

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,  
IN AND FOR ORANGE COUNTY, FLORIDA**

JODIE DETZLER-HARTFELDER,  
Petitioner/Wife,

Case No.: 2021-DR-013769-O  
Division: 38

and

BRIAN HARTFELDER,  
Respondent/Husband.

**MEDIATED MARITAL SETTLEMENT AGREEMENT**

THIS MEDIATED MARITAL SETTLEMENT AGREEMENT made by and between JODIE DETZLER-HARTFELDER, hereinafter referred to as the "Wife" and BRIAN HARTFELDER, hereinafter referred to as the "Husband."

WHEREAS, the Parties are Wife and Husband were married on December 29, 2005, in Florida.

WHEREAS, said separation resulted from irreconcilable marital differences between the Parties, and

WHEREAS, there are no minor children born of this marriage. There are no other children born, adopted or expected of this union

WHEREAS, the Parties desire to define their respective obligations to each other, to resolve amicably certain property rights and obligations arising by virtue of their marriage, and to settle and adjust all rights and claims of inheritance and maintenance recording their understandings and agreements in this Marital Settlement Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, and in consideration of the obligations accepted by the Parties, as well as other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Husband and Wife agree as follows:

**1. GENERAL PROVISIONS:**

**A.** Each is satisfied that they are aware of the financial condition of the other, and the other's assets and liabilities. The Parties understand that discovery or additional discovery could have been performed by the attorneys to locate, value, and discover other potential assets and obligations. However, by settling the case with this Marital Settlement Agreement, the Parties are releasing the attorneys from further obligation to perform discovery or additional discovery and are settling based on their own personal knowledge. This clause is not a release of the obligation of the Parties contained in this paragraph to make a full and complete disclosure to each other.

**B.** Each Party hereto warrants and agrees that he or she has made a full and complete disclosure in their financial affidavits to the other Party of all marital and nonmarital property, income, assets and liabilities.

**C.** The Parties further agree that if an action to set aside this Marital Settlement Agreement is filed, neither Party shall be entitled to further financial discovery until such time as the Marital Settlement Agreement is actually set aside.

**D.** Each Party hereto understands that this Marital Settlement Agreement constitutes the

  
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entire contract, settlement and agreement of the Parties, and supersedes any prior understandings or agreements between them upon the subjects covered in this Agreement; and there are no representations, promises, agreements, or warranties other than as set forth herein, except as to the division of certain properties personally agreed to by the Parties hereto.

E. The Parties have read this Marital Settlement Agreement and have had its terms and consequences explained to them by their respective counsel or have waived their right to counsel and assert that they fully understand the terms and consequences of this Marital Settlement Agreement. Both Husband and Wife believe and hereby acknowledge that this agreement is fair, just, and reasonable. Each of the Parties agrees that they are not currently under the influence of any medication or substance that would affect their ability to fully understand the terms and consequences of this agreement and acknowledge that they are acting without any coercion, undue influence or duress, and thus freely and voluntarily assents to and accepts its terms, conditions, obligations, and mutual agreements; and each is executing this Agreement freely and voluntarily, intending to be bound by the same.

**1. EQUITABLE DISTRIBUTION OF MARITAL PROPERTY:**

The Parties agree that the following distribution of the property, assets and debts is fair and equitable between them.

**2. PROPERTY:**

**A. MARITAL RESIDENCE:** The Parties own the property located at 555 Cedar Forest Circle, Orlando, FL 32828, legally known as:

Lot 40, WATERFORD CHASE VILLAGE, TRACT A, PHASE I, according to the Plat thereof, as recorded in Plat Book 38, Pages 9 and 10, of the Public Records of Orange County, Florida.

Parcel Identification Number: 25-22-31-8993-00400 (the "subject Property")

The Parties agree that the Wife shall have sole right, title and ownership of this property provided that she refinances the home into her sole name removing the Husband from the mortgage and any obligations for the home within 90 days from the date of the distribution of monies from the QDRO as detailed in paragraph 7. The Husband forfeits any and all claim in the property which he has to the Wife provided that she refinances the home into her name removing the Husband from any obligations for the home within 90 days from the date of the distribution of monies from the QDRO as detailed in paragraph 7. The Wife agrees to not add any additional debt to the home until it is refinanced into her sole name.

