

IN THE SUPERIOR COURT OF DEKALB COUNTY  
STATE OF GEORGIA

AMANDA SHILLING,

Plaintiff,

v.

BRADLEY SHILLING,

Defendant.

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CIVIL ACTION FILE NO.: 21FM 8421

SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into and between AMANDA SHILLING (hereinafter referred to as "Wife") and BRADLEY SHILLING (hereinafter referred to as "Husband").

WHEREAS, Husband and Wife were lawfully married on October 3, 2008; and

WHEREAS, Husband and Wife were separated on or before the date of filing of Petitioner's *Complaint*, and have remained in a bona fide state of separation since that time; and

WHEREAS, there is one (1) child born of the marriage to wit: Hadley Shilling born in 2013, and no further minor children are expected; and,

WHEREAS, in view of their intention to live separate and apart from each other permanently, the parties hereto are desirous of settling all questions of the financial and property rights existing between them, including custody, child support, alimony, the division of real and personal property, and all other claims each may have against the other, and they have agreed upon terms and conditions for the settlement of such matters and for the other matters hereinafter recited in this Agreement, and,

WHEREAS, the parties hereto have been fully, separately and independently apprised and advised of their respective legal rights, remedies, privileges and obligations arising out of the marriage relationship or otherwise; each having sought and received the advice of independent

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legal counsel; and each having, in addition thereto, made independent inquiry and investigation with respect to all of the same; and each having been fully informed of the other's assets, property, holdings, income and prospects; and,

WHEREAS, the Husband has been affording the opportunity to retain, advise and consult with independent counsel and has waived his right to do so, electing to complete the process as *pro se*; and,

WHEREAS, the Wife has engaged Savannah Steele, Esq. and Alyson F. Lembeck, Esq. of the law firm of Kaye, Lembeck, Hitt & French Family Law, LLC located at 5555 Glenridge Connector, Suite 675, Atlanta, GA 30342, as her attorney; and,

WHEREAS, Wife and Husband each acknowledge that they have been informed and they each fully understand that no attorney, nor any principal, partner, associate or employee thereof will file any documents, reports or elections with the Internal Revenue Service or with any other governmental taxing agency for, regarding or on behalf of the parties. Without in any way limiting the generality of the foregoing language, each party specifically understands that tax advice is not offered by either attorney, nor any principal partner, associate or employee thereof and that each party has been advised to seek all such advice regarding taxes and the tax impact of this Settlement Agreement and for such other advice and filings as may be appropriate in the premises from a competent Certified Public Accountant (CPA) or other tax consultant; and each party further understands that such documents, reports or elections to be filed pursuant to such advice must be filed by each party or by the CPA or other tax consultant engaged by the parties; and,

WHEREAS, the parties hereto each warrant and represent to the other that he/she, and both of them, fully understand all the terms, covenants, conditions, provisions and obligations incumbent upon each of them by virtue of this Agreement to be performed or contemplated by

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Wife



Husband



each of them hereunder; and each believes the same to be fair, just, reasonable and to his/her respective individual best interests;

NOW, THEREFORE, in consideration of the mutual promises and benefits to be obtained by each of the parties hereto and other good and valuable consideration, receipt of which is hereby acknowledged, the parties do agree as follows:

1.

**SEPARATE**

The parties shall continue to live separate and apart, free from the control and authority of the other and each may follow and carry on such trade, business, or occupation as one shall or may from time to time choose or deem appropriate.

2.

**WITHOUT INTERFERENCE**

The parties shall not in any manner disturb, bother, harass, intimidate or otherwise interfere with the other, and neither party shall disturb, bother, harass, intimidate or otherwise interfere with family members of the other party.

3.

**RESTRAINT FROM ABUSE**

Each party does hereby agree to refrain from threatening, attempting, doing or causing to be done, any act of injury, maltreatment, vilification, molestation, harassment, annoyance or other abuse toward the other party.

4.

