

IN THE SUPERIOR COURT OF COBB COUNTY  
STATE OF GEORGIA

BEVIN NEWTON,  
Plaintiff.

v.

BRADFORD NEWTON,  
Defendant.

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CIVIL ACTION FILE NO.  
22-1-04851

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**SETTLEMENT AGREEMENT**

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This Settlement Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **BEVIN NEWTON**, hereinafter referred to as the "Wife," and **BRADFORD NEWTON**, hereinafter referred to as the "Husband."

In consideration of the mutual undertakings herein contained, the parties agree as follows:

**ARTICLE I**

**STATUS OF PARTIES**

**DATE OF MARRIAGE:**

1.01 The parties were married on May 13, 1995, and ever since that date, have been, and are now, Husband and Wife.

**CHILDREN OF PARTIES:**

1.02 There are no remaining minor children of the marriage, as all children have reached the age of majority.

**SEPARATION OF PARTIES:**

1.03 Unhappy differences have arisen between the parties and as a result the Husband and Wife intend to live separate and apart from the other and desire to settle and adjust past, present, and future support of the other; property rights, both real and personal, that each may have by virtue of their marriage.

**ARTICLE II**

**CONSIDERATION AND PERMANENT PROPERTY SETTLEMENT**

**CONSIDERATION**

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*Bevin Newton v. Bradford Newton*  
Superior Court of Cobb County  
Settlement Agreement

Wife: *BW*

Page 1 of 18

Husband: *BN*

2.01 The consideration for this contract and Settlement Agreement is the mutual benefits to be obtained by both of the parties hereto and the covenants and agreements of each of the parties to the other. The adequacy of the consideration for all agreements herein contained is stipulated and admitted by the parties. The parties agree that their future relations shall be governed by the terms of this Agreement.

**PERMANENT PROPERTY SETTLEMENT**

2.02 It is the purpose and intent of the parties to settle forever and completely the interests and obligations of the parties in all matrimonial property as between themselves, their heirs, and assigns. The parties have attempted to divide their matrimonial property in a manner that conforms to a just and right standard, and with due regard to the rights of each party.

**ARTICLE III**

**DIVISION OF ASSETS & DEBTS**

**FULL DISCLOSURE**

3.01 Each party represents and warrants that he or she has made a full and fair disclosure to the other of all of his or her property interests of any nature whatsoever and that such property is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except those which are disclosed herein.

**MARITAL RESIDENCE**

3.02 The parties own the real property located at 1990 Willeo Creek Point, Marietta, Georgia 30068, which is hereinafter referred to as "Marital Residence". The parties agree that the Marital Residence will be placed on the market as soon as possible pursuant to the terms of a Private Sales Agreement. Wife shall have sole and exclusive use and possession of the residence until the house sells or until she secures a new residence. Upon closing, and after payment of the mortgage, HELOC loan, closing costs, and real estate commissions, the net proceeds will be divided as follows: Wife will receive 50% of the net proceeds, plus \$100,000; and Husband will receive the remaining net proceeds.

**HOME EQUITY LINE OF CREDIT**

- 3.03 The parties recognize that Wife may purchase and close on a new residence prior to the closing on the Marital Residence. In that event, Wife is entitled to utilize the home equity line of credit – up to the available limit of \$100,000 – towards her purchase of a new residence. In this event, the funds utilized by Wife for the down payment on her new residence will be credited against her portion of the net proceeds as defined above.
- 3.04 The parties recognize that there is currently a home equity line of credit loan in the amount of \$100,000, with a current credit balance of \$0. The parties agree that neither party will use the line of credit except for Wife's down payment for new residence.
- 3.05 If more than \$100,000 is needed by Wife as a down payment on her new residence, Wife may use funds in the joint USAA checking and/or savings account, but those additional proceeds utilized by Wife will be credited against her portion of the net proceeds as defined above. In the event Wife closes on her new residence before the divorce decree is entered, the parties expressly recognize and agree that Wife is awarded all right, title, and interest in any new residence she purchases after the signing of this Settlement Agreement.

