

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

ANTHONY K. VALEIKA,  
Petitioner,

CIVIL ACTION FILE NUMBER  
21101302-56

v.

PATRICIA S. VALEIKA,  
Respondent,

**SETTLEMENT AGREEMENT**

This Settlement Agreement, made and entered into between Petitioner, ANTHONY VALEIKA, hereinafter referred to as “Husband” and/or “Father,” and Respondent, PATRICIA S. VALEIKA, hereinafter referred to as “Wife” and/or “Mother”:

**WITNESSETH**

**WHEREAS**, Husband and Wife were lawfully married on March 17, 2011; and,

**WHEREAS**, the parties have been living in a bona fide state of separation since on or about January 1, 2021; and,

**WHEREAS**, there are two (2) minor children born as issue of this marriage, to wit: C. Valeika, a female born in 2013; and A. Valeika, a female born in 2016 (hereinafter sometimes collectively referred to as the “Children”). They have no other issue, living or deceased, and have no adopted children. No other children are expected from this marriage.; and,

**WHEREAS**, irreconcilable 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,

**WHEREAS**, Husband and Wife desire to settle all matters, questions, and controversies as to custody of the Children, alimony, support and maintenance of the Children, division of property, division of debt, attorney's fees, and any and all claims and rights of any nature whatsoever each may have against the other; 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 the parties;

PV

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

1.

**FREEDOM FROM INTERFERENCE**

Husband and Wife shall live separate and apart, and each shall be free from the interference, intimidation, harassment, molestation, authority, and control, either direct or indirect, of the other, except as may expressly be provided for in this Agreement. Without regard to the other provisions hereof, each may reside at such a place as he or she may select, and each may, for his or her own separate use and benefit, engage in any employment, business, or profession which he or she may deem advisable free from interference by the other. Wife shall be restored to her maiden name.

2.

**CUSTODY AND PARENTING TIME**

The parties have entered into a comprehensive Parenting Plan, which is incorporated herein by express reference. Such Parenting Plan shall govern child custody, visitation, and parenting time related to the parties' Children. A true and correct copy of the Parenting Plan is attached hereto as **Exhibit "A."** The parties agree to submit said Parenting Plan to the Court and request that it be approved and incorporated into the *Final Judgment and Decree of Divorce*.

3.

**CHILD SUPPORT**

In determining child support, the parties have agreed to the terms of a Child Support Addendum, which will be entered separately by the Court. **See attached Exhibit "B."** The provisions are in conformity with O.C.G.A. § 19-6-15 (Georgia Child Support Guidelines). This rate of child support is based upon the child support worksheets, filed contemporaneously with this Settlement Agreement. The child support calculation is based upon Husband's gross monthly income of approximately \$9,345.14 and Wife's gross monthly income of approximately \$3,339.58.

A. Child Support.

Beginning on March 1, 2023, , and continuing on the first day of each month thereafter until child support ends for both Children, or until further Order of the Court, Husband shall pay child support to Wife in the amount of \$940.00 Dollars per month.

\_\_\_\_\_  
Husband

Anthony k. Valeika v. Patricia S. Valeika  
Superior Court of Cobb County  
Civil Action File No. 21-1-01302-56  
*Settlement Agreement*  
Page 2 of 18

PV  
Wife

Child support shall continue until both Children attain the age of eighteen (18), marry, enter the Armed Forces, die, or become otherwise emancipated, whichever event first occurs. However, if the Children reach the age of eighteen (18) before graduation from high school, child support shall continue to be paid until each Child's high school graduation but in no event beyond each Child reaching twenty (20) years of age. The parties understand and agree that this child support amount will need to be modified upon C. Valeika's eighteenth (18<sup>th</sup>) birthday or graduation from high school, whichever event shall occur last.

B. Children's Health Insurance.

For so long as child support is owed and as additional child support, Husband shall be solely responsible, and will timely pay, the premiums associated with maintaining medical, dental, and vision insurance for the Children on his current, or comparable, policy. Husband shall timely provide to Wife insurance cards and other proof of insurance coverage for the Children, as well as any documentation evidencing any changes to the Children's insurance coverage. Each party shall perform all actions and cooperate with each other in timely submitting all insurance claim forms.