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Wife



Husband



### ALIMONY

Husband shall pay Wife spousal support for a period of forty-five (45) months, as follows. Beginning August 15, 2021 Husband shall pay spousal support in the amount of Four Thousand Dollars (\$4,000.00) per month, which shall be paid by the 15th of each month through the expiration of the forty-five (45) month period. Such sums would expire should either party die, or should Wife re-marry or begin living in a meretricious relationship; or after Husband has made forty-five (45) payments, which is anticipated to be completed no later than June 1, 2025, so long as Husband timely makes all payments herein. Additionally, Husband shall maintain health insurance for Wife during the forty-five (45) month period, and in the event Husband seeks a divorce or otherwise seeks to terminate Wife's health insurance coverage, he shall additionally be responsible for obtaining substitute coverage with the same coverage specifications (regarding the same amount of a deductible and similar coverage to that presently in place) for with a policy premium payment of up to Seven Hundred Dollars (\$700.00) per month until expiration of the forty-five (45) month period; or otherwise subsidizing a new policy obtained by Wife up to the sum of Seven Hundred Dollars (\$700.00) per month until expiration of the forty-five (45) month period.

5.

### CUSTODY

The parties have agreed to a Parenting Plan with language set forth therein that meets the "parenting plan" requirements of O.C.G.A. §19-9-1 filed contemporaneously with this Agreement.

6.

### CHILD SUPPORT AND CHILD SUPPORT ADDENDUM

The parties have agreed to a Child Support Addendum with language set forth therein that

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Husband



meets the requirements of O.C.G.A. §19-6-15 filed contemporaneously with this Agreement.

7.

**PAYMENT OF EXISTING AND FUTURE DEBTS**

- a) **Credit Cards.** Wife shall be solely responsible for all credit card debts in her name and hereby indemnifies Husband and holds him harmless for said debt. Likewise, Husband shall be solely responsible for all credit card debt in his name, and hereby indemnifies Wife and holds her harmless for said debt. Each party shall return to the other any and all credit cards for accounts which are listed in the other's name. All joint credit accounts maintained by the parties shall be immediately canceled, and all credit cards for those joint accounts shall be destroyed. Neither party shall hereafter make any charge on any joint account or in any way place any charge upon the credit of the other. Each party shall, upon request, provide the other with written assurance that such accounts have been canceled, and each party shall timely pay all debts for which he or she is responsible where failure to make timely payment would adversely affect the other's credit.
- b) **Other Debts.** Except as otherwise provided herein this Agreement, Husband shall be solely responsible for any and all debts incurred individually in his name existing at the date of this Agreement. Wife shall be solely responsible for any and all debts incurred individually in her name existing at the date of this Agreement.
- c) **Future Obligations.** Except as otherwise provided herein, both of the parties covenant and represent that they will not contract or incur any liability on behalf of the other in any manner whatsoever for which his/her legal representatives or his/her property or estate is now or may become liable; and both of the parties further covenant at all times to keep the other free, harmless and indemnified of and from any and all debts, charges and liabilities



heretofore and hereafter contracted by either of them not otherwise provided for in this Agreement. The parties further agree to be responsible for and to hold the other harmless from and to meet their respective obligations on any bills incurred by or on behalf of themselves personally subsequent to the date of the execution of this Agreement.

- d) **Existing Debts.** Except as otherwise provided herein, debts incurred prior to or subsequent to the date of the execution of this Agreement shall be the sole obligation and responsibility of the party who incurred said debts, and the obligated party shall fully indemnify the non-obligated party and hold him or her harmless therefrom.

8.

**DISPOSITION OF PERSONAL PROPERTY**

a) **Marital Vehicles.**

- i. **Wife's Vehicles:** Wife has an interest in a 2018 Cadillac Escalade, which was purchased with marital funds. Wife shall retain sole use, possession, and ownership of the 2018 Cadillac Escalade. Husband shall execute any necessary title documents to effectuate any transfer to Wife immediately upon Wife's request. Wife shall be solely responsible for any and all debt, taxes, insurance, maintenance and service on the 2018 Cadillac Escalade and shall indemnify and hold Husband harmless regarding same.
- ii. **Husband's Vehicle:** Husband has an interest in a 2021 Dodge Ram Crew LTD, which was purchased with marital funds. Husband shall retain sole use, possession, and ownership of the 2021 Dodge Ram Crew LTD. Wife shall execute any necessary title documents to effectuate any transfer to Husband immediately upon Husband's request. Husband shall be solely responsible for any and all debt, taxes,





insurance, maintenance and service on the 2021 Dodge Ram Crew LTD and shall indemnify and hold Wife harmless regarding same.