**FINANCIAL STATUS QUO - JOINT ACCOUNT**

- 3.06 Until the marital residence sells, both parties will contribute \$2,500.00 per month into the jointly titled USAA checking bank account, which will be utilized for the timely payment of the following expenses:
- Mortgage and home owner's fees for marital residence;
  - Utilities for marital residence, including electricity, water, gas, garbage, sewer, lawn care, pool care, pest control, cable television, internet, and alarm/security;
  - Wife's moving costs, including moving Husband's personal property into storage and moving Wife's property into her new residence;
  - The cost of any removal charges for discarded items within the marital residence to be disposed of or discarded;
  - All monthly payments on the HELOC for any funds from the HELOC that are advanced towards a down payment on Wife's new residence;
  - Payments on the joint Wells Fargo Credit Card as described in 3.34;
  - The difference between the initial mortgage payment Wife is required to pay on her anticipated new residence and the amount of the reduced mortgage

payment expected once that mortgage is recast following the sale of the marital residence.

- 3.07 In the event there are insufficient funds within the jointly titled USAA checking bank account to cover any of the aforementioned expenses, then each party will be responsible for immediately transferring 50% of the uncovered expense to the jointly titled USAA checking bank account to cover that cost.
- 3.08 Husband will continue the oversight and coordination of the utility payments for the marital residence directly to the providers using the funds in the joint USAA checking account. Once the Marital Residence has sold, Husband will be responsible for cancelling all utilities. Within 30 days of the closing on the Marital Residence, the parties will pay off any balance on the Wells Fargo joint credit card, and then equally divide any funds remaining in the joint USAA checking and savings accounts, and then close these accounts (or remove one party's name).

**LEASE AGREEMENT**

- 3.09 Husband has removed the Wife's name from the lease in Minneapolis. Husband will be responsible for (and shall indemnify and hold Wife harmless from) all expenses related to this lease.

**CHECKING, SAVINGS, & INVESTMENT ACCOUNTS**

- 3.10 Wife shall have exclusive ownership of all bank accounts in her name, free from any claims by Husband.
- 3.11 Husband shall have exclusive ownership of all bank accounts in his name, free from any claims by Wife.
- 3.12 Wife shall be awarded the Donor Advised Fund and the parties will take all steps necessary to remove Husband's name from this account.
- 3.13 The parties have already divided the aforementioned checking, savings, and investment accounts to their mutual satisfaction prior to the execution of this Settlement Agreement.

**RETIREMENT AND DEFERRED COMPENSATION ASSETS**

- 3.14 Except as otherwise noted herein, each party shall be awarded the retirement assets in his/her own name, free and clear of any interests of the other party. In

order to balance the equities between the parties' respective retirement accounts<sup>1</sup>, Husband and Wife shall add up the total of these accounts as of the date of the entry of the Divorce Decree, and Husband shall transfer from his Schwab IRA (\*735) to an IRA of Wife's designation the amount necessary to provide Wife with one-half of the total of these accounts. In addition, Husband shall also transfer an additional \$225,000 from his Schwab IRA (\*735) to an IRA of Wife's designation. Accordingly, Wife will receive one-half of the total amount of the retirement accounts, plus \$225,000. Thereafter, each party is awarded the retirement assets in his/her own name, free and clear of any interests of the other party.

**3.15 Husband's Wellstar Pension.** The Husband (for purposes of this section referred to as the "Participant") is a Participant under the Wellstar Pension Plan (herein referred to as "the Plan"). For the purposes of marital property division, the Wife (for purposes of this section referred to as the "Alternate Payee") is hereby granted a portion of the Participant's retirement benefits under the Plan as designated below. The Alternate Payee's ownership interest in the specified portion of the Participant's retirement benefits shall become effective on the Valuation Date, which shall be the date that the Final Judgment & Decree of Divorce is entered (the "Valuation Date")

**3.16 Amount of Alternate Payee's Benefits:** The Alternate Payee is hereby assigned 50% of the Participant's total accrued benefit under the Plan as of the Valuation Date, to be actuarially adjusted according to the Plan's rules for separate interest payments. Payment of the Alternate Payee's interest shall commence as soon as is permitted under the rules of the Plan as elected by the Alternate Payee, but in no event later than the Participant's actual date of retirement under the Plan. The parties acknowledge that by utilizing a separate

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<sup>1</sup> The accounts being including in this division are Husband's Schwab Traditional Contributory IRA, Husband's Schwab Roth IRA, Wife's Schwab Contributory IRA, Schwab after Tax IRA, and Roth IRA, Wife's Aveanna 401(k), Husband's North Memorial 401(k), wife's Avesnna ESPP and wife's Gator Fund holdings.

interest, the Alternate Payee's benefits shall be actuarially adjusted to reflect the life expectancy of the Alternate Payee.

