



IAFL Introduction to European Family Law Conference

Friday 12 June 2026

16:15 – 17:00 Modern Families

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Shelley Hounsell, K.C. has 26 years of experience practicing family law, including, legal education, and dispute resolution. Her clients include people with local and international family law issues, many of whom are business owners. She is passionate about legal education and policy development, and she regularly collaborates with provincial and national advisory groups on law reform. Currently she is the secretary for the IFAL Canadian Chapter, and a member of the international committees with a focus on Sexual Orientation and Gender and Family Violence. For almost 10 years she has been involved with the Canadian Bar Association's National Family Law Section and in this role she has led discussions on law reform and responses to legislation before Parliament and the Senate. Shelley often presents at international and national conferences, and recent conference include: the ISFL conference (Antwerp, Belgium), the ABA fall conference (Montreal, QP), and within Canada at the National Family Law Program and the Nova Scotia annual CBA conference. Shelley is an adjunct professor at the Schulich School of Law where she teaches child protection law, and family law, business and estates. She works at the law firm of Pressé Mason in Bedford, Nova Scotia, Canada.

RUTH KALNITSKY ROTH

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Ruth Kalnitsky Roth is a partner in the Family Law Group at Torkin Manes LLP in Toronto, Canada, with nearly 20 years of experience in complex family law matters. A Fellow of the International Academy of Family Lawyers, her practice focuses on high net worth and high-conflict cross-border disputes, including international child abduction in both Hague and non-Hague jurisdictions.

Ruth regularly handles urgent and sensitive matters involving jurisdictional issues and conflicts of law. Her experience navigating cultural and legal complexities informs her approach to matters engaging concerns such as coercion, family violence and similar claims. She regularly appears at all levels of court in Ontario and is also experienced in mediation and arbitration. Ruth is admitted to practice in Ontario (Canada), California, and Washington, D.C.

EVAN R MARKS

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Evan R. Marks is the founding partner of Marks & West, P.A. in Miami, Florida. An AV-rated attorney with 45 years of courtroom experience, Mr. Marks is Board Certified in Family Law by the Florida Bar, a Florida Supreme Court Certified Family Mediator, an Accredited Collaborative Law Professional, and a Fellow and the President-Elect Designate of the U.S.A. Chapter of the International Academy of Family Lawyers.

He has served as President of the Florida Bar Family Law Section, President of the Collaborative Family Law Institute of South Florida, President of the North Dade Bar Association, and President of the First Family Law American Inn of Court—Miami Chapter. Mr. Marks also taught for many years at the Florida Bar Family Law Section's Certification Review Course and has been recognized as a distinguished faculty member at the Florida College of Advanced Judicial Studies.

In 2021, he received the Florida Academy of Collaborative Professionals' Visionary Award. Mr. Marks is a frequent writer and speaker on family law topics.

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President, European Chapter. President Elect, European Chapter 2021 - February 2023; IAFL Vice President 2016-2021; Parliamentarian 2014-15. Has a wide experience in all kinds of family law matters. Practice includes mainly divorces and financial relief (maintenance, divisions and prenuptial agreements), both contentious and non-contentious. Many of these disputes involve complex and financial aspects, often with an international element. Since 2007 also deals with cross border disputes and works closely with accredited family law specialists in the United Kingdom and the United States of America. Is an accredited family lawyer and member of the Dutch Association of Family Law Lawyers and Divorce Mediators (vFAS).

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

Case No. 2025-007449-FC-04 (39)

IN RE: THE MARRIAGE OF
LAKEETA VACCARO HILL,
Plaintiff,
vs.
TYREEK DSHAUN HILL,
Defendant.

**VERIFIED THIRD AMENDED COMPLAINT FOR ASSAULT, BATTERY,
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS AND CONTINUING
DOMESTIC VIOLENCE; AND DEMAND FOR TRIAL BY JURY**

Plaintiff LAKEETA VACCARO HILL ("Plaintiff"), by and through her undersigned counsel, files this Verified Third Amended Complaint¹ for Assault, Battery, Intentional Infliction of Emotional Distress and Continuing Domestic Violence and against Defendant TYREEK DSHAUN HILL ("Defendant"). For her Complaint, Plaintiff alleges as follows:

¹ On September 4, 2025, Plaintiff filed her Motion for Leave to Amend to file her Verified Amended Petition for Dissolution of Marriage (DIN 145), which the Court granted on September 17, 2025 (DIN 152). Plaintiff's allegations in support of her Petition for Dissolution are unchanged and therefore are not repeated herein. This amended pleading amends only Plaintiff's tort claim allegations.

PARTIES

1. Plaintiff, LAKEETA VACARRO HILL, is a natural person over the age of eighteen years, a resident of Miami-Dade County, Florida and the wife of the Defendant, TYREEK DSHAUN HILL.

2. Defendant, TYREEK DSHAUN HILL, is a natural person over the age of eighteen years, a resident of Miami-Dade County, Florida, and the husband of Plaintiff, LAKEETA VACARRO HILL.

3. This Court has subject matter jurisdiction pursuant to Article V, Section 20 of the Florida Constitution and section 26.012, Florida Statutes, because the damages sought exceed \$50,000, exclusive of costs, interest and attorneys' fees. Venue is proper because Defendant resides in Miami-Dade County.

COMMON ALLEGATIONS

4. The parties began a romantic relationship around 2018.

5. The parties became engaged to be married on or about July 4, 2021.

6. At the time of the engagement, Plaintiff was a recent college graduate and Defendant was a professional football player employed by the Kansas City Chiefs.

7. The engagement was on and off until November 2023, when Defendant flew to Plaintiff's hometown of Austin, Texas to meet her and express his undying commitment to her and unreserved desire to marry her.

8. Defendant told Plaintiff that he was in love with her, indeed, that he had fallen in love with her at first sight, and that he knew from the moment he first saw her that she would one day become his wife.

9. Defendant told Plaintiff she was the love of his life.

10. Defendant told Plaintiff that when he was with her, he was a better person, and he wanted to be a better person.

11. Defendant told Plaintiff that he wanted to settle down, marry her and start a family.

12. Eventually Defendant persuaded Plaintiff to marry him.

13. Defendant told Plaintiff that he did not need and did not want her to sign a prenuptial agreement prior to their nuptials.

14. The parties were married in a small but meaningful ceremony on November 8, 2023.

15. Within a month after the marriage, however, Defendant reversed course and began to insist that Plaintiff sign a postnuptial agreement.

16. On information and belief, this change of position was the result of his advisors insistence that he should compel Plaintiff to sign a postnuptial agreement.

17. Thereafter, Defendant repeatedly, and in increasingly insistent and sometimes violent ways, would raise the issue of Plaintiff signing a postnuptial agreement.

18. Defendant often raised the topic of a postnuptial agreement after receiving a phone call from his advisor(s).

19. Plaintiff declined to sign a postnuptial agreement.

20. Defendant's behavior toward her frequently became explosive, violent and aggressive when he raised the topic of a postnuptial agreement with her.

21. Defendant consistently pressured Plaintiff to sign a postnuptial agreement, becoming increasingly aggressive, violent, and demanding over time.

22. Defendant threatened Plaintiff to coerce her into signing a postnuptial agreement. He told Plaintiff that if she did not sign a postnuptial agreement, he would divorce her.

23. On January 23, 2024, Defendant, without notice or discussion with Plaintiff, filed a divorce petition.

24. Days later, on January 26, 2024, the Defendant's advisors sent a draft postnuptial agreement to Plaintiff, which is attached as Exhibit "A."

25. The draft postnuptial agreement Defendant's advisor presented for Plaintiff to sign provided that Plaintiff would give up all rights in exchange for a one-time payment of \$100,000. See Ex. A.

26. In addition, the draft postnuptial agreement provided that Plaintiff would release Defendant of any claims of negligent or intentional infliction of emotional duress during their marriage in exchange for \$1.00. See Ex. A.

27. The draft postnuptial stated:

8.2 DAMAGES FOR EMOTIONAL DISTRESS. NEITHER PARTY INTENDS TO CAUSE THE OTHER EMOTIONAL DISTRESS DURING THE MARRIAGE. HOWEVER, IN THE EVENT EITHER PARTY SHOULD NEGLIGENTLY OR INTENTIONALLY CAUSE THE OTHER EMOTIONAL DISTRESS DURING THE MARRIAGE, THE PARTIES RECOGNIZE THAT ANY DAMAGES FLOWING THEREFROM ARE HIGHLY SPECULATIVE IN NATURE. IT IS THEREFORE AGREED THAT IN THE EVENT EITHER PARTY IS FOUND, IN ANY JUDICIAL PROCEEDING, TO HAVE NEGLIGENTLY OR INTENTIONALLY INFLICTED EMOTIONAL DISTRESS UPON THE OTHER DURING THE MARRIAGE, THE OTHER PARTY SHALL BE ENTITLED TO AN AWARD OF ONE AND NO/100THS DOLLARS (\$1.00) FOR EACH ACT OR OMISSION FOUND TO HAVE CAUSED EMOTIONAL DISTRESS. SUCH AWARD SHALL CONSTITUTE FULL SATISFACTION OF ANY CLAIMS FOR INTENTIONAL OR

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS. SUCH AN AWARD SHALL BE PAYABLE OUT OF THE SEPARATE PROPERTY OF THE PARTY INFLICTING THE SAME; OR IF NO SEPARATE PROPERTY EXISTS AT THE TIME OF THE AWARD, THE PARTY UPON WHOM THE EMOTIONAL DISTRESS WAS INFLICTED SHALL BE ENTITLED TO A DISPROPORTIONATE SHARE OF THE COMMUNITY PROPERTY MEASURED AS PROVIDED ABOVE.

