# IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT, IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

In re the Marriage of:

Case No.: \_\_\_\_\_\_ Division: \_\_\_\_\_\_

TROY BRITTON-HARR Husband, and STEPHANIE ACEVEDO Wife.

### PETITION FOR SIMPLIFIED DISSOLUTION OF MARRIAGE

We, Troy Britton-Harr, Husband, and Stephanie Acevedo, Wife, being sworn, certify that the following information is true:

- 1. We are both asking the Court for a dissolution of our marriage.
- Husband lives in Hillsborough County, Florida, and has lived there since June 4, 2019. Wife lives in Hillsborough County, Florida, and has lived there since June 4, 2019.
- 3. We were married to each other on August 21, 2014 in Charleston, South Carolina.
- 4. Our marriage is irretrievably broken.
- 5. We do not have any minor or dependent children together, the wife does not have any minor or dependent children born during the marriage, **and** the wife is not pregnant.
- 6. We have divided our assets (what we own) and our liabilities (what we owe) by agreement. We are satisfied with this agreement.

{Check one only}

( x) Our marital settlement agreement, Florida Family Law Rules of Procedure Form 12.902(f)(3), is attached. This agreement was signed freely and voluntarily by each of us and we intend to be bound by it.

() Our marital settlement agreement is not in writing. We prefer to keep our financial agreements private.

7. Wife retained her maiden name after marriage and does not seek a name change.

Florida Family Law Rules of Procedure Form 12.901(a), Petition for Simplified Dissolution of Marriage (02/18)

- 8. We each certify that we have not been threatened or pressured into signing this petition. We each understand that the result of signing this petition may be a final judgment ending our marriage and allowing no further relief.
- 9. We each understand that **we both must come to the hearing** to testify about the things we are asking for in this petition.
- 10. We understand that we each may have legal rights as a result of our marriage and that by signing this petition we may be giving up those rights.
- 11. We ask the Court to end our marriage and approve our marital settlement agreement.

Under penalties of perjury, which can include fines and/or imprisonment, I declare that I have read this document and that the facts stated in it are true.

90-
Signature of HUSBAND Troy Britton-Harr
Address: 3607 S Hesperides St
City, State, Zip: Tampa, FL, 33629
Telephone Number: <u>410-212-8651</u>
Fax Number:
E-mail Address(es): macbrittonharr@gmail.com

Under penalties of perjury, which can include fines and/or imprisonment, I declare that I have read this document and that the facts stated in it are true.

Signature of WIFE Stephanie Acevedo			
Address: 6816 S Englewood Ave			
City, State, Zip: Tampa, FL 33611			
Telephone Number: 410-972-5303			
Fax Number:			
E-mail Address(es): acevedostephanie3@gmail.com			

Florida Family Law Rules of Procedure Form 12.901(a), Petition for Simplified Dissolution of Marriage (02/18)

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## Audit trail

Title	Britton-Harr Simplified Petition for Dissolution of Marriage
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### IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

### IN RE: THE MARRIAGE OF TROY BRITTON-HARR Petitioner/Husband,

CASE NO: PENDING

v.

STEPHANIE ACEVEDO Respondent/Wife.

#### MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made in connection with an action for dissolution between Petitioner, TROY BRITTON-HARR (hereinafter "Husband"), and Respondent, STEPHANIE ACEVEDO (hereinafter "Wife"), and who agree as follows:

WHEREAS, the parties hereto were married to each other on or about August 21, 2014 in Charleston, South Carolina.

WHEREAS, no children were born or adopted, and none are expected;

WHEREAS, Petitioner will file a petition for simplified dissolution of marriage in the above case within 10 days of execution of this Agreement, and this Agreement is intended to be introduced into evidence in such action and to be incorporated in a Final Judgment entered therein;

WHEREAS, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

WHEREAS, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property and liabilities;

WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable;

HUSBAND'S INITIALS:

WIFE'S INITIALS: SA

WHEREAS, each party has assented to this Agreement freely and voluntarily, without coercion or duress;