- 3.17 Postretirement Cost-of-Living Adjustments:** The Alternate Payee shall receive a pro rata share of any post-retirement cost-of-living adjustments (COLAs) or other economic improvements made to the Participant's benefits on or after the date of benefit commencement. Such pro rata share shall be calculated in the same manner as the Alternate Payee's share of the Participant's retirement benefits is calculated above.
- 3.18 Commencement Date and Form of Payment to the Alternate Payee:** The Alternate Payee may elect to commence benefits under the Plan as of the earliest retirement date on which the Participant is eligible to commence benefits under the Plan. The Alternate Payee may elect to receive benefits in any one of the allowable benefit distribution options permitted under the terms and provisions of the Plan.
- 3.19 Early Retirement Subsidy/Supplements:** The Alternate Payee shall be entitled to a pro rata share of any employer-provided early retirement subsidy and/or supplements provided to the Participant on the date of the Participant's retirement, and, in the event that the Alternate Payee has already commenced benefits on the date of the Participant's retirement, the amounts payable to the Alternate Payee shall be increased in accordance with the Plan Administrator's practices and the Plan's actuarial principles in order to provide the Alternate Payee with the pro rata share of such early retirement subsidy.
- 3.20 Preretirement Survivorship Protection for Alternate Payee and Death of Alternate Payee:** In order to secure the Alternate Payee's ownership right in the assigned portion of the Participant's retirement benefits under the Plan in the event that Participant predeceases the Alternate Payee and neither the Participant nor the Alternate Payee has commenced their benefits under the Plan, the Alternate Payee shall be designated as the surviving spouse of the Participant for purposes of establishing the Alternate Payee's entitlement to receipt of the preretirement surviving spouse annuity, but only to the extent of

the Alternate Payee's assigned interest as set forth above (which the parties agree is 50% of value of the Pension, determined as of the Valuation Date), and only to the extent necessary to secure the Alternate Payee's assigned interest hereunder. If the death of the Participant will in no way affect the benefit of the Alternate Payee, then no such pre-retirement survivor designation shall be put in place. In the event that the costs associated with providing this preretirement death benefits coverage are not fully subsidized by the Participant's employer, the Participant must make an affirmative election for such preretirement surviving spouse coverage in a timely manner and in accordance with the Plan's election procedures. If the Alternate Payee predeceases the Participant prior to commencing the Alternate Payee's benefit, the Alternate Payee's assigned benefit shall revert to the Participant. If the Alternate Payee dies after commencing the Alternate Payee's benefit, then the Alternate Payee's assigned benefit shall be paid in accordance with the Alternate Payee's election at commencement of their benefit.

- 3.21 Tax Treatment of Distributions Made to the Alternate Payee under the Qualified Domestic Relations Order:** For purposes of Sections 401(a)(1) and 72 of the Internal Revenue Code, the Alternate Payee shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of a Qualified Domestic Relations Order (QDRO) necessary to effectuate the terms of this section, and as such, will be required to pay the appropriate federal, state, and local income taxes on such distribution.
- 3.22 Inadvertent Payment(s) to Plan Participant:** In the event that the Plan Trustee inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Agreement, the Participant shall immediately return such payments to the Plan administrator. Upon receipt of the repayment, the Plan administrator shall issue an amended Form 1099 to the Participant so that the Participant is not liable for any income taxes associated with the Alternate Payee's assigned share of the benefits.

