


Greg G. Allen, Clerk
Forsyth County, Georgia

IN THE SUPERIOR COURT OF FORSYTH COUNTY
STATE OF GEORGIA

Exhibit "A"

LISA MARIA DOMINICK,
Petitioner,

,
,

CIVIL ACTION FILE NO.:

v.

21CV-1779-2

MARK RANDOLPH DOMINICK,
Respondent.

,
,

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into by MARK RANDOLPH DOMINICK (hereinafter referred to as "Husband") and LISA MARIA DOMINICK (hereinafter referred to as "Wife"):

WITNESSETH

WHEREAS, Husband and Wife were married in due form on or about December 15, 2007; and

WHEREAS, the parties were separated on or about February 28, 2021, prior to the date of filing of this action, and at all times since said date of separation have lived in a bona fide state of separation; and


WHEREAS, there are three (3) Minor Children at issue of the marriage, RAEGAN ELIZABETH DOMINICK, a female child born in 2008; KENNADI GRACE DOMINICK, a

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female child born in 2010; and DAVIS MARK RANDOLPH DOMINICK, a male child born in 2011; and

WHEREAS, both parties to this Agreement are laboring under no disabilities in law; and

WHEREAS, unfortunate differences have arisen between the parties as a result of which Husband and Wife have separated and are living apart from each other in a bona fide state of separation; and

WHEREAS, Husband and Wife agree that the ground for divorce are as defined in O.C.G.A. §19-5-3(13); and

WHEREAS, Husband and Wife are desirous of settling all matters, questions and controversies as to division of assets, property and debts, and any and all claims and rights of any nature whatsoever each may have against the other; and

NOW, THEREFORE, in consideration of the covenants, promises, agreements, and other valuable considerations that are hereinafter set forth, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1.

SEPARATION

The parties shall at all times hereinafter live separate and apart from each other and each shall be free from interference, authority, and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Each may reside at such place as he or she, in his or her absolute discretion, may select. The parties shall not interfere with each other, compel, or attempt to compel, the other to cohabit or dwell with the other by any means whatsoever.

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2.

ALIMONY

In lieu of Alimony, Wife shall receive one hundred percent (100%) of the equity in the marital home.

Husband hereby expressly waives and forever relinquishes releases and discharges any and all past, present, and/or future claims of alimony, including, but not limited to temporary or permanent periodic alimony, alimony in kind, or lump sum alimony from Wife. Additionally, Husband hereby expressly waives his statutory rights to seek a modification, up or down, of temporary or permanent alimony, alimony in kind, or lump sum alimony, based upon either party's change in income or financial status, up or down, or under any other circumstances.

The relinquishments contained in this section is in accord with the Georgia case of Varn v. Varn, 242 Ga. 309, 248 E.E.2d 667 (1978).

3.

EQUITABLE DIVISION OF PROPERTY

A. **Real Property/Leased Property:** The parties' own real property as a result of the marriage, located at 2345 Cassidy Road, Cumming, Georgia 30041 (hereinafter "marital home").


1. *Possession:* Until the Marital Residence is sold pursuant to the terms of this Agreement, Petitioner and Respondent shall be entitled to joint use and possession of the residence, as is presently the case, and Husband shall maintain the financial status quo by paying the mortgage, rent, and utilities related to same.
2. *Listing date:* The parties agree that the residence shall be listed for sale within Thirty (30) days of this agreement or otherwise agreed in writing by the parties. As used

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herein, the term "Realtor" shall mean and refer to the real estate agent retained by the parties in accordance with Section 3 below.

3. *Realtor*: The Wife will select a realtor within three (3) days of this agreement.
4. *Encumbrances*: Until the property is sold neither party shall pledge the Residence as collateral or incur any additional indebtedness which could result in an additional encumbrance or lien on the property. The parties acknowledge that there is presently a mortgage on the marital residence. Neither party shall cause the mortgage balance to increase.
5. *Terms of Sale*: The parties agree that the following terms shall control the sale of the property:
 - a. The parties will use their best reasonable efforts to ensure the home is sold in the "as-is" condition, quickly, and for a reasonable market price. **Time is of the essence in this agreement.**
 - b. The Wife will make all decisions related to the marketing and sale of the property, including, but not limited to, the setting of and modifying of the sales price, repairs and/or maintenance as recommended by the Realtor, and acceptance or qualification of offers. Wife shall have the final decision-making authority as to all issues relating to the sale unless otherwise provided herein.
 - c. Husband and Wife shall be jointly responsible for keeping the property in reasonable condition to show and sell the property while it is on the market. The Husband and Wife shall reasonably cooperate with the Realtor, buyers'/ buyer's agents and any prospective buyers to show and make the property available to view.
 - d. The parties shall keep the property in reasonably the same condition as of the date of the execution of this Agreement, except for normal wear and tear.
 - e. Both parties shall provide the other party with copies of any documents they execute or retrieve, which are related to the sale of the marital residence.

