

IN THE SUPERIOR COURT OF COBB COUNTY

STATE OF GEORGIA

ALICIA MARIE REED,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION
vs.	)	
	)	FILE NO. 221-08704-69
STEVEN RUSSELL REED,	)	
	)	
Defendant.	)	

MEMORANDUM OF AGREEMENT

Plaintiff Alicia Marie Reed (“Wife”/”Mother”) and Defendant Steven Russell Reed (“Husband”/”Father”) participated in a virtual Zoom mediation with their respective counsel and the mediator Sheri Lake on May 17, 2022, and arrived at the following memorandum of agreement resolving all issues in their pending divorce case, as set out by the signatures below:

- 1. Legal Custody & Physical Custody** – See attached Parenting Plan.
- 2. Child Support** – Starting June 1, 2023, Husband shall pay Wife \$1,110.00 a month in two equal installments of \$550.00 on the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of each month for the support of Abigail and Alexander, until Abigail graduates from high school. Once Abigail graduates, Husband shall pay Wife \$700.00 a month in two equal installments of \$350.00 on the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of each month until Alexander reaches the age of 18 or graduates from high school, whichever last occurs.
- 3. Children’s Health Insurance** – Wife shall continue to provide health insurance coverage for the children so long as health insurance is provided through her employer.
- 4. Out of Pocket Expenses** – Husband shall be responsible for 65% of the minor children’s uncovered medical expenses, and Wife shall be responsible for the remaining 35%. With respect to Abigail only, after she is no longer eligible for child support, the parties shall share equally (50/50) in Abigail’s uncovered medical expenses up to age 26 or when Abigail attains her own health insurance, whichever date first occurs. In the event a party pays more than his/her share of any such expense, the paying party shall submit proof of the expense within 10 days of incurring the same, and the receiving party shall reimburse the paying party within 10 days of proof of payment.
- 5. Transitional Services for Abigail** – The parties shall equally (50/50) share in the cost of any transitional support programs for Abigail, including summer camps and other

  
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programs designed to help children and young adults with special needs transition into adulthood, until Abigail attains the age of 26. Notwithstanding the foregoing, any expense for such camp or programs that will exceed \$500.00 collectively, the parties must agree in writing to incur such expense in order to require 50/50 sharing of the same. In the event a party pays more than his/her share of any such expense, the paying party shall submit proof of the expense within 10 days of incurring the same, and the receiving party shall reimburse the paying party within 10 days of proof of payment.

- 6. Marital Residence** - Both parties shall continue to reside in the Marital Residence until the house is sold. Until such time as the house is sold, the parties shall be equally (50/50) responsible for payment of the mortgage and utilities incurred from the date of execution of this Agreement to the sale of the Residence. Husband shall provide written proof of payment of the mortgage and utilities to Wife via email or text, and Wife shall reimburse Husband her 50% share.

The Marital Residence shall be listed for sale no later than June 10, 2023, with Mark Spain at a list price of \$730,000.00. On or before 5:00 p.m. on May 25, 2023, the parties shall each obtain quotes from contractors with respect to repairing the deck, replacing the upstairs carpet and painting the interior. After obtaining such quotes, the parties shall agree on which contractor(s) to use for such maintenance and repairs by 5:00 p.m. on May 26, 2023. Failure by either party to timely obtain such quotes shall result in a waiver of his/her ability to provide input as to the selection of the contractor(s). The foregoing repairs and maintenance shall be paid from the parties' joint Capital One savings account. The parties shall ensure that the Residence always remains marketable for sale. Each party shall make the Residence available for showings. The parties must agree on all aspects of the sale (including changes to the listing price, acceptance of any offers or counteroffers, etc.). Neither party shall unreasonably withhold his/her consent. Upon the closing of the sale of the Marital Residence the parties shall equally (50/50) share in the net proceeds.

- 7. Furniture, Furnishings and Artwork** – Except as otherwise set out herein, the parties have equitably divided to their satisfaction the furniture, furnishings and artwork in the house and each party shall retain such items designated to him/her upon the sale of the house. In addition to the items already divided, Husband shall retain the television set in the guest bedroom currently used by Wife and the two (2) framed photos attached hereto. Within 90 days of Husband relocating to his new residence, Husband shall have the right to make copies of the photos in any of the family photo albums and shall return any originals to Wife within those same 90 days. Notwithstanding the foregoing, the parties shall follow the advice of their real estate agent with respect to what items of personal property should remain in the Residence for purposes of sale, what items should be relocated to different areas of the home and what items should be placed in storage prior to the sale of the Residence.
- 8. Vehicles** - Husband shall retain the 2023 Hyundai Palisade and Wife shall retain the 2009 Mazda CX5. Each party shall be solely responsible for the cost and maintenance of related

to their respective vehicle. Notwithstanding the foregoing, within 14 days of the date of this Agreement, Wife shall take the Mazda to a mechanic of her choice to determine if the Mazda needs any immediate repairs or maintenance. In the event any repairs or maintenance is required, such shall be paid from the joint savings account with Capital One up to \$500.00, unless otherwise agreed upon by the parties. Husband shall transfer title of the Mazda CX5 to Wife prior to the execution of the Final Decree in order to avoid transfer taxes.