- 3.23 **QDRO Preparation:** The parties hereby agree that Matthew Lundy Law—QDRO Law (“MLL”) shall be hired by to prepare the QDRO(s) in this matter. The Husband shall be responsible for the cost of said QDRO preparation from his individual funds.
- 3.24 **Continued Jurisdiction:** The Court shall retain jurisdiction to enter any QDROs necessary to effectuate the terms of this Agreement, and to amend the provisions in such QDROs, as may be necessary to effectuate the terms of such QDROs. The court shall also retain jurisdiction to enter such further orders that are just, equitable, and necessary to enforce, secure, and sustain the benefits awarded to the Alternate Payee. Such further orders may include, but not be limited to, nunc pro tunc orders or orders that re-characterize the benefits awarded under the Plan to apply to benefits earned by the Participant under another Plan, as applicable, or orders that award spousal or child support, to the extent necessary to carry out the intentions and provisions of this Order.
- 3.25 **Direct Payment from Participant to Alternate Payee:** In the event that a QDRO or similar order has not been properly administered and/or qualified by the Plan as of the Valuation Date, and the Participant receives any monies that belong to the Alternate Payee pursuant to this Agreement, the Participant shall make direct payment to the Alternate Payee of her share, subject to the contempt powers of the Court.
- 3.26 **Pension Benefit Guaranty Corporation (the “PBGC”):** In the event that the Plan is taken over by the PBGC, resulting in a decrease in the total benefits available to either party, then the parties’ benefits shall be adjusted in proportion to their share of the total benefits awarded pursuant to this section.

**AUTOMOBILES**

- 3.27 Husband will be awarded the Camry, Honda Odyssey, and Mercedes. Husband will be responsible for all debts associated with these vehicles and shall indemnify and hold Wife harmless therefrom. Husband shall continue to make the Odyssey available for the parties’ son, Taylor, to drive and will pay for all gas, repairs, and insurance for this vehicle until the title is transferred to Taylor. Husband will



transfer title of the Odyssey to Taylor upon Taylor's graduation from college or upon Taylor turning 23, whichever first occurs.

- 3.28 Wife will be awarded the Santa Fe Sport. Wife will be responsible for all debts associated with this vehicle and shall indemnify and hold Husband harmless therefrom.
- 3.29 Each spouse agrees to cooperate in signing or exchanging any documents necessary to remove their name from the title to any vehicle he or she does not receive within fourteen (14) days of the date this Agreement is signed; and/or sign the title over to the opposing party awarded the vehicle.
- 3.30 Effective the date that the Divorce Decree is entered, each party is be responsible for his/her own car insurance.

**FURNITURE & PERSONAL ITEMS**

- 3.31 The parties anticipate being able to equitably divide their furniture and furnishings on their own. Each party shall have his or her respective personal effects, books, papers, memorabilia, jewelry, clothing and any and all personal articles. Husband is entitled access to the property to remove his personal property at a time that is agreeable with both parties. In the event the parties cannot reach an agreement as to how their furniture and personal items will be divided, they will submit the issue to binding arbitration with the Honorable James Bodiford and equally divide the cost.

**OTHER DEBTS**

- 3.32 Except as otherwise noted herein, Wife will be responsible for (and shall indemnify and hold Husband harmless from) all debts and credit cards in her name.
- 3.33 Except as otherwise noted herein, Husband will be responsible for (and shall indemnify and hold Wife harmless from) all debts and credit cards in his name.
- 3.34 The joint Wells Fargo Credit card will remain open until the closing on the Marital Residence, but shall only be used for the payment of expenses that are specifically authorized in section 3.06 above. The balances due on this card will be paid from the joint USAA checking account. The parties will close this joint Wells Fargo

credit card (or otherwise remove one party's name) within thirty (30) days of the closing on the Marital Residence.

- 3.35 Except as otherwise noted herein, neither party shall at any time after the date of this Agreement contract or incur any liability on behalf of the other nor is either party to obligate the other or charge on each other's credit in any manner whatsoever. Any and all credit cards in the name of both parties shall be cancelled and no further debts charged by either party on said accounts. On any accounts where the other party is only an "authorized user" and not a co-debtor, said party shall cooperate with the holder of the account and the creditor to be removed from said account and the holder of the account shall take immediate action to have the other party who is only the "authorized user" removed from said account.

