accessible to be shown by the real estate agents at any time.

In the event any creditor of either party, after the date of this *Order*, obtains any lien against the Residence, that party shall make every reasonable effort to cause said lien to be removed within a reasonable time and shall be fully responsible for the liability giving rise to said lien, and shall indemnify the other party and hold them harmless thereto.

STIPULATIONS OF THE PARTIES

Prior to the commencement of the hearing, the parties stipulated to the terms as outlined below. The Court hereby adopts the stipulations and agreement of the parties.

4.

WAVIER OF ALIMONY

Both Wife and Husband hereby waive any right to any periodic or lump sum payments for their support and maintenance from the other party now or in the future and each accepts the terms of this Agreement as full and final settlement of all alimony claims that either party may have against the other now and in the future.

Each party hereby waives his and her respective statutory rights to future modifications, up or down, of the periodic alimony payments for which this Agreement provides based upon a change, upward or downward, in the income or financial status of either party. The statutory modification rights waived herein shall include all those rights and grounds for modification set out in O.C.G.A. §19-6-19, *et seq.*, *Varn vs. Varn*, 242 Ga. 309, 248 S.E.2d 667 (1978), and similar laws of this State and any other jurisdiction.

5.

MEDICAL INSURANCE

As of the entry of the *Final Judgment and Decree*, each party shall obtain their own medical insurance and be solely responsible for the payment of his or her own medical and dental insurance premiums and costs. Each party shall be responsible for their own out of pocket medical costs, including any and all outstanding medical bills (if any exist) in their own name.

Father shall be responsible for maintaining health insurance for the minor children. There shall be a pro-rata split of the children's out-of-pocket medical costs. The parties shall be governed by the *Child Support Addendums* that are hereby incorporated by reference.

6.

CUSTODY OF MINOR CHILDREN

The parties share three (3) minor children, *to wit*: ISABELLA MARTIN, a female born in 2017, GABRIELLA MARTIN, a female born in 2017, and ISAAC MARTIN, a male born in 2020. The parties agree that they shall share joint legal custody of the children with Wife having primary physical custody. The parties shall be governed by the *Parenting Plan* that is adopted by this Court and incorporated herein by reference. The Parenting Plan is attached as Exhibit 5. Court's Addition

7.

BANK ACCOUNTS

Wife shall have exclusive use of and keep all funds contained in checking and savings accounts bearing her name other than as provided above. Husband shall have exclusive use of and shall keep all funds contained in checking and savings accounts bearing his name.

The parties shall fully cooperate and close any joint bank account no later than ten (10) days following the entry of the *Final Divorce Decree*. The parties shall share in any profit or deficiency in the account.

8.

RETIREMENT AND INVESTMENT ACCOUNTS

The Wife will be entitled to one-half of the marital portion of Husband's DeKalb County Pension Plan(s) or retirement account. The "marital portion" shall be defined as from the date of marriage until the date of the entry of the *Final Divorce Decree*. The parties shall make a good faith effort to jointly agree upon an attorney to prepare the Qualified Domestic Relations Order (QDRO) within ten (10) days from the date of the *Final Divorce Decree*. The parties shall use Matthew Lundy Law (<https://www.mlundylaw.com/>) if they cannot agree. The parties shall equally split the cost of the QDRO. Each party shall remit his/her portion to the selected QDRO attorney no later than ten (10) days from the QDRO attorney's request.

Each party will keep all retirement or investment accounts in their individual names, if any exist, other than as provided above.

9.

PERSONAL PROPERTY/FURNITURE

The parties have already divided their personal property/furniture to their satisfaction.

10.

HUSBAND'S VEHICLES

Wife does hereby quitclaim to Husband any and all interest she may have in and to vehicle presently being used by Husband and titled in the name of the Husband.

Husband will be responsible for the insurance, maintenance, taxes and title, and that he shall henceforth be responsible for any and all expenses related to said vehicles. He shall fully indemnify Wife and hold her harmless from any losses or expenses of any kind related to the vehicle.

11.

WIFE'S VEHICLE

Husband does hereby quitclaim to Wife any and all interest he may have in and to the vehicle presently being used by Wife, and titled in the name of the Wife.

Wife will be responsible for the insurance, maintenance, taxes and title, and that she shall henceforth be responsible for any and all expenses related to said vehicle. Wife shall fully indemnify Husband and hold him harmless from any losses or expenses of any kind related to the vehicle.

Commencing immediately, Wife shall become solely responsible for the car insurance premium affiliated with her vehicle.

12.

EQUITABLE DIVISION – DEBTS

The parties do not have any joint debts. Husband shall be solely responsible for any debts which he has incurred or will incur in his individual name and Husband shall indemnify and hold Wife harmless therefrom. Wife shall be solely responsible for any debts which she has incurred or will incur in her individual name. Wife shall indemnify and hold Husband harmless therefrom.

13.

ATTORNEY FEES AND COSTS OF LITIGATION

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

14.

RESTORATION OF MAIDEN NAME

Wife's maiden name shall be restored, *to wit*: JESSICA SNOW RALPH.

SO ORDERED, this 17th day of May, 2024.



