

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

**KATHRYN MORGAN** §  
§  
**PLAINTIFF,** § **CIVIL ACTION FILE NO. 22-A-9862-3**  
§  
**vs.** §  
§  
**BROOKS MORGAN,** §  
§  
**DEFENDANT.** §

**MARITAL SETTLEMENT AGREEMENT**

BROOKS MORGAN (“Husband”), and KATHRYN MORGAN (“Wife” collectively with “Husband” as “the parties”) enter into the following Settlement Agreement (the “Agreement”).

**WITNESSETH:**

The parties were married on April 26, 2014, in Ocean Isle, North Carolina, and said marriage still subsists.

The parties separated on or about November 10, 2022 and are now living in a *bona fide* state of separation and acknowledge that there exists no chance of reconciliation.

There are two (2) children born of the marriage, to wit: JACKSON MORGAN, a male child born in 2015; and CHASE MORGAN, a male child born in 2018. No further children are expected and Wife is not currently pregnant.

The parties, they have been living separate and apart and it is their intention to dissolve the marriage between them by entering into an agreement settling all issues between them on a full and final basis, including the care and custody of their minor child, child support, alimony, equitable division of marital property, attorneys’ fees and all other rights, remedies, privileges and obligations which have arisen out of their marriage (the “Agreement”). The parties agree that their future relations shall be governed by the terms of this Agreement and enter into this Agreement freely and voluntarily, under no compulsion or duress, and in consideration of the present income, earning capacity, and financial circumstances of each of the parties.

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**MARITAL SETTLEMENT AGREEMENT**

The parties agree that their future relations shall be governed by the terms of this Agreement and enter into this Agreement freely and voluntarily, under no compulsion or duress, and in consideration of the present income, earning capacity, and financial circumstances of each of the parties.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, agreements, and terms contained herein, the parties voluntarily enter into the following Agreement:

**I. 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 interference, molestation, authority, and control, direct or indirect, by the other as fully as if sole and unmarried to each other.

**II. HOLD HARMLESS.**

**A. Husband To Wife:** Except as otherwise provided in this Agreement, 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. If 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.

**B. Wife To Husband:** Except as otherwise provided in this Agreement, Wife shall pay and hold Husband harmless for any 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. If 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.

**III. MINOR CHILDREN.**

**A. Child Custody and Visitation** - The parties acknowledge they have a joint and several obligation for the care, custody, and support of their minor children. They have set forth the details of their custodial arrangement and respective parenting times in the

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document entitled "Consent Parenting Plan," which is incorporated herein by reference.

**B. Child Support** – Child support is set pursuant to the Consent Child Support Addendum and Child Support Worksheets, which are incorporated herein by reference.

**IV. ALIMONY.**

Husband and Wife agree that neither of them shall seek or receive alimony from the other, either now or in the future, and specifically waive their statutory right to modifications, up or down, of alimony based on a change in the income or financial status of either party. 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.

**V. INSURANCE.** The parties shall carry insurance pursuant to the following terms:

**A. Health Insurance**

Commencing with the entry of the Final Judgment, the parties will be responsible for their own health insurance policies, and each shall be responsible for their own health care expenses not covered by insurance. The parties shall share in the uncovered health care costs and shall maintain the health insurance for the minor children as set forth in detail in the Consent Child Support Addendum.

Wife will be responsible for obtaining her own health and dental insurance and may elect to apply for an individual conversion policy and for continuation coverage of dental (if available), health and hospitalization insurance under the health insurance program that is provided for Husband's benefit by his current employer in accordance with the provisions of the federal law known as the Comprehensive Omnibus Budget Reconciliation Act of 1985 (COBRA). Husband should notify his employer regarding the divorce of the parties and shall obtain for Wife the necessary application forms and related information necessary to enable Wife to prepare her application. Husband will assist Wife in submitting her application to the insurance company within two (2) weeks of the date of the final decree of divorce, it being understood that a divorced spouse under the terms of the group insurance policy has only thirty (30) days from the date of the divorce to apply and pay for additional conversion policy for herself. Within seven (7) days of signing this Agreement (to the extent they have not already done so), the Parties shall contact the Health Care provider to obtain all important deadlines to apply for COBRA coverage.

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If Wife makes the COBRA election, their rights will be set forth by the health insurance policy and as governed by state and federal law. The parties agree to cooperate in connection with the signing of documents and making of claims required in order to obtain recovery under the provisions of the insurance plan.