(emphasis in original).

28. Plaintiff did not believe that the postnuptial agreement that Defendant's advisor sent her was fair, so she hired an attorney to negotiate a fair agreement.

29. Defendant refused to provide funds for Plaintiff to have a lawyer to represent her in connection with any negotiation of the postnuptial agreement.

30. Plaintiff did not sign the postnuptial agreement.

31. Defendant refused to provide funds for Plaintiff to have a lawyer to represent her in the divorce that he filed on January 23, 2024.

32. Defendant soon voluntarily dismissed the divorce petition. He told Plaintiff that he wanted to remain married to Plaintiff.

33. Even after dismissing the divorce petition, however, Defendant continued to pressure, harass and threaten Plaintiff to sign the postnuptial agreement and grew increasingly frustrated each time she refused.

34. Defendant told Plaintiff that she would face consequences if she did not sign the postnuptial agreement.

35. In spring of 2024, Plaintiff became pregnant with the parties' child who was born in November 2024.

36. During the pregnancy, Plaintiff felt more vulnerable and more fearful of Defendant.

37. Defendant exploited this vulnerability and attempted to isolate Plaintiff from her family.

38. Defendant's repeated demands that Plaintiff sign the postnuptial agreement were accompanied by physical violence, verbal humiliation, threats, lockouts, physical restraint and demands that she leave the home.

39. This continued during the pregnancy and formed part of a coercive course of conduct intended to intimidate Plaintiff, isolate her, and force her to sign the postnuptial agreement on Defendant's terms.

40. On or around May 15, 2024, while the parties were riding together in a vehicle, Defendant insisted that Plaintiff get out and threatened her when she refused.

41. Defendant then called Plaintiff's mother from the vehicle who was working in Texas at the time.

42. While on the phone, Defendant continued his menacing and threatening behavior to force Plaintiff out of the vehicle.

43. He told Plaintiff's mother on the phone that she should tell Plaintiff to get out of his car and that if Plaintiff continued to refuse she would get hurt, and that he had friends who would "hurt" Plaintiff. Defendant told Plaintiff's mother that Plaintiff was "not safe" with him.

44. Defendant's repeated aggressive demands that Plaintiff sign the postnuptial agreement, accompanied by physical violence, verbal humiliation, and threats of divorce continued following the birth of the parties' child.

45. Defendant's physical and verbal abuse of Plaintiff occurred in the presence of the minor child and in the presence of Defendant's other minor children, including during the January 30, 2024, incidents that occurred when Defendant's young son D. was present at or immediately outside the guest house and was exposed to domestic violence and its immediate aftermath.

46. Defendant's sustained pattern of verbal humiliation, threats of divorce, and efforts to force Plaintiff from the marital residence escalated through April 7, 2025, culminating in the parties' separation after Defendant violently attacked Plaintiff and her mother.

47. On or about April 7, 2025, the parties were in their condominium in Sunny Isles, Florida. Plaintiff's mother and the couple's baby daughter were also present.

48. Defendant had been out all night very late the night before and he slept on the couch. Then, in the morning of April 7, Defendant came into Plaintiff's office and, as he confronted her, began to lose control.

49. Defendant's behavior escalated, he put his hands on Plaintiff violently, shoved Plaintiff, grabbed Plaintiff, and threw her laptop computer.

50. Defendant verbally humiliated Plaintiff, called her vulgar names, and ordered Plaintiff and her mother to "get the fuck out of my house."

51. When Plaintiff did not leave, Defendant stated "Let me get my daughter and get the fuck out of here. Let me get my daughter and get the fuck out of here. I'm going to get my daughter now and get the fuck out."

52. Defendant violently pushed Plaintiff aside, pushed Plaintiff's elderly mother to the floor, and grabbed the baby from her crib where she was sleeping.

Defendant took the baby into the hallway by the elevator and onto the 35th floor balcony of the condominium and threatened to leave with her.

53. These vents were not isolated incidents. Throughout the marriage, Defendant repeatedly committed acts of physical violence against Plaintiff, including but not limited to spitting in Plaintiff's face, attempting forcibly to remove Plaintiff's wedding ring from her finger, grabbing Plaintiff, pushing Plaintiff, shoving Plaintiff, pinching Plaintiff, throwing Plaintiff to the ground, twisting and tugging on Plaintiff's intimate body parts, ripping Plaintiff's hair, grabbing Plaintiff's jewelry and clothing, and physically cornering and restraining Plaintiff against her will.

54. Defendant committed acts of violence against Plaintiff while she was pregnant with the parties' child, on the day before she gave birth to their child, and in the presence of the Defendant's minor child from a prior relationship.

55. Throughout the marriage, Defendant committed acts of emotional and verbal abuse against Plaintiff, including but not limited to name-calling, belittling behavior, verbal humiliation, ordering Plaintiff to "get out" of the house, ordering Plaintiff out of the car, threatening Plaintiff and forcibly pushing Plaintiff out of the car.

56. Defendant knew that his conduct was wrongful and dangerous because, before the acts alleged herein, he had engaged in similar violent conduct against another intimate partner, including punching and choking her while she was pregnant.

57. In 2015, he pleaded guilty to domestic battery by strangulation and was required to complete anger management and a "batterers intervention" program as part of his sentence.

58. At all material times, Plaintiff and Defendant were spouses and family or household members within the meaning of section 741.28, Florida Statutes.

59. The assaults, batteries, aggravated batteries, false imprisonment, and other criminal acts resulting in physical and psychological injury alleged in this Complaint constitute acts of domestic violence as defined in section 741.28, Florida Statutes.

COUNT I **BATTERY**

60. Plaintiff realleges and incorporates the Common Allegations as though fully set forth.

61. On or about **January 11, 2024**, the parties were together at their guest house in Southwest Ranches, Florida.

62. Defendant demanded that Plaintiff sign a postnuptial agreement, and the parties argued with Defendant using threatening language.

63. Defendant became angrier and more aggressive, throwing Plaintiff's clothing and personal belongings around the room.

64. Defendant intentionally and without Plaintiff's consent violently pushed and shoved Plaintiff, knocking her to the floor, standing over her, and cornered her physically.

65. During this attack, Defendant knowingly and intentionally, against Plaintiff's will, impeded Plaintiff's normal breathing or circulation of blood by applying pressure to Plaintiff's throat or neck and/or by blocking Plaintiff's nose or mouth, thereby committing battery by strangulation as defined in section 784.031, Florida Statutes.

66. Defendant ripped Plaintiff's necklace from around her neck causing a physical injury including a cut and bruise.

67. Defendant's contact with Plaintiff was intentional, harmful, or offensive, and unconsented. Plaintiff did not provoke or otherwise authorize Defendant's conduct.

68. Defendant's conduct constitutes intentional misconduct and gross negligence under section 768.72, Florida Statutes, supporting punitive damages.

69. On March 19, 2026, this Court entered its Order Granting In Part, Denying In Part Plaintiff's Motion To Amend Verified Petition To Assert Punitive Damages Claims (DIN 349), authorizing Plaintiff to seek punitive damages in connection with this claim for relief.

70. As a direct and proximate result of Defendant's conduct, Plaintiff sustained physical injuries, pain and suffering, humiliation, mental anguish, emotional distress, and other damages.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, punitive damages, taxable costs, pre- and post-judgment interest as allowed by law, and such further relief as the Court deems just and proper.

COUNT II **BATTERY**

71. Plaintiff realleges and incorporates the Common Allegations as though fully set forth.

72. On or about **January 20-21, 2024**, the parties were together at the Hotel Paramour in Orlando, Florida.

73. Defendant told Plaintiff that he was going out all night, and she could remain alone in the parties' hotel room.

74. The next morning Defendant came into the parties' hotel room and found Plaintiff packing with her belongings on the bed.

75. Defendant became angry and began throwing Plaintiff's belongings around the room, including but not limited to her laptop, clothing and other items as she was packing to leave.

76. Defendant intentionally and without Plaintiff's consent violently attacked her, threw her to the floor, twisted her intimate body parts, ripped out her hair and grabbed at anything on her person he could seize

77. Defendant's contact with Plaintiff was intentional, harmful, or offensive, and unconsented. Plaintiff did not provoke or otherwise authorize Defendant's conduct.

78. Defendant's conduct constitutes intentional misconduct and gross negligence under section 768.72, Florida Statutes, supporting punitive damages.

79. On March 19, 2026, this Court entered its Order Granting In Part, Denying In Part Plaintiff's Motion To Amend Verified Petition To Assert Punitive Damages Claims (DIN 349), granting Plaintiff leave to seek punitive damages in connection with this claim for relief upon a proper showing.

80. As a direct and proximate result of Defendant's conduct, Plaintiff sustained physical injuries, pain and suffering, humiliation, mental anguish, emotional distress, and other damages.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, punitive damages, taxable costs, pre- and post-judgment interest as allowed by law, and such further relief as the Court deems just and proper. Plaintiff reserves the right to seek leave to request punitive damages in connection with this claim for relief.

COUNT III
BATTERY

81. Plaintiff realleges and incorporates the Common Allegations as though fully set forth.

82. On or about **January 30, 2024**, the parties were together at the guest house in Southwest Ranches, Florida, where they were packed and ready to leave to attend the Pro Bowl.

83. The parties were inside the guest house arguing about the postnuptial agreement while Defendant's young son D. sat outside in the car.

84. Defendant threatened Plaintiff that if she did not sign the postnuptial agreement, he and his entourage would go to the Pro Bowl without her.

85. Defendant then left in the car with D., but soon returned, reentered the guest house, and resumed arguing with Plaintiff while D. remained immediately outside, exposing a young child to the domestic violence and its immediate aftermath.

