

IN THE SUPERIOR COURT OF GWINNETT COUNTY  
STATE OF GEORGIA

HEATHER PARTON,

Petitioner,

v.

JASON PARTON,

Respondent.

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CIVIL ACTION  
FILE NO.: 22-A-01131-6

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”), made and entered into by and between HEATHER PARTON, (hereinafter called “Wife”) and JASON PARTON (hereinafter, called “Husband”), (Wife and Husband being hereinafter collectively referred to as the “Parties”, and sometimes referred to as a “Party”);

**WITNESSETH**

WHEREAS, the Parties to this Agreement were married on October 13, 2001;

WHEREAS, the Parties are now living in a bona fide state of separation;


WHEREAS, the Parties have two minor children at issue of this marriage, to wit: Evan Langston Parton, born 2008 and Lawson Reed Parton, born 2010. No other children are expected;

WHEREAS, the Parties desire to settle all matters of child support, custody, alimony, equitable division of marital property, attorneys’ fees, and all other claims each may have against the other, and his or her attorneys, agents or assigns from any and all actions, suits and claims 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;

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NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do agree as follows:

1.

**NON-INTERFERENCE**

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 the interference, molestation, authority and control, direct or indirect, by the other as fully as if sole and unmarried to each other. The parties agree to refrain from making defamatory or disparaging remarks about the other to third parties.

2.

**LEGAL CUSTODY, PHYSICAL CUSTODY AND PARENTING TIME**

All provisions regarding legal custody, physical custody and parenting time of the Parties' Minor Children are addressed in the *Permanent Parenting Plan* and fully incorporated herein.

3.

**CHILD SUPPORT AND CHILD SUPPORT ADDENDUM**

All provisions regarding child support are addressed in the *Child Support Addendum* and fully incorporated herein.

4.

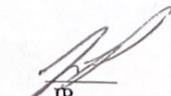
**ALIMONY**

Husband shall pay to Wife a lump sum alimony in the total amount of one hundred thousand dollars (\$100,000.00), payable in three installments, as follows:

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Husband shall pay Wife \$40,000.00 from his share of the equity of the Marital Residence upon the sale of the residence as set forth in Paragraph 6, below. This payment shall be made directly to Wife from the distribution of the sale proceeds of the marital residence at the time of closing on said sale.

A second alimony payment in the amount of \$30,000.00 shall be paid to Wife on or before December 31, 2022.

The final alimony payment in the amount \$30,000.00 shall be paid on or before June 30, 2023.

Both Parties, in signing this Agreement, intend this waiver to be a knowing and express waiver of their statutory rights to modification of alimony, up or down, pursuant to O.C.G.A. § 19-6-19 and specifically rely upon of *Varn v. Varn*, 242 Ga. 309 (1978) to effectuate the waiver.

5.

#### **EQUITABLE DIVISION OF MARITAL PROPERTY**

Husband and Wife have acquired, during the term of their marriage, assets which they intend to equitably divide in the manner and form hereinafter set forth in this Agreement. All transfers of marital property contained herein are done so with the intention of making tax free transfers of marital assets as contemplated by the Internal Revenue Code of 1986, as amended, and as such, the Parties agree that these transfers shall be transfers "incident to a divorce" and non-taxable.


6.

#### **MARITAL RESIDENCE**

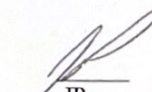
The Real Estate Side Sale Agreement entered into by the Parties concurrently with this

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Agreement is incorporated by reference herein. The Parties shall abide by the terms of the Real Estate Side Sale Agreement in settling all matters pertaining to the Marital Residence.

7.

**BANKING, INVESTMENT AND RETIREMENT ACCOUNTS**

As an equitable division of marital assets, the Parties shall divide banking, investment and retirement accounts, held jointly and individually, as follows:

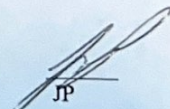
Excluding the Parties' retirement accounts, each Party shall retain all banking, savings and other financial accounts in their individual names. If any joint accounts are later discovered, the Parties shall execute any and all documents and take any actions necessary to close such newly discovered joint accounts. Any funds held in any joint accounts shall be equally divided between the Parties.