C. Children's Uninsured Health Care Expenses.

The parties agree to and shall utilize in-network providers, except in the event of an emergency and/or unless the parties have previously agreed to use an out-of-network provider (in writing), or except in the event of orthodontia and/or mental health therapy and/or treatment, wherein they use best efforts to identify an in-network provider. The parties further acknowledge and agree that medical procedures shall specifically exclude "elective" medical procedures.

For so long as child support is owed and as additional child support, Husband and Wife shall be responsible, and will timely pay, One Hundred Percent (100%) (Husband paying 75% and Mother paying 25%) of all reasonable and necessary healthcare expenses which are not covered by Husband's insurance policy. For purposes of this subparagraph, the term "healthcare expenses" shall include, but not be limited to, the expenses associated with a Child's medical treatment, hospitalization, dental care, mental health care, therapy, counseling, psychiatric treatment, psychological treatment, eye exams, glasses, contact lenses, ophthalmologic expenses, and all other healthcare expenses, speech or occupational therapy, clinic or hospital, dental, orthodontic (including braces), and optical charges (collectively referred to as "medical" expenses) incurred for the benefit of the Children which are not covered by insurance, including deductibles, co-payments and prescriptions.

\_\_\_\_\_  
Husband

PV  
Wife

The party who incurs the additional expense for the minor child(ren) shall provide verification of the amount to the other party within every quarter of the year with deadlines being January 15th, April 15th, July 15th, and October 15th for the prior three (3) months, or so, of expenses. At that time, the other party shall, within fifteen (15) calendar days (not “business” days) of receipt, reimburse the incurring party the appropriate percentage (75% for Husband; 25% for Wife) of the expense. If the fifteenth (15<sup>th</sup>) day falls on a Sunday, the reimbursing party shall have until the immediately following Monday to reimburse the incurring party.

In the event that timely proof is provided, failure of either party to timely pay his or her share shall result in the offending party being solely (100%) responsible for the expense.

D. Work-related Child Care.

Each party agrees to be 100% responsible for any/all work-related childcare that may be necessary **during that parent’s custody/visitation time.** This includes the cost of any after school programs (“ASP”), nanny’s, babysitters, Summer Camps, and other similar services.

E. Extracurricular Activities and Summer Camps.

For so long as child support is owed and as additional child support, the parties shall be responsible, and will timely pay, One Hundred Percent (100%) (each party being responsible for 50%) of all of each Child’s extracurricular expenses, including but not limited to travel, uniforms, registration fees, coaching fees, club fees, equipment and all other associated fees. Neither party will schedule extracurricular activities wherein the Minor Child’s participation occurs only on the opposing parent’s parenting time. Both parties shall use best efforts to ensure that the Minor Children are transported timely to and from any activity during their parenting time.

The party who incurs the additional expense for the minor child(ren) shall provide verification of the amount to the other party within every quarter of the year, with deadlines being January 15th, April 15th, July 15th, October 15th for the prior three (3) months, approximately, of expenses. At that time, the other party shall, within fifteen (15) calendar days of receipt, reimburse the incurring party the appropriate percentage (50% for Husband; 50% for Wife) of the expense. In the event that timely proof is provided, failure of either party to timely pay his or her share shall result in the offending party being solely (100%) responsible for the expense.

i. **Extracurricular Activity**

Unless otherwise agreed upon in writing by the parties, neither party will schedule

\_\_\_\_\_  
Husband

Anthony k. Valeika v. Patricia S. Valeika  
Superior Court of Cobb County  
Civil Action File No. 21-1-01302-56  
*Settlement Agreement*  
Page 4 of 18

PV  
Wife

extracurricular activities wherein the Minor Child's participation occurs only on the opposing parent's parenting time. Both parties shall use best efforts to ensure that the Minor Children are transported timely to and from any activity during their parenting time.