b) **Retirement Accounts:**

- i. The parties agree that Wife shall maintain her Teachers Retirement System of Georgia (TRS) account as well as her 457 Plan with AIG. Husband hereby waives and relinquishes any such present or future claim to Wife's Teachers Retirement System of Georgia (TRS) account as well as her 457 Plan with AIG, as well as any future interest obtained in any IRAs, 401(k) plans, or any defined contribution plan, defined benefits plan, retirement plan or pension, savings plan, or profit sharing plan of any type available through employment, or any benefits thereof, which the Wife may acquire in the future.
- ii. The parties have an interest in an O'Kelley & Sorohan 401(K) account held in the name of Husband. Wife shall receive the sum of Thirty-Five Thousand Dollars (\$35,000.00), subject to any gains or losses by market forces from the date of July 30, 2021 to the time of division. The parties shall equally (50/50) be responsible for the costs to create the appropriate Qualified Domestic Relations Order (QDRO) to allow for such transfer. In the event the parties cannot agree on the attorney to prepare the QDRO, the parties shall retain of Matt Lundy to prepare the same within thirty (30) days of the entry of this Agreement. It is the intent of the parties that such transfer should occur as soon as is possible following the entry of the Final Order. Following such one-time transfer, Husband shall retain all funds remaining in such account, and Wife shall quitclaim to Husband any and all right, title and interest in and to said account.

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Husband



iii. The parties agree that Husband shall maintain his IRA accounts held with Charles Schwab, as well as the remainder of his O'Kelley & Sorohan 401(K) following the one-time transfer referenced above. Wife hereby waives and relinquishes any such present or future claim to Husband's IRA accounts as well as the remainder of his O'Kelley & Sorohan 401(K) following the one-time transfer referenced above, as well as any future interest obtained in any IRAs, 401(k) plans, or any defined contribution plan, defined benefits plan, retirement plan or pension, savings plan, or profit sharing plan of any type available through employment, or any benefits thereof, which the Husband may acquire in the future.

c) **Bank and Investment Accounts:**

- i. Wife shall receive her SunTrust checking account ending in \*6417, her SunTrust Savings account ending in \*1390, and the sum of Thirty Thousand Dollars (\$30,000.00) of the funds held in the Bank of America Account ending in \*4624. Husband shall make such transfer from the Bank of America account within thirty (30) days of the entry of this agreement. Husband shall make no claim thereon any accounts designated to Wife.
- ii. Husband shall receive the remainder of the funds held in the Bank of America Account ending in \*4624, as well as his checking and savings accounts with Georgia's Own credit Union. Husband shall receive all (100%) of his Charles Schwab Brokerage account and his Disney Rewards Points free and clear of Wife. Wife shall make no claim thereon any accounts designated to Husband.
- iii. The parties stipulate that no jointly titled accounts shall be opened following the execution of this Agreement.





- d) **Transfers Not Alimony:** Transfers set forth herein are not alimony or settlement of any marital property rights, but only constitute the equitable division of property between the parties.

9.

**MARITAL RESIDENCE**

The Parties currently have an interest the real property located at 1763 Tobey Road, Atlanta GA 30341 (hereinafter "Residence"), and that the title to the Marital Residence is held in the Parties' joint names, and all debts encumbering the Marital Residence are in Husband's sole name. The only known encumbrances on the Marital Residence are that certain home mortgage, and the Home Equity Line of Credit (HELOC). The parties acknowledge and agree that commencing immediately and continuing at all times thereafter Wife shall have exclusive use and possession in, and all right, title and interest in and to the Marital Residence, with a right to quiet enjoyment of same.

(b) Effective as of the entry into this Agreement, Wife shall be solely responsible for and shall timely pay all expenses related to her occupancy of the Marital Residence, including, but not limited to, monthly mortgage, HELOC, gas, electric, water, sewer, pest control, internet, cable/subscription services, and all other utilities and personal expenses (incurred by her associated with the Marital Residence) and shall indemnify and hold Husband harmless with respect thereto.