HONORABLE CHARLES E. BAILEY
(sitting by designation for Hon. LaTisha Dear Jackson)
DEKALB COUNTY SUPERIOR COURT

Prepared and presented by:
Maiya J. Safikovs, Esq.
Attorney for Plaintiff
Georgia Bar No. 148047

**GEORGIA CHILD SUPPORT WORKSHEET
SUPERIOR COURT OF DEKALB COUNTY
STATE OF GEORGIA**

Jessica Martin
PLAINTIFF
vs.
Adam Martin
DEFENDANT

Civil Action Case No.: 23FM7326-7
DHS/DCSS Case No.:
Comments For Court:
Exhibit 1 of 5 to
Final Judgment and Decree
of Divorce 5-17-2024

Type of Action: Initial Action Initial Order Date

CHILD NAME	YR OF BIRTH	STATUS	CHILD NAME	YR OF BIRTH	STATUS
01. Isabella Martin	2017	Included	02. Gabriella Martin	2017	Included
03. Isaac Martin	2020	Included			

Number of Included Children: 3 Noncustodial Parent: Adam Martin
Submitted By: Plaintiff Nonparent Custodian:

	Adam Martin	Jessica Martin	Total
1. Monthly Gross Income	\$5,816.42	\$2,275.00	\$8,091.42
2. Monthly Adjusted Income	\$5,816.42	\$2,275.00	\$8,091.42
3. Pro Rata Shares of Combined Income	71.88%	28.12%	100.00%
4. Basic Child Support Obligation (from the Table)			\$1,792.00
5. Pro rata shares of Basic Child Support Obligation	\$1,288.09	\$503.91	
6. Adjustment for Work Related Child Care and Health Insurance Expenses	\$920.39	\$360.06	
7. Adjusted Child Support Obligation	\$2,208.48	\$863.97	
8. Adjustment for Additional Expenses Paid	\$320.87	\$959.58	
9. Presumptive Amount of Child Support	\$1,887.61	-\$95.61	
The Amount on Line 9 is the Presumptive Child Support Amount			
10. Deviations From Presumptive Child Support Amount: Deviation Type(s) Used: 'Specific-NonSpecific Deviation'	-\$100.00		
11. Subtotal	\$1,787.61	-\$95.61	
12. Social Security Payments to Children (excludes Supplemental Security Income (SSI))			
13. Final Monthly Child Support Amount (rounded to whole number)	\$1,788.00		
The Amount on Line 13 is the Final Child Support Amount			
14. Percentages for each parent for future Uninsured Health Expenses			

Schedules

- A Gross Income
- B Adjusted Income
- C Not in use
- D Additional Expenses
- E Deviations From Presumptive Amount

Attached

-
-
-
-
-

Not Applicable

-
-
-
-
-

Jessica Martin v. Adam Martin

Submitted By: Plaintiff

CACN:

Worksheet

**CHILD SUPPORT SCHEDULE A
GROSS INCOME**

Schedule A - All amounts/data that display on Schedule A were entered using the Online Child Support Calculator and can only be changed by selecting the button "Open This Worksheet." All income on Schedule A is in monthly amounts. The totals from Line 24 of this schedule will display on Line 1 of the Worksheet.	Adam Martin	Jessica Martin	Combined
1. Salary and Wages (Will not include means-tested public assistance, such as TANF or food stamps)	\$5,816.42	\$2,275.00	
24. TOTAL GROSS MONTHLY INCOME Total will automatically display here, Line 1 of Worksheet and Line 1 of Schedule B	\$5,816.42	\$2,275.00	\$8,091.42

**CHILD SUPPORT SCHEDULE D
HEALTH INSURANCE & WORK RELATED CHILD CARE**

Schedule D - All amounts/data that display on Schedule D were entered using the Online Child Support Calculator and can only be changed by selecting the button "Open This Worksheet." Annual amounts entered convert to monthly sums used in calculations. Totals from Line 3 will display on Line 8 of the Worksheet. Totals from Line 5 will display on Line 6 of the Worksheet.		Adam Martin	Jessica Martin	Nonparent Custodian	Combined
1.	Work Related Child Care expenses necessary for a parent's employment, education or vocational training. Includes monthly average amounts paid by each parent (or nonparent custodian) for children included in this action		\$959.58		\$959.58
2.	Health Insurance Premiums paid for the children. Includes monthly amounts paid (or that will be paid) by each Parent or Nonparent Custodian for health insurance	\$320.87			\$320.87
3.	Total Monthly Additional Expenses. (Line 1 plus Line 2)	\$320.87	\$959.58		\$1,280.45
4.	Pro Rata Share of parent's income. (From Child Support Worksheet Line 3)	71.88%	28.12%		100.00%
5.	Pro Rata Share of Additional Expenses. (Amount in the Combined column, Line 3, multiplied by the percentages on Line 4. Results display on Line 6 of the Worksheet)	\$920.39	\$360.06		\$1,280.45

Work Related Child Care					
Child Name	Paid By	During School	During Summer	During Breaks	Other
03. Isaac Martin	Jessica Martin	\$11,515.00	\$	\$	\$
Work Related Child Care Paid By Adam Martin:		Work Related Child Care Monthly Average For Adam Martin:			
Work Related Child Care Paid By Jessica Martin:	\$11,515.00	Work Related Child Care Monthly Average For Jessica Martin:			\$959.58
Work Related Child Care Paid By Nonparent Custodian:		Work Related Child Care Monthly Average For Nonparent Custodian:			