The parties shall equally divide (50/50) the costs incurred for all extracurricular activities in which the minor children participate. Unless otherwise agreed upon by both parties in writing, the incurring party shall not require the reimbursing party to reimburse his/her 50% obligation above the agreed upon "cap" of \$500 per child per year. By way of example, if Father enrolls the minor children in multiple extracurricular activities during a calendar year, and the total cost of enrollment in those activities exceeds \$2,000.00, Mother will only be obligated to reimburse Father up to \$1,000.00 (or \$500.00 per parent, per child, per year). These costs include but are not limited to: Fees, Registrations, Uniforms, Equipment, Participation and Travel Expenses.

**ii. Summer Camps**

The parties will make a good faith effort to communicate and make joint decisions in the best interest of the minor children with regard to the choice(s) of summer camp(s), while taking into account the wishes and desires of their minor children. However, in the event that the parties cannot agree, then Mother shall have the right to choose all summer camps in the month of June every year and Father shall have the right to choose all summer camps in the month of July every year. Moreover, the parties shall each be individually responsible for the summer camps and all costs associated therewith in their respective months (i.e., Mother shall pay for all June summer camps should she so choose to enroll the children, and Father shall pay for all July summer camps should he so choose to enroll the children.) Additionally, both parties shall make good faith efforts to ensure that if the minor children are enrolled in a summer camp, that the minor child(ren) are timely brought to such camp and are not intentionally withheld from participation.

**4.**

**ALIMONY**

Husband and Wife hereby waive and forever relinquish any claims and rights each has or may have to alimony, maintenance and support of any nature from the other or his or her estate, whether in the form of periodic payments, lump sum payments or awards of property from his or her separate estate or otherwise, pursuant to and specifically relying on Varn v. Varn, 242 Ga. 309 (1978). The parties hereby waive their respective statutory rights to future modification of alimony, up or down,

\_\_\_\_\_  
Husband

Anthony k. Valeika v. Patricia S. Valeika  
Superior Court of Cobb County  
Civil Action File No. 21-1-01302-56  
*Settlement Agreement*  
Page 5 of 18

  
\_\_\_\_\_  
Wife

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., and similar laws of this State and any other jurisdiction. Each party in signing this Agreement intends a knowing and express waiver of his or her statutory rights of modification of alimony, and specifically relies upon the case of Varn v. Varn, 242 Ga. 309 (1978).

5.

**PARTIES' HEALTHCARE COSTS**

Husband shall timely pay and maintain the parties' health insurance currently in effect until the entry of the Final Judgment and Decree of Divorce in this matter. Thereafter, each party shall be responsible for his or her own health insurance premiums.

6.

**EQUITABLE DIVISION OF PROPERTY**

A. Marital Residence

The parties own real property located at 3680 LaVilla Drive, Powder Springs, Georgia 30127, ("Marital Residence").

No later than March 1, 2023, Wife shall execute a Quitclaim Deed releasing any and all interest she may have in the marital residence to Husband. It shall be Husband's responsibility to prepare said deed and present it to Wife, and it shall also be Husband's responsibility to file said deed.

Regarding the equitable division of the marital residence, the parties agree to divide the net equity as follows:

- (a) Husband shall make every effort to refinance, obtain a Home Equity Line of Credit ("HELOC"), or similar on the Marital Residence within sixty (60) days of a Final Judgment and Decree of Divorce in this case or as soon as possible thereafter without delay. Within three (3) days of receipt of the funds, Husband shall pay to Wife the lump sum of Forty-Eight Thousand Seven Hundred Seventy-Four Dollars and Fifty-Four Cents (\$48,774.54) as her equitable division of property from the equity in the Marital Residence. This number is determined by using the Fair Market Value of approximately \$254,000.00 less the outstanding mortgage amount of approximately

\_\_\_\_\_  
Husband

Anthony k. Valeika v. Patricia S. Valeika  
Superior Court of Cobb County  
Civil Action File No. 21-1-01302-56  
*Settlement Agreement*  
Page 6 of 18

PV  
Wife

\$156,450.93 leaving a net equity of approximately \$97,549.07 of which fifty percent is \$48,774.54.

