CAUSE NO. 2026-61348

IN THE MATTER OF THE MARRIAGE OF	§	**IN THE DISTRICT COURT**
	§	
PRISCILLA ALLEN	§	
AND	§	**309th JUDICIAL DISTRICT**
JEREMY ALLEN	§	
	§	
AND IN THE INTEREST OF	§	**HARRIS COUNTY, TEXAS**
ANASTASIA ALLEN, A CHILD		

BINDING MEDIATED SETTLEMENT AGREEMENT

The undersigned parties acknowledge that bona fide disputes and controversies exist between them and hereby voluntarily agree to compromise and settle any and all such claims and controversies that are the subject of this mediated settlement agreement, save and except any issues expressly reserved for hearing by this Court in this agreement. It is understood and agreed that this is a compromise of a pending dispute, and nothing contained herein shall be construed as an admission of fault by any party. The parties wish to avoid potentially protracted and costly litigation. The parties acknowledge that this pending dispute has been voluntarily resolved through a mediation process on the date indicated below. The parties agree that this agreement is fair and equitable to both parties and is in the best interest of the children.

THIS AGREEMENT IS BINDING AND NOT SUBJECT TO REVOCATION AND MEETS THE REQUIREMENTS OF SECTIONS 6.602 and/or 153.0071 OF THE TEXAS FAMILY CODE and SECTION 154.071 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE. A PARTY TO THIS AGREEMENT IS ENTITLED TO JUDGMENT ON THIS MEDIATED SETTLEMENT AGREEMENT.

1. THIS AGREEMENT IS BINDING ON THE PARTIES AND IS NOT SUBJECT TO REVOCATION.

2. The provisions of this Mediated Settlement Agreement shall be effective immediately as a binding and enforceable contract under Texas law. This agreement supersedes any temporary orders or prior agreements between the parties regarding the matters addressed herein.

3. The terms of this settlement are in accordance with any additional page(s) attached as Exhibits.

4. The parties hereto acknowledge that they have the authority to execute this document to be fully binding on behalf of the person indicated as to the issues resolved, and that, unless otherwise specifically set forth, this agreement resolves all issues in this suit.

5. Each signatory hereto warrants and represents:
   a. The signatory has authority to bind the parties for whom the signatory acts; and
   b. The claims, suits, rights, and/or interests that are the subject matter hereto are owned by the party asserting the same and have not been assigned, transferred, or sold and are free of encumbrance.

6. Unless otherwise set forth below, the attorney for Plaintiff/Petitioner shall prepare the initial drafts of proposed orders and documents. The parties understand and agree that this Mediated Settlement Agreement ("MSA") provides the basic outline of their agreement but that this MSA may omit specific details or terms that must be included in an enforceable order or supporting documents based on this MSA. The parties agree to cooperate with each other in the drafting and execution of documents as are reasonably

requested or required to implement the spirit and terms of this agreement. The parties agree, acknowledge, and stipulate that, whether or not this MSA specifically provides the necessary language to make the orders and documents based on this MSA enforceable, the parties intend that, in the drafting process, all appropriate details/requirements necessary for effective and enforceable orders and documents will be included.

7. If this is a family law case, the parties agree, acknowledge, and stipulate that, unless otherwise agreed, the provisions of the latest edition of the Texas Family Law Practice Manual shall be the source for all enabling language.

8. The parties further agree to submit to this Mediator as Arbitrator of this completed MSA, in binding arbitration, any language-drafting disputes relating to the intent of the parties and any issue covered by this agreement. Unless otherwise agreed, each party shall be responsible for ½ of the Arbitrator's fees, to be billed at the rate of $400.00 per hour, in one-hour increments. The Arbitrator shall require a deposit from each party before any arbitration services are rendered. The parties acknowledge that the Mediator may have received confidential information during the course of the mediation and hereby waive any conflict in the Mediator acting as Arbitrator. The Arbitrator may conduct any arbitration by written submission, conference call, or in-person meeting with counsel, with or without the parties, at the discretion of the Arbitrator. If a conference call hearing is held, the Arbitrator may announce an oral ruling to counsel or take the matter under advisement. The parties hereby waive the filing of a written arbitration ruling or award with the court unless expressly requested in writing. This arbitration provision DOES NOT include the resolution of any disputes or enforcement actions after entry of the judgment or orders(s) arising out of the MSA. The Arbitrator shall have the authority to schedule an arbitration conference or hearing in the event that the parties are unable to agree on a mutually convenient time within 14 days of notice from either party to the Arbitrator that arbitration is needed.

9. This agreement is made pursuant to the Alternative Dispute Resolution (ADR) Statutes of the State of Texas and is performable in the county of filing and shall be construed in accordance with the laws of the State of Texas.

10. The parties acknowledge, by their signatures below, that no original documents have been left with the Mediator. In order to protect the confidentiality of the mediation process, the parties authorize the Mediator to dispose of the entire mediation file, including, but not limited to, any spreadsheets and/or Mediator notes, 30 days after the conclusion of the mediation.