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

- <u>RETIREMENT</u>: Except as otherwise provided herein each party shall receive any and all benefits existing by reason of his or her past, present, or future employment or military service, including but not limited to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, military retired pay, accrued unpaid bonuses, or disability plan, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom and any other rights related thereto. The other party hereby waives and releases any and all claims or interest therein.
- 2. **DISTRIBUTION OF REAL ESTATE:** There exists certain real property, the "marital home", in which one or both parties may claim an interest, this property is located at 2705 Sanders Dr. Tampa, FL 33611, and is more specifically described as follows:

#### **BAYHILL ESTATES LOT 2 BLOCK 9**

The home has been sold and the parties have already split the net proceeds to their mutual satisfaction. The parties are currently working through a dispute with Compass, Inc., related to the sale of the property above. To the extent that the parties owe any unpaid commission or any other fees or costs to Compass, Inc., the parties shall be equally responsible for payment for the defense of and payment for any fees and costs or unpaid commissions to Compass.

exclusive ownership in all marital assets no specifically awarded to the other party in this Agreement and waives all right, title, and interest in said marital assets.

- FINANCIAL ACCOUNTS: During the course of the marriage, the parties have acquired certain financial accounts, to wit:
  - a. Joint USAA Checking xx9041: This account is in both parties' names and shall be closed within fifteen (15) days from the execution of this agreement. The remaining funds in the account, if any, shall be distributed equally between the parties.
  - b. Joint USAA Savings xx9033: This account is in both parties' names and shall be closed within fifteen (15) days from the execution of this agreement. The remaining funds in the account, if any, shall be distributed equally between the parties.
  - c. Wife's Navy Federal Checking xx8333: This account shall be the Wife's sole and separate property and the Husband waives any and all claims to this account.
  - d. Wife's Navy Federal Savings xx6998: This account shall be the Wife's sole and separate property and the Husband waives any and all claims to this account.
  - e. Wife's American Express Checking Card No. xx2003: The Husband shall work with the Wife to remove his name from this account within fifteen (15) days of the execution of this agreement. After which, the account shall be the Wife's sole and separate property and the Husband waives any and all claims to this account. The full balance due on this credit card was paid from the proceeds from the sale of the marital home. Wife shall hold the Husband harmless for any amounts due on this credit card and Wife shall reimburse Husband for any attorney's fees, costs, or monies paid by Husband after the date of execution of this Agreement related to any balance due on this card.
  - f. Wife's Capital One Card No. xx5193: The Husband shall work with the Wife to remove his name from this account within fifteen (15) days of the execution of this agreement. After which, the account shall be the Wife's sole and separate property and the Husband waives any and all claims to this account. The full balance due on this credit card was paid from the proceeds from the sale of the mari-

HUSBAND'S INITIALS:

WIFE'S INITIALS: SA

tal home. Wife shall hold the Husband harmless for any amounts due on this credit card and Wife shall reimburse Husband for any attorney's fees, costs, or monies paid by Husband after the date of execution of this Agreement related to any balance due on this card.

- g. Wife's Discover Card No. xx2777: The Husband shall work with the Wife to remove his name from this account within fifteen (15) days of the execution of this agreement. After which, the account shall be the Wife's sole and separate property and the Husband waives any and all claims to this account. The full balance due on this credit card was paid from the proceeds from the sale of the marital home. Wife shall hold the Husband harmless for any amounts due on this credit card and Wife shall reimburse Husband for any attorney's fees, costs, or monies paid by Husband after the date of execution of this Agreement related to any balance due on this card.
- h. Wife's Chase Card No. xx8147: The Husband shall work with the Wife to remove his name from this account within fifteen (15) days of the execution of this agreement. After which, the account shall be the Wife's sole and separate property and the Husband waives any and all claims to this account. The full balance due on this credit card was paid from the proceeds from the sale of the marital home. Wife shall hold the Husband harmless for any amounts due on this credit card and Wife shall reimburse Husband for any attorney's fees, costs, or monies paid by Husband after the date of execution of this Agreement related to any balance due on this card.
- <u>NON MARITAL OR SEPARATE FINANCIAL ACCOUNTS</u>: The parties shall retain sole and exclusive ownership of any non-marital or separate personal or business accounts not listed above, retaining all balances and holding the other party harmless from any liability for said account(s).