- (b) Said payment shall be made payable to Wife's Counsel, to-wit: Abbott & Abbott, P.C., located at 242 Lawrence Street NE, Marietta, Georgia 30060.

Within thirty (30) days following the receipt of the funds as discussed immediately above from the net equity, and continuing thereafter, Wife shall vacate the Marital Residence. At such time, Husband shall have exclusive use, possession, and control of the marital residence and shall be solely (100%) responsible for the payment of the mortgage, taxes, insurance, utilities, residential telephone, water, sanitation, gas, electric, maintenance, repairs, and any and all other expenses associated with the Marital Residence. As of the date of the Final Judgment and Decree of Divorce in this case, Husband agrees to indemnify and hold Wife harmless with regard to any and all expenses associated with the marital residence. Both parties shall each take any and all necessary measures, including the signing of any forms or documents, to transfer all utilities into Husband's name within fourteen (14) days of the entry of the Final Judgment and Decree of Divorce in this case.

While the parties are residing in the Marital Residence, each party shall respect the other party's right to privacy and personal belongings, and neither shall harass, intimidate, bully, place under surveillance, eavesdrop or otherwise interfere with the other party's business or social life. Neither party shall be permitted to remove or otherwise disturb the other party's personal property or belongings in the Marital Residence.

Neither party shall cause the marital residence to be encumbered by any mortgage indebtedness other than the existing mortgage or otherwise cause the existing mortgage to increase.

B. Automobiles.

Each party shall have sole ownership, use, right, and title of the vehicles in his or her respective possession. Specifically, Wife shall retain her Kia Soul and Husband shall retain his Kia Soul. Each party shall be solely responsible for any and all costs related to said vehicle(s) including, but not limited to all payments, insurance, maintenance, repairs, tags, and insurance.

C. Retirement Accounts.

As equitable division of marital property, Wife shall be awarded half (50%) of the value of Husband's ADP and Vanguard accounts as of the date of the entry of a *Final Judgment and Decree of Divorce* in this matter. Husband affirms that no loans have been taken out against these retirement

\_\_\_\_\_  
Husband

PV  
Wife

accounts since the date of separation of the parties. Said funds shall be transferred via Qualified Domestic Relations Order (“QDRO”) prepared by Husband’s counsel from Husband’s Vanguard Retirement account. Husband and Wife shall be equally (50/50) responsible for any and all costs associated with the preparation and facilitation of the QDRO and transfer as referenced herein. However, the parties specifically agree and acknowledge that Wife’s 50% portion shall not exceed Four Hundred Dollars and Zero Cents (\$400.00).

D. The Parties’ Personal Banking Accounts.

All *joint* checking or savings account(s) shall be closed within fourteen (14) days of the entry of the *Final Judgment and Decree of Divorce* in this matter, with the balance being equally (50/50) divided between the parties.

The parties shall retain free and clear of any further claim or interest from the other party or their estate any and all sums in any bank checking and/or savings account(s) that are owned and maintained in his or her individual name.

E. Personal Property.

The parties shall equitably divide the personal property, furniture, and furnishings within the marital residence as follows: By February 15, 2023, Wife shall submit in writing a list of property that she would like from the Marital Residence and Husband shall respond to same by February 20, 2023. If any of the personal property items, furniture, or furnishings are in dispute, the disputed items will be submitted to binding arbitration on or before March 15, 2023, with third-party arbitrator, Linda Gettle, Esq., with the parties equally (50/50) dividing the costs of arbitration.

F. Hamster. Wife shall retain ownership of the hamster and be 100% responsible for the food, healthcare, etc. associated with the hamster.