The Husband shall be 100% responsible to pay the mortgage on the marital residence for the month of August 2022, and every month thereafter until the Wife refinances the marital residence into her sole name or the marital residence is sold whichever event occurs first. The Husband shall receive a reduction in his alimony payment by the amount of the mortgage payment while he is making this payment as detailed in paragraph 11 below.

With the exception of the mortgage payments the Husband is paying as detailed above, the Wife, her estate, assigns and heirs shall be responsible for and shall hold the Husband harmless and indemnify the Husband for any mortgages, loans, or debts on the property, and for any future maintenance on the property, taxes on the property, and any and all other costs related to said property. The Husband agrees to execute a quit claim deed for all of the Husband's interest in the property to be provided to the Wife contemporaneously with the refinancing of the property. The Parties agree to transfer all of the utilities for this property into the Wife's name by August 1, 2022, and the Wife shall be responsible for payment of the utilities, repairs, and maintenance thereafter.

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paragraph 12 and shall hold the Husband harmless for all liabilities, other debts and/or costs associated with the vehicles. The Husband agrees to execute any necessary documents to transfer the title of the vehicle to the Wife within 30 days of signing this agreement.

**7. BANK AND FINANCIAL ACCOUNTS**

**A.** The Parties currently have a joint Chase checking, account number ending in 8182 and a joint Chase checking, account number ending in 9225. The Parties agree that the Husband shall maintain full ownership (100%) of these accounts and the Wife waives all rights to and any benefits to these accounts. The Wife agrees to not remove any monies from these accounts and the Husband shall close these accounts within 10 days of the entry of the Final Judgment and keep 100% of any monies in these accounts on the day that it is closed.

**B.** The Husband shall maintain full ownership (100%) of any bank and financial accounts in the Husband's name not already addressed elsewhere or differently in this agreement. The Wife hereby waives all rights to and any benefits to any financial accounts and bank accounts in the Husband's name not already addressed elsewhere or differently in this agreement.

**C.** The Wife shall maintain full ownership (100%) of any bank and financial accounts in the Wife's name not already addressed elsewhere or differently in this agreement. The Husband hereby waives all rights to and any benefits to any financial accounts and bank accounts in the Wife's name not already addressed elsewhere or differently in this agreement.

**8. PENSION, RETIREMENT, STOCKS AND PROFIT SHARING ACCOUNTS:**

**A.** The Parties have joint Vanguard brokerage account number ending in 5755. The Parties agree that the Husband shall maintain full ownership (100%) of this account and the Wife hereby waives all rights and any benefits to this account. The Wife agrees to not remove any monies from this account. The Husband agrees to remove the Wife's name from the account and the Wife agrees to execute any necessary documentation to remove the Wife's name from the account. If the Wife's name cannot be removed from this account, the Husband agrees to close this account within 30 days of the entry of the Final Judgment and the Husband shall keep 100% of any monies in this account..

**B.** The Wife shall maintain full ownership (100%) of the Edward Jones account. The Husband hereby waives all rights and any benefits of any pensions, profit sharing, retirement accounts, 401(k)'s, and IRA's in the Wife's name.

**C.** The Husband shall maintain full ownership (100%) of his Fidelity Health Savings account, Fidelity 401(k) account number ending 5221, Vanguard IRA account number ending in 5368, Vanguard IRA account number ending in 2698. The Wife hereby waives all rights and any benefits of any pensions, profit sharing, retirement accounts, 401(k)'s, and IRA's in the Husband's name.

**D.** The Parties shall have a Qualified Domestic Relation Order (QDRO) or any necessary documents completed to transfer five hundred thousand dollars, nine hundred and seventeen dollars (\$500,917) from the Husband's Vanguard IRA account number ending in 2698 into the Wife's name. The Parties agree to use Matthew Lundy of Matthew Lundy Law, Telephone number 855-797-6529 to prepare the QDRO or any necessary documents. The Parties agree to cooperate in having the QDRO prepared and completed as quickly as possible and shall retain Matthew Lundy within 10 days of signing this agreement to begin preparing the QDRO or any similar Order. The Husband agrees to be responsible for the cost to have the QDRO or similar order drafted. Other than the \$500,917 being transferred into the Wife's name from the Husband's Vanguard IRA account number ending in 2698, the Husband shall maintain full ownership (100%) of the

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Husband's pensions, profit sharing, retirement accounts, 401(k)'s and IRA's in the Husband's name including the joint Vanguard brokerage, account number ending in 5755. Except for the \$500,917, the Wife hereby waives all rights and any benefits of the Husband's pensions, profit sharing, retirement accounts, 401 (k)'s, and IRA's.

