

APR 21, 2024 11:50 AM

  
Joy Turner, Clerk  
Camden County, Georgia

IN THE SUPERIOR COURT OF CAMDEN COUNTY  
STATE OF GEORGIA

KATIE H. METZ,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO. SUCV2020000632
	)	
MATTHEW D. METZ,	)	
	)	
Defendant.	)	

SETTLEMENT AGREEMENT

This agreement, made and entered into on this the 19<sup>th</sup> day of April, 2024, between KATIE H. METZ (hereinafter "Plaintiff," "Mother" or "Wife") and MATTHEW D. METZ (hereinafter "Defendant", "Father" or "Husband"),

WHEREAS, the parties are husband and wife having been married on October 10, 2003;

WHEREAS, the parties have been living in a bona fide state of separation and have been separated since June 1, 2020;

WHEREAS, there are two (2) children born of the marriage Justin Matthew Metz, a male child born in 2007, and Isabelle Victoria Metz, a female child born in 2010(collectively referred to herein as the "children");

WHEREAS, the Plaintiff has filed a complaint for divorce in the Superior Court of Camden County, Georgia;

WHEREAS, both parties desire by this Agreement to voluntarily settle all matters at issue between them including, but not limited to: divorce, child custody, visitation, child support, attorney's fees, year's support, either statutory or at common law and all other claims each may

  
KHM

METZ VS. METZ SUCV2020000632  
CAMDEN COUNTY SUPERIOR COURT  
SETTLEMENT AGREEMENT

  
MDM

have against the other arising from this complaint for divorce, and visitation. By the execution of the Agreement, both parties consent and request the Court to incorporate this instrument and make it a part of the Consent Final Decree;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do mutually agree as follows:

**Applicable Law**

1.

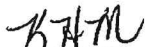
The parties stipulate and agree that this Agreement shall be governed by the laws of the State of Georgia.

**Child Custody and Visitation**

2.

The parties agree and stipulate that they shall share joint legal custody, and the Mother shall have primary physical custody, of the parties' minor children. The Mother shall have tie-breaker authority, subject to her duty to confer and consult with the Father. The Father shall have parenting time with the minor children at a minimum of one weekend per month, from Friday when the children are released from school, or 4:00 p.m., if school is not in session, until Sunday at 6:00 p.m. However, if the Father elects to exercise his parenting time in South Carolina, then his weekend parenting time shall begin on Friday when the children are released from school, or 4:00 p.m. if school is not in session, until Monday when the children return to school or 9:00 a.m. if school is not in session.

The parties shall alternate holiday parenting time with the minor children on major holidays. The Father shall have two weeks of summer parenting time, with deference accorded to

  
KHM

METZ VS. METZ SUCV2020000632  
CAMDEN COUNTY SUPERIOR COURT  
SETTLEMENT AGREEMENT

  
MDM

the children's work and extracurricular commitments. The meeting place for exchanging custody of the children shall be the Mother's residence, school, or as otherwise agreed between the parties.


The visitation schedule is set out in the final Parenting Plan, which is attached hereto, incorporated for reference and submitted for approval by the Court. The parties agree that the terms and conditions of the Parenting Plan shall be applicable herein and binding upon them except as modified by mutual agreement of the parties. Where the parties cannot agree, the written Parenting Plan shall prevail.

### **Child Support**

#### **3.**

Beginning on the first day of the first full month after the execution of this Agreement, the Father shall pay child support to the Mother in the amount of \$1,750.00. Said child support may be paid in equal monthly installments on the 1st and 15th day of each month. When child support is owed for only one child, the Father's total monthly child support obligation shall be reduced to \$1,173.00. This includes a -\$350.00 visitation-related travel deviation received by the Father. For any month in which the Father fails to exercise visitation, the Father shall reimburse the Mother in the amount of the deviation when the following month's child support payment is due.

The Father shall maintain health, dental, and vision insurance for the minor children for the duration of his support obligation, which shall continue until such time as each child attains the age of 18 or graduates from high school, whichever occurs last (provided that the Father's obligation to pay child support shall discontinue after a child turns 20, regardless of whether the child has graduated from high school). Father shall provide a copy of health insurance cards upon

  
KHM

METZ VS. METZ SUCV202000632  
CAMDEN COUNTY SUPERIOR COURT  
SETTLEMENT AGREEMENT

  
MDM

receipt of the same. The parties shall each be responsible for 50% of any uncovered medical expenses incurred on behalf of the children.

**Alimony**

4.

Beginning January 1, 2024, the Father shall pay alimony to the Mother in the amount of \$1,100.00 per month for 2 ½ years. The Father's alimony shall decrease to \$1,000.00 per month for another 2 ½ years. The Father shall pay the Mother alimony for a total of 5 years, or until such time as she dies, remarries, or cohabitates with another in a meretricious relationship.

**Life Insurance**

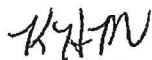
5.

The Father shall maintain a life insurance policy listing Wife as the beneficiary with a death benefit in an amount equal to his outstanding alimony and child support obligations. Father shall provide proof to the Mother of his life insurance policy once a year, as requested by the Mother.

**Medical Insurance**

6.

Upon the signing of the Final Judgment and Decree, the Mother shall obtain her own medical insurance policy and be entirely (100%) responsible for all costs and expenses associated with the same. The Father will provide the Mother with information regarding the COBRA benefits available to her, if applicable.

  
KHM

METZ VS. METZ SUCV202000632  
CAMDEN COUNTY SUPERIOR COURT  
SETTLEMENT AGREEMENT

  
MDM



**Retirement/Investment/Stock**

7.

The Mother shall receive 37% of the Father's TSP, as of the date of the execution of this Agreement. The Father shall retain 100% of his INPO 401k.