G. Other Property.

Except as otherwise provided in this Agreement, Husband shall have all rights to and ownership of all bank accounts, retirement accounts, pension plans, brokerage accounts, bonds, investments, stocks, stock options, performance units, currency, businesses, real property, life insurance, personal property, jewelry, personal effects, intellectual property, frequent flyer miles, reward points, rebates, credit card points, tools, and all other property of any kind, presently titled in his name or in his possession, free and clear of any claim of Wife.

\_\_\_\_\_  
Husband

PV  
Wife



Except as otherwise provided in this Agreement, Wife shall have all rights to and ownership of all bank accounts, retirement accounts, pension plans, brokerage accounts, bonds, investments, stocks, stock options, performance units, currency, businesses, real property, life insurance, personal property, jewelry, personal effects, intellectual property, frequent flyer miles, reward points, rebates, credit card points, tools, and all other property of any kind, presently titled in her name or in her possession, free and clear of any claim of Husband.

7.

**ASSUMPTION OF ENCUMBRANCES**

Each party assumes the encumbrances, liens, and other liabilities on all of the property transferred to such party pursuant to this Agreement. Each party agrees to indemnify and hold harmless the other party from any claim or liability that the other party may suffer or may be required to pay because of such encumbrances, liens, or other liabilities.

8.

**PROPERTY INSURANCE**

All insurance on property transferred hereunder is hereby assigned to the party receiving such property, and payment of the insurance premiums on such insurance commencing from the first day of the first month following the date of the execution of this Agreement, shall be the sole responsibility of the party to whom the insurance is assigned.

9.

**ALLOCATION OF DEBTS**

As there are no jointly held credit card debts, each party shall be solely (100%) responsible and pay for any and all credit card debts held solely in his or her individual name and shall hold the other party harmless thereon.

As there are no joint debts, each party shall be solely (100%) responsible and pay for any and all debts held solely in his or her individual name and shall hold the other party harmless thereon.

Neither party shall increase any held debts or make charges on the other party's account(s) or on any later realized joint accounts. To the extent that one party makes any charges on the such account or debt, he or she shall entirely (100%) reimburse the other party for said charges within fourteen (14) days of discovery of the charge.

\_\_\_\_\_  
Husband

Anthony k. Valeika v. Patricia S. Valeika  
Superior Court of Cobb County  
Civil Action File No. 21-1-01302-56  
*Settlement Agreement*  
Page 9 of 18

PV

Wife

10.

**LIFE INSURANCE**

The parties shall each be entitled to obtain and/or maintain life insurance policies on their own lives for the benefit of the minor children and/or with naming the minor children as the beneficiaries and with listing the other party as the trustee for the benefit of the minor children; however, neither party shall carry life insurance on the life of the other party.

11.

**LEGAL REPRESENTATION**

Both parties enter into this Agreement freely and voluntarily and under no compulsion or duress. Both parties acknowledge that they have read this entire Agreement and that they assent to all the terms hereof.

Both parties acknowledge and understand that Husband is represented by Leah Zammit, Esq. of HOBSON & HOBSON, P.C., of Marietta, Georgia. Husband's attorneys did not in any manner advise or represent the interests of Wife in this matter, and Husband's attorneys did not provide any legal advice to Wife.

Both parties acknowledge and understand that Wife is represented by Heather Logan, Esq. of ABBOTT, ABBOTT & LOGAN, P.C. of Marietta, Georgia. Wife's attorneys did not in any manner advise or represent the interests of Husband in this matter, and Wife's attorneys did not provide any legal advice to Husband.

12.

**TAX ADVICE**

Each party is aware of the possibility of tax consequences associated with this Settlement Agreement. The parties acknowledge and understand that tax advice is not offered by counsel for either party, or their respective law firms, and that parties have been advised, prior to the execution of this Agreement, to seek from a Certified Public Accountant, (C.P.A.) or other tax consultant all such advice regarding taxes and the tax impact of this Settlement Agreement, as may be appropriate. The parties further understand that any such documents, reports or elections to be filed, pursuant to such advice, must be filed by either party, or by a C.P.A. or other tax consultant, engaged by either party.

