

IN THE SUPERIOR COURT OF GWINNETT COUNTY

STATE OF GEORGIA

KIARA ARENA ROBERTS,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION FILE NO. 22-A-10592-3
)	
EVAN MICHAEL ARENA,)	
)	
Defendant.)	

SETTLEMENT AGREEMENT

This *SETTLEMENT AGREEMENT* (the “Agreement”) made and entered into by and between KIARA ARENA ROBERTS (“Wife”) and EVAN MICHAEL ARENA (“Husband”);

WITNESSETH:

WHEREAS, the parties to this Agreement were married on or about April 22, 2017; and

WHEREAS, in consequence of certain irreconcilable differences, the parties are now living in a bona fide state of separation; and

WHEREAS, there are no minor children born as issue to this marriage and none are anticipated; and

WHEREAS, the parties are desirous of settling between themselves all matters of alimony, equitable division of property, attorney’s fees, and all other claims each may have against the other arising from their marital relationship; and

WHEREAS, the parties desire that this Agreement be incorporated into the *Final Judgment and Decree of Divorce* (the “Final Decree”) that shall be entered in the foregoing action; and

WHEREAS, each party is acting freely and voluntarily, under no compulsion or duress, and

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in consideration of the present income, earning capacity, and financial circumstances of each of the parties;

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

1.

NON-INTERFERENCE

The parties shall continue to live separate and apart, each being free to choose his or her place of residence and employment, and each shall be free from interference, molestation, threats, authority, and control, direct or indirect, by the other as fully as if sole and unmarried to each other.

2.

NON-DISPARAGEMENT PROVISION

On and after February 15, 2024, neither party shall not make negative, disparaging, or otherwise critical remarks, comments, or observations about the other party, whether verbal, written, or via electronic platforms, nor shall he or she willingly allow third parties to make such comments in any written, verbal, or electronic platforms.

Neither party shall discuss any details of the marriage, including, but not limited to, the parties' relationship, the divorce proceedings, or any terms of the divorce settlement not otherwise on the public record.

Neither party shall cause or allow the dissemination, circulation, or publication of any photos, images, videos, personal documents, sensitive information, or similar items depicting the

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other party with any third party or to any other platform, whether private or public. Both parties shall destroy/delete any and all photos, images, videos, personal documents, sensitive information, or similar items depicting the other party.

3.

WAIVER OF ALIMONY

Each party waives and forever relinquishes any claims and rights each has or may have to alimony, maintenance, and spousal support of any nature from the other or his or her estate, whether in the form of periodic payments, lump sum payments, and/or in-kind awards of property from his or her separate estate or otherwise.

4.

INSURANCE/UNCOVERED MEDICAL EXPENSES FOR PARTIES

(A) Except as otherwise provided for herein, on and after the date of the filing of the *Final Decree*, each party shall be solely responsible for his and her own health, dental, and/or vision insurance coverage, and shall indemnify and hold the other party harmless from same.

(B) Each party shall continue to be solely responsible for his and her own uncovered/uninsured medically-related expenses, and indemnify, defend, and hold the other party harmless from same.

5.

EQUITABLE DIVISION – MARITAL RESIDENCE

(A) Property: The parties are the record titleholders to the real property located at 5789 Fairfield Place, Gwinnett County, Georgia (the “Marital Residence”), titled in the parties’ joint names. The Marital Residence is encumbered by a Delta Community Credit Union Second Mortgage

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in the approximate amount of Twenty-Five Thousand Six Hundred Fifty-Nine Dollars (\$25,659.00), as of December 8, 2023 (the “Mortgage”). Husband and Wife represent that the Mortgage is the only current lien or encumbrance on the Marital Residence to his or her knowledge.

(B) Use and Possession: Husband shall have sole and exclusive use and possession of the Marital Residence. The parties shall cooperate and take all steps necessary to transfer all utilities or other similar services for the Marital Residence to Husband’s name only, as necessary, *instanter*.

(C) Expenses. Husband shall be solely responsible for paying all expenses of the Marital Residence, including, but not limited to, the Mortgage, property taxes, homeowners’ insurance, repairs, maintenance, and utilities, and Husband shall indemnify, defend, and hold Wife harmless from all such expenses and all liability associated with same. For so long as Wife remains liable for the Mortgage, Husband shall maintain a sufficient homeowners’ insurance policy at the current limits/coverage with Wife also named as co-owner of the policy until she is removed from the title of the Marital Residence, as provided for herein.