**9. PETS:**

The Wife shall receive the dog named Winnie.

**10. OTHER ASSETS**

The Parties have divided between them to their mutual satisfaction all other articles of personal property which have heretofore been used by them in common and neither Party will make any claim for any such items which are now in the possession or under the control of the other. This includes Household furnishings and personal property of each Party including clothing, jewelry, furniture, electronic equipment, televisions, kitchen utensils, athletic equipment, photographs, and other personal mementos which have already been divided satisfactorily by the Parties and are in each other's possession as of the date of this Agreement. The Parties agree that the Husband will keep the wine collection and the wine cooler.

**11. EQUALIZATION PAYMENT:**

The Husband agrees to pay the Wife the sum of ten thousand dollars (\$10,000) within 10 days of signing this agreement as an equalization payment for the division of assets and debts in this agreement. Said payments shall be made by direct deposit from the Husband's bank account to an account that the Wife shall designate.

**12. DEBTS:**

**A.** The Parties represent to each other and agree that they have not incurred any debts in the other Parties name since the filing of this case.

**B.** The Husband agrees to be responsible for PNC Mustang Loan and Fairwinds Cruze Loan, any and all debts and loans in his name not already addresses elsewhere in this agreement. The Husband agrees to pay the PNC Mustang Loan and Fairwinds Cruze Loan in full within 30 days.

**C.** The Wife agrees to be responsible for any and all debts and loans in her name not already addresses elsewhere in this agreement.

**D.** The Parties understand and agree that they shall not, from the date of separation incur any debts or obligations for either of them for which the other shall be in any manner liable except as provided herein, and each agrees to hold the other harmless from any such debts or obligations and to indemnify the other for any debt, cost or expense which the other might in the future incur.

**E.** The Parties agrees that they shall immediately return to the other any and all credit cards for any accounts in the other Parties name. The Husband shall remove the Wife as an authorized user for any credit cards accounts, loans or debts of any kind in his sole name as of the date of this agreement. The Wife shall remove the Husband as an authorized user for any credit cards accounts, loans or debts of any kind in her sole name as of the date of this agreement.

**F.** Except for obligations set forth herein or obligations secured by assets obtained or retained by the Parties under this Agreement, no other joint obligations of the Parties are known to exist. If a past obligation is discovered, the Party who incurred it shall be responsible for its payment and hold the other harmless from any liability therefore.

**G.** The Parties recognize and understand that this Agreement does not have any effect on their liabilities to any third-Party creditors. It is understood that even though one of the Parties

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might agree to be solely responsible for a joint debt, this does not relieve the other Party's obligation to a third-Party creditor in the event the debt is not actually satisfied by the Party assuming the total responsibility for the debt.

**13. SPOUSAL SUPPORT AND ALIMONY WAIVER:**

The Parties desire and intend by this Agreement to execute a complete, final and permanent settlement and adjustment of all property, support and other financial rights, obligations, interest and claims of every kind and nature arising from, in connection with, or related to the marriage relationship.

A. The Wife shall receive sixty-five hundred dollars (\$6,500) per month in durational alimony from the Husband for eight years (96 consecutive months), however the Husband shall receive a reduction in this monthly amount of these alimony payments by the amount listed below while he continues to make payment for the following:

- 1. The monthly mortgage payment for the property located at 555 Cedar Forest Circle, Orlando, FL 32828, in the amount of three thousand, five hundred, and twenty-three dollars (\$3,523).

The first payment shall be due on August 1, 2022, and shall continue thereafter until the last payment which is due on July 1, 2030. Once the Wife has refinanced the existing mortgage on the marital home located at 555 Cedar Forest Circle, Orlando, FL 32828, into her sole name, or the home is sold, whichever occurs first, the Husband then shall start paying the full amount of alimony as stated above directly to the Wife. Said payments shall be made by direct deposit from the Husband's bank account to an account that the Wife shall designate. This alimony shall terminate upon the death of either party or upon the remarriage of the party receiving alimony and may also be modified or terminated as provided under existing Florida law,.