\_\_\_\_\_  
Husband

Anthony k. Valeika v. Patricia S. Valeika  
Superior Court of Cobb County  
Civil Action File No. 21-1-01302-56  
*Settlement Agreement*  
Page 10 of 18

PV  
Wife

13.

**JOINT INCOME TAX RETURNS**

The parties will file joint income tax returns for the tax year 2022. If money is owed, any refund received will first be applied to any outstanding liability. If the refund does not exceed the liability owed, Husband and Wife shall each be 50% responsible and timely pay the amount owed. If a refund is received, and no additional taxes are owed, the parties shall divide the refund equally (50/50).

If any tax amounts are owed or refunds received for previous years, the parties will be responsible on a pro-rata basis for their respective percentages and will share equally (50/50) any refunds that are issued as a result of any prior joint filing.

The parties shall file separate tax returns for the tax year 2023 and beyond.

14.

**CHILD CREDITS**

Beginning in the 2023 tax year, and continuing all tax years thereafter, Husband shall be entitled to claim C. Valeika as a dependent and receive all other tax benefits or credits related to C. Valeika with Wife being able to claim A. Valeika as a dependent and receive all other tax benefits or credits related to A. Valeika. This provision is intended to serve as a written declaration which either party may attach to his/her future tax returns evidencing his/her entitlement to the exemptions and credits for the Children. However, if necessary, the parties shall promptly sign any further written declarations (as to tax exemptions and credits for the Children) presented by the claiming party or his/her accountant.

15.

**TAX INDEMNIFICATION**

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.

In the event the Federal or State Government assesses any additional income tax, penalties, or

\_\_\_\_\_  
Husband

Anthony k. Valeika v. Patricia S. Valeika  
Superior Court of Cobb County  
Civil Action File No. 21-1-01302-56  
*Settlement Agreement*  
Page 11 of 18

PV  
Wife

interest as a result of a mathematical error on any tax returns filed jointly by the parties, the parties shall divide pro-rata based on each party's respective income on the tax return the taxes, penalties, and/or interest that result therefrom and each shall indemnify, defend, and hold harmless the other with respect thereon accordingly. In the event any refunds are due or become due to the parties in relation to any jointly-filed tax return, the same shall be equally divided (50/50) between the parties.

16.

**ATTORNEYS' FEES**

Each party shall be solely responsible and timely pay their own respective attorneys' fees and costs of litigation associated with this action.

17.

**MODIFICATION**

Any modification or waiver of this Agreement or any provision thereof shall not be affected for any purpose unless the same is made in writing and executed with the same formality as this Agreement. The failure of either Husband or Wife to insist upon strict performance of any provision of this Agreement shall not be construed to be a waiver of any subsequent default or performance of the same or similar nature.

18.

**RELEASE**

Except for the rights and claims for which this Agreement provides, each party releases and forever discharges the other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and equity, which each of them ever had, now has, or may hereafter have against the other upon or by reason of any matter, cause, or thing up to the date of the execution of this Agreement. Except as provided in this Agreement, each party hereby waives and releases any and all marital rights and claims, including alimony, division of property, dower, curtesy, year's support, and any 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, by reason of the marriage of the parties. Except as provided in this Agreement, each party hereby releases and relinquishes any and all rights he or she may have under the present or future laws of any jurisdiction to share in the estate of the other party or to be appointed as executor or administrator of the other party's estate.

\_\_\_\_\_  
Husband

Anthony k. Valeika v. Patricia S. Valeika  
Superior Court of Cobb County  
Civil Action File No. 21-1-01302-56  
*Settlement Agreement*  
Page 12 of 18

PV  
Wife

19.

**FULL DISCLOSURE**

Husband and Wife represent that they have fully disclosed to one another, during the course of the negotiations, any and all marital assets and liabilities owned or owed at the time of execution of this Agreement. Each spouse is entitled and expected to rely on these warranties and representations as a basis for agreeing to the terms of this Agreement. Both parties agree that all questions regarding income, assets, and liabilities owned or owed by either party have been asked and answered to each party's satisfaction.