(D) Removal of Wife from Mortgage/Ownership Transfer/Sale:

- i. Except as otherwise provided for herein, within six (6) months of the date of the entry of the *Final Decree*, Husband shall take all steps necessary to remove Wife from all liability associated with the Marital Residence, including, but not limited to, the Mortgage and any associated promissory note(s). Husband shall promptly communicate with Wife via email, no less than three (3) weeks in advance of beginning the process to remove Wife from all liability associated with the Marital Residence. Husband shall also continue to keep

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Wife informed throughout the process via email, until she is completely removed.

- ii. Contemporaneously with the removal of Wife from all liability associated with the Marital Residence, including, but not limited to, the Mortgage and any associated promissory note(s), and the payment by Husband of the Cash Equalization Payment to Wife as provided for herein, Husband shall present to Wife a Quitclaim Deed conveying all of Wife's right, title, and interest in the Marital Residence to Husband, and Wife shall execute that Quitclaim Deed and promptly return same to Husband within five (5) business days of his receipt of same. The Quitclaim Deed shall be filed by Husband, within five (5) business days of his receipt of same, with the appropriate governmental authority at his own cost.

(E) Husband's Creditors: For so long as Wife remains liable for the Mortgage, in the event any other creditor of Husband obtains any other lien or encumbrance against the Marital Residence, then Husband shall cause said lien or encumbrance to be immediately removed, and he shall indemnify, defend, and hold Wife harmless from same.

(F) Wife's Creditors: Except for the Mortgage, in the event any other creditor of Wife obtains any other lien or encumbrance against the Marital Residence, then Wife shall cause said lien or encumbrance to be immediately removed, and she shall indemnify, defend, and hold Husband harmless from same.

(G) Escrow Accounts/Security Deposits. As an equitable division of property, Husband shall receive one hundred percent (100%) of all security deposits or funds held in any escrow

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account for the payment of any expense associated with the Marital Residence, free and clear of any claim from Wife.

(H) Within three (3) business days of Husband's receipt of any mail, packages, and/or other similar deliveries at the Marital Residence that are solely addressed to Wife, Husband shall notify Wife via email of same, including any descriptive information such as the sender and any markings on the delivery, and make arrangements for Wife to retrieve same at a mutually agreeable date and location.

6.

EQUITABLE DIVISION – CASH EQUALIZATION PAYMENT TO HUSBAND

As an equitable division of property, within six (6) months of the date of the entry of the *Final Decree*, Husband shall pay to Wife a cash equalization payment in the amount of One Hundred Sixty Thousand Dollars (\$160,000.00), as provided for herein, free and clear of any claim from Husband. To that end, the cash equalization payment shall be made payable to Wife in certified funds (i.e., cashier's check), and securely delivered to Rubin Family Law, LLC, at 400 Interstate N. Parkway SE, Suite 1175, Atlanta, Georgia 30339.

7.

EQUITABLE DIVISION – CASH/BANK ACCOUNTS

As an equitable division of property, Husband shall receive the Charles Schwab Checking (#4538) and Charles Schwab One (#2496) accounts, titled in the parties' joint names, free and clear of any claim from Wife. On and after February 15, 2024, Wife shall not withdraw, transfer, or otherwise remove any funds from said bank accounts. Within thirty (30) days of the entry of the *Final Decree*, Husband shall take any and all steps necessary to remove Wife's name or close said

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accounts, at his sole discretion. As necessary, Wife shall cooperate with Husband to effectuate same.

8.

EQUITABLE DIVISION – OTHER FINANCIAL ACCOUNTS/ASSETS

Except as otherwise provided for herein, as an equitable division of property, each party shall retain any and all other bank, investment, retirement, or other financial accounts, titled in his or her sole name and/or with any non-party, free and clear of any claim from the other party.

9.

EQUITABLE DIVISION – AUTOMOBILE

(A) As an equitable division of property, Wife shall receive the 2013 Nissan Altima, free and clear of any claim from Husband. Wife shall be solely responsible for all expenses associated with the 2013 Nissan Altima, including, but not limited to, insurance, taxes, repairs, maintenance, etc., and she shall indemnify, defend, and hold Husband harmless from same.

(B) As an equitable division of property, Husband shall receive the 2011 Hyundai Sonata, 2009 Toyota Tacoma, and 2016 Polaris Ranger, free and clear of any claim from Wife. Husband shall be solely responsible for all expenses associated with the 2011 Hyundai Sonata, 2009 Toyota Tacoma, and 2016 Polaris Ranger, including, but not limited to, insurance, taxes, repairs, maintenance, etc., and he shall indemnify, defend, and hold Wife harmless from same.