86. Defendant intentionally and without Plaintiff's consent attacked Plaintiff, shoved a marijuana "blunt" in her face, told her to get her suitcase and get out of the house, threw Plaintiff's suitcase out the door and threw Plaintiff out the door before locking it behind her.

87. Defendant's contact with Plaintiff was intentional, harmful, or offensive, and unconsented. Plaintiff did not provoke or otherwise authorize Defendant's conduct.

88. Defendant's conduct constitutes intentional misconduct and gross negligence under section 768.72, Florida Statutes, supporting punitive damages.

89. On March 19, 2026, this Court entered its Order Granting In Part, Denying In Part Plaintiff's Motion To Amend Verified Petition To Assert Punitive Damages Claims

(DIN 349), granting Plaintiff leave to seek punitive damages in connection with this claim for relief upon a proper showing.

90. As a direct and proximate result of Defendant's conduct, Plaintiff sustained physical injuries, pain and suffering, humiliation, mental anguish, emotional distress, and other damages.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, punitive damages, taxable costs, pre- and post-judgment interest as allowed by law, and such further relief as the Court deems just and proper. Plaintiff reserves the right to seek leave to request punitive damages in connection with this claim for relief.

COUNT IV **BATTERY**

91. Plaintiff realleges and incorporates the Common Allegations as though fully set forth.

92. On or about **January 30, 2024**, after Defendant locked Plaintiff out of the guest house in Southwest Ranches, Florida, Plaintiff called a locksmith and regained access to the guest house.

93. Plaintiff was inside the guest house when she heard Defendant outside, and she went into the bathroom to hide.

94. Defendant found Plaintiff in the bathroom and violently attacked her. Defendant intentionally and without Plaintiff's consent pushed Plaintiff, shoved Plaintiff, cornered Plaintiff, and restrained her, and attempted to physically remove Plaintiff's wedding ring from her finger.

95. Defendant's contact with Plaintiff was intentional, harmful, or offensive, and unconsented. Plaintiff did not provoke or otherwise authorize Defendant's conduct.

96. By cornering Plaintiff, restraining her, and forcibly confining her against her will and without lawful authority, Defendant also falsely imprisoned Plaintiff, a felony under Florida law.

97. Defendant's conduct constitutes intentional misconduct and gross negligence under section 768.72, Florida Statutes, supporting punitive damages.

98. On March 19, 2026, this Court entered its Order Granting In Part, Denying In Part Plaintiff's Motion To Amend Verified Petition To Assert Punitive Damages Claims (DIN 349), granting Plaintiff leave to seek punitive damages in connection with this claim for relief upon a proper showing.

99. As a direct and proximate result of Defendant's conduct, Plaintiff sustained physical injuries, pain and suffering, humiliation, mental anguish, emotional distress, and other damages.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, punitive damages, taxable costs, pre- and post-judgment interest as allowed by law, and such further relief as the Court deems just and proper. Plaintiff reserves the right to seek leave to request punitive damages in connection with this claim for relief.

COUNT V
BATTERY

100. Plaintiff realleges and incorporates the Common Allegations as though fully set forth.

101. On or about **May 1, 2024**, the parties were in their vehicle around 10:00 p.m. on North Bay Road in Miami Beach, Florida. Defendant was driving and Plaintiff was in the passenger seat.

102. Defendant became angry, yelled and screamed at Plaintiff, threw her shoe out the window, and ordered her to get out of the car.

103. Defendant pulled over and intentionally and without Plaintiff's consent shoved and pushed her toward the car door while yelling at her to get out of the car.

104. Plaintiff opened the door and got out of the car because she was afraid, and Defendant drove away without returning.

105. Defendant's contact with Plaintiff was intentional, harmful, or offensive, and unconsented. Plaintiff did not provoke or otherwise authorize Defendant's conduct.

106. Plaintiff was pregnant at the time of Defendant's conduct, and Defendant knew or should have known of Plaintiff's pregnancy. Defendant thereby committed an aggravated battery under section 784.045(1)(b), Florida Statutes.

107. Defendant's conduct constitutes intentional misconduct and gross negligence under section 768.72, Florida Statutes, supporting punitive damages.

108. On March 19, 2026, this Court entered its Order Granting In Part, Denying In Part Plaintiff's Motion To Amend Verified Petition To Assert Punitive Damages Claims (DIN 349), granting Plaintiff leave to seek punitive damages in connection with this claim for relief upon a proper showing.

109. As a direct and proximate result of Defendant's conduct, Plaintiff sustained physical injuries, pain and suffering, humiliation, mental anguish, emotional distress, and other damages.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, punitive damages, taxable costs, pre- and post-judgment interest as allowed

by law, and such further relief as the Court deems just and proper. Plaintiff reserves the right to seek leave to request punitive damages in connection with this claim for relief.

COUNT VI **ASSAULT**

110. Plaintiff realleges and incorporates the Common Allegations as though fully set forth.

111. On or around **May 15, 2024**, Defendant called Plaintiff's mother on the telephone while Defendant and Plaintiff were riding together in a car and Defendant was driving.

112. Defendant had insisted Plaintiff get out of the vehicle, but Plaintiff declined.

113. During the call, Defendant told Plaintiff's mother to tell Plaintiff to get out of the car "before she gets hurt," said that he had friends who would "hurt" Plaintiff, and stated that Plaintiff was "not safe" with him.

114. At the time Defendant made those threats, he had the apparent ability to carry them out, and his words and conduct created in Plaintiff a well-founded fear that violence against her was imminent.

115. Defendant's conduct constituted an intentional and unlawful threat, by word or act, to do violence to Plaintiff, coupled with an apparent ability to do so, which created in Plaintiff a well-founded fear of imminent violence.

116. Defendant's conduct constitutes intentional misconduct and gross negligence under section 768.72, Florida Statutes, supporting punitive damages.

117. As a direct and proximate result of Defendant's conduct, Plaintiff sustained fear, mental anguish, emotional distress, humiliation, and other damages.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, punitive damages, taxable costs, pre- and post-judgment interest as allowed by law, and such further relief as the Court deems just and proper. Plaintiff reserves the right to seek leave to request punitive damages in connection with this claim for relief.

COUNT VII
BATTERY

118. Plaintiff realleges and incorporates the Common Allegations as though fully set forth.

119. On or around **July 12, 2024** the parties were together in their hotel room near Bristol, Connecticut.

120. Defendant had been yelling at, criticizing, and verbally humiliating Plaintiff throughout the day because she was not doing what he wanted.

121. Several of Defendant's other children and family members were waiting for them in the hotel lobby.

122. Plaintiff was sitting on the couch charging her phone. She told Defendant that she was not going out because she was pregnant and not feeling well.

123. Defendant intentionally and without Plaintiff's consent picked up Plaintiff's phone and threw it at her, hitting her in the face.

124. He then threw a punch and attempted to strike Plaintiff's pregnant stomach, but she deflected it.

125. Defendant also ripped at Plaintiff's hair, pulling some out, and grabbed her purse and flung it across the room.

126. Defendant's contact with Plaintiff was intentional, harmful, or offensive, and unconsented. Plaintiff did not provoke or otherwise authorize Defendant's conduct.

127. Plaintiff was pregnant at the time of Defendant's conduct, and Defendant knew or should have known of Plaintiff's pregnancy. Defendant thereby committed an aggravated battery under section 784.045(1)(b), Florida Statutes.

128. Defendant's conduct constitutes intentional misconduct and gross negligence under section 768.72, Florida Statutes, supporting punitive damages.

129. On March 19, 2026, this Court entered its Order Granting In Part, Denying In Part Plaintiff's Motion To Amend Verified Petition To Assert Punitive Damages Claims (DIN 349), authorizing Plaintiff to seek punitive damages in connection with this claim for relief.

130. As a direct and proximate result of Defendant's conduct, Plaintiff sustained physical injuries, pain and suffering, humiliation, mental anguish, emotional distress, and other damages.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, punitive damages, taxable costs, pre- and post-judgment interest as allowed by law, and such further relief as the Court deems just and proper. Plaintiff reserves the right to amend to seek punitive damages in connection with this claim for relief.

COUNT VIII **BATTERY**

131. Plaintiff realleges and incorporates the Common Allegations as though fully set forth.

132. On or about **November 24, 2024** the parties were at their condominium in Sunny Isles Beach, Florida, preparing to leave for the Miami Dolphins game.

133. Plaintiff was very pregnant and, as it turned out, in the early stages of labor. She gave birth to the parties' daughter the next day.

134. The parties were in the bedroom and other family members were in the living area of the condominium.

135. Defendant became angry with Plaintiff and lost control. He intentionally and without Plaintiff's consent spit in Plaintiff's face.

136. Defendant's contact with Plaintiff was intentional, harmful, or offensive, and unconsented. Plaintiff did not provoke or otherwise authorize Defendant's conduct.

137. Defendant's conduct constitutes intentional misconduct and gross negligence under section 768.72, Florida Statutes, supporting punitive damages.

138. Plaintiff was pregnant at the time of Defendant's conduct, and Defendant knew or should have known of Plaintiff's pregnancy. Defendant thereby committed an aggravated battery under section 784.045(1)(b), Florida Statutes.

139. As a direct and proximate result of Defendant's conduct, Plaintiff sustained physical injuries, pain and suffering, humiliation, mental anguish, emotional distress, and other damages.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, punitive damages, taxable costs, pre- and post-judgment interest as allowed by law, and such further relief as the Court deems just and proper. Plaintiff reserves the right to amend to seek punitive damages in connection with this claim for relief.