20.

**FULL SETTLEMENT**

Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that this Agreement is not executed by either party as a result of any duress or undue influence. Husband and Wife intend and accept the provisions of this Agreement to be a full, final, and complete settlement of any and all rights either may have from or to the other arising out of or in any way incidental to their marriage to each other.

21.

**SOLE AGREEMENT**

This Agreement is the only agreement between the parties and supersedes any and all verbal understandings or other agreements previously entered into between the parties.

22.

**BINDING AGREEMENT**

This Agreement shall be fully binding upon the parties hereto and their respective heirs, legatees, executors, administrators, and assigns.

23.

**GOVERNING LAW**

All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Georgia.

\_\_\_\_\_  
Husband

Anthony k. Valeika v. Patricia S. Valeika  
Superior Court of Cobb County  
Civil Action File No. 21-1-01302-56  
*Settlement Agreement*  
Page 13 of 18

PV  
Wife

24.

**PARTIAL INVALIDITY**

If any provision of this Agreement shall be declared invalid or void by any court, such declaration shall not invalidate the entire Settlement Agreement, and all other provisions of this Agreement shall remain in full force and effect.

25.

**DIVORCE PROCEEDING**

A suit for divorce has been filed in the Superior Court of Cobb County (CAFN: 21-1-01302-56). This Agreement shall be presented to the Court and incorporated by reference into a *Final Judgment and Decree of Divorce* from such Court as soon as possible. Notwithstanding such incorporation, this Agreement shall survive and be enforceable independently of the *Final Judgment and Decree of Divorce*.

26.

**EFFECT OF RECONCILIATION**

In the event that the parties should cohabit, reconcile, or attempt to reconcile subsequent to the execution and delivery of this Agreement, and subsequently separate again, the provisions set forth herein shall remain in full force and effect unless changed or modified in writing and executed with the same formality as this Agreement.

27.

**EXECUTION OF DOCUMENTS**

Both parties hereto shall execute without delay all documents, perform all acts, and do all things necessary to transfer any of the assets, or to effectuate any of the provisions and conditions set forth herein. Upon the failure of either party to properly execute any document as provided in this Agreement, this Agreement shall constitute and operate as such properly executed document. The County Appraiser, Assessor or Auditor, County Recorder and any and all other public and private officials are authorized and directed to accept this Agreement, or a property certified copy thereof, in lieu of the document regularly required for the conveyance or transfer.

28.

**JUDGMENT FOR SPECIFIC ACTS**

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

\_\_\_\_\_  
Husband

Anthony k. Valeika v. Patricia S. Valeika  
Superior Court of Cobb County  
Civil Action File No. 21-1-01302-56  
*Settlement Agreement*  
Page 14 of 18

    PV      
Wife

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, including, but not limited to, imposing expenses of litigation, including reasonable attorney's fees, and other costs, as well as adjudging the offending party in contempt.

29.

### HEADINGS

The headings (both those in capital letters and those which are underlined) above and preceding the various provisions of this *Settlement Agreement* have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement or in ascertaining the intention of the parties. The plural shall be substituted for the singular, the female for the masculine, and the neuter for either, or vice versa, in any place or places herein in which the context may require substitution. It is the express intent of the parties that this *Settlement Agreement* be liberally construed to uphold this *Settlement Agreement* and to effectuate and enforce its provisions.

30.

### COMPUTATION OF TIME

In computing any period of time prescribed or allowed by this *Settlement Agreement*, the day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor a legal holiday.

31.

### MUTUAL WAIVER

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 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

\_\_\_\_\_  
Husband

Anthony k. Valeika v. Patricia S. Valeika  
Superior Court of Cobb County  
Civil Action File No. 21-1-01302-56  
*Settlement Agreement*  
Page 15 of 18

PV  
Wife

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. Any Will in effect at this time, duly executed by either party, shall become null and void upon the issuance of a *Final Judgment and Decree of Divorce*, if granted by the Superior Court in which said action is presently pending. However, any Will that was updated or established following the separation of the parties shall not become null and void upon the issuance of the Final Judgment and Decree of Divorce. This in no way shall limit the claim of either party for Social Security benefits as a former spouse as he or she may be otherwise entitled under federal law, or actions for contempt, enforcement or modification relating to this Settlement Agreement.