**CHILD SUPPORT SCHEDULE E
DEVIATIONS AND SPECIAL CIRCUMSTANCES**

Specific and Nonspecific Deviations - High Income and Other Amounts			
2(a).	High Income - Combined Adjusted Income of the parents that is greater than \$30,000/month will display for the court/jury to consider.		\$
The amount of any requested deviation must display in the noncustodial parent's column. Only amounts listed in the noncustodial parent's column will affect the final child support calculation. Requested deviation amounts will display as a "positive (+)" number for an upward deviation or as a "negative (-)" number for a downward deviation. The numbers represent the amounts you want the court to consider as requested deviations from the Presumptive Amount of Child Support.			
Specific Deviation Type	Requested By	Proposed Deviation Amount	Judicial Discretion Applied
01. Visitation Travel Expenses	Adam Martin	\$-100.00	
Specific Deviation Requested By Adam Martin:	\$-100.00	Specific Deviation Requested By Jessica Martin:	
Judicial Discretion Deviation For Adam Martin:		Judicial Discretion Deviation For Jessica Martin:	

Total Allowable Deviation			
		Adam Martin	Jessica Martin
14.	Important Requirement About Deviations - No Deviation is permitted unless all three Findings of Fact questions ((B), (C), and (D)) have been answered for EACH requested deviation	\$-100.00	
B. Would the presumptive amount be unjust or inappropriate?			
Yes because it does not consider the additional costs incurred by the NCP for visitation-related travel.			
C. Would deviation serve the best interests of the children for whom support is being determined?			
Yes because it ensures that the children are able to visit with the NCP.			
D. Would deviation seriously impair the ability of the CUSTODIAL Parent or NONPARENT Custodian to maintain minimally adequate housing, food and clothing for the children being supported by the order and to provide other basic necessities?			
No because it is not substantial.			

Jessica Martin v. Adam Martin

Submitted By: Plaintiff

CACN:

Schedule E

**IN THE SUPERIOR COURT OF DEKALB COUNTY
STATE OF GEORGIA**

JESSICA MARTIN,

Plaintiff,

vs.

ADAM MARTIN,

Defendant.

Exhibit 2 of 5 to
Final Judgment and Decree
of Divorce 5-17-2024

Civil Action File Number

23FM7326

CHILD SUPPORT ADDENDUM

The parties have agreed to the terms of this order and this information has been furnished by both parties to meet the requirements of O.C.G.A. §19-6-15. The parties agree on the terms of the order and affirm the accuracy of the information provided, as shown by their signatures at the end of this addendum.

Application of Child Support Guidelines. The statutory requirements of O.C.G.A. §19-6-15 have been applied in reaching the amount of child support provided under the final order in this action. The specifics are as follows:

1. The Gross Income of the Plaintiff is \$2,275.00 per month. (O.C.G.A. § 19-6-15(c)(2)(C)). The Gross Income of the Defendant is \$5,816.41 per month. (O.C.G.A. § 19-6-15(c)(2)(C)).
2. The Plaintiff shall have primary physical custody of the minor children.
3. The number of children for whom support is being provided in this case is three (3).
4. The *Child Support Worksheet* and *Schedule E* are attached and made a part of this addendum, along with any other applicable schedules.
5. **Child Support Amount.** The Defendant shall pay to the Plaintiff, for the support of the minor children, GABRIELLA MARTIN (2017), ISABELLA MARTIN (2017), and ISAAC MARTIN (2020) the amount of One Thousand and Ninety-Eight Dollars (\$1,098.00) per month.
6. **Deviation** - It has been determined that one or more of the Deviations allowed under O.C.G.A. §19-6-15 applies in this case. *Schedule E* of the *Child Support Worksheet*, docketed separately but simultaneously herewith, explains the reasons for the deviation, how the application of the guidelines would be unjust or inappropriate considering the relative ability of each parent to provide support, and how the best interest of the children who are subject to this child support determination is served by deviation from the presumptive amount of child support. The presumptive amount of

child support as indicated by the *Child Support Worksheet* is \$594.14 per month for Mother and \$1,197.86 per month for Father. O.C.G.A. § 19-6-15(c)(2)(A) and (B).

7. Not Split Parenting Case.

8. Health, Dental, Vision Insurance.

X(a) Insurance **Available** - The following insurance for the children involved in this action is available at a reasonable cost to the Father via his employer:

(X) Health (medical, mental health and hospitalization)

The Father shall maintain Health insurance for the benefit of the minor children so long as the insurance coverage is available via his employer and the children are eligible.

(1) The parent who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other parent in submitting claims under the policy.

(2) All money received by one of the parties for claims processed under the insurance policy shall be paid within five (5) days after the party receives the money, to the other party (if that other party paid the applicable health care service provider) or to the applicable health care provider (if the provider has not been paid by one of the parties).

9. Uninsured Health Care Expenses. The Plaintiff shall pay Fifty percent (50) % and the Defendant shall pay Fifty percent (50) % of all reasonably and necessarily out-of-pocket expenses incurred for the children's health care (including medical, dental, health, and vision care) that are not covered by insurance. The party who incurs such expense shall provide documentation thereof to the other party within thirty (30) days of said expenditure with a short note explaining the details, the reasons, etc., of said expenditure. The other party shall reimburse the incurring party (or pay the health care provider directly) for the appropriate percentage of the expense, within thirty (30) days after receiving the verification of a particular health care expense. (O.C.G.A. § 19-6-15(c)(2)(G)).