#### ARTICLE IV

##### ALIMONY

- 4 Neither party shall pay alimony to the other and both parties hereby waive their statutory rights to future modifications, up or down, of alimony payments, based upon a change in the income or financial status of either party. The statutory modification rights waived herein shall include those rights set out in O.C.G.A. § 19-6-19, et. Seq. Both parties in signing this Agreement intend this to be a knowing and express waiver of their statutory rights of modification up or down based on any current or future laws regarding alimony modifications as may be enacted in this or any other state and the parties are specifically relying upon the case of *Varn v. Varn*, 242 Ga. 309 (1978).

##### COLLEGE EDUCATION COSTS

- 4.01 Husband shall pay for all college-related costs for the parties' three sons until such time as Russell completes his BS and MS from Georgia Tech, Taylor completes his undergraduate degree from Auburn, and Derek completes his undergraduate degree from Emory. Husband's obligation shall include room and board (or apartment rent), reasonable food allowance, books/supplies, tuition charges and other school fees.

- 4.02 Husband shall also pay off each child's American Express bill each month, provided that purchases charged to these accounts is consistent with the descriptions in paragraph 3.27, 4.01, or are approved in advance by Husband.
- 4.03 Husband shall repay the subsidized loans assumed for Derek's education at Emory in accordance with the loan terms.
- 4.04 The parties recognize that the college education obligations set forth herein constitute post-majority support. These obligations shall be paid in a timely manner. The parties' children are not required to take any action in order for the aforementioned obligations to be timely satisfied by Husband.
- 4.05 Husband is awarded the 529 accounts designated for the children as well as the USAA savings account and shall utilize the funds in these accounts for the aforementioned college education costs.

**ARTICLE V**

**INSURANCE**

**5 The parties have agreed to the following with respect to insurance obligations:**

- 5.01 As of the date the Divorce Decree is entered, Wife shall be solely responsible for her own health insurance coverage and medical expenses, except as it relates to Husband's obligation to pay for her COBRA coverage through the end of 2022. The parties acknowledge at the time of this Agreement, Wife may be eligible for continuing health insurance coverage through Husband's current policy. Upon the entry of the Final Judgment and Decree of Divorce, at Wife's election to apply for such coverage, Husband shall take all actions necessary to assist Wife in applying for and obtaining COBRA coverage through his provider such that coverage has been secured for Wife within thirty (30) days of the parties' execution of this Agreement. This shall include, but is not limited to, obtaining any forms necessary for Wife to apply for and obtain such coverage, providing Wife with the name, telephone number and e-mail address of the applicable personnel with Husband's employer whom Wife may contact regarding her application and such coverage. Husband shall be responsible for the timely payment of the cost of Wife's COBRA

coverage through December, 2022. Husband shall be responsible for his own medical insurance and medical bills.

- 5.02 Husband shall maintain health insurance for the parties' sons until they reach age 26 or until they have access to employer coverage upon graduation, whichever first occurs.
- 5.03 Wife shall maintain dental and vision insurance for the parties' sons until they reach age 26 or until they have access to employer coverage upon graduation, whichever first occurs.
- 5.04 Husband shall maintain a life insurance policy on his life naming either the parties three (3) children as equal beneficiaries, or naming a trust to benefit the three (3) children equally, for the purpose of funding expenses in 3.27 and 4.01 so long as any one child remains enrolled college. Husband shall provide proof to Wife once per quarter, upon request, of the face amount of the policy and the appropriate beneficiary designations.
- 5.05 Except as otherwise provided herein, all insurance on property transferred hereunder is hereby assigned to the party receiving such property, and payment of the insurance premiums on such insurance from this date shall hereafter be the sole responsibility of the party to whom the insurance is assigned.

#### ARTICLE VI

#### TAXES

- 6 The parties have agreed to the following with regard to tax issues arising from their marriage:
- 6.01 In the event the parties file their taxes separately for 2022, Wife shall be entitled to the mortgage interest deduction on the marital residence and the full property tax deduction. Wife is entitled to all tax benefits for the parties' children.
- 6.02 In the event the Federal or State Government assesses any additional income taxes, penalties, or interest on any tax return filed jointly by the parties as a result of the failure of either party to report any income or as a result of a deduction or credit having been improperly claimed by either party, the party that failed to report or under reported the income in question or who claimed the improper deduction or

credit shall pay any income taxes, penalties, and/or interest attributable thereto and shall indemnify and hold the other party harmless with respect thereto.