The Parties hold three retirement accounts: Wife's Morgan Stanley IRA, Husband's Morgan Stanley IRA and Husband's John Hancock 401(k). The values of each account shall be determined as of the date of the Parties' mediated agreement entered into on June 30, 2022. The total value of all three accounts as of June 30, 2022 shall be added together and the Parties shall equally divide the sum of the values of the three accounts as of June 30, 2022. To effectuate the equal division of the accounts, Wife shall retain her Morgan Stanley IRA free and clear of any interest of Husband, and Husband shall transfer the sum of Wife's remaining portion of one-half of the value of the three accounts from his John Hancock 401(k) to Wife. In the event Husband's transfer of the amount due to Wife requires a Qualified Domestic Relations Order (QDRO), the Parties agree that Matt Lundy, Esq. shall prepare the QDRO, and they shall work cooperatively to provide all necessary documents to effectuate the QDRO. The Parties shall equally divide the costs

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to prepare the QDRO.

8.

**DIVISION OF PERSONAL PROPERTY**

Except as otherwise provided for in this Agreement, each Party shall be entitled to retain their jewelry, clothing, shoes, and personal effects and family heirlooms currently in their possession.

Each of the Parties shall own and enjoy independently of any claim or right of the other party, all items of real and personal property of every kind, nature and description and wherever situated which are now owned by him or her or which may hereafter belong or come to him or her with the full power to him or her to dispose of the same as fully and effectually in all respects and for all purposes as if he or she were unmarried.

9.

**DIVISION OF AUTOMOBILES**

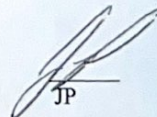
Wife shall retain the 2015 Infinity QX80 currently in her possession and shall be responsible for any and all payments, repairs, maintenance, insurance, taxes, and any and all other expenses associated with said automobile. The Infinity is jointly held between the Parties. Wife agrees to timely pay the monthly loan payment installments, taxes, tags and licenses and shall indemnify and hold Husband harmless with respect to any such expenses and any claim or liability arising from the use of said automobile. When the outstanding loan on the Infinity has been paid in full, Husband shall sign any and all documents necessary to transfer the title to the vehicle into Wife's sole name. In the event Wife chooses to sell the Infinity before the loan is satisfied, Husband shall cooperate with signing all necessary documents to sell and/or trade in the Infinity.

Husband shall retain the 2010 Yukon currently in his possession and shall further be

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responsible for any and all payments, repairs, maintenance, insurance, taxes, outstanding lease and any and all other expenses associated with said automobile and shall indemnify and hold Wife harmless with respect to any such expenses and any claim or liability arising from the use of said automobile. Wife shall sign any and all necessary documents to transfer the title to the vehicle into Husband's sole name. Further, the Parties agree that they shall remain together on their current policy until the entry of the Final Judgment and Decree.

10.

**PARTIES' MEDICAL INSURANCE**

Effective the month following the entry of the Final Judgment and Decree of Divorce, each Party shall be solely responsible for his or her health insurance and all costs associated with same.

11.

**FEDERAL AND STATE INCOME TAXES**

For the tax year ending December 31, 2022 and every year thereafter, the Parties shall file separately. The Parties agree that in the event either or both of them is audited by the federal or state government for a year in which they were married, each will cooperate with the other, their respective accountants and counsel in such audit and shall timely provide records, documentation and appearances as required by the Internal Revenue Service or State Revenue Department. In the event it is determined there is a tax liability including, but not limited to, taxes, interest, and penalties, the Parties will cooperate and work together to minimize their tax liability and resolve the issue. If it is determined that a Party was responsible for any or all of a tax liability, that Party shall be solely responsible for such tax liability.

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12.

**CREDIT CARD AND OTHER DEBTS**

The Parties acknowledge that they have no jointly held credit card or other debts. As an equitable division of marital debt, Husband shall be responsible for the payment of the balances for those credit cards, lines of credit or personal loans held in his individual name and shall indemnify and hold Wife harmless for any debt held in his name.

As an equitable division of marital debt, Wife shall be responsible for payment of the balances for those credit cards, lines of credit or personal loans held in her individual name and shall indemnify and hold Husband harmless for any debt held in her name.

13.