10. Parenting Time Amounts. The parties shall have parenting time in accordance with the *Parenting Plan* that is being filed in this action. (O.C.G.A. § 19-6-15(c)(2)(F)).

11. Social Security Benefits. The child does not receive Title II Social Security benefits under the account of the parent ordered to pay child support.

12. Not a Modification Action. This is an initial determination of child support, not a modification action.

13. Continuing Garnishment for Child Support. Whenever, in violation of the terms of the order, there shall have been a failure to make the support payments, so that the amount unpaid is equal to or greater than the amount payable for one month, the payments required to be made may also be collected by the process of continuing garnishment for support.

14. **Income Deduction Order.** An *Income Deduction Order* is not necessary at this time.

SO ORDERED, this 17th day of May, 2024.



Honorable Charles E. Bailey
by Designation for Hon. LaTisha Dear Jackson
Superior Court of DeKalb County

CONSENTED TO BY:


ID EyLnBnmNWUp9ng4SdE378nu3

Jessica Martin, Plaintiff/Wife


ID 9ccSGEAQnWzSFTJz1cUSQEBM

Adam Martin, Defendant/Husband

PREPARED BY:

Maiya J. Safikovs
Attorney for Plaintiff
Georgia Bar No. 148047

eSignature Details

Signer ID: EyLnBnmNWUp9ng4SdE378nu3
Signed by: Jessica S Martin
Sent to email: psalmsgroup1@gmail.com
IP Address: 161.188.184.38
Signed at: May 10 2024, 3:24 pm EDT

Signer ID: 9ccSGEAQnwzSfTJz1cUSQEBM
Signed by: Adam Martin
Sent to email: adamt.martin@gmail.com
IP Address: 50.237.148.4
Signed at: May 13 2024, 11:04 am EDT

**GEORGIA CHILD SUPPORT WORKSHEET
SUPERIOR COURT OF DEKALB COUNTY
STATE OF GEORGIA**

Jessica Martin
PLAINTIFF
vs.
Adam Martin
DEFENDANT

Civil Action Case No.: 23FM7326
DHS/DCSS Case No.:
Comments For Court:
Exhibit 3 of 5 to
Final Judgment and Decree
of Divorce 5-17-2024

Type of Action: Initial Action Initial Order Date

CHILD NAME	YR OF BIRTH	STATUS	CHILD NAME	YR OF BIRTH	STATUS
01. Isabella Martin	2017	Included	02. Gabriella Martin	2017	Included
03. Isaac Martin	2020	Included			

Number of Included Children: 3 Noncustodial Parent: Adam Martin
Submitted By: Plaintiff Nonparent Custodian:

	Adam Martin	Jessica Martin	Total
1. Monthly Gross Income	\$5,816.42	\$2,275.00	\$8,091.42
2. Monthly Adjusted Income	\$5,816.42	\$2,275.00	\$8,091.42
3. Pro Rata Shares of Combined Income	71.88%	28.12%	100.00%
4. Basic Child Support Obligation (from the Table)			\$1,792.00
5. Pro rata shares of Basic Child Support Obligation	\$1,288.09	\$503.91	
6. Adjustment for Work Related Child Care and Health Insurance Expenses	\$230.64	\$90.23	
7. Adjusted Child Support Obligation	\$1,518.73	\$594.14	
8. Adjustment for Additional Expenses Paid	\$320.87		
9. Presumptive Amount of Child Support	\$1,197.86	\$594.14	
The Amount on Line 9 is the Presumptive Child Support Amount			
10. Deviations From Presumptive Child Support Amount: Deviation Type(s) Used: 'Specific-NonSpecific Deviation'	-\$100.00		
11. Subtotal	\$1,097.86	\$594.14	
12. Social Security Payments to Children (excludes Supplemental Security Income (SSI))			
13. Final Monthly Child Support Amount (rounded to whole number)	\$1,098.00	\$594.00	
The Amount on Line 13 is the Final Child Support Amount			
14. Percentages for each parent for future Uninsured Health Expenses			

Schedules

A Gross Income
B Adjusted Income
C Not in use
D Additional Expenses
E Deviations From Presumptive Amount

Attached

Not Applicable

Jessica Martin v. Adam Martin

Submitted By: Plaintiff

CACN:

Worksheet

Georgia Child Support Calculator v 1.4

Page 1 of 4

05/6/2024 03:51 pm

**CHILD SUPPORT SCHEDULE A
GROSS INCOME**

Schedule A - All amounts/data that display on Schedule A were entered using the Online Child Support Calculator and can only be changed by selecting the button "Open This Worksheet." All income on Schedule A is in monthly amounts. The totals from Line 24 of this schedule will display on Line 1 of the Worksheet.	Adam Martin	Jessica Martin	Combined
1. Salary and Wages (Will not include means-tested public assistance, such as TANF or food stamps)	\$5,816.42	\$2,275.00	
24. TOTAL GROSS MONTHLY INCOME Total will automatically display here, Line 1 of Worksheet and Line 1 of Schedule B	\$5,816.42	\$2,275.00	\$8,091.42