COUNT IX **BATTERY**

140. Plaintiff realleges and incorporates the Common Allegations as though fully set forth.

141. On or about **April 7, 2025**, the parties were in their condominium in Sunny Isles, Florida. Plaintiff's mother and the couple's baby daughter were also present.

142. Defendant had been out late, possibly all night, and had slept on the couch the night before.

143. Defendant came into Plaintiff's office, confronted her and began to lose control. His conduct escalated, and he violently put his hands on Plaintiff, shoved her, grabbed her, forcibly restrained her, and threw her computer.

144. Defendant's contact with Plaintiff was intentional, harmful, or offensive, and unconsented. Plaintiff did not provoke or otherwise authorize Defendant's conduct.

145. By forcibly restraining Plaintiff and confining her against her will and without lawful authority, Defendant also falsely imprisoned Plaintiff, a felony under Florida law

146. Defendant's conduct constitutes intentional misconduct and gross negligence under section 768.72, Florida Statutes, supporting punitive damages.

147. As a direct and proximate result of Defendant's conduct, Plaintiff sustained physical injuries, pain and suffering, humiliation, mental anguish, emotional distress, and other damages.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, punitive damages, taxable costs, pre- and post-judgment interest as allowed by law, and such further relief as the Court deems just and proper. Plaintiff reserves the right to amend to seek punitive damages in connection with this claim for relief.

COUNT X
INTENTIONAL INFLICTION
OF EMOTIONAL DISTRESS

148. Plaintiff realleges and incorporates the Common Allegations and the allegations of the preceding Counts as though fully set forth herein.

149. Defendant's conduct was intentional or, at minimum, reckless.

150. As set forth above, Defendant engaged in a sustained course of physical violence, threats, humiliation, intimidation, isolation, and coercive control directed at Plaintiff and, at times, others in Plaintiff's presence.

151. Defendant's conduct was extreme, outrageous, beyond all bounds of decency, and is regarded as atrocious and utterly intolerable in a civilized community.

152. Defendant's conduct intentionally or recklessly caused severe emotional distress to Plaintiff.

153. Defendant's conduct constitutes intentional misconduct and gross negligence under section 768.72, Florida Statutes, supporting punitive damages.

154. As a direct and proximate result of Defendant's intentional infliction of emotional distress, Plaintiff suffered severe emotional trauma, mental anguish, humiliation, fear, and related damages.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, punitive damages, taxable costs, pre- and post-judgment interest as allowed by law, and such further relief as the Court deems just and proper. Plaintiff reserves the right to amend to seek punitive damages in connection with this claim for relief.

COUNT XI
CONTINUING DOMESTIC VIOLENCE
(§ 768.35, FLA. STAT.)

155. Plaintiff realleges and incorporates the Common Allegations and the allegations of the preceding Counts as though fully set forth herein.

156. Plaintiff is a victim of domestic violence, as defined in section 741.28, Florida Statutes, and Defendant is the perpetrator responsible for that violence.

157. Over an extended period of time during the parties' marriage, Defendant engaged in continuing domestic violence against Plaintiff, as defined in section 741.28, Florida Statutes, including assaults, batteries, aggravated batteries, acts of forcible restraint and confinement, including false imprisonment, and other criminal offenses resulting in repeated physical and psychological injuries.

158. Defendant's continuing domestic violence was part of a coercive course of conduct intended to intimidate, isolate, and force Plaintiff to submit to Defendant's demands, including his demand that she sign a postnuptial agreement.

159. As a result of Defendant's continuing domestic violence, Plaintiff suffered repeated physical and psychological injuries over an extended period of time, including bodily injury, physical pain, humiliation, mental anguish, fear, and emotional distress.

160. Pursuant to section 768.35, Florida Statutes, Plaintiff has a cause of action against Defendant for continuing domestic violence and may recover compensatory and punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, punitive damages, taxable costs, pre- and post-judgment interest as allowed by law, and such further relief as the Court deems just and proper. Plaintiff reserves the right to amend to seek punitive damages in connection with this claim for relief.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues so triable as of right.

Attachments: [PROP AGMT.pdf](#)

----- Forwarded message -----

From: **Christi Bright** <christi@thebrightfamilylawcenter.com>

Date: Fri, Jan 26, 2024 at 4:40 PM

Subject: Attachment

To: <keetavaccaro@gmail.com>

Keeta - Attached is the Post-Nuptial Agreement that has been prepared for your review and signature. Since I represent Tyreek, I cannot advise you and therefore you will need to obtain an attorney to assist you to finalize.

PLEASE VERIFY THAT YOUR REPLY TO THIS EMAIL
INCLUDES: team@thebrightfamilylawcenter.com

Thank you!

Christi L. Bright, Attorney

[14221 Metcalf Ave., Suite 210](#)

[Overland Park, KS 66223](#)

913.239.9966 office

913.239.0303 fax

www.thebrightfamilylawcenter.com

"Bringing Light into Dark Situations"

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MARITAL PROPERTY AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS MARITAL PROPERTY AGREEMENT (THIS “AGREEMENT”) CHANGES COMMUNITY PROPERTY (IF ANY) OF THE PARTIES TO SEPARATE PROPERTY, IDENTIFIES CERTAIN EXISTING SEPARATE PROPERTY THAT THE PARTIES WISH TO MAINTAIN AS SEPARATE PROPERTY, AND PROVIDES THAT FUTURE INCOME FROM EXISTING SEPARATE PROPERTY SHALL BE SEPARATE PROPERTY RATHER THAN COMMUNITY PROPERTY. THIS AGREEMENT MAY HAVE ADVERSE CONSEQUENCES DURING MARRIAGE AND ON TERMINATION OF THE MARRIAGE BY DEATH OR DIVORCE. FOR EXAMPLE:

IF YOU SIGN THIS AGREEMENT, THE COMMUNITY PROPERTY (IF ANY) BEING CONVERTED TO SEPARATE PROPERTY WILL BECOME SUBJECT TO THE SOLE MANAGEMENT, CONTROL, AND DISPOSITION OF THE PARTY TO WHOM THE SEPARATE PROPERTY IS PARTITIONED. IN THAT EVENT, THE SPOUSE TO WHOM A PROPERTY IS NOT PARTITIONED WILL LOSE ANY EXISTING COMMUNITY PROPERTY, EQUITABLE DISTRIBUTION OR OTHER RIGHTS TO MANAGE, DISPOSE OF AND SHARE IN THE INCOME FROM THE PROPERTY. IF YOU DO NOT SIGN THIS AGREEMENT, YOU WILL GENERALLY RETAIN THE RIGHTS OF MANAGEMENT OVER, DISPOSITION OF AND INCOME FROM COMMUNITY PROPERTY OR MARITAL ESTATE GENERALLY AVAILABLE TO SPOUSES. FURTHER, THIS AGREEMENT WILL CAUSE FUTURE INCOME FROM CERTAIN EXISTING SEPARATE PROPERTY TO BE SEPARATE PROPERTY. IF YOU DO NOT SIGN THIS AGREEMENT, FUTURE INCOME FROM THE EXISTING SEPARATE PROPERTY WILL BE COMMUNITY PROPERTY OR MARITAL PROPERTY.

IF YOU SIGN THIS AGREEMENT AND YOUR MARRIAGE IS SUBSEQUENTLY TERMINATED BY DEATH, THE SPOUSE WHO DIES AND OWNS SEPARATE PROPERTY ESTABLISHED BY THIS AGREEMENT MAY GENERALLY DIRECT THAT SEPARATE PROPERTY AS HE OR SHE PLEASURES BY WILL OR OTHERWISE. ON THE OTHER HAND, IF YOU DO NOT SIGN THIS AGREEMENT, YOUR UNDIVIDED ONE-HALF COMMUNITY PROPERTY INTEREST (IF ANY) IN THE PROPERTY BEING PARTITIONED INTO SEPARATE PROPERTY PURSUANT TO THIS AGREEMENT WILL CONTINUE TO BE OWNED BY YOU, REGARDLESS OF THE PROVISIONS OF THE WILL OF THE FIRST SPOUSE TO DIE. FURTHER, IF YOU SIGN THIS AGREEMENT AND YOUR MARRIAGE IS TERMINATED BY DIVORCE, NO “JUST AND RIGHT” DIVISION OR EQUITABLE DISTRIBUTION OF THE SEPARATE PROPERTY CREATED BY THIS AGREEMENT MAY BE MADE BY THE DIVORCE COURT. RATHER, THE DIVORCE COURT WILL BE REQUIRED TO AWARD TO EACH SPOUSE HIS OR HER SEPARATE PROPERTY, WITH NO OPPORTUNITY FOR A DISPROPORTIONATE DIVISION BY

THE COURT. ON THE OTHER HAND, IF YOU DO NOT SIGN THIS AGREEMENT, A TEXAS DIVORCE COURT WILL GENERALLY BE ABLE TO AWARD COMMUNITY PROPERTY TO THE SPOUSES ON THE BASIS OF A “JUST AND RIGHT” DIVISION OR EQUITABLE DISTRIBUTION, TAKING INTO CONSIDERATION A NUMBER OF FACTORS THAT MAY RESULT IN AN UNEQUAL DIVISION OF COMMUNITY PROPERTY OR MARITAL PROPERTY BETWEEN THE SPOUSES.