**VI. REAL PROPERTY.**

During the parties' marriage, they acquired a property located at 6499 MOBILIS COURT, SUGAR HILL, GEORGIA 30518 (the "marital home or residence.")

Wife will have exclusive use and possession of the marital home and will be responsible for all costs associated with her possession, including but not limited to monthly mortgage payments, property taxes, homeowner's insurance, homeowner's association fees if applicable, utilities and any other expense necessary to maintain the property. Wife will indemnify and hold Husband harmless for these expenses.

The parties shall obtain an appraisal of the marital residence no later than December 16, 2023. Husband shall select the appraiser, subject to Wife's approval, and pay for the appraisal. If Wife does not approve of the appraiser, Husband shall select a new appraiser unless and until Wife approves of said appraiser selected.

Wife will refinance the marital home to remove Husband's name from the mortgage not later than April 11, 2024. Upon the refinancing of the home, Husband will sign a quitclaim deed relinquishing his interest to the property to Wife. At the time of refinancing, Wife shall pay Husband fifty percent (50%) of the equity in the marital home. The equity shall be determined as follows: The parties shall utilize the appraised value of Five Hundred Twenty Thousand Dollars (\$520,000) per the December 13, 2023 appraisal completed by Daniel Appraisal Service to determine the fair market of the marital home. Then, the equity is determined by subtracting the outstanding mortgage and/or HELOC from the appraised value of Five Hundred Twenty Thousand Dollars (\$520,000).

Neither party shall grant any deed to secure debt conveying to any lender any interest in the marital residence until Husband is removed from any current financial obligation(s) on the marital residence, nor use the marital residence as security for any loan subsequently obtained, except as provided in this refinancing provision. Husband guarantees and warrants that he knows of no liens or encumbrances against the marital residence other than those disclosed in this Agreement. In the event it is determined any additional liens, encumbrances, or clouds against the title to the marital residence have been caused by the actions of Husband, then he shall bear sole financial responsible and shall take all actions

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necessary to remove the same and shall indemnify and hold Wife harmless with respect to thereto and shall be fully responsible for any and all liability associated with the same.

In the event Wife is unable to refinance the marital residence to remove Husband's name from the loan(s) on the marital residence, Wife shall furnish Husband with a copy of all letter(s) or notice(s) of rejection of every refinance application submitted by Wife, and the marital residence shall be placed on the market for sale not later than April 12, 2024. The parties will cooperate to select a real estate agent not later than April 1, 2024. In the event the parties have been unable to agree, Husband shall submit a list of three nominees to Wife not later than April 1, 2024 and Wife shall select a nominee from that list not later than April 5, 2024.

a. **Consent to Sale** – Neither party shall unreasonably withhold his or her consent to the sale of the marital residence. Each party shall cooperate fully with any broker in using a lock box and showing this residence, meeting with prospective purchasers, making counter offers, and signing the necessary documents to effectuate the sale and closing of the marital residence. At the time of the closing of the sale of the marital residence, each of the parties shall have the right and obligation to attend the closing and sign all documents required to complete the transaction.

b. **Repairs to the Marital Residence** – The Marital Residence shall be sold “as-is” unless the parties agree to make repairs. In that case, the parties shall equally divide expenses for any mutually agreeable repairs to the house performed to prepare it for sale.

c. **Condition of the Marital Residence While Listed for Sale** - For the purpose of effectuating the sale of the marital residence, Wife shall keep the marital residence in broom clean condition to the extent possible with two (2) minor children residing in the home to permit the home to be shown to prospective purchasers at all reasonable times.

d. **Division of Equity** - Husband shall receive fifty percent (50%) of the net proceeds of the sale of the marital residence and Wife shall receive fifty percent (50%) of the net proceeds of the sale of the marital residence. For purposes of this Agreement, net proceeds is defined as the gross proceeds due to the sellers under the contract for sale less the following: any existing mortgages, liens, or encumbrances on the marital residence, prorated taxes due and owing, any commissions due and owing, any and all closing costs due and owing, , and any costs or expenses identified in the contract for sale of the marital residence due and owing at the time of the closing. In the event the marital residence is sold at a net loss, then the parties shall divide the deficiency obligations equally.