**CHILD SUPPORT SCHEDULE D
HEALTH INSURANCE & WORK RELATED CHILD CARE**

Schedule D - All amounts/data that display on Schedule D were entered using the Online Child Support Calculator and can only be changed by selecting the button "Open This Worksheet." Annual amounts entered convert to monthly sums used in calculations. Totals from Line 3 will display on Line 8 of the Worksheet. Totals from Line 5 will display on Line 6 of the Worksheet.		Adam Martin	Jessica Martin	Nonparent Custodian	Combined
1.	Work Related Child Care expenses necessary for a parent's employment, education or vocational training. Includes monthly average amounts paid by each parent (or nonparent custodian) for children included in this action				
2.	Health Insurance Premiums paid for the children. Includes monthly amounts paid (or that will be paid) by each Parent or Nonparent Custodian for health insurance	\$320.87			\$320.87
3.	Total Monthly Additional Expenses. (Line 1 plus Line 2)	\$320.87			\$320.87
4.	Pro Rata Share of parent's income. (From Child Support Worksheet Line 3)	71.88%	28.12%		100.00%
5.	Pro Rata Share of Additional Expenses. (Amount in the Combined column, Line 3, multiplied by the percentages on Line 4. Results display on Line 6 of the Worksheet)	\$230.64	\$90.23		\$320.87

**CHILD SUPPORT SCHEDULE E
DEVIATIONS AND SPECIAL CIRCUMSTANCES**

Specific and Nonspecific Deviations - High Income and Other Amounts			
2(a).	High Income - Combined Adjusted Income of the parents that is greater than \$30,000/month will display for the court/jury to consider.		\$
The amount of any requested deviation must display in the noncustodial parent's column. Only amounts listed in the noncustodial parent's column will affect the final child support calculation. Requested deviation amounts will display as a "positive (+)" number for an upward deviation or as a "negative (-)" number for a downward deviation. The numbers represent the amounts you want the court to consider as requested deviations from the Presumptive Amount of Child Support.			
Specific Deviation Type	Requested By	Proposed Deviation Amount	Judicial Discretion Applied
01. Visitation Travel Expenses	Adam Martin	\$-100.00	
Specific Deviation Requested By Adam Martin:	\$-100.00	Specific Deviation Requested By Jessica Martin:	
Judicial Discretion Deviation For Adam Martin:		Judicial Discretion Deviation For Jessica Martin:	

Total Allowable Deviation			
		Adam Martin	Jessica Martin
14.	Important Requirement About Deviations - No Deviation is permitted unless all three Findings of Fact questions ((B), (C), and (D)) have been answered for EACH requested deviation	\$-100.00	
B. Would the presumptive amount be unjust or inappropriate?			
Yes because it does not consider the additional costs incurred by the NCP for visitation-related travel.			
C. Would deviation serve the best interests of the children for whom support is being determined?			
Yes because it ensures that the children are able to visit with the NCP.			
D. Would deviation seriously impair the ability of the CUSTODIAL Parent or NONPARENT Custodian to maintain minimally adequate housing, food and clothing for the children being supported by the order and to provide other basic necessities?			
No because it is not substantial.			

**IN THE SUPERIOR COURT OF DEKALB COUNTY
STATE OF GEORGIA**

JESSICA MARTIN,

Plaintiff,

vs.

ADAM MARTIN,

Defendant.

Exhibit 4 of 5 to
Final Judgment and Decree
of Divorce 5-17-2024

Civil Action File Number

23FM7326

CHILD SUPPORT ADDENDUM

The parties have agreed to the terms of this order and this information has been furnished by both parties to meet the requirements of O.C.G.A. §19-6-15. The parties agree on the terms of the order and affirm the accuracy of the information provided, as shown by their signatures at the end of this addendum.

Application of Child Support Guidelines. The statutory requirements of O.C.G.A. §19-6-15 have been applied in reaching the amount of child support provided under the final order in this action. The specifics are as follows:

1. The Gross Income of the Plaintiff is \$2,275.00 per month. (O.C.G.A. § 19-6-15(c)(2)(C)). The Gross Income of the Defendant is \$5,816.42 per month. (O.C.G.A. § 19-6-15(c)(2)(C)).
2. The Plaintiff shall have primary physical custody of the minor children.
3. The number of children for whom support is being provided in this case is three (3).
4. The *Child Support Worksheet* and *Schedule E* are attached and made a part of this addendum, along with any other applicable schedules.
5. **Child Support Amount.** The Defendant shall pay to the Plaintiff, for the support of the minor children, GABRIELLA MARTIN (2017), ISABELLA MARTIN (2017), and ISAAC MARTIN (2020) the amount of One Thousand Seven Hundred and Eighty-Eight Dollars (\$1,788.00) per month.
6. **Deviation** - It has been determined that one or more of the Deviations allowed under O.C.G.A. §19-6-15 applies in this case. *Schedule E* of the *Child Support Worksheet*, docketed separately but simultaneously herewith, explains the reasons for the deviation, how the application of the guidelines would be unjust or inappropriate considering the relative ability of each parent to provide support, and how the best interest of the children who are subject to this child support determination is served by deviation from the presumptive amount of child support. The presumptive amount of

child support as indicated by the *Child Support Worksheet* is \$-95.61 per month for Mother and \$1,887.61 per month for Father. O.C.G.A. § 19-6-15(c)(2)(A) and (B).