THE PARTIES ACKNOWLEDGE AND AGREE THAT EACH HAS HAD THE OPPORTUNITY TO RETAIN HIS/HER OWN ACCOUNTANT, CERTIFIED PUBLIC ACCOUNTANT, TAX ADVISOR, TAX ATTORNEY, BUSINESS APPRAISER AND/OR CERTIFIED BUSINESS APPRAISAL EXPERT WITH REFERENCE TO THE TAX IMPLICATIONS AND VALUATION ISSUES OF THIS AGREEMENT. FURTHER, NEITHER PARTY HAS RELIED UPON ANY TAX AND/OR APPRAISAL ADVICE THAT MAY OR MAY NOT HAVE BEEN GIVEN BY THEIR RESPECTIVE ATTORNEYS.

THIS MARITAL PROPERTY AGREEMENT is executed and effective this ____ day of January, 2024 (the “Effective Date”) by and between TYREEK D’SHAUN HILL (hereinafter referred to as “Husband”) and LA KEETA JO ANN VACCARO (hereinafter referred to as “Wife”).

WHEREAS, Husband and Wife (hereinafter sometimes referred to jointly as “parties” and individually as a “party”) hereby acknowledge and agree they are married persons who married each other on November 8, 2023 in Travis County, Texas; and

WHEREAS, Husband and Wife both reside in and are domiciled in Broward County, Florida.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the provisions, agreements, covenants and promises hereinafter contained and the payment of the sum of \$100,000 referenced in Section 1.5 herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby the parties hereto agree as follows:

ARTICLE 1

Purposes

1.1 In General. The parties make this Agreement for the purpose of clarifying ownership of property and liability for indebtedness, both now and in the future; and for the purpose of minimizing future conflict concerning the division and distribution of assets and liabilities in the event of a dissolution of marriage or death of either party during the marriage.

1.2 Preservation of Separate Property. The parties intend to identify and preserve their separate property and the income therefrom during marriage. The parties further intend to waive and

relinquish certain rights which each of them would otherwise obtain in community property and the other party's separate property.

1.3 Partition and Exchange. This Agreement shall constitute a partition and exchange to each party, respectively, of all the rights and properties covered herein. Those rights and properties set aside to Wife are partitioned to her in exchange for those rights and properties set aside and partitioned to Husband. Those rights and properties set aside to Husband are partitioned to him in exchange for those rights and properties set aside and partitioned to Wife.

1.4 Children of Husband and Wife. Husband has several minor children from prior relationships. Wife has no children by a prior marriage or otherwise and is not currently expecting a child.

Both parties acknowledge this Agreement does not govern child support and that any child support shall be determined consistent with the applicable law.

1.5 Wife's Lump Sum Payment. On the date of signing this Agreement, and as additional consideration, Husband shall pay unto Wife, in lump sum cash, a sum equal to \$100,000, which shall constitute Wife's Separate Property.

ARTICLE 2

Declaration and Preservation of Separate Property

2.1 Husband's Separate Property. The properties now owned by Husband and which the parties intend to forever be Husband's separate property are set forth in **Schedule 1** of this Agreement, entitled "Husband's Separate Property," which is attached hereto and made a part hereof for all purposes. Husband's Separate Property may include, without limitation, (a) property (real and personal, vested or contingent, choate or inchoate), (b) accounts (bank accounts, mutual or money market, brokerage or otherwise), (c) pensions, retirement accounts, (d) interests in trusts (whether as grantor, settlor, beneficiary or trustee), (e) corporations and business interests including but not limited to real estate development, real estate construction, real estate management, real estate investments, (f) investments, (g) life insurance, (h) annuities, (i) real estate, (j) royalties, (k) jewelry, (l) automobiles, (m) copyrights, trademarks, and other intangible property rights of any type including, without limitation, cryptocurrencies, non-fungible tokens, web3, and other similar digital assets, (n) all creative and/or intellectual property of either party, including without limitation, common law and statutory copyrights, trademarks and patents, and all rent, royalties, rights and income earned or derived therefrom; (o) all professional and/or celebrity goodwill of either party and all income earned or derived therefrom; (p) all interests in any professional license, degree, career, or any other earnings-enhancing status (professional or otherwise); (q) compensation for personal injuries; (r) any legal or beneficial interests of a party in any trusts created with Separate Property including all proceeds earned as trustee; and (s) all present or future, vested or contingent right, title, beneficial interests and entitlements in any

existing or future trusts and all forms of property as well as any property funded by loans from any trust.

Husband's separate property set forth in **Schedule 1** of this Agreement shall be and is hereby declared to be the separate property of Husband, and Wife agrees never to make a claim against any of such properties. Wife agrees that the amounts disclosed in connection with the property disclosures on **Schedule 1** are approximate and may vary in the future due to the inability to precisely determine fair market values with respect to some of the properties disclosed. Husband agrees to indemnify and hold Wife and her property harmless from all liabilities and obligations reflected on **Schedule 1** and to defend her from any claims made against her property in connection with such liabilities and obligations. Husband has attempted to identify the title of his separate property to correctly reflect the ownership of such property on **Schedule 1** or Exhibit A to **Schedule 1**, as the case may be. The parties agree that no error or mistake in the inclusion of Husband's separate property on **Schedule 1** or Exhibit A to **Schedule 1** shall affect the validity of this Agreement. Further, after the Effective Date of this Agreement, the parties agree that Husband may re-title and/or contribute any separate property owned by Husband (including his separate property reflected on **Schedule 1** or Exhibit A to **Schedule 1**) as he desires, whether to be held in the name of Husband, an irrevocable or revocable trust, or in an entity, all for the benefit of Husband or others he may designate.

All properties that Husband may acquire subsequently (a) by gift, devise, or inheritance (including, but not limited to, beneficial trust interests), (b) with the proceeds from the sale of his separate property, (c) by reason of an exchange of his separate property (including, without limitation, all stock splits and stock dividends payable on account of his separate property stock), (d) in the form of the income and revenue hereafter referred to in Article 6.1 of this Agreement, (e) by appreciation whether active (including the contribution of marital labor by either party) or passive, or (f) by obligations binding only on his separate property, shall also be his separate property, and Wife agrees never to make a claim against any of such properties.

There are no jointly titled properties or community property of Husband and Wife.

2.2 **Wife's Separate Property.** The properties now owned by Wife and which the parties intend to forever be Wife's separate property are set forth in **Schedule 2** of this Agreement, entitled "Wife's Separate Property," which is attached hereto and made a part hereof for all purposes. Wife's Separate Property may include, without limitation, (a) property (real and personal, vested or contingent, choate or inchoate), (b) accounts (bank accounts, mutual or money market, brokerage or otherwise), (c) pensions, retirement accounts, (d) interests in trusts (whether as grantor, settlor, beneficiary or trustee), (e) corporations and business interests including but not limited to real estate development, real estate construction, real estate management, real estate investments, (f) investments, (g) life insurance, (h) annuities, (i) real estate, (j) royalties, (k) jewelry, (l) automobiles, (m) copyrights, trademarks, and other intangible property rights of any type including, without limitation, cryptocurrencies, non-fungible tokens, web3, and other similar digital assets, (n) all creative and/or intellectual property of either party, including without limitation, common law and statutory copyrights, trademarks and patents, and all rent, royalties, rights and income earned or derived therefrom; (o) all professional and/or celebrity goodwill of

either party and all income earned or derived therefrom; (p) all interests in any professional license, degree, career, or any other earnings-enhancing status (professional or otherwise); (q) compensation for personal injuries; (r) any legal or beneficial interests of a party in any trusts created with Separate Property including all proceeds earned as trustee; and (s) all present or future, vested or contingent right, title, beneficial interests and entitlements in any existing or future trusts and all forms of property as well as any property funded by loans from any trust.

Wife's separate property set forth in **Schedule 2** of this Agreement shall be and is hereby declared to be the separate property of Wife, and Husband agrees never to make a claim against any of such properties. Husband agrees that the amounts disclosed in connection with the property disclosures on **Schedule 2** are approximate and may vary in the future due to the inability to precisely determine fair market values with respect to some of the properties disclosed. Wife agrees to indemnify and hold Husband and his property harmless from all liabilities and obligations reflected on **Schedule 2** and to defend him from any claims made against his property in connection with such liabilities and obligations. Wife has attempted to identify the title of her separate property to correctly reflect the ownership of such property on **Schedule 2** or Exhibit B to **Schedule 2**, as the case may be. The parties agree that no error or mistake in the inclusion of Wife's separate property on **Schedule 2** or Exhibit B to **Schedule 2** shall affect the validity of this Agreement. Further, after the Effective Date of this Agreement, the parties agree that Wife may re-title and/or contribute any separate property owned by Wife (including her separate property reflected on **Schedule 2** or Exhibit B to **Schedule 2**) as she desires, whether to be held in the name of Wife, an irrevocable or revocable trust, or in an entity, all for the benefit of Wife or others she may designate.

All properties that Wife may acquire subsequently (a) by gift, devise, or inheritance (including, but not limited to, beneficial trust interests), (b) with the proceeds from the sale of her separate property, (c) by reason of an exchange of her separate property (including, without limitation, all stock splits and stock dividends payable on account of her separate property stock), (d) in the form of the income and revenue hereafter referred to in Article 6.1 of this Agreement, or (e) by obligations binding only on her separate property, shall also be her separate property, and Husband agrees never to make a claim against any of such properties.

There are no jointly titled properties or community property of Husband and Wife.

2.3 **Other Separate Property Not Listed.** Any property owned by a party as of the date of marriage and/or as of the date of this Agreement which is not listed in either **Schedule 1** (with respect to the property of Husband) or **Schedule 2** (with respect to the property of Wife) is and shall remain the separate property of the party who owned it prior to marriage and/or as of the date of this Agreement.