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6. *Listing of the Property*

a. The parties shall comply with the real estate side agreement, which shall be treated as if quoted verbatim herein. The parties agree not to file the real estate side agreement with the clerk of court; however, it shall be binding under this agreement.

7. *Closing.* The parties acknowledge and agree to cooperate to remove any *lis pendens* against the residence prior to the closing on the sale of the residence and, separately, each shall undertake all necessary and prudent measures to effectuate closing once a Contract for Sale, irrespective of how same may be titled, has been executed.

8. *Proceeds of the Sale.* The net proceeds are generally defined as the sale price less: (1) any real estate commission and fees; (2) any closing costs paid; (3) payment of repairs agreed to in writing by both parties as referenced above, with appropriate reimbursement to the parties in the proportion of their contribution; (4) payment of the mortgage referenced above; and (5) payment of Wife's attorney fees incurred by The Siemon Law Firm which remain unpaid on the date prior to the date of closing. The Siemon Law Firm shall provide a final invoice to the closing attorney. The net proceeds from the anticipated sale ("Cash to Seller" as reflected on the closing documents, including but not limited to the HUD-1) shall be distributed to the parties with Wife receiving one hundred percent (100%) of the equity in the house. In the event either party receives an apportionment to the others equity, they shall remit same within ten (10) days of receipt.

9. *Escrow:* Wife shall receive one hundred percent (100%) escrow payments. In the event Husband receives an apportionment to the others escrow monies, he shall remit same to Wife within ten (10) days of receipt.

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10. *Sole Agreement; No Other Representations; Free and Voluntary; Severability and Law Governing*

- a. The Agreement constitutes the entire understanding of the parties and there are no representations or warranties other than those expressly herein set forth.
- b. If any provision of the confidential real estate agreement is held by a Court to be invalid, void and unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- c. Each party is acting freely and voluntarily, free of compulsion or duress.
- d. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- e. This Agreement shall become fully effective and binding immediately after the execution of both parties. As referenced above, both parties desire the foregoing agreement to be submitted to the Court only in the event of non-compliance, and in that instance, enforceable by the Court's powers of Contempt.

B. Household Furniture and Personal Property: Each party shall be entitled to keep their own gifts, inheritances, and personal effects. The parties acknowledge that Husband shall receive the pool table guest bedroom set, and piano.

Regarding all other items, the parties agree they are able to determine who keeps what items; however, if they cannot agree, each shall pick one item at a time in an alternating fashion. The person who picks first (1st) shall be picked from a hat by Wife.

D. Motor Vehicles: Husband shall retain the Cadillac Escalade. Wife shall retain the Chrysler 300 and the Chrysler Crossfire. Each party will keep, free and clear of the other, their respective vehicle(s) and shall be responsible for all debt, liabilities or claims associated with the

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same. Each party shall indemnify and hold harmless the other party for any liabilities or claims associated with the vehicle they are retaining, including, but not limited to, any outstanding costs after a vehicle is sold or refinanced. The parties shall cooperate with each other to take whatever steps are necessary to promptly transfer title to the party receiving the aforementioned vehicles under this Settlement Agreement and in no event less than Thirty (30) days from the entry of the Final Judgment and Decree of Divorce.

The parties shall exchange any tax, tag and title information and process same within Thirty (30) days of this agreement. Each party shall obtain their own car insurance policy within Thirty (30) days of this agreement.

E. **Personal Checking, Savings, Credit Accounts:** Husband and Wife agree they shall equally (50/50) divide all checking, savings and credit accounts with account numbers ending in 3911, 3253, 2882, 7691. The equal (50/50) division shall occur within Five (5) days of this agreement and the accounts shall be closed, unless one person is able to keep the account in their sole names and the parties so agree. The equal (50/50) division shall take into account pre-existing paid liabilities which were reasonable and not intended to benefit one party over the other or to liquidate or diminish the account value. Notwithstanding the previous, Wife shall not receive less than Five Thousand Dollars (\$5,000.00) from Husband as a result of the division of bank accounts. Husband agrees to pay to wife the difference between an equal (50/50) division of the bank accounts and Five Thousand Dollars (\$5,000.00), excluding Wife's Chase X7836 account. The equal division of the accounts shall be valued as of 2:45 p.m. on May 20, 2022 and shall be paid

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from Husband to Wife within five (5) business days from the date of this agreement. Anything due and payable after the fifty (50)/ fifty (50) division shall be paid within sixty (60) days.