B. The Husband expressly and forever waives alimony and/or spousal support payments from the Wife in any form, and all claims, if any, for past, present and future support payments and/or alimony from the Wife.

C. It is expressly agreed that any future change in the law that may pertain to alimony or to any other matter as it relates to spousal support or former spousal support will not be retroactively applied or otherwise impair this Agreement to prevent the intent and the purpose expressed herein from being fully enforced. Both Parties acknowledge that his waiver is final and irrevocable and that there are no changes in circumstances which would permit either of them to obtain alimony or any other support or maintenance from the other at any time, no matter how the financial or other circumstance of either Party may change in the future.

**14. INSURANCE:**

A. Each Party will be responsible for his or her own life, home, automobile and all other insurances as of after the date of the entry of the Final Judgment of Dissolution of Marriage.

B. The Husband agrees that he shall be responsible for his own future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses and that he shall be responsible for maintaining his own medical insurance policy after the date of the entry of the Final Judgment of Dissolution of Marriage.

C. The Wife agrees that she shall be responsible for her own future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses and that she shall be responsible for maintaining her own medical insurance policy after the date of the entry of the Final Judgment of Dissolution Marriage.

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**15. TRUST:**

The Parties have a Brian S. Hartfelder Living Trust or similar name and a Jodie A. Detzler-Hartfelder Living Trust, or similar name. The Parties agree to cooperate, provide, and execute any documentation necessary for the termination of these Trusts with fifteen (15) days of the execution of this Marital Settlement Agreement and distribute any assets or financial accounts that were in the Trusts pursuant to this Marital Settlement Agreement. The Parties agree that if the Trust is listed as a beneficiary or owner on any financial accounts or assets, whichever Party is keeping that asset or financial account can change the beneficiary or owner of that asset or financial account to a beneficiary or owner of their choice.

**16. TAXES:**

**A.** The Parties agree that they will file separately for the 2022 tax year and separately for every year thereafter. The Husband will claim the Marital Residence for taxes for the 2022 tax year. The Wife shall be responsible for any tax liabilities and shall receive any tax benefits, credits or refunds associated with her individual tax filings. The Husband shall be responsible for any tax liabilities and shall receive any tax benefits, credits or refunds associated with his individual tax filings.

**B.** To the best of the Parties knowledge, all income tax due on all joint returns previously filed by the Parties is paid in full and no known interest or penalties are due and owing, and no tax deficiency proceeding or audit is pending or threatened.

**C.** The Parties agree that, if possible, all transfers of property as provided for herein shall be accounted for and reported on his or her respective individual tax returns in such a manner so that no gain or loss shall be recognized as a result of the division and transfer of the property as provided for herein. Each Party shall file his or her Federal tax returns and report his or her income and losses thereon, if possible, consistent with the foregoing intent of reporting the division and transfers of property as a non-taxable event.

**D.** Both Parties acknowledge that there may be certain tax consequences as a result of their entering into this Agreement and that the tax laws may dramatically affect the provisions of this Agreement. The Parties also acknowledge that their respective attorneys handling this case have not provided them any advice as to the tax consequences and that their respective attorneys have instead advised them that they should consult with a tax attorney or certified public accountant to satisfy themselves of said tax consequences, if any, prior to the execution of this Agreement. The Parties acknowledge that they have or have had the opportunity to consult with a tax attorney or certified public accountant prior to signing this agreement.

**E.** It is agreed that each Party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) 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.

**F.** 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 "Innocent Spouse" provisions of the Internal Revenue Code.

**17. ATTORNEY'S FEES:**

  
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**A.** Except as detailed otherwise within this agreement, the Husband shall pay the fees of his own counsel, expenses, costs of Court, along with any and all experts, consultation of service fees or expenses incurred by him personally or to his attorney in this action. The Husband also agrees to be responsible for the mediator's fees incurred during the mediation that was held on July 8, 2022, with mediator Kenneth Cotter.

**B.** Except as detailed otherwise within this agreement, the Wife shall pay the fees of her own counsel, expenses, costs of Court, along with any and all experts, consultation of service fees or expenses incurred by her personally or to her attorney in this action.