2.4 **Partition of Community Property.** Husband and Wife have been married since November 8, 2023. To the extent there is any community property commingled in the assets listed on each party's schedule of separate property, any community property listed on **Schedule 1** of this Agreement is hereby partitioned to Husband as his separate property, and any community property

listed on Schedule 2 of this Agreement is hereby partitioned to Wife as her separate property. There are no jointly titled assets. Any appreciation (whether active or passive) of either party's premarital assets and liabilities shall remain the separate property of the titled party.

2.5 Mutation, Appreciation, Increase and Income. The mutation, appreciation, increase and income from separate property occurring during marriage shall remain the separate property of the party owning the original separate property, including but not limited to property mutated, acquired or accruing under the following circumstances:

- a. The increase in market value of separate property whether active (as a result of the contribution of marital effort or financial contribution of either party) or passive;
- b. The increase in kind of separate property, including stock dividends and stock splits and any other increase which the law of Texas classifies as separate property;
- c. Property acquired with separate funds;
- d. Property acquired in exchange for separate property;
- e. Property acquired with the proceeds of sale of separate property;
- f. Property otherwise traceable to separate property (including, but not limited to, any separate property listed on Schedule 1 or Schedule 2 to this Agreement, which may include a change of ownership or title to such separate property); and
- g. Income from or created by separate property.

ARTICLE 3

Property Management

3.1 In General. Each party shall maintain the full possession, control, and management of all of his or her separate property. Each party shall have the exclusive right to give, devise, bequeath, transfer, dispose or convey the same according to his or her will, revocable trust or pleasure. Each party shall be entitled to collect and receive all the dividends, rents and other income derived from separate property for his or her sole and separate use and benefit, free from any control or interference by the other party.

3.2 Joinder of Non-Owner Spouse. Each party reserves the right to sell, mortgage or otherwise deal with his or her separate property without joinder or other action of the non-owning party. If joinder of the non-owning party is required by law or by a third party, the non-owning party

shall execute any instrument reasonably necessary to facilitate the action upon request of the owning party. No personal liability shall ever inure to the non-owning party with respect to transactions involving the owning party's separate property unless the non-owning party shall have agreed to the same in writing in advance; and each party shall indemnify and hold the other party harmless in this respect.

3.3 Separate Accounts. Each party shall have the right to maintain bank and other financial institution accounts and deposits in his or her separate name, for the purpose of holding his or her separate income and property. Neither party shall have any accountability to the other party for these accounts; and neither party shall be required to grant any power to the other party to deal with any of these accounts. Each party shall use his or her separate accounts as he or she, in his or her absolute and sole discretion, shall determine, except that from these accounts or other separate property, each party shall duly pay his or her existing and future debts, his or her legal obligations to support any third party, and the share of the parties' municipal, state and federal income taxes attributable to his or her separate property.

3.4 Joint Operating Account. The parties may maintain a joint account for joint living expenses to which they shall contribute as they shall from time to time determine. This account shall be equally divided in the event of a dissolution of marriage, as of the date of filing. Further, in the event of the death of either party during the intact marriage (without a pending dissolution proceeding), the surviving party shall retain the account. If there is a pending dissolution proceeding at the death of either party, the account shall be equally divided and one-half of the funds shall belong to the estate of the deceased party.

3.5 Expenses of Residence. In the event the marital residence should be the separate property of one spouse, the non-owner spouse hereby waives any claim to reimbursement, economic contribution or equitable interest or lien on behalf of the community estate or the separate estate of the non-owner spouse for community funds or separate funds of the non-owner spouse thus expended on such residence, both parties recognizing and agreeing that the benefit of using and enjoying said residence is a sufficient offset for the funds thus expended.

3.6 Separate Property Expenses. Except as otherwise specifically provided herein, the cost of maintaining or improving a party's separate property shall be paid from that party's separate property.

ARTICLE 4

Liabilities and Claims

4.1 Pre-Marital Debts. The debts contracted or incurred by each party prior to their marriage shall be paid by the party who contracted or incurred the same, and neither the other party nor his or her property shall be liable for payment thereof in any respect. These shall include any debts secured by any property owned prior to marriage, and any debt listed in **Schedule 3**,

“Husband’s Debts and Claims,” and Schedule 4, “Wife’s Debts and Claims,” attached to this Agreement.

4.2 Post-Marital Debts. Each party agrees to hold the other party and his or her separate property and the community property estate (if any) harmless and free from liability from any and all debts which he or she may contract in his or her sole name during their marriage. There are no jointly titled debts or marital or community debt of Husband and Wife.

4.3 Claims. Any claim asserted against either party prior to or after their marriage shall be satisfied, if such claim is determined to be valid and enforceable, by the party bearing such claim, and neither the other party nor his or her property shall be liable for payment thereof in any respect. These shall include any claims listed in Schedule 3, “Husband’s Debts and Claims,” and Schedule 4, “Wife’s Debts and Claims,” attached to this Agreement.

4.4 No Encumbrance of Other Party’s Property. Neither party shall pledge, mortgage or otherwise encumber the separate property of the other party or community property at any time without the specific written consent and joinder of the other party.

ARTICLE 5

Future Business Credit Transactions

5.1 Separate Credit Transactions. Recognizing the complexity of modern business credit transactions, and the desire of each party to allow the other to enter into such transactions without the other party’s express approval or joinder, the parties make the following agreement respecting future business credit transactions during their marriage. (“Future business credit transactions” is defined to mean the purchase of an asset on credit, in whole or in part, which has a purchase price in excess of \$2,500.) Where either party enters into a transaction wherein credit is extended to such party, or such party becomes liable or obligated.) for the repayment, contingent or otherwise, of credit extended by any third party, whether or not such transaction is appropriately denominated as a “separate property” transaction, and unless a contrary intent is specifically and expressly stated, then such obligation or obligations shall be satisfied wholly from his or her separate property; and the party incurring such obligation shall hold such other party harmless from such obligation, and indemnify him or her in the event he or she is ever required to satisfy same. In consideration of such agreement, each party agrees that the assets, if any, acquired through such credit transaction or transactions, shall be and remain the separate property of the party obligating his or her separate property for the credit extended in acquiring same or resulting in the acquisition of same.

5.2 Community Credit Transactions. Notwithstanding the provisions of Section 5.1, the parties and their community property (if any) shall be jointly liable on any accounts or obligations which, acting together, they voluntarily establish in their joint names.

ARTICLE 6

Future Income

6.1 Income From Separate Property. The parties intend that, to the greatest possible extent permitted under Texas law, the income and revenue from either party's separate property (whether acquired prior to or during the parties' marriage) shall be and remain the separate property of that party. Accordingly, the parties do hereby agree that all income and revenue from Husband's separate property shall be and remain the separate property of Husband, and that all income and revenue from Wife's separate property shall be and remain the separate property of Wife. By way of illustration and not of limitation, the words "income" and "revenue" as used herein shall be deemed to include (a) increase in livestock; (b) growing crops; (c) proceeds from the sale of oil, gas, and other minerals in and under or attributable to the property of a party (whether the property is fee title, royalty, overriding royalty, or working interest); (d) royalty income, bonus income, and rentals and delay rentals from oil and gas leases; (e) dividends and other distributions (whether in cash or in stock or other security or property) with respect to stock which is the separate property of a party; (f) interest earned on obligations, bank accounts, securities, certificates of deposit, and other sums owed or to be owing to a party; (g) patent royalties and any other payments in connection with patents or patent sales; (h) income distributed or accumulated by a trust of which a party is a beneficiary; (i) undistributed earnings attributable to shareholder interests, partnership interests (whether general or limited) and limited liability company (LLC) member interests heretofore or hereafter created; (j) wages, salary, bonuses, commissions, stock awards, restricted stock awards, stock options and any and all forms of remuneration; (k) pension contributions, profit sharing plan contributions, retirement account contributions and other defined benefits plan contributions and (l) distributions of a partner's share of profits and surplus attributable to partnership interests (whether general or limited) and distributions of a member's share of profits and surplus attributable to LLC member interests heretofore or hereafter created. In addition to the foregoing, "income" shall also include, but not be limited to, any income, monies or funds earned or unearned, received and/or derived from (a) their employment, (b) any retirement and other employee benefit plans of either party, or any increases in value, (c) any interest in trust not expressly created for the benefit of both parties, (d) any separate property of either party, (e) any replacements of separate property of either party, (f) any property exchanged for separate property, (g) any property purchased with separate funds of either party, (h) any proceeds from the sale of separate property of either party, (i) any passive or active appreciation in value of separate property of either party, (j) any dividends and/or distributions from separate property of either party, or (k) any professional, employment or other income producing activity including but not limited to the purchase, development, marketing, management and sale of real estate, (l) all gifts received from the other or third parties, (m) refund from any overpayment of income tax attributable to the respective party's separate property, (n) compensation, earned or unearned, received or derived including without limitation salary, distributions, dividends, profits, 1099, W-2 and K-1 income, deferred compensation, rental income, capital gains, restricted stock, stock, stock options, and other interests in employee benefit plans, and (o) funds or proceeds from businesses or trusts for which the party has a direct or indirect interest and/or contingent or actual beneficial interest.

All property acquired by either party with the income and revenue from that party's separate property shall be and remain the separate property of that party. Each party shall have the right to sole management, control, and disposition of his or her separate property, and the right to sole management, control, and disposition of all the income, revenue, and property derived from his or her separate property. The parties hereby declare that all future income and revenue from either party's separate property shall be and hereby is partitioned and set aside for the party owning such separate property as that party's separate property.