**HUSBAND'S DEBTS**

Except as otherwise set forth herein, Husband shall pay and hold Wife harmless for any claims, debts, liabilities and obligations of any nature whatsoever, contingent or otherwise, which Husband has incurred individually or jointly with any third person or persons. Husband promises to defend Wife against any attempts by any of his creditors to collect the same from Wife and further promises to indemnify Wife fully from any liability and expenses, including legal expenses, which may result from his obligations. In the event 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 the lien.

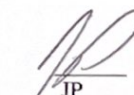
14.

**WIFE'S DEBTS**

Except as otherwise set forth herein, Wife shall pay and hold Husband harmless for any

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claims, debts, liabilities and obligations of any nature whatsoever, contingent or otherwise, which Wife has incurred individually or jointly with any third person or persons. Wife promises to defend Husband against any attempts by any of her creditors to collect the same from Husband and further promises to indemnify Husband fully from any liability and expenses, including legal expenses, which may result from her obligations. In the event 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 the lien.

15.

**MARRIOTT VACATION CLUB**

Husband shall receive the Marriott Vacation Club free and clear of any interest from Wife. Husband shall be responsible for all fees, dues and other expenses and shall indemnify and hold Wife harmless for same. Wife shall execute all documents or Quitclaim Deeds to transfer her interests as needed.

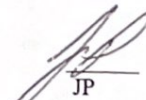
16.

**LIFE INSURANCE**

Husband and Wife both agree to and shall maintain a policy or policies of life insurance on his or her life, respectively, with benefits of not less than SEVEN HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000) until the parties' youngest child reaches the age of eighteen (18) with said benefits payable to the other party as trustee for the benefit of the children born of this marriage. Each party shall cause to be paid on said life insurance policy or policies all dues, premiums, and assessments accruing on said party's policy or policies held in their own name for so long as the policies are required to remain active under this provision. Upon

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reasonable request by the opposite party (but no more than once per year), Husband or Wife shall present reasonable proof indicating that his or her obligation to maintain life insurance is in full force and effect. Either party may substitute and/or transfer policies so long as he or she maintains the required face amount of insurance whether consisting of term or whole life or other life insurance policy or policies, provided said policies are unencumbered and provided the insurance coverage covering the life of each party is in full force and effect at the time of said party's death. In the event either party fails to maintain the aforementioned required amount of life insurance, then the other party, as trustee for the benefit of the children, shall have a claim against un- or under-insured party's estate for the difference between the amount of life insurance required to be in effect at that time and the amount actually in force and received by the receiving party at the time of the other party's death.

17.

**ATTORNEY'S FEES**

Each party shall be responsible for and shall pay their own respective attorney's fee incurred in connection with this action.

18.

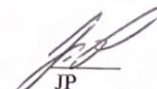
**REPRESENTATION**

The Parties acknowledge that Wife is represented by Melissa Davis Strickland, Esq. and Malone W. Allen, Esq. of Buckhead Family Law and that Buckhead Family Law represented the interests of only Wife and did not in any manner advise or represent the interests of Husband.

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The Parties acknowledge that Husband is represented by Mark Hill, Esq. and that Mark Hill, Esq. represented the interests of only Husband and did not in any manner advise or represent the interests of Wife.

19.

**UNDERSTANDING OF AGREEMENT**

Both Parties agree and acknowledge that they are entering into this Agreement freely and voluntarily; that they have read each page of this Agreement carefully before signing same; that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein; that in arriving at this Agreement they each have taken into account, to the satisfaction of each Party, the facts and circumstances as to the assets and liabilities of each Party; that they have sought and obtained legal advice independently of each other; that they have been duly apprised of their legal rights; that all provisions herein, as well as all questions pertaining thereto, have been fully and satisfactorily explained to them; that they have given due consideration to such provisions and questions; and that they clearly understand and agree to all of the provisions herein. The Parties further acknowledge that each is mentally competent and is not suffering under any disabilities that may tend to violate any portion of this Agreement, now or in the future.

20.

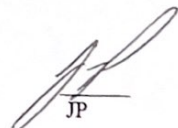
**NO WAIVER IF BREACH**

No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

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21.

**ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the Parties and supersedes any and all Agreements previously made by them.

22.

**MUTUAL RELEASE**

Except for those rights and claims for which this Agreement expressly provides, each Party hereby waives, relinquishes and releases any and all marital rights and claims including, but not limited to, alimony, division of property, dower, curtesy, year's support and rights of inheritance pursuant to the laws of intestacy, which rights and claims each Party may now have against the other or the estate of the other Party by reason of the marriage. Each Party waives any legal or equitable claims and right he or she may have to be appointed executor or administrator of the estate of the other except as the deceased Party may designate in a valid Will executed hereafter.