**18. FINAL JUDGMENT:**

The Final Judgment shall act as conveyance. In the event the necessary documents for the transfer of the real and personal properties indicated herein are not executed, then the Final Judgment of Dissolution of Marriage entered in this matter shall act as a conveyance for such transfer of interests by the Husband or Wife to the other Party.

**19. CHANGE IN FINANCIAL CIRCUMSTANCES:**

The Parties each understand the other's assets, property, income, estate wealth, and liabilities may change in the future, but it is their desire and intent that this Agreement shall control each Party's rights and responsibilities with regard to the assets and liabilities as set forth herein and shall not be modifiable for any reason except as provided within this agreement. This paragraph, however, does not prohibit either Party from seeking a modification of the alimony amount in the future.

**20. SEPARATION AND NON-INTERFERENCE:**

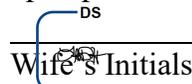
At all times after the execution of this Agreement, including, but not limited to, the period during pendency of dissolution proceedings, the Husband and the Wife while they may continue to reside together shall live separate and apart from each other and each shall be free from any interference, authority, or control, whether direct or indirect, by the other Party to the same extent as if each were unmarried. Each Party recognizes the right of the other to select his or her place of abode. Each Party has the right to conduct any trade, business, or employment. Neither the Husband nor the Wife shall molest, disturb, or interfere with each other in any manner, nor shall they interfere with the peace or comfort of the other.

**21. GENERAL ASSET PROVISION:**

Any marital assets of the Parties, whether the same be in Husband's name, Wife's name, or the joint names of Parties, that are discovered subsequent to the execution of this Agreement or any marital assets that were not disclosed prior thereto, shall be equally divided between the Parties.

**22. BREACH:**

If either Party breaches any provision of this Agreement, the other Party shall have the right, at his or her election, to sue for damages for such breach or seek other remedies or relief as may be available to the aggrieved Party. In the event that legal action is necessitated to enforce a provision of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs. In the event that either Party fails or refuses to execute the necessary documentation required to effect this Agreement of the Parties as contained herein, the Parties agree that the court, upon petition, shall effect a transfer of such property by way of Order or Judgment of the court so

  
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that this Agreement or the Order or Judgment issued shall be self-executing.

**23. SEVERABILITY OF PROVISIONS:**

If any of the provisions of this Agreement are deemed to be invalid or unenforceable, such provision shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision shall be deemed invalid as to its scope, such provision shall be deemed valid to the extent of the scope permitted by law.

**24. DUTY TO PERFORM:**

Unless otherwise provided in this Agreement, the Parties agree to perform all those acts and to execute all those instruments, including but not limited to authorizations, deeds, assignments, releases, waivers, or any other instrument, reasonably requested by the other Party that are necessary to give effect to this Agreement within 15 days of the request for same. The failure of either Party to insist in any one or more instances upon the strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such terms or provisions, and the same shall continue in full force and effect.

**25. EXECUTION OF DOCUMENTS:**

The Parties hereto shall and will at any time or times hereafter make, execute, and deliver any and all documents, instruments, assurances, and things as shall reasonable be required for the purpose of giving full force and effect to the instrument and the covenants, conditions and provisions hereof.

Pursuant to Florida Statutes 61.075(4), all of the transfers or conveyances of assets reflected in this Agreement shall be self-executing and, when incorporated by reference into the Final Judgment, this document shall have the effect of a duly executed instrument of conveyance with regard to all said assets.

**26. RELEASE AND WAIVER OF ESTATE:**

**A.** Except as otherwise provided in this Agreement, each Party waives any and all claims, demands, rights, title or interest that he or she may have or hereafter acquire in any present or future asset of the other. This release includes, but is not limited to, the right to elect to take against any will or codicil of the other Party; the right to share in the other Party's estate; the right to act as executor, administrator, or personal representative of the other Party's estate; the right to claim dower, inheritance, descent, distribution, or any other rights or claims arising out of the marital relationship; the right to share in any life insurance, pension, retirement benefits of the other; the right to share in any litigation awards or proceeds the other may receive; and the right to share in any other arrangement whereby death benefits would ordinarily be paid to that Party, or his estate, by reason of the natural or accidental death of the other Party to this Agreement. This release is binding on the executors, administrators, personal representatives, heirs, and assigns of each of the Parties.