(d) Husband has taken a one-time One Hundred Thousand Dollar (\$100,000.00) draw upon the HELOC, and shall not take any additional draws without the written consent of Wife. Husband additionally represents that he has not created, and that he shall not create, any additional lien or encumbrance on said property. Further, Husband covenants and agrees that in the event that Husband has created or in the future shall create any such additional lien or claim against said

Wife AS

Husband BS

property, then Husband shall pay and hold Wife harmless from any and all liability on said lien or claim. Wife represents that she has not created and shall not create any additional lien or encumbrance on said property in Husband's name, or otherwise tied to Husband's credit. Further, Wife covenants and agrees that in the event that Wife has created or in the future shall create any such additional lien or claim against said property, then Wife shall pay and hold Husband harmless from any and all liability on said lien or claim.

(e) Wife shall have the option to refinance the home into her sole name within three (3) years of the entry of this Agreement. Husband shall cooperate as needed, including signing a Quitclaim Deed to add Wife to title to the home, or otherwise "selling" the home to Wife as previously discussed between the parties. If Wife is able to complete this refinance or "sale" of the property within twelve (12) months, and uses the firm of O'Kelley & Sorohan, or other agreeable closing attorney, the parties shall equally (50/50) split all closing costs necessary for the sale and/or refinance, not including any funds to purchase "points" or otherwise any costs to obtain a more favorable interest rate. Upon Wife removing Husband from all liability associated with the Marital Residence; then Wife shall have sole and exclusive ownership of the Marital Residence to retain, continue to live in, dispose of or do anything else she may desire, in her sole discretion.

(i) Quitclaim Deed. The Husband shall execute and deliver to the Wife a Quit Claim Deed assigning to Wife all of his right, title and interest in and to the Marital Residence upon Wife refinancing the property out of Husband's name, or by other process in which she has Husband removed from all legal liability associated with the Marital Residence. Wife's attorney, or the closing attorney, will draft the necessary Quit Claim Deed to present to Husband for signature. In the event Wife's new lender and/or closing attorney require(s) a Quit Claim Deed to be executed by Husband prior to the closing of Wife's refinance, sale, or other process by which



Husband has Wife released from all legal liability associated with the Marital Residence, Husband shall provide Wife's new lender and/or closing attorney with an executed copy of the Quit Claim Deed; provided that, Husband's release of such a Quit Claim Deed shall be conditioned upon Wife's refinancing any and all indebtedness secured by the Marital Residence in to Wife's individual name, or otherwise having Husband removed from any and all liability associated with said indebtedness. In the event Wife fails to refinance any and all indebtedness secured by the Marital Residence into Wife's individual name, or otherwise have Husband removed from any and all liability associated with said indebtedness, as required by this Agreement then Husband's Quit Claim Deed shall be deemed null and void, and the delivery thereof shall be revoked.

**10.**

**BRISTOL COVE**

Husband shall retain all interest in the property located at 2150 Bristol Cove, Chamblee, GA ("Bristol Cove") free and clear of any claim of Wife. Husband shall have sole and exclusive ownership of Bristol Cove to retain, develop, dispose of or do anything else he may desire, in his sole discretion.

**11.**

**MORGANTOWN PROPERTY**

Wife shall retain all interest in the property located at 2851 Old Highway 76, Morganton, Georgia 30560 ("Morganton Property") free and clear of any claim of Husband. The Husband shall execute and deliver to the Wife a Quit Claim Deed assigning to Wife all of his right, title and interest in and to the Morganton Property within thirty (30) days of the entry of this Agreement. Wife shall have sole and exclusive ownership of the Morganton Property to retain, develop,

Wife AS

Husband BS

dispose of or do anything else she may desire, in her sole discretion.

12.