10.

EQUITABLE DIVISION – PERSONAL PROPERTY

(A) As an equitable division of property, Wife shall receive the Reverb bow and arrow set, in Husband's possession, free and clear of any claim from Husband. Husband shall provide same

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to Wife within thirty (30) days of the entry of the *Final Decree*.

(B) As an equitable division of property, Husband shall receive the engagement ring, wedding band, and diamond earrings in Wife's possession, free and clear of any claim from Wife. Wife shall provide same to Husband within thirty (30) days of the entry of the *Final Decree*.

(C) Except as otherwise provided for herein, as an equitable division of property, each party shall have all rights to and ownership of all of his or her other personal property, in his or her possession, custody, and/or control, free and clear of any claim from the other party.

(D) Each party shall be solely responsible for any and all insurance associated with his or her personal property awarded to him or her under this Agreement, and shall indemnify, defend, and hold the other harmless from same.

11.

EQUITABLE DIVISION – DOGS

As an equitable division of property, Husband shall receive the parties' two (2) dogs, free and clear of any claim from Wife. Husband shall be solely responsible for any and all expenses or other liabilities associated with the dogs, and shall indemnify, defend, and hold Wife harmless from same.

12.

EQUITABLE DIVISION – PAYMENT OF OTHER DEBTS AND OBLIGATIONS

(A) Except as otherwise provided for herein, the parties represent that there are no other debts in the joint names of Husband and Wife.

(B) Except as otherwise provided in this Agreement, Husband shall pay and hold Wife harmless for any expenses, debts, costs, claims, liens, attachments, causes of action, settlements,

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taxes and liability 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 attorneys' fees and 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.

(C) Except as otherwise provided in this Agreement, Wife shall pay and hold Husband harmless for any expenses, debts, costs, claims, liens, attachments, causes of action, settlements, taxes and liability 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 attorneys' fees and legal expenses, which may result from her obligations. In the event that any creditor of Wife obtains or attempts to apply a lien against any real or personal property in which Husband has an interest, Wife shall promptly undertake to satisfy that obligation giving rise to the lien.

13.

SUBSEQUENT DEBTS

Except as otherwise set out in this Agreement, 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 herein, within thirty (30) days of the entry of the *Final Decree*, each party shall deliver to the other

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promptly any debit or credit cards in his or her possession for any financial accounts maintained in the name of the other. Except as otherwise provided herein, within thirty (30) days of the entry of the *Final Decree*, all accounts on which both parties are liable shall be closed as soon as possible.

14.

ATTORNEY’S FEES AND EXPENSES OF LITIGATION

Each party shall be solely responsible for and pay his or her own attorney’s fees and expenses of litigation incurred in this matter.

15.

INSURANCE DOCUMENTATION

Upon Wife’s receipt of the 2023 health insurance tax documentation that is required for tax purposes, Wife shall provide a copy of same to Husband.

16.

PERFORMANCE

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.

17.

INCORPORATION INTO FINAL DECREE

This Agreement shall be fully binding on the parties and their heirs, legatees, executors, administrators, and assigns. The parties further agree that this Agreement may be submitted in the divorce proceeding filed in the Superior Court of Gwinnett County, and that this Agreement, if

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approved by said Court, shall be entered as part of a final decree in said action, and shall constitute the sole agreement and decree relating to all matters to which this Agreement refers.

18.

RELEASE

Except for those rights and claims for which this Agreement provides, each party hereby waives and releases any and all marital rights and claims, including, but not limited to, alimony, division of property, dower, 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. Both parties waive any legal right he or she may have to be appointed executor or administrator of the estate of the other except as the deceased party may have designated in his or her Will. All property received or retained by either party under this Agreement, whether or not such property is specifically mentioned herein, shall be and remain the separate property of the party receiving or retaining that property and that property shall be free from any claim by the other or his or her estate.

19.

WAIVER OF BENEFICIARY RIGHTS

Except as provided in this Agreement, each party hereby waives and releases any and all rights and claims he or she may have as a beneficiary of any financial account funds of the other party. In the event that the account owner spouse dies prior to removing the non-account owner spouse as a beneficiary to the account owner spouse's financial account(s), then the non-account owner spouse will be required to turn over all of the benefits or assets that he or she receives from the account owner spouse's financial account(s) to the account owner spouse's estate, *instanter*.