9. **Alimony**- Starting June 1, 2023, Husband shall pay Wife periodic alimony in the amount of \$1,500.00 for a period of seven (7) years or 84 months.
10. **“Financial Asset Accounts” Defined** - “Financial asset accounts” is intended to be all inclusive and includes but is specifically not limited to: bank accounts, credit union accounts, retirement accounts, investment accounts, profit sharing plans, defined benefit plans, defined contribution plans, index funds, stocks/bonds and investments of the like, employee stock ownership plans (ESOPs), interest bearing accounts, pensions, annuities, cryptocurrency, 401(k)s, 403(b)s, deferred compensation of any nature, mutual funds, life insurance, money market accounts, stock options, restricted stock units, performance options, credit card points, flight miles and hotel points and other similar rewards/loyalty accounts, money transfer accounts (Venmo, CashApp, PayPal, Zelle, etc.), Health Savings Accounts and Flexible Spending Accounts and Dependent Care Accounts and all similar types of accounts, etc.
11. **Financial Asset Accounts Held by Wife** – Wife shall retain sole and exclusive use, possession, and ownership of the financial asset accounts, regardless of nature, held in her individual name and/or held jointly in her name with any third party. Husband forever waives any and all interest he may have had in any such financial asset accounts awarded to Wife hereunder.
12. **Financial Asset Accounts Held by Husband** - Except as otherwise set out herein regarding Husband’s ATOS 401(k) account, Husband shall retain sole and exclusive use, possession, and ownership of the financial asset accounts, regardless of nature, held in his individual name and/or held jointly in his name with any third party. Wife forever waives any and all interest she may have had in any such financial asset accounts awarded to Husband hereunder.
13. **Joint Accounts** – The parties have two (2) joint bank accounts with Capital One, including a checking account (having a value of \$5,565.00) and a savings account (having a value of \$28,934.00). The parties shall close the joint checking account as soon as practicable, given that certain payments and deposits are currently auto deposited or deducted from the account. The funds in the joint checking account shall be equally divided (50/50) upon closure. Starting immediately, the parties shall no longer deposit their income into the joint checking account. In the event a party is unable to immediately change his/her direct deposit, any income deposited into the joint checking account shall be immediately

transferred out by the party entitled to such income. With respect to the joint Capital One savings account, as set out above, the parties shall use the funds in the account first to pay for the deck repair, new carpet and interior painting. After the payment of such expenses, the parties shall equally (50/50) divide the funds in such account and immediately close the account thereafter.

14. **Wife's LGE Accounts** – Wife has a checking account with LGE with a value of \$6,415.81 and a savings account with LGE with a value of \$145.00. As equitable division and for a portion of her attorney's fees and expenses, Wife shall retain all interest in both accounts.
15. **Children's Accounts** - Alexander and Abigail have bank accounts with Capital One in the amounts of \$451.38 and \$269.95 respectively. Both accounts shall be closed. The funds in Alexander's account shall be equally split between the parties and the funds in Abigail's account shall be transferred to a new account set up by Mother and held solely in Abigail's name within thirty (30) days of execution of this Agreement.
16. **Retirement Accounts** – The parties have the following retirement accounts: Wife's Georgia TRS account valued at \$31,000.00; Wife's Cobb County School District Retirement account valued at \$2,402.00; Husband's ATOS 401(k) valued at \$264,289; Husband's Fiserv 401(k) valued at \$64,649.00; and Husband's Fidelity Investment account valued at \$17,220.00. The parties shall equalize the accounts by Husband transferring to Wife \$156,378.00 from his ATOS 401(k) to Wife. The parties shall agree on the attorney to draft any QDRO required to divide Husband's 401(k) account, and the parties shall equally (50/50) share in the fees and expenses related to the drafting and execution of the QDRO and the division of the account.
17. **Debts** - Each party shall be responsible for his/her debts.
18. **Attorney's Fees** – In addition to the funds retained by Wife and described in Paragraph 13, Husband shall pay to Wife an additional \$2,800.00 for her attorney's fees and expenses within twelve (12) months of the date of this Agreement.

*Alicia Reed*

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ALICIA MARIE REED

Dated: 5/17/2023

*Daniele Johnson*

ID eqWqekMBghNjY1zE3ADw29ao

Counsel for Ms. Reed

Dated: 5/17/2023

*srr*

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STEVEN RUSSELL REED

Dated: 5/17/2023

*Emily Christine Long*

ID 1ZtUX1KP55JBHUK4qRVoHqcJ

Counsel for Mr. Reed

Dated: 5/17/2023

*A Reed*

ID ZyQzVttNX3c7FqoXJNtZc7Uv

*srr*

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## eSignature Details

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**Signer ID:** quFLXov9RSvAsqm42YGCDLab  
**Signed by:** Steven Russell Reed  
**Sent to email:** steven.russell.reed@gmail.com  
**IP Address:** 73.137.101.248  
**Signed at:** May 17 2023, 5:45 pm EDT

**Signer ID:** ZyQzVttNX3c7FqoXJNtZc7Uv  
**Signed by:** Alicia Marie Reed  
**Sent to email:** ahalicks@gmail.com  
**IP Address:** 172.58.4.87  
**Signed at:** May 17 2023, 5:46 pm EDT

**Signer ID:** eqWqekMBghNjY1zE3ADw29ao  
**Signed by:** Daniele Johnson  
**Sent to email:** daniele@allfamilylaw.com  
**IP Address:** 199.87.166.23  
**Signed at:** May 17 2023, 5:47 pm EDT

**Signer ID:** 1ZtUX1KP55JBHUK4qRVoHqcJ  
**Signed by:** Emily C. Long  
**Sent to email:** emily.long@vandtlaw.com  
**IP Address:** 71.59.13.170  
**Signed at:** May 17 2023, 5:48 pm EDT