**B.** Except as contained in the provisions of this Agreement, each of the Parties to this Agreement hereby covenants and agrees that he or she shall not hereafter assert or seek to obtain or receive any benefit or advantage of any estate, right, title, claim, demand, obligation, responsibility or liability, and releases, discharges and renounces in any proceedings of whatsoever kind or character which may hereafter be instituted or pending in any court or tribunal in the state

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of Florida or elsewhere.

C. The Parties hereto recognize that the beneficiary designation on assets including but not limited to IRA's, 401K's, bank and investment accounts, and life insurance policies may control the disposition of such assets despite any language to the contrary in this Agreement, or the intent of the Parties, or the divorce of the Parties. Therefore, each Party understands and agrees that if this Agreement requires that a certain beneficiary (or beneficiaries) be designated for an asset or assets, all beneficiary designations on all such assets shall be reviewed and changed, if necessary, to ensure the proper persons are designated as required under this agreement within 30 days of the date of the signing of this Agreement. The Parties further understand that even if this Agreement does not require that a certain beneficiary be designated for such asset, each Party should still review all beneficiary designations on all such assets that they own (or that they will own under the terms of this Agreement), and change the beneficiary designation, if necessary, to ensure that such assets go to the person or persons to whom the owning Party desires.

**27. FULL AGREEMENT:**

Each Party agrees that this Agreement constitutes the entire Marital Settlement Agreement of the Parties. This Agreement supersedes any prior understandings or agreements between them, whether or not the matters were covered in this Agreement. No representations or warranties exist other than those set forth herein. The Parties acknowledge that this Agreement constitutes the full, complete, and final settlement of all claims of any nature whatsoever that either Party may have against the other, now or in the future, except as expressly provided for herein.

**28. REPRESENTATION BY INDEPENDENT COUNSEL:**

A. The Husband has reviewed this Marital Settlement Agreement with his Attorney, Jessica Leibowitz, Esquire, and he fully understands the facts and has been informed as to his legal rights or obligations pursuant to the laws of Florida and this Agreement. The Husband acknowledges that his attorney is not an insurer of the terms and conditions of the Agreement and is not an insurer that the other Party will comply with the provisions of the Agreement. The Husband represents that he is fully satisfied with his attorney in all respects, including the amount charged for services and costs in connection with this case.

B. The Wife has reviewed this Marital Settlement Agreement with her Attorney, Taylor Toppel, Esquire, and she fully understands the facts and has been informed as to her legal rights or obligations pursuant to the laws of Florida and this Agreement. The Wife acknowledges that her attorney is not an insurer of the terms and conditions of the Agreement and is not an insurer that the other Party will comply with the provisions of the Agreement. The Wife represents that she is fully satisfied with her attorney in all respects, including the amount charged for services and costs in connection with this case.

**29. POWERS OF ATTORNEY AND LIVING WILLS WITHDRAWN:**

Any and all Powers of Attorney, living wills, advance directives, and like documents signed at any point by either Party giving the other Party the authority to act on his or her behalf, whether limited or general are hereby WITHDRAWN and of no further force or effect as of the signing of this agreement.

**30. RECONCILIATION:**

In the event of reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the Parties.

  
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**31. ACCEPTANCE, REJECTION OR MODIFICATION BY COURT:**

Each Party has had the opportunity to be informed with regard to the Laws of Florida and with respect to the power of the Court to accept, reject or modify the terms of this Agreement.

**32. SURVIVAL OF AGREEMENT:**

This Agreement may be offered into evidence by either Party in an action for dissolution of marriage, and may be incorporated by reference in a final 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.

**33. MISCELLANEOUS:**

The Parties also agree that this document is the result of joint negotiations between the Parties hereto, and that this Agreement shall not be construed more strongly against or for either Party based on who drafted the agreement.

Nothing contained in this Agreement is intended to waive either of the Parties' right to be allowed to receive Social Security benefits based on the other Party's work record if they should otherwise be eligible.

All provisions of this Agreement shall be enforceable in a court of competent jurisdiction by any available method, and both Parties agree to submit themselves to the jurisdiction of said court for this purpose.

The term "dissolution of marriage" shall be deemed to include the term "divorce" or any other term used by other jurisdiction which effectuate the termination of the Bonds of Matrimony.