Wife does have a separate checking account with Chase X7836, which is associated with the monies she receives from her delivery business, Wife shall keep that account free and clear of Husband.

Other than the aforementioned accounted, the parties warrant there are no other checking, savings, or credit accounts. Should they discover a joint account the parties agree to dissolve the account within Five (5) days of discovery and shall equally (50/50) divide all funds (after liabilities are paid).

F. **Retirement Accounts:** Husband has three investment accounts: Thrift Savings Plan 401(k) ending in 5826, Ameriprise Financial IRA ending in 7133, Thrift Saving Plan (Navy) 401(k) ending in 5826. Wife has no investment accounts. The parties agree Wife shall receive, by Qualified Domestic Relations Order (hereinafter "QDRO") fifty percent (50%) of the total value of the Thrift Savings Plan 401(k) 5826 and the Thrift Saving Plan (Navy) 401(k) ending in 5826. The parties agree the total value of these two accounts as of the day of this agreement is \$159,586.00; accordingly, Wife shall receive \$79,793.00 from the account ending in 5826, , plus gains and losses, of Husband's retirement accounts earned during the marriage. The valuation date shall be the date of this agreement. Husband shall be entitled to retain, free and clear of Wife, all other investment accounts. The parties shall utilize Matthew Lundy Law to draft and submit the QDRO and Husband shall be entirely (100%) responsible for the costs of the preparation and all administrative costs associated with the QDRO. This provision shall not prohibit a party from



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voluntarily providing benefits from his or her plan to the other party at any subsequent date. Pension, profit sharing, and employee benefit plans are defined to exclude any and all Social Security or other governmental benefits the Parties may be entitled to by virtue of this marriage.

G. Pension. Petitioner is awarded a percentage of Respondent's pension from the United States Federal Government, to be computed using the following Coverture fraction: Fifty percent (50%) multiplied by a fraction, the numerator of which is the number of months of marriage during the Respondent's creditable service and the denominator of which is the total number of months of Respondent's creditable service. Payment shall be made by Respondent directly to Petitioner within Five (5) days of Respondent's receipt of each retirement payment. Such payment shall be a net distribution (after federal, state, social security taxes). In laymen's terms, Petitioner gets one-half (1/2) of the Respondent's pension payment which is attributable to and earned during the marriage, subject to the conditions described above.

H. Stocks: Husband owns stocks/bonds with Ameriprise Financial, account ending in 9133, which are pre-marital and not subject to equitable division. Accordingly, Husband shall retain all (100%) of the stocks and bonds, free and clear of Wife. Wife owns no stock/bonds.


I. Tax Debts: The parties agree they are responsible to resolve the Notice of Deficiency issued by the IRS in regard to the 2019 joint tax return. The parties shall offset any refund from the 2021 tax return to satisfy this debt. Any debt remaining afterward, shall be paid entirely (100%) by Husband.

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J. **Student Loan Debts:** Husband shall be solely and exclusively responsible for his student loan debt, and he shall indemnify and hold wife harmless of any liability associated therewith.

K. **Debts:** Husband shall be entirely (100%) responsible for the following cards: Bank of America Credit Card (ending in 2013), Chase Credit Cards (ending in 2734 and 3844), American Express (ending in 1009), Military Star Card (ending in 1917), Kohl's Credit Card (ending in 1135), Capital One (ending in 6533), Home Depot Credit Card (ending in 2008).. The party who is the primary card holder shall be entitled to keep said account and shall cause the other party to be removed from the card within fifteen (15) days of this agreement. If the company cannot remove one name from the account, the account should be closed. Each shall agree to indemnify and hold the other harmless for any debts associated with their solely named debt including, but not limited to, all actions, claims, demands, costs, damages, and expenses on account thereof including reasonable attorney fees in the event said fees are incurred.

Notwithstanding the previous, Husband shall pay Wife the sum of Two Thousand Five Hundred Dollars (\$2,500.00) which sum represents approximately one-half (1/2) the account balance on Wife's Chase Visa which has an approximate balance of Five Thousand and Eighty-Eight and 00/100 Dollars (\$5,088.00). Husband shall pay this within three (3) months, with no more than one (1) payment every month in the amount of no less than \$833.33, up to the total of \$2,500.00.

The parties have no other debt.