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e. **Security Interest** – The parties represent that the following are the only liens tied to the marital home: Chase Mortgage account ending in \*5841. Neither party shall grant any deed to secure debt conveying to any lender any interest in the marital residence until the other party is removed from any current financial obligation(s) on the marital residence, nor use the marital residence as security for any loan subsequently obtained except as provided in this refinancing provision. Each party guarantees and warrants that they know of no liens or encumbrances against the marital residence other than those disclosed in this Agreement. In the event it is determined any additional liens, encumbrances, or clouds against the title to the marital residence have been caused by the actions of either party, that party shall bear sole financial responsible and shall take all actions necessary to remove the same and shall indemnify and hold the other party harmless with respect to thereto and shall be fully responsible for any and all liability associated with the same.

**VII. BANK ACCOUNTS.**

As an equitable distribution of property, each party shall retain, free from any claim by the other, all bank accounts, savings accounts, and other similar accounts in their individual names.

As equitable division of marital property, Wife shall retain all funds in any joint accounts and Wife shall work with Husband to either remove his name from the account or close the joint account(s). To the extent there are joint accounts, or the parties are dividing accounts, any outstanding checks or debts that are not accounted for in the account at present shall be disclosed immediately. If there are outstanding checks that have not been cashed that would reduce the amount in the account, and the check/debt has not been disclosed, the party responsible for incurring the debt or writing the check shall reimburse the other party his or her portion of the debt within 24 hours of the discovery of the debt/check.

**VIII. RETIREMENT ACCOUNTS.**

- A. Husband warrants he has disclosed any interest, if any, he may have or that he has been offered by his employer or business, past or present, or reasonably expects to be offered by his employer, in a retirement plan of any kind, whether pension, profit-sharing, 401(k), IRA, annuity, SEP, or other type of retirement or deferred compensation plan.
- B. Wife warrants she has disclosed any interest, if any, she may have or that she has been offered by her employer or business, past or present, or reasonably expects to be offered by her employer, in a retirement plan of any kind, whether pension, profit-sharing, 401(k), IRA, annuity, SEP or other type of retirement or deferred compensation plan.

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- C. Each party represents that the following chart identifies all of that party’s retirement accounts. Each party further warrants and represents that there are no outstanding loans against any of that party’s accounts listed below, and neither party will take any loans or otherwise withdraw any funds from their account(s) until after the other party receives his or her distribution.

Party	Type of Account & last 4 of account #
Husband	Fidelity Diversity 401(k)*5737
Husband	Fidelity Rollover IRA *4937
Wife	Insperity Roth IRA

- D. The parties represent and acknowledge that Husband currently has a Fidelity Diversity 401(k) account ending in \*5737. Husband warrants and represents that he has no outstanding loans against the Fidelity Diversity 401(k) ending in \*5737 and that he will not take any loans or otherwise withdraw any funds from this account until after Wife receives her distribution.

- E. As part of the equitable division of the parties’ marital property, fifty percent (50%) of Husband’s Fidelity Diversity 401(k) ending in \*5737 account shall be transferred to Wife’s Insperity Roth IRA account, plus or minus any gains or losses and any interest or dividends the amount accrues from the valuation date until the date of transfer. The parties agree that the account balance and division of funds shall be based on the amount in the Fidelity Diversity 401(k) ending in \*5737 on the date of distribution.

- F. The transfer of funds shall be as soon as administratively possible according to the rules and regulations of the plan(s), and the process shall be initiated by the Wife within seven (7) days of the date of the Final Decree. If necessary, the transfer shall be executed through a Qualified Domestic Relations Order (“QDRO”). The parties agree to use Matt Lundy to prepare the QDRO. Preparation of the QDRO, the process of qualifying the QDRO and completion of the transfer of funds through the QDRO shall be prepared, processed, and completed by both parties and they shall each be responsible for half of all fees and costs associated with the preparation, approval process, and completion of the QDRO. Husband agrees to cooperate fully with Wife in providing any information and/or documentation necessary for the preparation of the QDRO, including but not limited to the identity, address, and other contact information of the Plan Administrator. Effective upon the transfer to Wife of Wife’s

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equitable division of the party's retirement accounts, each party shall then release, discharge, and waive any and all further claim to any additional award of equitable division in the other party's retirement account(s). Wife's entitlement to the retirement benefits described in this Agreement shall not be terminated, abated, suspended, modified, reduced, or affected in any way by her death, remarriage, or any other event.