**ARTICLE VII**

**GENERAL PROVISIONS**

- 7 Each party shall have the right to live separately and apart from the other for the rest of his or her life. Neither party shall harass, injure, interfere with, or threaten the other party in any manner whatsoever. Each party may carry on and engage in any lawful employment, profession, business, or other activity as he or she may deem advisable for his or her sole use and benefit. Neither party shall interfere with the use, ownership, enjoyment, or disposition of any property now owned or hereafter acquired by the other.

**INDEMNIFICATION**

- 7.01 The Wife agrees to indemnify and hold the Husband harmless from any and all debts that she is obligated to pay pursuant to this Agreement. The Wife also agrees to indemnify and hold the Husband harmless for expenses, costs of defense or collection, attorney's fees, and expenses of her bankruptcy proceedings as a result of any monies due to the Husband under this Agreement and/or any joint debts that the Wife is obligated to pay under this Agreement. Such obligations shall be considered in the nature of alimony and shall be non-dischargeable in bankruptcy and shall not be considered as deductible to the Wife, nor included as income to the Husband. In the event that any creditor of Wife obtains or attempts to apply a lien against any real or personal property in which Husband has an interest, Wife shall promptly undertake to satisfy that obligation giving rise to said lien.
- 7.02 The Husband agrees to indemnify and hold the Wife harmless from any and all debts that he is obligated to pay pursuant to this Agreement. The Husband also agrees to indemnify and hold the Wife harmless for expenses, costs of defense or collection, attorney's fees, and expenses of his bankruptcy proceedings as a result of any monies due to the Wife under this Agreement and/or any joint debts that the Husband is obligated to pay under this Agreement. Such obligations shall be

considered in the nature of alimony and shall be non-dischargeable in bankruptcy and shall not be considered as deductible to the Husband, nor included as income to the Wife. In the event that any creditor of Husband obtains or attempts to apply a lien against any real or personal property in which Wife has an interest, Husband shall promptly undertake to satisfy that obligation giving rise to said lien.

**GOVERNING LAW**

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

**SEVERABILITY**

7.04 If any provision of this Settlement Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**EXECUTION OF OTHER DOCUMENTS**

7.05 Each of the parties shall on demand execute and deliver to the other any deeds, bills of sale, assignments, consents to change beneficiaries of insurance policies, tax returns, and other documents and do or cause to be done any other acts and such things which may be necessary or desirable to effectuate the provisions and purposes of this Settlement Agreement. If either party willfully fails on demand to comply with this provision, that party shall pay to the other all attorney's fees, costs, and other expenses reasonably incurred as a result of such failure.

**ENTIRE AGREEMENT**

7.06 This Settlement Agreement supersedes any and all prior representations, warranties, communications, and agreement, either oral or in writing, between the parties relating to the rights and liabilities arising out of their marriage, and contains the entire agreement of the parties.

**HEADINGS**

7.07 The headings preceding the various paragraphs of this Settlement Agreement have been included only in order to make it easier to locate the subject covered by each

provision, and are not to be used in construing this Settlement Agreement or in ascertaining the intention of the parties.

**COMPUTATION OF TIME**

- 7.08 When a period of time measured in days, weeks, months, years, or other measurements of time except hours is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted; and, if the last day falls on Saturday or Sunday, the party having such privilege or duty shall have through the following Monday to exercise the privilege or to discharge the duty. When the last day prescribed for such action falls on a public and legal holiday as set forth in O.C.G.A. § 1-4-1, the party having the privilege or duty shall have through the next business day to exercise the privilege or to discharge the duty. When the period of time prescribed is less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

**LEGAL REPRESENTATION**

- 7.09 Wife acknowledges that she has been represented in this matter by Leslie O'Neal and the law firm of O'DELL, O'NEAL, HUNGERFORD, & BLANCHARD. Husband acknowledges that he has been represented in this matter by Adam Sutton and the law firm of CORDELL & CORDELL.