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L. **Time Share:** The Parties have a timeshare with Bluegreen Vacations. The parties agree Husband shall retain the timeshare and shall assume all (100%) of all debt and liabilities associated with the timeshare. Husband shall be entirely (100%) responsible for any fee to remove Wife from the timeshare with Bluegreen Vacations and shall remove her within Twelve (12) months of the date of the execution of this Settlement Agreement. Husband agrees to allow Wife to utilize one (1) week, once every twelve (12) months, until the youngest child reaches the age of majority, the timeshare is available, and he still owns the timeshare. Wife shall notify Husband of the week she wants to utilize the timeshare no less than One Hundred and Twenty (120) days prior to her intended use.

4.

SUBSEQUENT DEBTS

Husband and Wife shall not at any time hereafter contract any debts, obligations or other liabilities whatsoever for which the other or his or her property or estate shall become or may become liable or answerable except as otherwise provided in this Agreement.

5.

TAX RETURNS

The parties shall file separate tax returns in 2022 and every year thereafter. Mother shall claim Kennadi Grace Dominick, Raegan Elizabeth Dominick, and Davis Mark Randolph Dominick on her taxes each year and be entitled to all credits, deductions, refunds, and stimulus associated with the Minor Children.

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The parties agree to fully cooperate with each other in the event of an audit related to Federal or State income taxes for any year that the parties filed a joint tax return. 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, on any tax return filed jointly by the parties, 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 interest as a result of a mathematical error on any tax returns filed jointly by the parties, the parties shall each pay a pro rata share based on the percentage of their share of the total income of the parties for the given year, and same shall correspond to the amount paid in taxes, penalties, and/or interest that result therefrom and each shall indemnify and hold harmless the other with respect thereon.

6.

MILITARY BENEFITS

Respondent shall ensure that the Minor Children receive all benefits, if any, available to them by virtue of his service in the United States Armed Forces (e.g., without limitation, G.I. Bill and dependent benefits). Respondent shall provide any necessary documents to Petitioner and, to the extent necessary, Petitioner shall cooperate in completing any documents necessary for the

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Minor Children's receipt of benefits and entitlements arising from Respondent's service in the United States Armed Forces.

7.

LIFE INSURANCE

Husband shall maintain his life insurance policies and Wife shall be the beneficiary of no less than the value of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), Wife shall remain to be named the Trustee (constructive or otherwise) of said funds for the benefit of the Minor Children. Mother shall owe a fiduciary duty to the Minor Children. Husband shall keep said policy, or a policy of equal value, in place so long as Husband's Child Support Obligation is in place. Husband shall provide documentation evidencing proof of the existence of said policy on or before August 31, 2022, and each and every year from the execution of this Agreement until the end of his Child Support Obligation.

8.

TAX ADVICE

It is acknowledged and understood by both parties that, Erin H. Fowler attorney for Husband, has made no representations to either party regarding the tax consequences of the actions decreed by this Agreement; and that each of the parties, should they be concerned with such consequences, have been advised, or otherwise understand, to seek advice and counsel of a tax accountant or tax attorney.

It is acknowledged and understood by both parties that neither Jordan J. Edwards, attorney for Wife, nor The Siemon Law Firm, P.C., nor any agent thereof, has made any representations to

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either party regarding the tax consequences of the actions decreed by this Agreement; and that each of the parties, should they be concerned with such consequences, have been advised, or otherwise understand, to seek advice and counsel of a tax accountant or tax attorney.

9.

MODIFICATION

No modification or waiver of any of the terms hereof shall be valid unless in writing signed by both parties. Both parties agree that this Agreement and contract may be modified as provided by law.

10.

BINDING EFFECT AND SEVERABILITY

If any part of this Agreement shall be held invalid, such invalidity shall not invalidate the whole agreement, but the remaining provisions of this Agreement shall continue to be valid and binding to the extent that such provisions continue to reflect fairly the intent and understanding of the parties in executing this Agreement.

11.

RELEASE


The Husband and Wife mutually release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity dealing with alimony, support and property division, which either of them has or ever had or will have, upon or by reason of any matter, cause or thing up to the date of this Agreement, including, but not limited to, claims against each other's property, it being the intention of the parties that

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henceforth there shall exist as between them only such rights and obligations as are specifically provided for in this Agreement.

12.

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 the within 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.

13.

REPRESENTATION

The parties hereto acknowledge that they are entering into this Agreement freely and voluntarily; that Erin H. Fowler is the attorney for Husband and Husband alone, and that all the provisions hereof, as well as all questions pertinent thereto, have been fully and satisfactorily explained to the Husband by his counsel; that Wife is self-represented and *Pro Se* and understands she has the right to counsel and a right to have this Agreement reviewed by any profession, legal or non-legal, which he deems necessary or appropriate.