11. IT IS ACKNOWLEDGED AND STIPULATED THAT, ALTHOUGH THE MEDIATOR HAS PROVIDED A BASIC FORM FOR THIS SETTLEMENT AGREEMENT AS A COURTESY, THE PARTIES AND COUNSEL HAVE, PRIOR TO EXECUTION, THOROUGHLY REVIEWED THIS DOCUMENT AND HAVE, WHERE DESIRED, MODIFIED IT TO CONFORM TO THEIR UNDERSTANDING OF THE AGREEMENTS REACHED BETWEEN THEM AND THE APPROPRIATE WAY TO SET FORTH SUCH AGREEMENTS. FURTHER, THE MEDIATOR PROVIDED NO LEGAL ADVICE AND BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT THE MEDIATOR GIVE NO LEGAL ADVICE AND CONDUCTED A THOROUGH AND PROPER MEDIATION; AND THAT THE PARTIES AGREE THAT WHILE THEIR ATTORNEYS ADEQUATELY PREPARED FOR AND ADVISED THEIR CLIENTS BOTH BEFORE AND DURING MEDITATION, IT WAS THE PARTIES THEMSELVES THAT DECIDED WHETHER OR NOT TO ACCEPT THIS AGREEMENT OF THEIR OWN VOLITION, AND THAT THE LAWYERS FULLY FULFILLED THEIR OBLIGATIONS PREPARING FOR AND DURING MEDIATION.

12. The terms "Plaintiff", "Petitioner", and "P" will be treated equally as the term for the party that initially filed the lawsuit. The terms "Defendant", "Respondent", and "D/R" will be treated equally as the term for the party against whom the case was filed. The terms "Mother", "Mom", and "M" will all be treated as equal terms for "Mother"; and the terms "Father", "F", "Daddy", "Dad", and "D" will all be treated as equal terms

for “Father”. The terms “Wife” and “W” will be treated as equal terms for “Wife”; and the terms “Husband” and “H” will be treated as equal terms for “Husband”.

13. If this case has yet to be filed, then the parties shall have 90 days from today’s date of signing to file a lawsuit to which this agreement applies. If filed within 90 days, this mediated settlement agreement (MSA) shall be binding. If filed after 90 days, this MSA shall not be binding, unless agreed to by both parties in writing.

14. **GOVERNING LAWS AND LANGUAGE:** If this is a civil law mediation, the parties agree that any civil case orders shall be governed by Texas Civil Laws. If this is a family law mediation, the parties agree that any family law orders shall governed by the Texas Family Code and utilize language from the Texas Family Practice Manual.

15. **FAMILY LAW INTENTION OF THE PARTIES:** The Parties agree that they wish to resolve on final orders all property issues, to be divided in a fair and equitable manner as part of this divorce. There are no children the subject of this suit, and therefore no conservatorship, possession, support, or other parent-child issues exist in this case.

16. **FAMILY LAW CASE, PROPERTY TOPICS:** That parties agree that any family law case shall be based on the Texas Family Code. The parties agree that they wish to be divorced on irreconcilable differences, and that the following is a fair and equitable distribution of the community assets and debts:

    a. **Marital Residence:** The parties own a marital residence at 13 Westwood Drive, Huntsville, Walker County, Texas 77320 (the “Property”). The Property shall be sold and the net proceeds divided in accordance with these terms below. Net proceeds are defined as the gross sales price less the unpaid balance of any mortgage or other lien against the Property, real estate commissions, the expenses of sale, and customary closing costs.

        i. **Monthly Occupancy and Bills:** Until the Property is sold, Wife, BETH NOELLE JONES, shall be responsible for and shall timely pay all utilities for the Property and property insurance premiums pending sale. Until the Property is sold, Husband, DAVID ALLYN JONES, shall be responsible for all yard maintenance at the Property until sale.

        ii. **Repairs:** Only those repairs submitted in writing and agreed to by both parties shall be equally divided. Any repairs done without such documentation or agreement shall not be eligible for reimbursement.

        iii. **Realtor Selection:** The party in sole possession of the residence shall submit within 7 days at least 5 suggested realtors with no conflict of interest. The other party shall select a realtor from that list within 7 additional days. Failure by the party residing in the residence to submit the list of suggested realtors by this deadline shall allow the other party to select any realtor with no conflict of interest. If no realtor has been selected by this deadline, the parties shall arbitrate the matter with the same mediator of this MSA.

    b. **Vehicles:** These vehicles are solely awarded to the below-indicated party, along with all related loans or obligations:
        i. **(DAVID ALLYN JONES):** (a) 2004 Toyota Tundra, VIN 5TBRT34114S454689; (b) 2021 P&T open car trailer, VIN 5JTAC2029MA096257; and (c) 1997 Kawasaki 1100 STX personal watercraft (wave runner), Title No. 13226008639 and Hull Identification No. KAW58682E797, together with the trailer for the personal watercraft.
        ii. **Wife (BETH NOELLE JONES):** 2016 Toyota Prius, VIN JTDKARFU2G3003902.