**BOARDWALK 183 HOLDINGS**

The parties have a one-third interest in Boardwalk 183 Holdings. The parties are dividing such interest equally, fifty percent (50%) to Wife and fifty percent (50%) to Husband. Husband shall assign fifty percent (50%) of his interest to Wife and assist Wife to be inducted as a member of the LLC within thirty (30) days from the execution date of the Agreement. Wife shall have all rights of ownership as Husband and will have a mirror image of Husband's interest. Wife shall receive a copy of any and all documentation, reporting, or communication of any kind regarding their interest in interest in Boardwalk 183 Holdings within seven (7) days of Husband's receipt of the same.

Husband will take no action to intentionally diminish Wife's interest in interest in Boardwalk 183 Holdings. Husband shall further keep Wife informed of any and all occurrences or pending occurrences that might reasonably impact Wife's right to her interest in interest in Boardwalk 183 Holdings.

The parties also agree that one of the reasons Wife entered into this Agreement was the consideration that the payments under this Paragraph would be facilitated by Husband, and there would not be any interference by Husband, his employers, his agents, or assigns, by changing or creating business structures, payment arrangements, or otherwise that would frustrate, delay or prevent Wife from receiving the full benefit of what she has bargained for as set forth in this Paragraph.

In the event of Wife's death prior to the payment which would otherwise become due and owing to Wife under this Paragraph, such payment(s) shall be made to Wife's estate as each

becomes due and payable.

13.

**MH HOLDINGS OF GA**

Husband shall retain all interest in MH Holdings of GA LLC free and clear of any claim of Wife. Husband shall have sole and exclusive ownership of all interest in MH Holdings of GA LLC to retain, develop, dispose of or do anything else he may desire, in his sole discretion.

14.

**AMERICAN EXPRESS POINTS**

The parties' American Express points shall be equally (50/50) divided between the parties, within fifteen (15) days of the entry into this Agreement. Husband shall provide all documentation to verify the amount of points to be transferred, showing all points which have been accrued or otherwise utilized from August 1, 2021 until the time of transfer. In the event Husband has used any points between August 1, 2021 until the time of transfer the same shall be taken as an early advance on his portion of the points and shall not impact Wife's portion of the American Express points. To the extent to which such points are not assignable, or not-transferrable without incurring a taxable event, then Husband shall convert Wife's portion of the points to SkyMiles in order to transfer Wife her portion of the same. In the event there is any fee necessary to transfer such miles, the parties shall equally (50/50) share in such fee. If one party is forced to pay the fee in full, they shall provide evidence of such fee to the other party and the non-paying party shall reimburse the other for their portion within fourteen (14) days of their receipt of the same.

15.

**CHILD'S COLLEGE SAVINGS ACCOUNT**

The parties presently have an interest in a 529 College Savings account, and such accounts

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shall be maintained only for the benefit of for the Child's use. Husband shall be the custodian of such account, and Husband may only use the funds for the child's college expenses, absent an agreement in writing otherwise by the Parties. Husband shall provide annual statements to Wife by June 1 of each year, beginning in 2022, as well as any tax statements received for the account within seven (7) days of his receipt of the same. The account shall only be used for expenses provided under the plan (education costs), and Husband shall provide an accounting to Wife of all funds being withdrawn or used from such account upon the reasonable request of Wife for such an accounting. Additionally, once the child reaches her college years, the parties agree that any scholarships (e.g., HOPE) for which the child is eligible shall be applied to the child's tuition first, and then the 529 Plan funds shall be applied towards tuition, room & board, and books.

16.

**EQUITABLE DIVISION OF REMAINING PROPERTY**

Except as otherwise hereinabove provided, each of the parties shall hereinafter own, have and enjoy, independently of any claim or right of the other party, all items of real and 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. In the event of a dispute regarding the division of any remaining personal property, including but not limited to the contents of the Marital Residence or of the property located at 2150 Bristol Cove, Chamblee, GA, the dispute(s) shall be submitted to binding arbitration and mutually agree to select Jan Moja<sup>1</sup> as the arbitrator for such disputes. The party wishing to submit the dispute to arbitration shall notify the other party, in writing. The arbitration of the disputed issue shall take place as soon thereafter as the arbitrator's schedule shall allow.