6.2 Personal Earnings During Marriage. All income and revenue generated by the personal services of each party during the marriage, including but not limited to any National Football League (NFL) contract payments (guaranteed or unguaranteed), wages, income, bonuses or compensation of any kind, salaries, fees, commissions, and other compensation for personal services (including contributions attributable to the personal services of either party during marriage to any life insurance policies and retirement plans as provided below in this Article 6.2), and all property (including income and revenues therefrom) acquired with such income and revenue from personal services, shall be the separate property of the party earning same. Further, if either party owns an interest in a corporation, limited liability company, partnership, or other entity that is organized or operated for the primary purpose of owning, developing, holding, improving, leasing, or selling property for investment purposes, no distribution or draw made by the corporation, limited liability company, partnership, or other entity to such party shall be treated as personal service income under this Agreement.

Husband and Wife further hereby waive and release any and all rights he or she may now have or acquire in the future in each other's life insurance policies and individual retirement accounts, qualified benefit plans, profit sharing plans or other retirement accounts, plus all National Football League (NFL) retirement plans (including NFL Annuity, NFL Player Second Career Savings (401(k)), and NFL Player Retirement Plan (pension) plans), including but not limited to any nonqualified deferred compensation plan and any plan or account qualified or intended to qualify under Internal Revenue Code Sections 401, 403, 408, 408A, 409, 414, or 457 (collectively, "Retirement Plans"), except and to the extent as may be provided in a valid beneficiary designation form executed by Husband or Wife during the marriage of the parties. Without limiting the foregoing, (i) with respect to any and all life insurance policies and Retirement Plans in which Wife has an interest or may have an interest in the future, including Retirement Plans and accounts governed by the Federal Employee Retirement Income Security Program (commonly referred to as ERISA), Husband hereby waives any right to be designated or considered Wife's surviving spouse, hereby waives any right to be a beneficiary thereof, hereby specifically consents to Wife's designation of one or more other persons, entities, trusts or estates (including but not limited to Wife's estate) as survivor and/or beneficiary, and hereby permits and specifically consents to any later designations, any revocation of designations, and any changes in designation by Wife of one or more other persons, entities, trusts or estates (including but not limited to Wife's estate) as survivor and/or beneficiary, (ii) with respect to any and all life insurance policies and Retirement Plans in which Husband has an interest or may have an interest in the future, including Retirement Plans and accounts governed by the Federal Employee Retirement Income Security Program (commonly referred to as ERISA), Wife hereby waives any right to be designated or considered

Husband's surviving spouse, hereby waives any right to be a beneficiary thereof, hereby specifically consents to Husband's designation of one or more other persons, entities, trusts or estates (including but not limited to Husband's estate) as survivor and/or beneficiary, and hereby permits and specifically consents to any later designations, any revocation of designations, and any changes in designation by Husband of one or more other persons, entities, trusts or estates (including but not limited to Husband's estate) as survivor and/or beneficiary. Husband and Wife hereby represent and warrant that his or her waiver of rights as a surviving spouse is done voluntarily, with the full understanding that he or she is also waiving all future rights he or she may be entitled to as a surviving spouse, including but not limited to any interest in life insurance policies and Retirement Plans that Husband and Wife may acquire in the future. In the event that any plan or account administrator of any life insurance policy or Retirement Plan does not accept this Agreement as a waiver of any right to be a beneficiary, an unconditional consent to a change in beneficiary, and/or unconditional consent to the election of waiver of qualified joint and survivor annuity form of benefit or qualified pre-retirement survivor annuity form of benefit or both (as contemplated by ERISA), then Husband and Wife, as the case may be, agree to sign upon presentation a waiver, consent to election or other documentation as required by the plan or account administrator to effectively waive any right to be a beneficiary thereof, to effectively consent to Husband's and Wife's designation, as the case may be, of one or more other persons, entities, trusts or estates (including but not limited to Husband's or Wife's estate) as survivor and/or beneficiary, and to effectively permit and consent to any later designations and any changes in designation by Husband and Wife, as the case may be, of one or more other persons, entities, trusts or estates (including but not limited to Husband's or and Wife's estate) as survivor and/or beneficiary.

Further, if, notwithstanding the provisions of this Agreement, the parties should acquire any life insurance policies or Retirement Plans which are or could be deemed to be community property, either party may require at any time that both parties execute one or more partition agreements on the following basis: There shall be partitioned to Wife (a) any portion of such life insurance policies or Retirement Plans which originated from her (i) separate property, (ii) income from separate property, (iii) time, talent or labor and (iv) personal earnings; and (b) there shall be partitioned to Husband any portion of such life insurance policies or Retirement Plans which originated from his (i) separate property, (ii) income from separate property, (iii) time, talent or labor and (iv) personal earnings.

Provided further, Husband and Wife agree that a valid beneficiary designation form executed by either party during the marriage of the parties with respect to the beneficiary designation in any life insurance policies and Retirement Plans shall be a valid beneficiary designation notwithstanding this Agreement, except that in the event of separation or dissolution of the marriage before the death of one or both parties, Husband and Wife agree to waive and forfeit any right or contingent right bestowed by any such beneficiary designation, and further agree that any such beneficiary designation is immediately null and void in the event of separation or dissolution of the marriage before the death of one or both parties.

ARTICLE 7

Reimbursement and Commingling

7.1 Waiver of Community Reimbursement Rights or Equitable Interest or Lien. Each party waives any claim for reimbursement, claim for economic contribution or equitable interest or lien that the community estate may have or otherwise may acquire for community funds or community time, talent or effort which may be used in any manner by either party to improve, repair, maintain or enhance the value of the separate property of either party.

Neither party has any obligation to acquire any property for the community estate; and each party is free to use separate funds to acquire any investment opportunity (including, but not limited to business opportunities) which may arise during the marriage. Each party waives any right of reimbursement or equitable interest or lien which exists, or which might otherwise come into existence on behalf of the community estate in respect to any investment opportunities which may be acquired during the marriage by the separate estate of either party.

7.2 Waiver of Separate Reimbursement Rights, Economic Contribution Claim, or Equitable Interest or Lien. Each party waives any claim for reimbursement, claim for economic contribution or equitable interest or lien that his or her separate estate may have or otherwise may acquire for separate funds used in any manner by either party to improve, repair, maintain or enhance the value of any community property (if any).

7.3 Commingling. The parties intend not to commingle community property or separate property, except where intentionally done in a joint operating account. If funds should ever become commingled unintentionally in a financial account, the property will be traced upon withdrawals from the commingled funds, based upon the following principles:

- a. All amounts expended in the acquisition of tangible assets or capital assets will be determined to be the separate property of the party or parties in whose name the account is maintained to the extent of the separate property of each, respectively, that was commingled;
- b. All amounts expended for any other purpose will be determined to be community property (if any) to the extent that community property was commingled;
- c. If the foregoing principles do not fully trace the properties and resolve the matter, then the next ensuing withdrawals from the commingled funds will be determined to be community property, and the balance will be determined to be the separate property of the owner or owners, respectively, of the account.

ARTICLE 8

Personal Rights and Obligations

8.1 No Duty to Benefit Community; Waiver of Breach of Fiduciary Duty. Neither party has any duty to utilize any opportunity to acquire wealth for the benefit of the community estate. Each party is free to utilize so much of his or her time, talent, and effort, and so much of his or her separate property, for the benefit of his or her separate estate, respectively, or the community estate, as that party may choose, in his or her sole discretion. Each party waives any claim which that party may have against the other in this regard.

To the extent that either Husband or Wife could be construed to have a fiduciary duty to the other regarding this Agreement, its terms, and any property or rights referable hereto, the parties stipulate and agree that each party has fully and appropriately exercised that duty, and each party forever waives any claim he or she may have against the other party for any breach of any fiduciary duty or other duty through the date of execution of this Agreement, including without limitation any such claim related to the negotiation and execution of this Agreement.

8.2 **DAMAGES FOR EMOTIONAL DISTRESS. NEITHER PARTY INTENDS TO CAUSE THE OTHER EMOTIONAL DISTRESS DURING THE MARRIAGE. HOWEVER, IN THE EVENT EITHER PARTY SHOULD NEGLIGENTLY OR INTENTIONALLY CAUSE THE OTHER EMOTIONAL DISTRESS DURING THE MARRIAGE, THE PARTIES RECOGNIZE THAT ANY DAMAGES FLOWING THEREFROM ARE HIGHLY SPECULATIVE IN NATURE. IT IS THEREFORE AGREED THAT IN THE EVENT EITHER PARTY IS FOUND, IN ANY JUDICIAL PROCEEDING, TO HAVE NEGLIGENTLY OR INTENTIONALLY INFLICTED EMOTIONAL DISTRESS UPON THE OTHER DURING THE MARRIAGE, THE OTHER PARTY SHALL BE ENTITLED TO AN AWARD OF ONE AND NO/100THS DOLLARS (\$1.00) FOR EACH ACT OR OMISSION FOUND TO HAVE CAUSED EMOTIONAL DISTRESS. SUCH AWARD SHALL CONSTITUTE FULL SATISFACTION OF ANY CLAIMS FOR INTENTIONAL OR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS. SUCH AN AWARD SHALL BE PAYABLE OUT OF THE SEPARATE PROPERTY OF THE PARTY INFLICTING THE SAME; OR IF NO SEPARATE PROPERTY EXISTS AT THE TIME OF THE AWARD, THE PARTY UPON WHOM THE EMOTIONAL DISTRESS WAS INFLICTED SHALL BE ENTITLED TO A DISPROPORTIONATE SHARE OF THE COMMUNITY PROPERTY MEASURED AS PROVIDED ABOVE.**

ARTICLE 9

Income Taxes

9.1 Returns. The parties may file joint income tax returns unless either party elects to file a separate income tax return and except in those years in which separate returns would produce

a lower tax. The filing of a joint return shall not be construed as contradicting any provisions of this Agreement. After the tax return(s) has been prepared in each taxable year, a detailed analysis shall be prepared classifying the various items of taxable income, deductions and losses as reported on the return in the categories of community (if any) and separate for each party. The totals of the classified income for each party when added together shall total the taxable income reported on the return. Income taxes, before reduction for tax credits, shall then be allocated to each party based upon the ratio of each party's taxable income as classified, to the total taxable income reported on the return. Tax credits reflected on the return shall then be applied to reduce the tax allocation based upon the source of the expenditure which created the credit. Husband will pay for the cost of preparing any future joint income tax returns from his separate property.