**IX. INVESTMENT ACCOUNTS AND/OR STOCK.**

Other than what has already been set forth in this Agreement, the parties warrant that they have no other investment or stock accounts subject to equitable division.

**X. MARITAL DEBTS.**

- A.** Except as otherwise provided for in this Agreement and except as set forth below, each party shall be responsible for all other indebtedness in their respective names. With the division of debt set forth below, the parties agree to not obtain additional credit in the name of either party or increase the amount of any existing joint debt obligation, including lines of credit and credit cards currently in their joint names. The parties will make sure that any credit cards in their joint names will be changed so that they are in the individual names of the primary card holder. If a joint credit card cannot be separated, then the parties shall close such account and share in the obligation as set forth below.
- B.** Neither Husband nor Wife shall have any obligation for any debt incurred by the other that may be in existence at the time of execution of this Agreement except as is specifically provided for in this Agreement. Any such unspecified debt shall be paid by the party who incurred the debt.
- C.** With regard to all debts and obligations under this Agreement, each party represents and warrants he or she shall make timely payments on his or her obligations so as not to negatively affect the credit of the other. Both parties agree they shall indemnify and hold the other harmless for the financial responsibilities he or she has accepted under this Agreement. Said indemnification and hold harmless provisions shall include the defaulting party's paying the other party's reasonable and necessary attorney's fees and court costs for any contempt action or collection action necessary to enforce the terms of this Agreement.

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**D.** The parties agree the debts are divided as follows:

Institution	Account #	Approx. Balance	Party that will be responsible
Navy Federal Credit Union	*7167	\$31,254.03	Wife shall reimburse Husband in the amount of Seven Thousand Five Hundred and 00/100 Dollars in consideration of her attorneys' fees expended from this account. The debt shall be paid no later than March 15, 2024 provided Wife's refinance is successful; if the refinance is not successful, this debt shall be paid by Wife to Husband from her share of the proceeds of the sale of the marital residence. Husband shall be solely responsible for the remaining balance on this account.

**E.** Within three (3) days of signing this Agreement, the parties shall each deliver to the other any credit cards in his or her possession for any accounts maintained in the other's name or for which the other party is responsible as identified above. In the event there is a joint charge account, all cards on that account shall be destroyed and the account closed.

**F. Subsequent Debts.** Each party shall deliver to the other promptly any credit cards in his or her possession for any charge accounts maintained in the name of the other. All accounts on which both parties are liable shall be closed in writing with a copy to the opposite spouse within 30 days following the execution of this agreement. Each party represents and warrants that he or she, as the case may be, has not incurred or contracted any debts or obligations for which the other or any property of the other may be liable, either individually or jointly. Each party agrees that he or she shall be solely responsible for the payment and performance of all debts and obligations presently in his or her respective name and he or she hereafter shall not incur any debts or obligations for which the other may be liable. Each party shall indemnify and hold the other harmless from and against any costs and expenses resulting from a breach or violation by such party of any representation, warranty or covenant contained in this paragraph.

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**G. Undisclosed Liens.** Any lien which has not been disclosed to the other party shall be the sole responsibility of the party who has failed to disclose same and of the party who has incurred or acted so as to incur such lien, and the party incurring such lien shall indemnify and hold the other party harmless from all liability associated therewith.

**XI. PERSONAL PROPERTY.**

**A. Automobiles.**

Each party shall retain the automobiles currently in his/her possession and be solely responsible for all debts, maintenance, repairs, insurance, registration, title, tags, ad valorem taxes, and other expenses associated with their respective automobiles. Husband is currently driving a company vehicle and Wife is currently driving the 2012 Hyundai Tucson. Each party shall have the other party's name removed from the title and registration as required within thirty (30) days of signing this Agreement. The parties will contact the insurance company to establish separate insurance policies on their respective vehicles within thirty (30) days of the signing of this Agreement.

**B. Furniture, Furnishings, & Other Personal Property.**

Except as more fully set forth in Exhibit "A", each of the parties shall hereinafter own, have and enjoy, independently of any claim or right of the other party all items of personal property (tangible and intangible) now or hereafter belonging to him or her and now or hereafter in his or her name, with full power to dispose of the same as fully and effectually as though he or she were unmarried. The parties do further mutually agree that all items of personal property not specifically mentioned in this Agreement or in Exhibit "A" have been divided to their mutual satisfaction and are in the possession of the party to whom they belong, and that such division, together with the division set forth in this Agreement and in Exhibit "A", is fair, equitable, and final as between them.