<sup>1</sup> Or another mutually agreed upon arbitrator

Wife



Husband



The fee of the arbitrator shall be divided equally between the parties, unless the arbitrator determines otherwise. The arbitrator shall render her decision as to the issue(s) before her within ten (10) days from the date of hearing. Such decision shall be binding up on the parties and shall be entered as the judgment of the Court.

17.

**LIFE INSURANCE**

The Parties acknowledge that Husband presently has a Life Insurance Policy with a death benefit of Two Hundred Fifty Thousand Dollars (\$250,000.00) which shall remain in place until the parties' daughter has obtained twenty-five (25) years of age. Husband shall name the parties' daughter as the beneficiary of such policy, with Wife serving as the executrix of any funds, or in the alternative may name Wife as the sole exclusive beneficiary and the parties' daughter as the contingent beneficiary. Husband shall maintain said life insurance for so long as he has any financial obligations pursuant to this Agreement, including but not limited to his child support obligation as provided in the Child Support Addendum. Husband shall provide proof to Wife that he is complying with this paragraph by providing documents to Wife evidencing same within thirty (30) days of the entry of the Final Decree and each anniversary date of the entry of a Final Decree thereafter. Husband's obligation to maintain said life insurance shall be binding on his estate, and in the event of Husband's death, the amount of difference, if any, between the amount of the insurance proceeds actually paid to Wife and the amount she should have received pursuant to this Agreement shall be a first charge against Husband's estate.

18.

**PARTIES' DENTAL AND HEALTH INSURANCE AND EXPENSES**

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Wife



Husband



Husband shall maintain the current medical and hospitalization insurance coverage and dental insurance coverage for both parties, including that he shall be responsible for maintaining health insurance for Wife until, at least, June 1, 2025, as provided for in Paragraph 4 of this Agreement. Husband shall be fully and solely responsible for and shall pay any premium incident to any medical and hospitalization insurance coverage and dental insurance coverage that he may choose to purchase or continue for the parties individually in the future, except that if he should be unable to continue to carry Wife on his current health insurance, his obligation towards future health insurance coverage for Wife shall be capped at Seven Hundred Dollars (\$700.00) per month. Except as provided herein, each party shall be solely responsible for his/her own medical and/or dental costs or any unpaid medical bills that may exist on the date of execution of this Agreement, whether known or unknown, and any unpaid medical bills that arise at any time thereafter.

19.

**INCOME TAXES**

a) In the event the parties are audited for any tax returns that the parties filed jointly, Husband shall be solely (100%) responsible for any penalties due. Should the parties file jointly for 2021, Husband shall be responsible for all preparation costs and taxes due, or shall receive any refund received. Beginning in 2022 and each year thereafter, each shall file his/her separate tax returns with the appropriate state and federal governments, unless the parties agree otherwise in writing. During the periods in which Husband is paying alimony to Wife, she will agree to allow him to claim Hadley on his tax returns and receive all credits associated therewith. Upon the expiration of Husband's alimony obligation, Wife shall receive such tax benefits pursuant to 26 U.S.C.A. § 152(e)(1).



b) Husband herein agrees to indemnify and hold Wife harmless from any liability, assessments, charges, interest, costs or expenses associated with any claim by the Internal Revenue Service or any state growing out of any statement or misstatement on his part in regard to his income, deductions, or the like, on any federal or state income tax return filed jointly by the parties hereto for any taxable year where the parties signed a joint tax return. Should Husband fail to perform his obligations hereunder, Wife shall be entitled to recover from Husband all losses and assessments, together with all costs and expenses, including reasonable attorney's fees and accountant's fees which may be owed, incurred, or paid as a result of Husband's failure to comply with this paragraph. Should any of Husband's federal or other tax debt be partially or wholly satisfied by virtue of any garnishment or seizure of Wife's portion of any tax return (joint or otherwise) at any point, then Husband shall reimburse for Wife the amount of such garnishment or seizure within thirty (30) days of being notified that Wife's taxes were garnished for Husband's debt.