**Navy Pension**

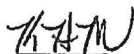
8.

The Mother shall receive 37% of the Father's disposable retirement pay from his naval pension minus the SBP payment (currently \$1,873.00) beginning on January 1, 2024. This will cease if the Mother dies or remarries before age 55. Pending direct payments from the Department of Defense, the Father shall make payments directly to the Mother. In the event that the Father's disposable pay decreases for any reason, the Father shall pay monthly alimony to the Mother in an amount equal to the shortfall occasioned by the decrease.

**Benefits Specialist**

9.

The parties agree that the Court will retain jurisdiction to enter a Court Order Acceptable for Processing ("COAP") and/or Qualified Domestic Relations Order ("QDRO") or such other orders as may be required to effectuate the equitable division of the Father's retirement. The parties shall equally (50%/50%) divide the cost of preparation of such orders by a mutually agreed upon qualified professional. If the parties are unable to agree on a qualified professional, the Mother shall designate a qualified professional to effectuate the provisions of paragraphs 7 & 8 herein.

  
KHM

METZ VS. METZ SUCV2020000632  
CAMDEN COUNTY SUPERIOR COURT  
SETTLEMENT AGREEMENT

  
MDM

**Bank Accounts**

10.

The Father will retain any and all bank accounts titled solely in his name and the Mother shall retain any and all accounts titled solely in her name. Further, the Mother shall retain all joint accounts titled in both parties' names and all funds therein.

**Debts and Liabilities**

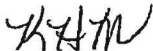
11.

The Father shall retain any and all debts and liabilities in his sole name. The Mother shall retain any and all debts and liabilities in her sole name. Except for the Mother's vehicle loan, which is otherwise accounted for, there are no jointly titled debts. Neither party will open any new credit cards in the name of the other party, and the parties shall cooperate to remove the Mother's name from the Chase credit card ending in -3548. Each party shall hold the other party harmless and indemnify him or her for any debt titled in either party's name individually.

**Automobiles**

12.

The Father will retain the vehicle he is currently driving, the 2022 Jeep Cherokee. He will be solely responsible for any and all expenses associated with his vehicle. The Father shall indemnify and hold the Mother harmless from any and all costs, fees, debts, and liabilities associated with his vehicle. The Mother will retain the vehicle she is currently driving, the 2018 Toyota Tacoma. She will be solely responsible for any and all expenses associated with her vehicle. The Mother shall indemnify and hold the Father harmless from any and all costs, fees, debts, and liabilities associated with her vehicle. The Mother will refinance the loan and all

  
KHM

METZ VS. METZ SUCV2020000632  
CAMDEN COUNTY SUPERIOR COURT  
SETTLEMENT AGREEMENT

  
MDM

expenses associated with her vehicle within sixty (60) days of the execution of this Agreement. The Mother shall procure her own insurance immediately upon the refinancing of her vehicle loan.

**Taxes**

**13.**

The parties shall file a married filing separately income tax return for 2023, and they shall file separate federal and state tax returns for 2024 and each year thereafter. The parties shall exchange the previous years' complete tax return, including all schedules filed with such return and any IRS forms W-2, 1099 or K-1 filed with such return on or before June 1 of each year until such time as all of the children are emancipated.

**Separate Property**

**14.**

The Father shall receive any and all interest in his post separation property located at 532 Lemon Street, N.E., Marietta, Georgia. The Mother waives any and all interest she may have to said property and the Father shall be solely responsible for any debt and responsibility relating to said property.

**Waiver of Presence**

**15.**

It is agreed and understood between the parties that either party may take the consent decree down at the earliest possible time pursuant to Uniform Superior Court Rule 24.6 and that the other party waives their presence at said hearing.

  
KHM

METZ VS. METZ SUCV2020000632  
CAMDEN COUNTY SUPERIOR COURT  
SETTLEMENT AGREEMENT

  
MDM

## Entire Agreement

16.

This Agreement constitutes the entire understanding of the Parties, and there are no agreements, representations, or warranties between the parties with respect to the subject matter hereof other than those expressly set forth herein. This Agreement supersedes any prior agreement between the Parties. This Agreement shall be binding upon the parties hereto and their representatives and heirs.

## Severability

17.

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

*{The remainder of this page is intentionally left blank. Signatures to follow on next page.}*

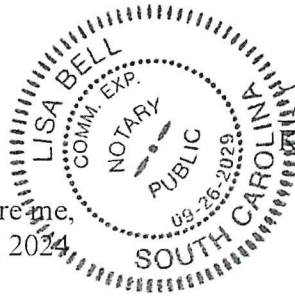
  
KHM

METZ VS. METZ SUCV2020000632  
CAMDEN COUNTY SUPERIOR COURT  
SETTLEMENT AGREEMENT

  
MDM



IN WITNESS WHEREOF, the said parties have fully read this Agreement and have been fully advised as to all the facts, circumstances and stipulation set forth herein and have hereunto set their hands and seals, the day and year first above written.



Katie H. Metz  
KATIE H. METZ, Plaintiff

Sworn to and subscribed before me,  
this 17<sup>th</sup> day of April, 2024

[Signature]  
Notary Public (SEAL)  
My Commission Expires: 9/26/2029

[Signature]  
MATHEW D. METZ, Defendant

Sworn to and subscribed before me,  
this 19 day of April, 2024.

[Signature]  
Notary Public (SEAL)  
My Commission Expires: 10/28/2025

Carly Shipp  
NOTARY PUBLIC  
Cherokee County, Georgia  
My Commission Expires 10/28/2025

[Signature]  
KHM

METZ VS. METZ SUCV202000632  
CAMDEN COUNTY SUPERIOR COURT  
SETTLEMENT AGREEMENT

[Signature]  
MDM