All personal property owned by Husband before the marriage remains in possession of Husband. All personal property gifted to Husband during the marriage remains in the possession of Husband. All personal property owned by Wife before the marriage remains in possession of Wife. All personal property gifted to Wife during the marriage remains in the possession of Wife. Accordingly, each party accepts the same in lieu of and in full and final settlement and satisfaction of any and all claims or rights that either party may now or hereafter have against each other party for his or her property settlement. Except for what is expressly set out herein, each of the parties do hereby waive and renounce any and all further claims that each might have against the other and they do

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each hereby quitclaim and release all property titled in the name of or in the possession of the other and not specifically dealt with in the Agreement.

**XII. TAXES.**

**A. Tax Filings.**

The parties represent and confirm to each other that there are no outstanding income taxes due nor any deficiency assessments, late fees, penalties, or interest charges that are due to any state revenue agencies or to the Internal Revenue Service for any tax year prior to 2022. Absent agreement of the Parties to file jointly, the Parties hereby agree and understand that each shall be separately responsible for filing their own income tax returns required for the tax year ending December 31, 2023. If the Final Judgment and Decree of Divorce is not file-stamped by December 31, 2023 at 11:59 p.m., the parties agree to file as married filing separately for the 2023 tax year. The Parties agree and understand that upon agreement they can file joint tax returns for the tax year ending December 31, 2023. The Parties hereby agree and understand that each shall be separately responsible for filing their own income tax returns required for all subsequent years.

**B. Mortgage Interest and Property Tax Deduction.**

Each party shall claim one-half of any mortgage interest and property tax deductions associated with the marital residence.

**C. Dependency Exemption.**

As primary physical custodian, the parties acknowledge that the Wife is entitled to claim any child tax credits available for all federal income tax purposes for the minor children on all future tax returns, and any dependency exemptions for all state income tax purposes. This provision is intended to serve as a written declaration that Wife may attach to her tax returns evidencing her entitlement to the exemptions and credits. If necessary, however, Husband timely sign, any I.R.S. or state Department of Revenue form necessary to evidence this entitlement. In the event the federal or state government assesses additional income taxes, penalties or interest against either party because of failure to comply with the terms of this provision, the party at fault shall fully indemnify, defend, and hold the other harmless and shall pay any income taxes, penalties, and/or interest attributable thereto, together with the costs of reasonable attorney's fees, tax return preparer's fees, accountant fees, or other expert fees incurred as a result thereof by the party not at fault.

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**D. Indemnification:**

1. The parties agree that, in the event either or both of them is audited by the federal or state government for a year during which they filed a joint return as a married couple, 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 the liability is directly attributable to the fault of one party, that party shall pay any resulting income taxes, penalties, and interest assessments, together with the costs of reasonable attorney's fees, accountant's fees, or other expert fees incurred by the innocent party and the at-fault party shall indemnify and hold the other party harmless with respect to such liability.
2. In the event it is determined there is a tax liability that is not directly attributable to the fault of either party, the parties will cooperate and work together to minimize their tax liability and resolve the issue. Any tax liability will be split between the parties in direct proportion to the percentage of each party's income to the parties' total household income for that tax year.
3. Any and all refunds that may be derived from an audit will be split between the parties in direct proportion to the percentage of each party's income to the parties' total household income for that tax year.
4. Should Husband or Wife fail to perform any obligation hereunder, the other shall be entitled to recover any and all losses as assessments together with all expenses, including reasonable attorney's fees.

**E. Tax Advice.**

1. Each party acknowledges that he or she is aware that there might be certain tax consequences associated with this Agreement or as a result of their entering into this Agreement. Each party understands that prior to the execution of this Agreement, he or she should consult with a tax attorney or C.P.A. to satisfy themselves of any tax consequences which may result from this Agreement.
2. It is expressly understood by the parties that Vayman & Teitelbaum, P.C., Julia Spitler, Pepitone Family Law, and Ashley Pepitone do not hold themselves out as being experts in tax-related matters, have made no representations or recommendations based upon potential tax consequences, and have recommended the parties consult with tax specialists regarding any tax consequences in regard to this Agreement. By execution of this Agreement, the parties acknowledge such recommendation and confirm that, irrespective of whether he or she actually sought, accepted, or disregarded such advice, he or she is fully informed of and satisfied with the tax consequences that may affect

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him or her. Also, by signing this Agreement and that neither party has received or relied on any tax advice from Vayman & Teitelbaum, P.C., Julia Spitler, nor Pepitone Family Law, and Ashley Pepitone. By execution hereof, the parties hereby acknowledge such recommendation and confirm that they have sought and obtained advice with regard to such tax matters, and each party is satisfied with the tax consequences which may affect him or her by the execution of this Agreement.