7. Not Split Parenting Case.

8. Health, Dental, Vision Insurance.

X(a) Insurance **Available** - The following insurance for the children involved in this action is available at a reasonable cost to the Father via his employer:

(X) Health (medical, mental health and hospitalization)

The Father shall maintain Health insurance for the benefit of the minor children so long as the insurance coverage is available via his employer and the children are eligible.

(1) The parent who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other parent in submitting claims under the policy.

(2) All money received by one of the parties for claims processed under the insurance policy shall be paid within five (5) days after the party receives the money, to the other party (if that other party paid the applicable health care service provider) or to the applicable health care provider (if the provider has not been paid by one of the parties).

9. Uninsured Health Care Expenses. The Plaintiff shall pay Fifty percent (50) % and the Defendant shall pay Fifty percent (50) % of all reasonably and necessarily out-of-pocket expenses incurred for the children's health care (including medical, dental, health, and vision care) that are not covered by insurance. The party who incurs such expense shall provide documentation thereof to the other party within thirty (30) days of said expenditure with a short note explaining the details, the reasons, etc., of said expenditure. The other party shall reimburse the incurring party (or pay the health care provider directly) for the appropriate percentage of the expense, within thirty (30) days after receiving the verification of a particular health care expense. (O.C.G.A. § 19-6-15(c)(2)(G)).

10. Parenting Time Amounts. The parties shall have parenting time in accordance with the *Parenting Plan* that is being filed in this action. (O.C.G.A. § 19-6-15(c)(2)(F)).

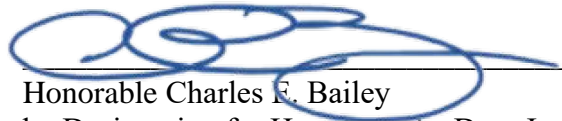
11. Social Security Benefits. The child does not receive Title II Social Security benefits under the account of the parent ordered to pay child support.

12. Not a Modification Action. This is an initial determination of child support, not a modification action.

13. Continuing Garnishment for Child Support. Whenever, in violation of the terms of the order, there shall have been a failure to make the support payments, so that the amount unpaid is equal to or greater than the amount payable for one month, the payments required to be made may also be collected by the process of continuing garnishment for support.

14. **Income Deduction Order.** An *Income Deduction Order* is not necessary at this time.

SO ORDERED, this 17th day of May, 2024.



Honorable Charles E. Bailey
by Designation for Hon. LaTisha Dear Jackson
Superior Court of Dekalb County

CONSENTED TO BY:



Jessica Martin, Plaintiff/Wife



ID k7ZfmGwat3xSDphZUwucwfyW

Adam Martin, Defendant/Husband

PREPARED BY:

Maiya J. Safikovs
Attorney for Plaintiff
Georgia Bar No. 148047

eSignature Details

Signer ID:	k7ZfmGwat3xSDphZUwucwfyW
Signed by:	Adam Martin
Sent to email:	adamt.martin@gmail.com
IP Address:	50.237.148.4
Signed at:	May 13 2024, 11:10 am EDT

**IN THE SUPERIOR COURT OF DEKALB COUNTY
STATE OF GEORGIA**

Exhibit 5 of 5 to
Final Judgment and Decree
of Divorce 5-17-2024

JESSICA MARTIN,

Plaintiff,

vs.

ADAM MARTIN,

Defendant.

Civil Action File Number:

23FM7326

PERMANENT PARENTING PLAN

(X) This is the parties' Permanent Parenting Plan pursuant to the requirements of O.C.G.A. § 19-9-1.

This is an initial plan for the following minor children:

Child's Name	Date of Birth
ISABELLA MARTIN	2017
GABRIELLA MARTIN	2017
ISAAC MARTIN	2020

I. CUSTODY AND DECISION MAKING:

A. Legal Custody shall be with:

(x) Joint

B. Primary Physical Custodian

Mother shall have primary physical custody of the minor children with Father having secondary physical custody.

C. Day-To-Day Decisions

Each parent shall make decisions regarding the day-to-day care of the children while the children are residing with that parent, including any

emergency decisions affecting the health or safety of the children.

D. Major Decisions

Major decisions regarding the child shall be made as follows:

Educational decisions	<input type="checkbox"/> mother	<input type="checkbox"/> father	<input checked="" type="checkbox"/> joint
Non-emergency health care	<input type="checkbox"/> mother	<input type="checkbox"/> father	<input checked="" type="checkbox"/> joint
Religious upbringing	<input type="checkbox"/> mother	<input type="checkbox"/> father	<input checked="" type="checkbox"/> joint
Extracurricular activities	<input type="checkbox"/> mother	<input type="checkbox"/> father	<input checked="" type="checkbox"/> joint

E. Disagreements

The parties agree that they shall share joint legal custody of the minor children as contemplated by Official Code of Georgia Section 19-9-6 (2). The term "joint legal custody" contemplates joint decision making by Father and Mother in all matters affecting the welfare of the minor child, including, but not limited to, choice of schools and education, summer camps and activities, day care, medical and dental treatment, treatment and/or counseling for emotional and behavior problems and religious training. The parties acknowledge that the success of sharing legal custody requires that they as parents confer and agree on decisions affecting the children. In order to accomplish this, the parties shall attempt to make mutual decisions as to all matters contained in this Paragraph affecting the minor children of the parties and maintain consistent roles in the two households calculated to promote the best interest of the children. The parties shall keep one another informed regarding any major decisions concerning the children.