23.

**SEVERABILITY**

If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future law effective during the term of this Agreement, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid and unenforceable, there be added as part of this Agreement a clause or provision as similar in terms as such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

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24.

**GEORGIA LAW**

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

25.

**PERFORM ALL ACTS**

The Parties acknowledge that time is of the essence and shall execute all documents, perform all acts, notify all affected insurance companies and do all things necessary to transfer any of the assets, or to effectuate any of the provisions and conditions of this Agreement.

Relating to the equitable division of marital property, in the event a Party fails or refuses to cooperate relating to such transfer and division, pursuant to O.C.G.A. § 9-11-70, judgment for specific acts; vesting title, this Agreement, if approved by the trial court in any divorce action between the Parties, shall act as a decree for specific performance of the acts necessary to accomplish the transfer and division as required by this Agreement. This Agreement shall also constitute a judgment and decree empowering a court of competent jurisdiction to fully utilize the powers otherwise set forth in O.C.G.A. § 9-11-70.

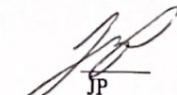
26.

**CLEAR UNDERSTANDING**

Husband and Wife each declares that he or she has a clear understanding of and is in complete accord with the terms and provisions hereof and that each of the terms and provisions is viewed as fair, just and equitable under all of the circumstances.

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27.

**INDEPENDENT SURVIVAL**

The Parties hereby agree this Agreement shall be submitted to the Superior Court of Gwinnett County in the above-styled civil action as the final Agreement of the Parties with reference to the subject matter contained herein and for incorporation into any final decree in said civil action. Whether or not this Agreement is made a part of any such final decree, the terms and provisions hereof are and shall be a binding contract and Agreement between the Parties as to all matters contained herein. The Divorce Decree shall be in conformity with the provisions hereof and shall in no respect impair or modify the same. Notwithstanding such incorporation, this Agreement shall not be merged into the Decree, but shall survive the same and shall be binding and conclusive on the Parties for all time.

28.

**BINDING PROVISIONS**

Except as otherwise provided under this Agreement, this Agreement shall be binding upon the Parties and upon their respective heirs, legal representatives, legatees and assigns of both Parties.

29.

**STRICT PERFORMANCE**

The failure of either Party to insist in any one or more instances upon the strict performance by the other Party of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such term or any other terms of this Agreement thereafter.

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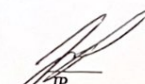
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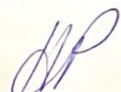
Notary Pub

Sworn to and  
this 26 day

Notary Public

  
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30.

**WAIVER OF DISCOVERY**

Each Party understands that he or she has the right to engage in discovery, the right to require the other Party to testify under oath and produce documents concerning their financial affairs, and the right to have the issues in this case resolved by a jury. By entering into this Agreement, each Party voluntarily waives those rights in order to compromise and settle the disputed issues in this case.

31.

**FINAL JUDGMENT AND DECREE**

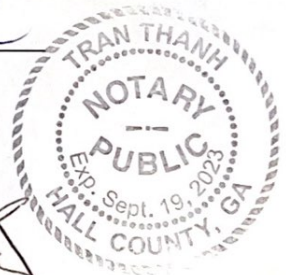
This Agreement may be submitted to the Superior Court of Gwinnett County and this Agreement, if approved by said Court, shall become a part of any final decree in the divorce action between the parties, and shall constitute the sole agreement and decree relating to all matters to which this Agreement refers.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and affixed their seals to this Agreement and initialed each of the preceding pages.

Sworn to and subscribed before me  
this 9<sup>th</sup> day of Sept, 2022.

Heather Parton  
HEATHER PARTON, Wife

[Signature]  
Notary Public



Sworn to and subscribed before me  
this 26 day of August, 2022.

[Signature]  
JASON PARTON, Husband

[Signature]  
Notary Public

**SANA SHAHID HUSSAIN**  
NOTARY PUBLIC  
Forsyth County  
State of Georgia  
My Comm. Expires Oct. 29, 2022

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[Signature]  
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[Signature]  
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