erty") which was previously sold upon mutual agreement of the parties. The 2022 income taxes will be filed jointly by the parties. The Husband will report one hundred percent (100%) of the gain on the Marital Property address, the Wife will report zero (0%) of the gain on the Marital Property address. Each party will continue to diligently work with their accountant to furnish any additional documents necessary pertinent to the capital gains tax. For tax year 2021 the parties will file a joint tax return on or before April 15, 2023, unless otherwise agreed in writing by the parties. The Husband shall be solely responsible for and will indemnify and hold Wife harmless from any related tax consequences 2021. Each year thereafter except for 2022 as discussed above, each party shall file a separate income tax return in accordance with the Internal Revenue Code. The parties shall cooperate with each other and their accountant to provide whatever documentation is necessary for completing any tax returns, including any disclosures which were waived herein for the purposed of Mandatory Disclosure pursuant to Rule 12.285. The Husband shall be solely responsible for and will indemnify and hold Wife harmless from any tax consequences for 2022, 2021, and any other years which result in any obligation for additional payment(s) including 2018 and 2019 which are currently being amended by the parties.

- 7. STUDENT LOAN DEBTS: For Wife's Nelnet student loan totaling approximately
  - 1. \$6.867.60, the Wife shall apply for the Federal student loan forgiveness program once it opens in October 2022. If she does not qualify for the program, or if only part of the loan is forgiven through the program, then the Husband shall pay any and all remaining student loan debt of the Wife.
- 8. <u>AUTOMOBILES AND BOATS</u>. The Wife shall retain ownership of the \_\_\_\_ [year] Volkswagen Tiguan, free and clear of any claims of Husband. The Wife shall be solely responsible for any indebtedness or payments, repairs, tags, maintenance and insurance on said vehicle and shall hold the Husband harmless for said vehicle.

payments, repairs, tags, maintenance and insurance on said vehicle and shall hold the Husband harmless for said vehicle.

Additionally, the Husband shall retain ownership of the boat currently in his possession, free and clear of any claims of Wife. The Husband shall be solely responsible for any indebtedness or payments, repairs, tags, maintenance and insurance on said vehicle and shall hold the Husband harmless for said vehicle.

- 9. FURNISHINGS. FIXTURES AND PERSONALTY: The Husband currently has temporary ownership of Wife's two Restoration Hardware sofas, Red Turkish-style rug, and large abstract painting. Upon the Wife finding a new home and making request for return of these items, the Husband shall transfer all of the above mentioned items to the Wife's possession within seven (7) days of her request for same unless otherwise agreed in writing by the parties.
- 10. <u>FAMILY PETS</u>: During the marriage the parties jointly owned four dogs. The Wife shall retain sole ownership of three of the dogs: "Frankie", "Ziggy", and "Tucker." The Husband shall retain sole ownership of one of the dogs, "Ox." Each party shall have the full financial responsibility of each of the dogs in their possession.
- 11. <u>COURT COSTS AND ATTORNEY'S FEES:</u> Each party shall pay their attorney's fees and costs incurred herein.
- 12. <u>FULL AND COMPLETE DISCLOSURE</u>: Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and nonmarital property, income, assets and liabilities. However, should any obligation or liability not be listed herein, it shall be the responsibility of the party that incurred the liability, who shall indemnify the other party and the property of the other party harmless from liability therefore.
- 13. <u>WAIVER OF MANDATORY DISCLOSURE</u>: The undersigned parties to this action hereby waive the mandatory disclosure required by Rule 12.285, Fla. Fam. F. R. P., as follows:

WIFE'S INITIALS: SA

- a. A financial affidavit in substantial conformity with Florida Family Law Rules of Procedure Form 12.902(b) if the party's gross annual income is less than \$50,000, or Florida Family Law Rules of Procedure Form 12.902(c) if the party's gross annual income is equal to or more than \$50,000.
- b. All Federal and State Income Tax Returns, gift tax returns, and intangible personal property tax returns filed by the party or on the party's behalf for the past three (3) years.
- c. IRS forms, W-2, 1099, and K-1 for the past year, if the income tax return for that year has not been prepared.
- d. Pay stubs or other evidence of earned income for the three (3) months prior to service of the financial affidavit
- a. A statement by the producing party identifying the amount and source of all income received from any source during the three- (3) months preceding the service of the financial affidavit required by this rule if not reflected on the pay stubs produced.
- b. All loan applications and financial statements prepared or used within the 12 months preceding service of that party's financial affidavit required by this rule, whether for the purpose of obtaining or attempting to obtain credit or for any other purpose.
- c. All deeds within the last three (3) years, all promissory notes within the last twelve (12) months, and all present leases, in which the party owns or owned an interest, whether held in the party's name individually, in the party's name jointly with any other person or entity, in the party's name as trustee or guardian for any other person, or in the someone else's name on the party's behalf.
- d. All periodic statements from the last three (3) months for all checking accounts, and from the last twelve (12) months for all other accounts (for example: savings accounts, money market funds, certificates of deposit, etc.) (regardless of whether or not the account has been closed), including those held in the party's name indi-

HUSBAND'S INITIALS:

WIFE'S INITIALS: SA

vidually, in the party's name jointly with any other person or entity, in the party's name as trustee or guardian for any other person, or in someone else's name on the party's behalf.

- e. All brokerage account statements in which either party to this action held within the last twelve (12) months or holds an interest including those held in the party's name individually, in the party's name jointly with any other person or entity, in the party's name as trustee or guardian for any other person, or in the someone else's name on the party's behalf.
- f. The most recent statement for any profit sharing, retirement, deferred compensation or pension plan (for example, IRA, 401(k), 403(b), SEP, KEOGH, or other similar account), in which the party is a participant or alternative payee and the summary plan description for any retirement, profit sharing, or pension plan in which the party is a participant or an alternative payee (The summary plan description must be furnished to the party on request by the plan administrator as required by 29 U.S.C. § 1024(b)(4).)
- g. The declarations page, the last periodic statement, and the certificate for any group insurance for all life insurance policies insuring the party's life or the life of the party's spouse and all current health and dental insurance cards covering either of the parties and/or their dependent children.
- h. Corporate, partnership, and trust tax returns for the last three (3) tax years if the party has an ownership or interest in a corporation, partnership, or trust greater than or equal to thirty (30%) percent.
- i. All promissory notes for the last twelve (12) months, all credit card and charge account statements and other records showing the party's indebtedness as of the date of filing of this action and for the last three (3) months and all present lease agreements, whether owed in the party's name individually, in the party's name jointly with any other person or entity, in the party's name as trustee or guardian for any other person, or in someone else's name on the party's behalf.

HUSBAND'S INITIALS:

WIFE'S INITIALS: SA

- j. All written premarital or marital agreements entered into at any time between the parties to the marriage, whether before or during the marriage. Additionally, in any modification proceeding, each party shall serve on the opposing party all written agreements entered into between them at any time since the order to be modified was entered.
- k. All documents and tangible evidence supporting the producing party's claim of special equity or non-marital status of an asset or debt from the time period from the date of acquisition of the asset or debt to the date of production or from the date of marriage, if based on premarital acquisition.
- 1. Any court orders directing the party to pay or receive spousal or child support.
- 14. Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement.
- 15. Nondischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital and non-marital property, including but not limited to any hold harmless or indemnification provisions, and payment for attorney's fees are specifically intended by the parties to be nondischargeable in the event of bankruptcy.
- 16. <u>ALIMONY</u>: Both parties fully waive any claim for alimony, whether temporary, durational, "bridge-the gap," rehabilitative, permanent, or lump sum. No provision of this Agreement should be construed as payment of alimony by either party.
- 17. <u>HOLD HARMLESS PROVISION.</u>Each party shall indemnify and hold harmless the other party for any taxes, liabilities, deficiencies, assessments, penalties, or interest due upon the filing of taxes and/or the omission of taxable income or claim of erroneous deductions of the applicable party except as provided for elsewhere in this Agreement.
- 18. <u>Attorney is Not Tax Expert</u>. The parties acknowledge that any attorney involved with this Agreement does not claim to be an expert in tax matters. Each party states that he or she either has consulted or has had the reasonable opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this Agreement.