In the event that the parties cannot agree after consultation in accordance with this section, Mother shall have final decision-making authority on the issues of education, non-emergency medical, religion, and extracurricular activities.

II. PARENTING TIME/VISITATION SCHEDULES:

A. Parenting Time/Visitation

Mother shall have primary physical custody of the minor children. Father shall have the right to visit the minor children in Arizona so long as Father gives Mother a fourteen (14) day notice of his intent to visit. Father shall have parenting time with the minor children during all school breaks, summer break, and holidays in Arizona until twelve (12) months following the entry of the *Final Divorce Decree*. Father shall reserve a hotel or Airbnb in Arizona to exercise his parenting time. Father shall be permitted to

exercise his parenting time outside of Arizona within twelve (12) months from the entry of the *Final Divorce Decree*.

This parenting schedule begins: Upon the entry of the *Final Divorce Decree*.

HOLIDAY/SCHOOL BREAK SCHEDULE: The parties shall follow the Regular Parenting Time Schedule for all Holidays except for the following:

HOLIDAY	FATHER	MOTHER
Labor Day – From release of school until Sunday at 6:00 p.m..	ODD	EVEN
Thanksgiving – From the release of school until Sunday at 6:00 p.m.	ODD	EVEN
Memorial Day – From 3:00 p.m. on Friday of the Memorial Day weekend until 6:00 p.m. on Monday	ODD	EVEN
Mother’s Day Weekend –From Friday at 6 p.m. until Sunday at 6 p.m.	NEVER	EVERY
Father’s Day Weekend – From Friday at 6 p.m. until Sunday at 6 p.m.	EVERY	NEVER
Fourth of July –From 8 a.m. on July 3 rd until July 5 th at 8 p.m.	EVEN	ODD
Christmas Break-First Half (from the release of school until 2 p.m. on December 26 th)	EVEN	ODD
Christmas Break-Second Half (from 2 p.m. on December 26 th until 6 p.m. on the day prior to school resuming)	ODD	EVEN

SUMMER VACATION WEEKS:

Summer vacation is defined by the children’s academic calendars. Each party shall

be entitled to four (4) consecutive weeks of uninterrupted parenting time during the summer months. A "week" shall be defined as a seven (7) day period commencing at 6:00 p.m. and terminating seven (7) days later at 6:00 p.m. If there is a scheduling issue with the desired weeks, then Father's desired weeks shall take precedent in odd-numbered years and Mother's desired weeks shall take precedent in even-numbered years.

SPRING BREAK (if applicable):

Spring vacation means spring break as defined by the children's school calendar. Mother shall have the children for every spring vacation from the time school releases for the break through and until the 8 p.m. on the day prior to school resuming after the break during odd-numbered years. Father shall have the children for every spring vacation from the time school releases for the break through and until the time school commences after the break during even-numbered years.

FALL BREAK (if applicable):

Fall break means fall break as defined by the children's school calendar. In even-numbered years, Mother shall have the children's fall break from the time school releases for the break through 8 p.m. on the day prior to school resuming. In odd-numbered years, Father shall have the children's fall break from the time school releases for the break through 8 p.m. on the day prior to school resuming.

WINTER BREAK (if applicable):

Winter break means additional winter break outside of Christmas/New Year Break as defined by the children's school calendar. In odd-numbered years, Mother shall have the children for every winter break from the time school releases for the break through and until 8 p.m. on the day prior to school resuming. In even-numbered years, Father shall have the children for every winter break from the time school releases for the break through and until 8 p.m. on the day prior to school resuming.

SCHEDULE CONFLICTS: If there is any conflict between the parenting time schedules, as set forth herein, then the order of priority shall be as follows:

- (1) Holiday/School Breaks;
- (2) Summer Vacation Weeks;
- (3) Regular Parenting Time.

III. NOTIFICATION: The Father shall provide the Mother with at least seven (7)

days' notice of his intent not to exercise visitation.

V. TRANSPORTATION ARRANGEMENTS: Father shall be responsible for coordinating airfare to Arizona. Father shall pick up the minor children from Mother's residence for his parenting time and then return the minor children back to Mother's residence at the conclusion of the visit.

Promptness: The custodial parent shall have the children ready for these visitation periods at the precise hour enumerated above and the non-custodial parent shall pick up the children at the precise hour enumerated above. Neither parent shall deviate from this schedule by more than fifteen (15) minutes. If one parent is going to be more than fifteen (15) minutes late to pick-up or drop off, that parent shall notify the other parent as soon as feasibly possible. The non-custodial parent shall notify the custodial parent at least twenty-four (24) hours in of any decision not to exercise any of the above visitation with the child or of any inability to exchange the children at the precise hour designated for visitation.

VI. CONTACTING THE CHILDREN: When the children are in the physical custody of one parent, the other parent will have the right to contact the children as follows:

(X) unrestricted. The party exercising parenting time shall ensure that any missed phone calls from the other parent are returned within twenty-four (24) hours. Neither party shall use this provision as a means to harass or annoy the other party. Neither party shall call the children incessantly during the other party's parenting time. Each party shall be respectful of the other parties' parenting time with the children.