c. **Financial Accounts - Assets:** Any asset account solely in the name and control of one party shall be awarded to said party. The exceptions to this are:

   i. Any asset account solely in the name and control of one party shall be awarded to said party. This includes, without limitation, all cash and funds on deposit; all profit-sharing, retirement, Keogh, pension, employee stock option, 401(k), and employee savings plans, accrued unpaid bonuses, and disability plans arising by reason of that party's past, present, or future employment; all individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits; all insurance, pensions, and other benefits arising out of union or trade association membership; all policies of life insurance (including cash values) insuring that party; all brokerage and investment accounts, stocks, bonds, mutual funds, and securities registered in that party's name; and all customer bonus program memberships and benefits (frequent flyer miles/points, hotel points, bank or credit card points) in that party's sole name. There are NO exceptions to this provision. No account of either party is to be divided, and no qualified domestic relations order is required.

d. **Financial Accounts - Debts:** Any debt account solely in the name and control of one party shall be awarded to said party. The exceptions to this are:

   i. Any debt account solely in the name and control of one party shall be awarded to said party. Each party shall pay, and shall indemnify and hold the other party and the other party's property harmless from any failure to discharge: (a) the balance due, including principal, interest, and all other charges due or to become due, on any real or personal property awarded to that party or confirmed as that party's separate property; (b) all debts, charges, liabilities, and other obligations incurred solely by that party at any time during the marriage; (c) all encumbrances, ad valorem taxes, liens, assessments, premiums, or other charges due or to become due on the real and personal property awarded to that party; and (d) any and all balances on credit card accounts, retail charge accounts, finance accounts, or bank card accounts in that party's sole name. There are NO exceptions to this provision.

e. **Asset Equalization Payment:** There shall be NO equalization payment. Neither party shall pay the other any equalization sum. The division set forth in this agreement, including the 65%/35% division of the net proceeds of the sale of the marital residence, constitutes the entirety of the equalization between the parties. Husband is to be awarded 65% of the net sales proceeds from the sale of the residence and Wife is to receive 35% of the net sales proceeds from the sale of the residence.

f. **Personal Belongings and Home Furnishings:** The party currently in possession of any personal belongings is solely awarded said belongings, including all household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in that party's possession or subject to that party's sole control, and all clothing, jewelry, and other personal effects in that party's possession or subject to that party's sole control. In addition and without limitation: (a) Wife is awarded all household furniture, furnishings, fixtures, goods, appliances, art objects, collectibles, and other items of tangible personal property located at the residence at 829 Christy Court, Pensacola, Florida 32508; and (b) Husband is awarded all items of tangible personal property located in the parties' storage unit(s).

g. **Pets:** Wife is awarded one (1) cat and one (1) dog, together with any associated registrations, tags, and veterinary records.

h. **Lottery Winnings:** Any and all lottery winnings attributable to any lottery ticket purchased by either party before the date the Agreed Final Decree of Divorce is signed, whether such winnings are claimed, awarded, or paid before or after the date of divorce, are confirmed to be community property and shall be divided equally, with each party receiving one-half (50%) of such winnings, net of any taxes due on the winnings.

i. **Spousal Maintenance:** There shall be NO spousal maintenance and NO contractual alimony. Neither party shall pay the other any spousal maintenance, spousal support, or contractual alimony, and any claim by either party for spousal maintenance under Chapter 8 of the Texas Family Code is waived and denied.

j. **Change of Name:** The name of Wife/Petitioner shall be changed from BETH NOELLE JONES to BETH NOELLE WILLIAMS, and she is authorized to use this name for all purposes. This change of name does not release her from any liability or obligation incurred, or right accrued, under her former name and is not made to defraud or evade any creditor or for any other illegal or improper purpose.

k. **SURRENDER OF UNIFORMED SERVICES IDENTIFICATION CARD:** within twenty (20) days after the Agreed Final Decree of Divorce is signed by the Court, Husband shall mail his Uniformed Services Identification and Privilege Card (DD Form 1173 or successor USID card) to Wife by United States Postal Service certified mail, return receipt requested, for surrender to the issuing agency. Husband shall not use the card, or attempt to obtain any benefit or privilege associated with it, after the date the Decree is signed.

l. **Additional Terms:** The agreed final decree of divorce shall be enforceable as a contract with respect to the partition of the marital estate and each party shall be entitled to specific performance of their respective property rights. The agreed final decree of divorce shall serve as a muniment of title with respect to the award of real and personal property.

AGREED TO AND SIGNED on October 29, 2026.

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Priscilla Allen, Petitioner

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Jeremy Allen, Respondent

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