**XIII. ATTORNEYS' FEES & EXPENSES.** The parties understand and agree that each shall be responsible to pay their respective attorney's fees and costs incurred as a result of the instant proceeding. Each party further agrees to defend, indemnify, and hold the other harmless from any and all claims by any person, be it an accountant, attorney, appraiser, investigator or otherwise, who rendered or claims to have rendered service to him or her in connection with the proceeding or negotiation of this Agreement.

**XIV. CONSTRUCTION OF EQUITABLE DIVISION.** The parties acknowledge that the equitable division of marital property and the payment of marital and joint debts, if provided for in this Agreement, shall not be deductible or taxable for income tax purposes as being incident to a divorce. Each party acknowledges that, but for the payments provided here, the other party's financial independence would be impaired. Therefore, it is the parties' intention that if either party ever seeks bankruptcy protection, the amounts payable under this Agreement shall not be dischargeable in bankruptcy under 11 U.S.C. § 523(a)(5) as they are payments in the nature of spousal support and maintenance. The parties acknowledge and agree the equitable division of the parties' marital property conforms to a just and right standard, with due regard having been given to the rights and contributions of each party.

**XV. ADDITIONAL CLAUSES.**

**A. Bankruptcy.** Husband and Wife agree that in the event either party enters into a bankruptcy that this Agreement will expressly survive such event. It is the parties' intention that if either party seeks bankruptcy protection, the amounts payable under this Agreement including but not limited to alimony, child support, or periodic payments of equitable division shall not be dischargeable in bankruptcy under 11 United States Code Section 523(a)(5), as the payments are in the nature of spousal

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support and maintenance. Alternatively, the payments shall not be dischargeable in bankruptcy under 11 United States Code § 523(a)(15).

- B. *Enunciation of Certain Rights.*** Except as provided herein, Husband and Wife each hereby waive any right at law or in equity to elect to take against any Last Will made by the other, including all rights of dower or courtesy, and hereby waives, renounces, and relinquishes unto the other, their respective heirs, executors, administrators and assigns, forever, all and every interest of any kind or character which either may now have or may hereafter acquire in or to any real personal property of the other, whether now owned or hereafter acquired by either. By executing this Agreement, both parties waive any legal right he or she may have to be appointed administrator of the estate of the other. The release of marital rights by the other is founded on mutuality of consideration independent of the equitable division of property provided for in this Agreement. Husband and Wife shall each have the right to dispose of his or her property by will, or otherwise, in such manner as each may in his or her uncontrolled discretion deem proper, and neither one will claim any interest in the estate of the other, except to enforce any obligation imposed by this Agreement.
- C. *Duty to Cooperate & Provide Further Assurances.*** Each of the parties, from time to time, at the request of the other, shall execute, acknowledge, and deliver to the other all further instruments/documents (and take such steps which may be reasonably required) necessary to give full force and effect to the provisions of this Agreement. If no time frame is provided, then such actions shall be taken within thirty (30) days from the effective date of this Agreement. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with force and effect, as shall be necessary to effectuate the terms of this Agreement.
- D. *Effective Date of Agreement.*** Except as may otherwise be contained herein to the contrary, the effective date of this Agreement shall be the date all parties fully execute it to be charged hereunder.
- E. *Binding Agreement.*** The parties hereby agree to be bound by the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as a relinquishment by either party of the right to prosecute or defend any suit for divorce in any court of proper jurisdiction. Should either of the parties obtain a decree, judgment or order of separation or divorce in any other state, county, or jurisdiction, each of the parties to this Agreement hereby consents and agrees that this Agreement and all of its covenants shall not be affected in any way. Unless otherwise stated in

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this Agreement or disallowed by law, the provisions of this Agreement shall be binding on each party's heirs and assigns.