32.

**MUTUAL RELEASE**

Each party to this *Settlement Agreement*, except as to the obligations set forth herein, does mutually remise, release and forever discharge the other from any and all actions, suits, debts, claims, demands and obligations whatsoever which each of them ever had or has, or may hereafter have against the other by reason of any matter up to the date of this Agreement, except as to obligations set out in this *Settlement Agreement*.

Except for the rights and claims contained in this Agreement, each party releases from all claims and demands, rights and causes of action of any kind the undersigned now has or hereafter may have against the other upon or by reason of any matter, cause or thing up to the date of the execution of this Agreement. Moreover, this release of claim shall apply specifically to any claim by either party for slander, libel, defamation or any other cause of action which would result in a lawsuit for equitable relief against the other from any date prior to, and including the date of, the final judgment and decree of divorce. Both parties shall INDEMNIFY and hold harmless the other party from and against all claims and demands whatsoever on account of or in any way growing out of said occurrence or its results both to person and property. This release expresses a full and complete SETTLEMENT of liability claimed and denied, regardless of the adequacy of the above consideration, and the acceptance of this release shall not operate as an admission of liability on the part of anyone nor as an estoppel, waiver or bar with respect to any claim the party or parties released may have against the undersigned claimant (s).

\_\_\_\_\_  
Husband

Anthony k. Valeika v. Patricia S. Valeika  
Superior Court of Cobb County  
Civil Action File No. 21-1-01302-56  
*Settlement Agreement*  
Page 16 of 18

PV  
Wife



33.

**BINDING EFFECT**

In the event of the death of either party prior to the time at which all of the obligations imposed upon him or her are satisfied, the within *Settlement Agreement* becomes equally binding on his or her executor, administrator, or representative of the estate and to the same extent and for the same purposes. Said executor, administrator or representative of the estate shall fulfill all the obligations of this contract and agreement until complete termination thereof prior to the distribution of any part of the estate to any other parties. This *Settlement Agreement* shall be binding on the heirs and assigns of the parties hereto. Further, in the event of default of either of the parties, any remaining obligations at the time of said default or death as prescribed under this *Settlement Agreement* may be reduced to judgment lien upon the property of the estate existing at that time, at the sole option of the party or his or her executor, administrator or representative.

34.

**EFFECTIVE DATE**

This *Settlement Agreement* shall become fully effective and binding on the date that the last party affixes his/her signature, which shall become the date of execution of this *Settlement Agreement*.

***\*Parties Signatures on the Page to Follow\****

\_\_\_\_\_  
Husband

Anthony k. Valeika v. Patricia S. Valeika  
Superior Court of Cobb County  
Civil Action File No. 21-1-01302-56  
*Settlement Agreement*  
Page 17 of 18

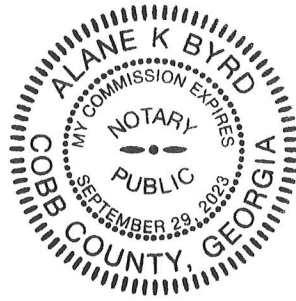
    PV      
Wife

IN WITNESS WHEREOF, the parties have hereunto affixed their respective hands and seals,  
this 8<sup>th</sup> day of February, 2023.

Patricia Szel Valeika  
PATRICIA S. VALEIKA ("Wife")

Sworn to and subscribed before me  
this 8<sup>th</sup> day of February, 2023.

Alane Byrd  
Notary Public



\_\_\_\_\_  
ANTHONY K. VALEIKA ("Husband")

Sworn to and subscribed before me  
this \_\_\_ day of February, 2023.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Husband

PV  
Wife