VII. COMMUNICATION PROVISIONS: Each parent shall promptly notify the other parent of a change of address, phone number or cell phone number. A parent changing residence must give at least 30 days' notice of the change and provide the full address of the new residence.

VIII. ACCESS TO RECORDS AND INFORMATION:

Rights of the Parents

Absent agreement to limitations or court ordered limitations, pursuant to O.C.G.A. § 19-9-1 (b) (1) (D), both parents are entitled to access to all of the child's records and information, including, but not limited to, education,

health, extracurricular activities, and religious communications. Designation as a non-custodial parent does not affect a parent's right to equal access to these records. Both parties shall be listed as emergency contacts and both parties shall be authorized to pick up the minor children from school.

- IX. RELOCATION:** If either parent relocates, then the moving parent will give the other parent written notice of the intent to relocate no less than thirty (30) days prior to the date of moving. Such notice shall include the full address of the new residence and the new telephone number at the new residence, as soon as determined.
- X. CONDUCT:** The parties hereby agree to the following:
- A. Neither parent will discuss past, present or future litigation with the children;
 - B. Neither parent will complain about, criticize, or blame the other parent in the presence of the children and shall instruct others to refrain from such conduct in the presence of the children;
 - C. Neither parent will accuse the other parent of being at fault in the presence of the children;
 - D. Neither parent will use the children as a "bargaining chip" to influence the actions of the other parent;
 - E. Neither parent will make negative, critical or hurtful comments about the other party's family members in the presence of the minor children.

OTHER PARENTING PROVISIONS:

- (A) Neither party shall attempt to influence the children not to love or respect the other parent. Neither party shall do anything which would estrange the children from the other party or injure the children's opinion as to the Mother or Father, or which would hamper the free and natural development of the children's love and respect for the other party.
- (B) Any emergency decision which must be made concerning injury or illness with regard to a children's health shall be made by the party in physical custody of said children at the time a decision must be made, provided that such party

- notify the other party of the emergency situation as soon as reasonably practical under the facts and circumstances existing. For purposes of this provision, "injury" and/or "illness" shall be defined as any injury or illness requiring immediate medical treatment.
- (C) Day to day decisions of a routine nature, including but not limited to, routine discipline, bed times, scheduling of homework, and the like, shall be made by the parent who has physical custody of the children at the time the decision is to be made taking into account the best interests of the children, including the benefits to the child in maintaining a regular and consistent schedule.
- (D) Each party shall be entitled to receive directly from the children's school all information related to any school holidays, vacation periods, special events at school, religious activities, or other extracurricular activities of any nature such as parent open houses, recitals, sports events, performances, or other similar events where parents normally observe or participate in the activities of the children, so that each party may attend those activities.
- (E) Each party shall have the right to receive copies of all report cards or educational evaluations of the children, as well as copies of other documents and reports concerning the children given by the schools. Both parties shall have the right to consult with the children's teachers or other school or educational employees or consultants, and each parent shall so notify the children's schools. Mother shall notify the school authorities where the children are enrolled each year to list both parents so as to allow the school to send notifications, reports, etc., directly to each parent.
- (F) Each parent shall be entitled to complete, detailed information directly from any pediatrician, general physician, dentist, consultant or health care provider attending to the children for any reason whatsoever and to be furnished with copies of any reports given by any of them to the other party. Each parent shall be entitled to independently consult with all such health care providers.
- (G) In the event a party plans on travelling outside the State of Georgia with the minor children overnight, the travelling party shall provide to the non-travelling party at the time of arrangement his or her travel plans. Furthermore, each party shall promptly notify the other of any illnesses or accidents or other circumstances affecting the child's health or general welfare during said travel.

(H) Except as otherwise provided for in this Order, the party who purchases the passport shall have possession of the minor children's passport. Both parties shall fully cooperate with one another when applying for the children's passports. In the event that the other party plans on taking the minor children out of the country such that the party would require the passport, then he/she shall provide notification of same to the parent holding the passport at least thirty (30) days prior to his/her intent to travel outside of the country with the minor children, and within ten (10) days of notice of same, the passport holder shall provide the minor children's passports to the other party in order to facilitate said travel. The travelling party shall return the minor children's passports to the passport holder when he/she returns the child. Furthermore, the travelling party shall obtain written permission at least thirty (30) days before they intend on leaving the country.

XI. MODIFICATION OF PLAN OR DISAGREEMENTS: Parties may, by mutual agreement, vary the parenting time/visitation; however, such agreement shall not be a binding court order. Custody shall only be modified by court order. Should the parents disagree about this parenting plan or wish to modify it, they must make a good faith effort to resolve the issue between them and shall submit to non-binding mediation prior to filing any modification for the parenting time. The parties shall equally share the cost of the mediator.

SO ORDERED THIS 17th DAY OF May, 2024.



Hon. Charles E. Bailey

by Designation for Hon. LaTisha Dear Jackson
DeKalb County Superior Court

Consented to by:



Respondent/Father

Respondent/Father

Prepared by:
Maiya J. Safikovs
Attorney for Petitioner/Mother
Georgia Bar No. 148047