**ATTORNEY'S FEES**

- 7.10 Each party shall be responsible for their own attorney's fees associated with this action.

**OPPORTUNITY TO INSPECT AGREEMENT**

- 7.11 Each party hereby acknowledges that he or she has been afforded the opportunity to be represented by an independent attorney of his or her own selection and choice in the negotiation and preparation of the Settlement Agreement. Each party has carefully read this Settlement Agreement and is completely aware of its contents. Since this Settlement Agreement is a joint effort of the parties, it should be construed with fairness as between the parties and no more strictly enforced

against one or the other. Each party has entered into this Settlement Agreement freely and voluntarily.

**TAX ADVICE**

- 7.12 Both Husband and Wife acknowledged that they have neither sought nor received any tax advice from Leslie O'Neal or Adam Sutton regarding this Settlement Agreement or any effect that the tax laws may have on this Settlement Agreement. Further, the parties have been advised that there could be some tax consequences as the result of this Settlement Agreement, and that the respective parties have been advised that they should seek tax advice from the appropriate persons.

**AMENDMENT OR MODIFICATION**

- 7.13 Once effective, this Settlement Agreement may be amended or modified only by written instrument signed by both of the parties and acknowledged before a person authorized to take acknowledgments which shall be equally binding as if made initially and in full force and effect.

**MUTUAL WAIVER**

- 7.14 Except as otherwise provided herein, the parties shall and do mutually remise, release, and forever discharge each other from any and all actions, suits, debts, claims and demands, and obligations whatsoever, both in law and equity, which each of them ever had, now has, or hereafter have against the other upon or by reason of any matter, cause or thing up to the date of execution of this Settlement 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 except as herein set forth, and to act as executor or administrator of the other's estate. This provision is intended to constitute a mutual waiver by the parties to take against the other's Last Wills under the present or future laws of this or any other state or jurisdiction.

**INCORPORATION AND SURVIVAL**

- 7.15 This Settlement Agreement is made without in any manner consenting to divorce between the parties but nothing contained herein shall be construed to bar or



prevent either party from suing for absolute divorce in any court of competent jurisdiction. This Settlement Agreement shall be offered in evidence in the Superior Court of Cobb County, if acceptable by the Court, shall be incorporated by reference into any Final Judgment and Decree of Divorce which may be granted between the parties hereto. Notwithstanding such incorporation, this Settlement Agreement shall survive independently of such Final Judgment and Decree of Divorce.

**WAIVER OF DISCOVERY**

7.16 Before this Agreement was negotiated, each party was advised of his or her rights under the Georgia Civil Practice Act to conduct formal discovery, investigation, and analysis of matters including the assets, liabilities, and income of the other party. Each party conducted minimal discovery and each knowingly and voluntarily chose to forego and waive completing any further discovery based upon the warranties and representations made below, and each accepts the provisions of this Agreement on the basis of information acquired informally, without completing formal discovery. If it is later discovered that one party knowingly concealed a material asset, defined as an asset valued at more than \$10,000 at the time of the divorce, such that the asset is not addressed above, the opposing party is entitled to seek a declaratory judgment and that asset (including any interest earned thereon) shall be immediately awarded to the other party.

[SIGNATURES ON FOLLOWING PAGE]

Wife: BN

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*Bevin Newton v. Bradford Newton*  
Superior Court of Cobb County  
Settlement Agreement  
Page 17 of 18

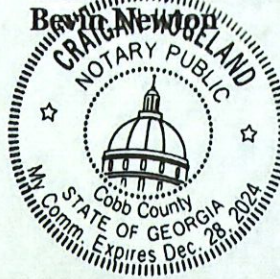
Husband: BBN

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

Bevin Newton

(Seal)

Sworn to and subscribed before me this  
1 day of Sept, 2022.



[Signature]  
Notary Public

Bradford Newton (Seal)  
Bradford Newton

Sworn to and subscribed before me this  
1<sup>st</sup> day of September, 2022.

John Berg  
Notary Public