- F. *Incorporation of Agreement into Judgment.*** A suit for divorce has been filed in the Superior Court of Gwinnett County. This Agreement shall be presented to the Court and incorporated by reference into a Final Judgment or decree of Divorce from such Court. Notwithstanding such incorporation, this Agreement shall survive and shall be enforceable independently of the Judgment or Decree.
- G. *Voluntary Execution.*** The parties acknowledge and represent that this Agreement is fair and reasonable under the circumstances and that it is not the result of any fraud, duress or undue influence exercised by either party or any third party upon either of them, and that each executes it voluntarily and of their own free will. It is further specifically understood and agreed that the provisions of this Agreement relating to the equitable distribution of the parties' property are accepted by each party as a final settlement for all purposes whatsoever. The parties further acknowledge and represent each has read this Agreement in its entirety and fully and completely understand each and every term and obligation in the Agreement.
- H. *Independent Legal Representation.*** Wife acknowledges she was represented by Julia Spitler of Vayman & Teitelbaum, P.C. and that she is fully satisfied with the services and performance of her attorney and that all questions she has have been answered fully and satisfactorily. Husband acknowledges he was represented by Ashley Pepitone of Pepitone Family Law and that he is fully satisfied with the services and performance of his attorneys and that all questions he has have been answered fully and satisfactorily.
- I. *Waiver of Further Discovery.*** The parties understand that they each have the right to obtain and take advantage of discovery tools available to litigants in a court proceeding including, but not necessarily limited to, interrogatories, depositions, requests to produce, an examination of the books and records of the other party, and the procurement of independent valuations of the assets possessed and/or controlled by the other, etc., prior to the execution of this Agreement. Each party expressly represents and agrees that he or she is sufficiently familiar with the income and assets of the other, related financial documents, and documents filed with the Court in this matter. The parties acknowledge that their respective attorneys have explained the advantages and disadvantages of waiving or utilizing the compulsory discovery process. The parties knowingly waive his or her right to further utilize the foregoing discovery tools for the purpose of settling their differences concerning the issues arising out of the marriage. EACH PARTY EXPRESSLY ACKNOWLEDGES THAT DISCOVERY IN THIS MATTER HAS NOT BEEN COMPLETED. The parties have disclosed to the other the full and complete nature and value of all of their presently constituted assets, liabilities, and incomes for purposes of entering into this

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**MARITAL SETTLEMENT AGREEMENT**

Agreement, which disclosures each covenant to be complete, accurate and true. The parties acknowledge and agree that each party has relied upon the full and accurate disclose by the other with regard to the entire assets and estate of the parties and that such reliance constitutes consideration for entering into this Agreement.

- J. **Right to Trial.** The parties acknowledge that each has been informed by their respective counsel of the right to have a court of competent jurisdiction determine all issues arising from the marriage and that if this were done, perhaps, a different result would have been obtained. Each party voluntarily and knowingly waives this right to trial and accepts the terms of this Agreement as being final, complete, and binding as to all said issues arising from the marriage.
- K. **Strict Performance.** The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed to be a waiver or any subsequent default or breach of this Agreement.
- L. **Social Security Benefits/Ten Year Rule.** The parties acknowledge that that Vayman & Teitelbaum, P.C., Julia Spitler, Pepitone Family Law, and Ashley Pepitone do not hold themselves out as being an expert in social security matters and has, therefore, recommended that the parties consult with social security advisor regarding the potential consequences of this Agreement on their rights to collect social security. By execution thereof, the parties hereby acknowledge such recommendation and confirm that they have had adequate opportunity to obtain said advice with regard to such matters, and each party is satisfied with the consequences which may affect him or her by the execution of this Agreement.
- M. **Time is of the Essence.** Time is of the essence in regard to the obligations of the parties in this Agreement.
- N. **Mutual Release.** Except as may be contained herein to the contrary, each party hereby releases and discharges, and by this Agreement does for himself or herself, and his or her legal heirs, representatives, executors, administrators, and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or in equity, in which either party ever had or now has against the other, except for any and all causes of action for dissolution of marriage and/or post-judgment enforcement applications to a court of competent jurisdiction.
- O. **Entire Understanding.** This Agreement contains the entire understanding of the parties and supersedes any and all agreements previously made by them. There are no representations, warranties, covenants, or undertakings other than those as expressly set forth herein. The parties represent and acknowledge that there have been no collusive agreements whatsoever made either orally or in writing, or any representations made by one party to the other with respect to the obtaining of a decree dissolving the parties' marriage, or with respect to restraining or inhibiting the other from contesting or litigating any pending or future matrimonial cause of