ß₽ HUSBAND'S INITIALS:

WIFE'S INITIALS: SA

- 19. Request for Information and Cooperation. It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within ten days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.
- 20. <u>Preservation of Information</u>. Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital and non-marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.
- 21. <u>No Waiver of "Innocent Spouse."</u> The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Inn cent Spouse" provisions of the Internal Revenue Code.

#### 22. GENERAL PROVISIONS:

- a. <u>Mutual Release</u>. Each party waives, releases, and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.
- b. <u>Resolution of Future Disputes</u>. In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, that party shall make a good faith attempt to submit the dispute to mediation.

HUSBAND'S INITIALS:

WIFE'S INITIALS. SA

- c. <u>Reconciliation</u>. In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated or cancelled in any way without further written agreement of the parties.
- d. <u>No Oral Agreements</u>. The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.
- e. <u>Counsel</u>. Each Party has had the opportunity to consult counsel, and has entered into this agreement freely and voluntarily. Each Party has carefully read this Agreement and is completely aware of its contents and its legal effect. Throughout the negotiation and preparation of this Agreement, the Wife has been represented by Kathleen V. Logan, Esq., and the Husband has been represented by Mark G. Rodriquez, Esq. in these proceedings.
- f. <u>Appearance and Waiver.</u> Both parties agree and acknowledge that since they are proceeding with a Petition for Simplified Dissolution of Marriage, that they may both be required to be present at the final hearing. However, the parties waive the twenty-day statutory waiting period between the date of filing and the date of the entry of the Final Judgment of Dissolution of Marriage (except as agreed herein); and waive the thirty-day notice period prior to the date of the final hearing.
- g. <u>No Waiver of Breach</u>. The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.
- h. <u>Severability</u>. This Agreement is severable, meaning if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.
- i. <u>Other Acts</u>. Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Agreement.

judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.

- CLARIFICATION OF HOLD HARMLESS PROVISIONS: The parties understand that any promise to hold harmless on any debt, liability, or obligation, whether joint or otherwise, is an obligation between the parties themselves ONLY. Such obligation does not pertain to any obligation by any creditor or other third parties with the relation to any debt which may exist between the parties and any such creditor. Therefore, the fact that one party has agreed to hold the other harmless upon any such debt in no way precludes any such creditor or other third-party from enforcing such obligation against either or both parties. Any such enforcement may include, but not be limited to, suit for judgment, reference upon credit bureau reports, garnishment, and levy upon real property, as well as implementation of other such enforcement mechanisms. Additionally, if the party who has been held harmless from a debt herein initiates application for additional credit, the debt for which he or she was held harmless herein will likely be considered by any such potential lender as part of said party's overall debt burden despite said hold harmless agreement. This may result in lender refusing to lend funds to such party. When a party has been held harmless from a debt associated with the purchase of real estate (a mortgage) said party may experience additional limitations being placed upon him or her because of such debt being considered as part of that party's overall debt burden. Such additional limitations may include, but not be limited to, refusal of a lender to lend funds for purchase of real estate or otherwise, inability of said party to obtain certain types of mortgages (e.g., F.H.A. or V.A.), as well as other limitations.
- <u>Remedies for Enforcement</u>. The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties.

HUSBAND'S INITIALS: \_\_\_\_

k.

WIFE'S INITIALS: SA

I, TROY BRITTON-HARR, certify that I have been open and honest in entering this Agreement. I am satisfied with this agreement and intend to be bound by it.

TROY BRITTON-HARR, Petitioner/Husband

02 / 28 / 2023

Date of Signature:

I, STEPHANIE ACEVEDO, certify that I have been open and honest in entering this Agreement. I am satisfied with this agreement and intend to be bound by it.

Stephane Accevedo if ch 28, 2023 DD:31 ESTI STEPHANIE ACEVEDO, Respondent/Wife

Feb 28, 2023

Date of Signature:

HUSBAND'S INITIALS:

WIFE'S INITIALS: SA

# Britton: Acevodo MSA 2-23-2023 PDF

**Final Audit Report** 

2023-02-28

Created:	2023-02-23
Ву:	Kathleen V Logan (kathleen@loganlegalpa.com)
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