c) Wife herein agrees to indemnify and hold Husband harmless from any liability, assessments, charges, interest, costs or expenses associated with any claim by the Internal Revenue Service or any state growing out of any statement or misstatement on her part in regard to her income, deductions, or the like, on any federal or state income tax return filed jointly by the parties hereto for any taxable year where the parties signed a joint tax return. Should Wife fail to perform her obligations hereunder, Husband shall be entitled to recover from Wife all losses and assessments, together with all costs and expenses, including reasonable attorney's fees and accountant's fees which may be owed, incurred, or paid as a result of Wife's failure to comply with this paragraph. Should any of Wife's federal or other tax debt be partially or wholly satisfied by virtue of any garnishment or seizure of Husband's portion of any tax return (joint or otherwise)



at any point, then Wife shall reimburse Husband for the amount of such garnishment or seizure within thirty (30) days of being notified that Husband's taxes were garnished for Wife's debt.

20.

**ATTORNEY'S FEES**

Each party shall be responsible for his or her own attorney's fees incurred in connection with this action.

Nothing contained herein shall be deemed or construed as a waiver or denial of either party's right to seek an award of attorney's fees, as provided by law for any breach by the other party of the terms of this Agreement or the violation of any order or decree in which this Agreement may be incorporated.

21.

**LEGAL REPRESENTATION**

A. Both parties enter into this *Settlement Agreement* freely and voluntarily and under no compulsion or duress. Both parties acknowledge that they have read this Agreement and that they assent to all the terms hereof. Further, the parties agree that neither party shall be considered the "drafting" party and that all terms herein shall equally apply to each party and shall not be construed in favor of either party.

B. Both parties acknowledge and understand that the Wife is represented by Savannah N. Steele of Kaye, Lembeck, Hitt & French Family Law, LLC, of Atlanta, 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.

C. Both parties acknowledge and understand that Husband has been affording the opportunity to retain, advise and consult with independent counsel and has waived his right to



do so, electing to complete the process as *pro se*. In that regard, Husband waives any right he has to raise his failure to obtain his own independent legal counsel in the future to attempt to set aside the Agreement on the basis that he was not represented in the negotiation and execution of the Agreement.

22.

**TRANSFERS ARE SETTLEMENT OF PROPERTY RIGHTS**

The parties hereby reaffirm that all of the transfers between the parties contained in this Agreement are not transfers in the nature of alimony. Therefore, such transfers are not transfers constituting taxable events, but rather constitute an equitable division of marital property accumulated by the parties. As such, the transfers do not constitute taxable transfer events under the Internal Revenue Code and Georgia state law, if applicable.

23.

**PARTIAL INVALIDITY**

In the event any paragraph or paragraphs of this Agreement shall be declared invalid or void by any court of competent jurisdiction, such declaration shall not invalidate the entire Agreement, and all other paragraphs of the Agreement shall remain in full force and effect.

24.

**NO WAIVER IF BREACH**

This Agreement may only be changed by the parties by mutual agreement, in writing, for any change to be valid and binding. Each party agrees that there shall be no oral modifications of this Agreement. Any change shall be approved by a Georgia Court of competent jurisdiction prior to any change becoming binding on either party. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar

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nature.

25.

**INCORPORATION IN FINAL ORDER**

**OF SEPARATE MAINTENANCE AND DIVORCE DECREE**

a) **Incorporation in Separate Maintenance Order.** It is the parties' intent to remain married but live separately. This Agreement is intended to be incorporated in a Final Order of Separation and govern the parties' financial obligations to each other as well as their obligations to their Minor Children going forward in this marriage

b) **Incorporation in Divorce Decree.** This Agreement is made without in any manner consenting to a divorce between the parties; nor is it intended, nor shall it be construed, to be an agreement for dissolution of the marriage. In the event any such action is instituted, the parties shall be bound by all of the terms of this Agreement. This Agreement shall be offered in evidence in any such action and, if acceptable to the court, shall be made the order of court and shall be incorporated by reference into any decree that may be granted therein. Neither party shall ask for any provision in any such suit which is inconsistent with the provisions of this Agreement. Notwithstanding such incorporation, this Agreement shall not be merged into the order or decree but shall survive the same and shall be binding and conclusive on the parties hereto.

c) **Survival.** If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be considered severable; and all other provisions not contrary to the law shall, nevertheless, continue in full force and effect.

26.