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**MARITAL SETTLEMENT AGREEMENT**

action for divorce or compliance application incident to the enforcement of the terms of this Agreement. Before this Agreement was negotiated, each party was advised of his and her rights under the Georgia Civil Practice Act to conduct formal discovery, investigation, and analysis of the assets, liabilities, and income of the other party. Each party knowingly and voluntarily conducted said discovery to the extent they so desired and hereby accept the provisions of this Agreement on the basis of information acquired. Both parties acknowledge that they have had many opportunities to address and discuss with their respective counsel or such other advisors as they deemed appropriate any questions and issues that they may have respected the standard of living established during their marriage. The parties agree that the disposition of alimony and other economic issues hereunder should enable each of them to live a lifestyle reasonably comparable to the marital standard of living, and they are satisfied that under the totality of the circumstances presented, the provisions of this Agreement, as a whole, are fair and equitable.

- P. *Modification or Waiver.*** A modification or waiver of any of the provisions of this Agreement shall be effective when and only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
- Q. *Not Construed Against Drafting Party.*** This Agreement is the joint product of both parties and should the issue of interpretation of its terms be brought before the Court or other authority, it shall not be construed favorably or unfavorably as to either party Agreement.
- R. *Situs.*** This Agreement shall be governed in accordance with the laws of the State of Georgia, exclusive of conflicts of law principles. Additionally, the drafting of this Agreement by the attorney for either party shall have no bearing on the interpretation of same.
- S. *Communication of Information.*** As long as any provision contained herein remains unfulfilled, the parties agree to keep the other informed of his or her residence, email address, and telephone number or such other place as he or she may readily receive communications.
- T. *Severability.*** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provisions of this Agreement, or the application thereof to any person, firm, company or other legal entity or circumstance shall, for any reason and to any extent, be invalid and unenforceable, the remainder of this Agreement and the application of said provision to other persons, firms, companies or other entities or circumstances

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**MARITAL SETTLEMENT AGREEMENT**

*Kathryn Morgan v. Brooks Morgan*; Superior Court of Gwinnett County; CAFN: 22-A-09862-3

shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

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**MARITAL SETTLEMENT AGREEMENT**

**XVI. PARTIES' SIGNATURES.**

The parties have entered into this Agreement on the day and year written next to their respective names below.

**AS TO WIFE**

DocuSigned by:  
*Kathryn Morgan* 1/22/2024  
B9D585EEA7D34B4... DATED: \_\_\_\_\_  
KATHRYN MORGAN

**AS TO HUSBAND**

DocuSigned by:  
*Brooks Morgan* 1/23/2024  
5417FEF810BD7407... DATED: \_\_\_\_\_  
BROOKS MORGAN

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**MARITAL SETTLEMENT AGREEMENT**

**Exhibit A – Personal Property Division**

Property for Husband to retain from the marital residence:

- Golf Pictures (4)
- Atl CC Table
- End Table/Cabinet (from Mom) Brown
- Lanterns (top TV)
- Outdoor Recliners
- Outdoor Heater Table
- Dishes/Serving Split
- Weights - Dumbbells
- Nightstand (Husband’s side) lamp
- Golf Mirror
- Table in Foyer
- Red Chairs (Grandmomma & Grandy)
- Giant Ladder
- EZGo Blower/Batteries
- Grandy Crystal and Awards
- Tennis Racquet
- Television in office
- Large Plant in dining room
- Husband’s watches
- Husband’s shoes
- Husband’s clothes
- Christmas Nutcrackers
- Split Christmas Ornaments family kids
- Split Christmas Lights
- Split Christmas Decor

The parties shall cooperate to select dates and times within thirty (30) days from date of entry of final judgment in this matter to collect these items and the company equipment located in the garage.

Except as otherwise stated herein, Wife shall retain all remaining items located within the marital residence.

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**MARITAL SETTLEMENT AGREEMENT**

*Kathryn Morgan v. Brooks Morgan; Superior Court of Gwinnett County; CAFN: 22-A-09862-3*