**34. HEADINGS:**

The Parties agree that the underlined headings set forth in this Agreement are for the convenience of the Parties only and shall not, in any way, affect the interpretation of this Agreement or of any terms and provisions contained herein.

**35. COPIES:**

Complete paper or electronic copies of this Agreement shall be considered originals.

**36. MODIFICATION OR AMENDMENT:**

A. No addendum, modification or waiver of any of the terms of this Agreement shall be effective, unless in writing, signed by both Parties and executed in the same manner as this Agreement.

**37. FINAL HEARING:**

The Parties agree to move forward with having a Final Judgment entered.

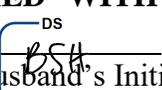
**38. INTERPRETATION:**

No clause in this agreement shall be construed for or against a Party because that Party's attorney drafted it. This Agreement shall be interpreted in accordance with the Laws of the State of Florida.

**I CERTIFY THAT I HAVE BEEN OPEN AND HONEST IN ENTERING INTO THIS MARITAL SETTLEMENT AGREEMENT. I AM SATISFIED WITH THIS**

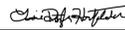
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**AGREEMENT AND INTEND TO BE BOUND BY IT.**

Dated: 7/8/2022

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**I CERTIFY THAT I HAVE BEEN OPEN AND HONEST IN ENTERING INTO THIS MARITAL SETTLEMENT AGREEMENT. I AM SATISFIED WITH THIS AGREEMENT AND INTEND TO BE BOUND BY IT.**

Dated: 7/8/2022

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Husband's Initials  
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**DETZLER-HARTFELDER v. HARTFELDER****Married: 12/27/2005****Filed: 11/18/2021**

<i>Asset/Debt</i>	<i>Value</i>	<i>Assignment</i>
Chase Joint Checking #8182 (November 19, 2021)	\$51,486.08	H
Chase Joint Checking #9225 (November 18, 2021)	\$1,532.60	H
Chase Checking Business #2233 (November 30, 2021)	\$6,623.64	H
PNC Spend Checking #5534 (November 12, 2021)	\$1,095.20	W
PNC Reserve Checking #5542 (November 12, 2021)	\$100	W
PNC Growth Checking #5569 (November 30, 2021)	\$4,000.26	W
Fairwinds Spending #6612 (November 30, 2021)	\$661.43	H
Fairwinds Savings #6604 (November 30, 2021)	\$300.46	H
Marital Home	\$585,000	W
Timeshares Animal Kingdom and Alani	\$20,000	H
2018 Ford Mustang	\$22,000	W
2017 Chevy Cruze	\$16,000	W
Wine Cooler and Collection	\$9,000	H
	<b>\$717,800</b>	
Wife's Edward Jones (July 8, 2022)	\$101,711.00	W
Fidelity Health Savings #4444 (November 30, 2021)	\$691.00	H
Fidelity 401K #5221 (September 30, 2021)	\$307,256.00	H
Vanguard IRA #5368 (September 2021)	\$65,880.00	H
Vanguard IRA #2698 (September 2021) Minus 408,000 non marital	\$844,479.00	H
Vanguard IRA #5755 (November 30, 2021)	\$56,385.00	H
	<b>\$1,376,402.00</b>	
Fairwinds Mortgage (November 8, 2021)	\$408,800	W
Capital One Credit Card #5559 (March 13, 2022)	\$2,418.98	W
Capital One Credit Card #6402 (March 21, 2022)	\$3,282.01	W
PNC Mustang Loan #1982 (November 30, 2021)	\$13,485.00	H
Fairwinds Cruze Loan #5967 (November 30, 2021)	\$6,461.00	H
Disney Timeshare Alani	\$2,109	H
AMEX #2003 (November 10, 2021)	\$3,013	H
Capital One #7353 (November 15, 2021)	\$1,990	H
	<b>\$441,560</b>	

Husband Total Assets Received	\$1,354,296
Wife Total Assets Received	\$739,906
Husband Total Debts Received	(\$27,058)
Wife Total Debts Received	(\$414,501)
Husband Net Worth	\$1,327,238
Wife Net Worth	\$325,405
Equalizing Payment Owed from Husband to Wife	\$510,917

**EXHIBIT A**