**PERFORMANCE OF NECESSARY ACTS**

Each party shall execute any and all deeds, bills of sale, endorsements, forms, conveyances or

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other documents, and perform any act which may be required or necessary to carry out and effectuate any and all the purposes and provisions herein set forth.

27.

**MUTUAL COOPERATION**

The parties hereto specifically acknowledge and agree that they shall cooperate in the execution of any and all documents necessary and required to perform, transact and perfect this Agreement and to do and perform all duties and acts necessary to transfer and divide any of the assets in furtherance and compliance with, and performance of, the provisions, agreements and conditions set forth herein.

28.

**ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and supersedes any and all Agreements previously made by them concerning the subject matter addressed herein. No representations or warranties have been made by either party to the other except for those representations and warranties expressly set forth herein. Before this Agreement was negotiated, each party was advised of his or 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 chose to forego such discovery and accept the provisions of this Agreement on the basis of information acquired informally without formal discovery.

29.

**VOLUNTARY AGREEMENT**

The provisions of this Agreement and their legal effect have been fully explained to the parties; both parties acknowledge that they have received advice of independent legal counsel; and both parties acknowledge that this Agreement is fair and equitable and that it is being entered into

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voluntarily and that this Agreement is not executed by either party as the result of any duress or undue influence.

30.

**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.

31.

**MUTUAL RELEASE**

Except as otherwise expressly provided, both of the parties for himself/herself and their respective heirs, legal representatives, executors, administrators and assigns shall and do mutually remise, release and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in 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 execution of this Agreement except any and all cause or causes of action for divorce. Both parties hereby release and relinquish any and all rights he/she may hereafter have as spouse under the present and future laws of any jurisdiction to share in the estate of the other party upon the latter's death except as herein set forth and to act as executor or administrator of the other party's estate. The provision is intended to constitute a mutual waiver by the parties of any rights to take against each other's Last Wills and Testaments under the present and future laws of any jurisdiction whatsoever. It is the intention of the parties that henceforth there shall exist as between them only such rights and obligations as are specifically provided in this Agreement.

32.

**MODIFICATION OF AGREEMENT**

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Except as herein provided, no modification or waiver of any of the terms hereof shall be valid unless in writing signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

33.

**UNDERSTANDING OF AGREEMENT**

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

34.

**HOLD HARMLESS - WIFE TO HUSBAND**

Except as otherwise expressly 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. In the event that any

Wife



Husband



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.

35.

**HOLD HARMLESS – HUSBAND TO WIFE**

Except as otherwise expressly 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. In the event that 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.

36.

**DISCOVERY**

Before executing this Settlement Agreement, Husband and Wife were both aware of their rights, under the Georgia Civil Practice Act, to conduct formal discovery, investigation, and analysis of assets, liabilities and income of the other party. Each party has knowingly and voluntarily chosen to forego any further discovery, and each party has accepted the provisions of this Settlement Agreement on the basis of certain information acquired informally without further discovery. Each party understands that a complete review of various documents, financial records, and all other information which could still be produced through formal discovery could materially

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affect the legal advice given by counsel to each party. By signing this Agreement, each party waives any further formal discovery because it is the specific intent of each party to settle this matter and rely on representations and full disclosure of the other party and to resolve this matter without further expense.

37.

**FULL DISCLOSURE**

Both parties represent that they have fully disclosed to one another, during the course of these proceedings, any and all property that he or she has any interest in, or claims any right to interest therein, and acknowledges that the other party making this settlement and accepting the sums that are contained herein has exclusively relied upon the representations made by the other, all of which both parties covenant to be true, accurate, and complete.

IN WITNESS WHEREOF, Wife has hereunto affixed her initials to the preceding pages and they hereby acknowledge that the provisions of this Agreement shall be binding upon her respective heirs, assigns, executors and administrators, this 02 / 09 / 2022

*Amanda Shilling*

Amanda Shilling, Wife







IN WITNESS WHEREOF, Husband has hereunto affixed his initials to the preceding pages and they hereby acknowledge that the provisions of this Agreement shall be binding upon his respective heirs, assigns, executors and administrators, this 02 / 16 / 2022

*BS*

Bradley Shilling, Husband

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## Document History

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