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20.

REVOCATION OF POWERS OF ATTORNEY

In the event either party has signed any powers of attorney during the marriage of the parties appointing the other party as his or her attorney in fact, including, but not limited to, any general powers of attorney, any limited powers of attorney or any health care powers of attorney, the parties agree that, upon execution of this Agreement, any such powers are hereby revoked and voided as a result of the signing of this Agreement.

21.

FREE AND VOLUNTARY

The parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress; that each is mentally competent; that they have read each page of the Agreement carefully before signing same; that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein; that 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 hereto, 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 of the provisions hereof.

22.

SEVERANCE

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

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23.

INDEPENDENT SURVIVAL

The parties each hereby agree that this Agreement shall be submitted in the divorce proceeding filed in the Superior Court of Gwinnett County as the final agreement of the parties with reference to the subject matter contained herein and for incorporation into any final decree rendered in said Civil Action. Whether or not this Agreement is made a part of any such final decree, the terms and provisions hereof are and shall be a binding contract and agreement between the parties as to all matters contained herein. The Divorce Decree shall be in conformity with the provisions here and shall in no respect impair or modify the same. Notwithstanding such incorporation, this Agreement shall not be merged into the Decree, but shall survive the same and shall be binding and conclusive on the parties unless modified by subsequent written agreement of the parties or subsequent court order.

24.

NO WAIVER IF BREACH

This Agreement may only be changed by the parties by mutual agreement, in writing with the same formalities as this Agreement, 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 nature.

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25.

GEORGIA LAW

This Agreement, and the application and interpretation, shall be governed exclusively by the laws of the State of Georgia.

26.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any and all Agreements previously made by them as to the matters referenced herein.

27.

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 past, present, or future rights or claims either may have from or to the other arising out of or in any way incidental to their marriage to each other, including alimony and equitable division of property. Except as otherwise stated herein, each party does hereby waive and relinquish any further right, title, or interest that either has to the property or income of the other party.

28.

DISCOVERY AND DISCLOSURE

Before executing this Agreement, the parties were independently advised of his or her rights, under the Georgia Civil Practice Act, to conduct formal discovery, investigation, and analysis of assets, liabilities, and income of the other party. Except as otherwise provided for herein, each party has accepted the provisions of this Agreement on the basis of information and

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discovery acquired both formally and informally. Both parties acknowledge that further discovery could have been undertaken related to the marital estate. Except as otherwise provided for herein, the parties have waived their respective rights to conduct further discovery and have settled this case using the information now available.

29.

BINDING AGREEMENT

The terms and provisions of this Agreement are binding upon the heirs, successors, assigns, and other representatives of the parties hereto.

30.

RES JUDICATA

This Agreement shall be *res judicata* as to any and all claims compulsory, permissive, or otherwise, including, but not limited to, all contract or tort actions which exist between the parties at the time this Agreement was signed, and which might lawfully have been raised.

31.

RESTORATION OF WIFE'S MAIDEN NAME

Upon the taking of the *Final Decree* in this case, Wife shall be restored to her maiden name of: KIARA D'ATRA ROBERTS.

32.

EFFECTIVE DATE

This Agreement shall become fully effective and binding on the date last written below, which shall henceforth be known as the “date of execution of this Agreement.”

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, as follows:

Agreed to by:

Agreed to by:

Kiara Arena Roberts
Kiara Arena Roberts (Mar 20, 2024 14:16 EDT)

KIARA ARENA ROBERTS
Plaintiff/Wife

Date: 03/20/2024

Acknowledged by:
RUBIN FAMILY LAW, LLC

Evan Michael Arena
Evan Michael Arena (Mar 22, 2024 10:36 EDT)

EVAN MICHAEL ARENA
Defendant/Husband

Date: 03/22/2024

Acknowledged by:
MARK HILL ATTORNEY AT LAW, LLC

Kevin Rubin
Kevin Rubin (Mar 20, 2024 13:34 EDT)

KEVIN J. RUBIN
Georgia Bar No. 922108
kevin@rubinfamilylawllc.com
Attorney for Plaintiff/Wife

Date: 03/20/2024

Terri Wells
Terri Wells (Mar 21, 2024 09:56 EDT)

TERRI WELLS
Georgia Bar No. 590499
associate@attorneymarkhill.com
Attorney for Defendant/Husband

Date: 03/21/2024

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