It is further acknowledged that each has had ample opportunity to read this Agreement before signing same; each has had ample opportunity to seek outside professional and/or legal advice; that the provisions herein contained are fair, reasonable and adequate; and that they clearly understand and consent to all the provisions hereof.

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14.

FULL DISCLOSURE AND EXPRESS WAIVER OF FULL DISCOVERY

It is hereby specifically acknowledged and agreed by the parties hereto that each has voluntarily entered into the within Agreement based upon the full disclosure by each, the manifestations of such disclosure being reflected in the terms and content of the within Agreement. Both the Husband and the Wife specifically affirm and swear that the assets and property referred to in the within Agreement are the entire assets and estate of the parties. It is further acknowledged and agreed that each party has relied upon the full disclosure by the other with regard to the entire assets and estate of the parties, and that said reliance shall be deemed additional consideration for entering into the within Agreement by both parties. In the event it is discovered that the entire assets and estate of the parties has not been disclosed as set forth herein, then it is specifically acknowledged and agreed that the consideration of this Agreement shall have failed based upon the fraud or mistake of either party and the other shall be entitled to relief from this Agreement and any Decree into which this Agreement is incorporated. Such relief shall be available to the Husband or Wife, as the case may be, under the laws and statutes of the State of Georgia, whether in law, equity, or both, and by consent of the other party.


Before executing this Agreement, Husband and Wife understood 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 agreement on the basis of information acquired informally, without formal discovery. Husband and Wife each represent and

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warrant to that the other that they have fully disclosed, to the best of their knowledge and in all material respects, all of the income, assets, liabilities, and other information relevant to the issues addressed by this Agreement. Each party agrees that they shall not, and hereby voluntarily waive their respective right to, raise the other's failure to conduct discovery as a defense in any subsequent action for fraud.

15.

STATEMENT OF CERTAIN RIGHTS

Except as otherwise provided herein, Husband and Wife each hereby waive any right at law or in equity to elect to take against any Last Will made by the other, including all rights of dower or of curtesy, and hereby waives, renounces, and relinquishes unto the other, their respective heirs, executors, administrators and assigns, forever, all and every interest of any kind or character which either may now have or may hereafter acquire in or to any real or personal property of the other, whether now owned or hereafter acquired by either.

The Husband and Wife shall each have the right to dispose of his or her property by will, or otherwise, in such manner as each may in his or her uncontrolled discretion deem proper, and neither one will claim any interest in the estate of the other, except to enforce any obligation imposed by this Agreement.

The Husband and Wife hereby mutually release and forever discharge each other and their attorneys and representatives in this matter, from any and all actions, suits, debts, claims, demands, and obligations, whatsoever, both in law and equity, which either of them ever had or now has, upon or by reason of any matter, cause, or thing up to the date of this Agreement, including, but

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not limited to, claims against each other's property, it being the intention of the parties that henceforth there shall exist as between them only such rights and obligations as are specifically provided for in this Agreement.

The Husband and Wife warrant, represent, and agree that they will not hereafter contract or incur any debt, charge, or liability whatsoever in the other's name or for which the other, their legal representative, or their property or estate, will or may become liable. The Husband and Wife further covenant at all times to hold the other free, harmless, and indemnified from and against all debts, charges, and liabilities hereafter contracted or incurred by the other in breach of the provisions of this paragraph.

The Husband and Wife agree to accept the provisions made for them in this Agreement and the other undertakings of the other as set forth in this Agreement in full satisfaction and discharge of all claims, past and present, which they may have upon the other.

16.

INCORPORATION


It is expressly understood that this Agreement does not obligate the parties to continue to live in a state of separation or to proceed with an action for divorce. However, in the event that either party shall bring or maintain an action for dissolution of the marital relationship, or for separate maintenance, this Agreement shall be presented to the Court and incorporated by reference into any judgment or decree concerning the matters provided herein. Notwithstanding such incorporation, this Agreement shall survive and be in force independently of any judgment or decree.

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17.

ATTORNEYS FEES AND COSTS OF LITIGATION

Husband and Wife shall each be responsible for their own attorney's fees.

18.

FULL SETTLEMENT

The provisions of this Agreement are intended and accepted by Husband and Wife as a full and final settlement of any and all rights or obligations either may have from or to the other arising out of or in any way incidental to their marriage to each other. Husband and Wife acknowledge again that each has read the provisions of this Agreement and had the opportunity to obtain advice of counsel of his or her choosing and further acknowledge that each is satisfied with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

This 05 / 20 / 2022 day of _____, 20__.

Mark R Dominick

MARK RANDOLPH DOMINICK

Erin H. Fowler

This 05 / 20 / 2022 day of _____, 20__.

[Signature]

LISA MARIA DOMINICK

[Signature]

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