9.2 Payment. Each party shall pay the income tax allocated to that party's separate property income from his or her separate funds. Income taxes allocated to community income (if any) shall be paid from community funds; or if community funds be insufficient to pay the taxes, one-half (1/2) of such taxes shall be paid from the separate funds of each party. Any tax refunds shall be allocated among the parties' separate property and the community based upon principles similar to those provided above for the payment of taxes. Each party shall timely pay any taxes due.

ARTICLE 10

Liability Insurance

10.1 In General. The parties agree to carry such liability insurance in connection with automobiles, property, professional practice and related matters as may be reasonably necessary and adequate to protect the estates of the parties. Husband shall pay such insurance premiums for as long as Husband and Wife remain married.

ARTICLE 11

Gifts

11.1 Intervivos Gifts. Each party retains the right to make gifts of his or her separate property to the other party, to any other person or persons without regard to blood or other relationship of the donee party, and to any entity or entities (whether charitable or otherwise). No gift between the parties shall be valid or enforceable unless it is accompanied by a written statement designating the property as a gift and signed by the party making the gift, except for gifts of tangible personal property intended for the use of the other party.

Any gift received by Husband from Wife or by Wife from Husband in which title is in the recipient's name shall become the separate property of the recipient. Gender specific gifts, regardless of value, shall become the separate property of the recipient. If a gift with a purchase value of more than \$5,000.00, which is not gender specific, such as art, furniture, etc. lacks clear title in the recipient's name, then legal title to the asset under this Agreement can only be

established by a written and dated signed confirmation from the donor to the recipient for which the written affirmation must affirmatively state in writing that it is a “gift.” In the absence of such a writing, signed by the donor, there shall be no claim, whatsoever, of gift and no claim by the purported recipient that a gift was intended. Gifting must be clear and unequivocal. Specifically, no action, inaction or conduct of either or both parties, whether isolated or continuing, and no pattern of action, inaction, or conduct, of either or both parties shall cause a party’s separate property to become marital or community property. No gift nor intent to make a gift shall arise by implication nor by conduct of the parties in the way they utilize, deal with any asset, or represent ownership (expressly or by implication) to others. A party’s use, possession, or occupancy of an asset, and/or a party’s dominion or control of such asset, shall not constitute a gift of that asset to that party, regardless of the duration of such possession, dominion, control, use or occupancy. By way of example, but in no way limiting the generality of the foregoing, (a) the use of a party’s separate property residence as a marital residence or vacation home shall not convert such property to marital or community property; (b) a party’s involvement in the construction, design, decoration, repair, improvement and/or maintenance of the other party’s separate property residence or other property shall not convert such property to marital or community property; (c) the use of expressions such as “our property,” “our residence,” “our home,” “our bank account,” or similar such expressions when referring to separate property shall not convert such property to marital or community property; (d) the pledging of the separate property as security or collateral shall not convert such property to marital or community property, regardless of the purpose thereof; (e) the use of separate property by the party owning the property for any reason or purpose after the execution of this Agreement shall not convert such property to marital or community property; (f) the use of separate property by the non-owner party for any reason or purpose after the execution of this Agreement shall not convert such property to marital or community property; (h) the non-owner spouse’s belief that separate property is marital or community property shall not convert separate property to marital or community property; and (i) the owner spouse’s failure to disavow the non-owner spouse’s belief and/or statements that separate property is marital or community property shall not convert separate property to marital or community property.

ARTICLE 12

Death of a Party

12.1 Waiver of Rights. Each party waives and relinquishes the following claims and rights to the separate estate of the other party which may arise in the event of the death of the other party:

- a. Homestead rights, including any homestead right of occupancy that may arise under the Texas Constitution, the Texas Estates Code or the Texas Family Code, in the event all or part of the homestead is the separate property of the deceased party;
- b. Right to a family allowance, including any such right that may arise

under the Texas Constitution, the Texas Estates Code or the Texas Family Code;

- c. Right to a share of the deceased party's separate property, unless the deceased party specifically provides for the surviving party in his or her Will, Revocable Trust, or similar testamentary instrument;
- d. Any right or right of election to take against the Will, Revocable Trust, or similar testamentary instrument of the other party;
- e. Rights or claims of dower or curtesy or any statutory substitute therefor;
- f. Any right to receive exempt property, or any allowance in lieu of exempt property; and
- g. Right to administer the estate of the deceased party.

12.2 Testamentary Disposition. Each party shall have the right to transfer or convey to the other party or any other person, persons, entity or entities (whether charitable or otherwise), by Will, Revocable Trust or similar testamentary instrument, any property or interest in property which may be lawfully conveyed. Each party shall have the broadest possible powers of testamentary disposition of their properties as the law shall allow.

12.3 Life Insurance. Husband shall maintain a term life insurance policy on his life having a death benefit of \$5,300,000 payable to Wife, so long as the parties remain married. Ownership of said policy shall belong to Husband. The primary beneficiary designation shall not be changed so long as the parties remain married.

ARTICLE 13

Divorce or Annulment

13.1 In General. In the event of divorce or annulment, each party shall be entitled and obligated to accept the following benefits and burdens in full settlement of his or her property and all other rights due upon divorce or annulment.

- a. Separate Property. Each party shall retain all of that party's separate property, and neither party shall assert any right or claim of any kind against the separate property of the other.
- b. Husband shall pay unto Wife, in lump sum cash, on the date of signing of a Decree of Divorce by the Court, a sum equal to

\$500,000 for each full year that the parties were married up to the date of the filing of a Divorce Petition provided that said sum shall not exceed \$5,000,000 in any event; and further provided that Husband shall not be obligated to pay Wife any sum of money under this paragraph in the event Wife should challenge any portion of this Agreement in divorce or any other legal proceedings, whether such challenge be successful or not; provided, however, the latter provision of this subparagraph 13.1b shall not be construed to limit a proceeding for the construction or interpretation, but not the validity, of any provision of this Agreement.

- c. Community Property. In the unlikely event that the parties' own community property on the date of filing divorce, each party shall be entitled to one-half (½) of the fair market value of the community estate (if any). Fair market value shall be based on the value at the date of filing of an action for dissolution of marriage or similar proceeding plus any passive accretion or depreciation in value until the date of distribution, The filing of an action for dissolution or similar proceeding shall be deemed a cut-off date for determination of the duration of the marriage, and to end the creation of marital or community property. The allocation between the parties of any property the parties agree is community shall be negotiated by the parties; and the following principles shall govern allocation of particular properties unless their application would result in an unequal division of the total community estate:
- 1) Each party shall take any community property which that party has managed, either exclusively or primarily, during the marriage.
 - 2) Each party shall take one-half (½) of the community cash.
 - 3) In the event the parties are unable to agree on the allocation of specific properties, the parties shall submit their disagreement to binding arbitration.
- d. Liabilities. Each party shall assume and pay any and all liabilities secured by that party's separate property. Each party shall assume and pay any and all liabilities secured by any community property taken by that party.
- e. Spousal Support. Each party waives any and all rights to receive temporary (if permitted by law) or permanent spousal support from the other party. This waiver is irrevocable.

- f. Attorney's Fees. Each party shall pay his or her own attorney's fees, costs and litigation expenses in the event of divorce or annulment, both interim (if permitted by law) and on final judgment.

13.2 WAIVER AND INDEMNITY. EACH PARTY WAIVES AND RELINQUISHES ANY RIGHT HE OR SHE MAY HAVE TO SEEK A DIVISION OF PROPERTY OTHER THAN IN ACCORDANCE WITH THIS ARTICLE; AND EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER FOR THE VALUE OF ANY PROPERTY, JUDGMENT OR OTHER MONETARY AWARD (INCLUDING ANY TAX LIABILITY, WHETHER MUNICIPAL, STATE OR FEDERAL, FOR WHICH THE OTHER PARTY IS HELD RESPONSIBLE) WHICH MAY BE AWARDED BY A COURT IN EXCESS OF THE VALUE THAT WOULD RESULT IF DIVISION WERE IN ACCORDANCE WITH THIS ARTICLE.

ARTICLE 14

Miscellaneous

- 14.1 Informed Consent. Each party acknowledges and declares the following:
- a. Each party enters into this Agreement freely and voluntarily;
 - b. Each party has retained and been advised by separate legal counsel, selected by that party;
 - c. Each party has been fully and completely informed about the rights being waived and relinquished under this Agreement; about that party's rights and duties under this Agreement; and about that party's rights and duties absent the execution of this Agreement;
 - d. Each party has been provided a fair and reasonable disclosure of the property and financial obligations of the other party; each party has an actual and proximate knowledge as to the other's income, assets and liabilities; and each party waives any right to disclosure of any property or financial obligation of the other party beyond the disclosure provided;
 - e. Each party has given careful and mature thought to the execution of this Agreement;
 - f. Each party has carefully read each provision of this Agreement;
 - g. Each party is of sound mind and body and not under the influence of any drugs or other substance that impairs their ability to make a decision or understand the

terms of this Agreement; and

- h. Each party fully and completely understands each provision of this Agreement, both as to subject matter and legal effect.

14.2 Entire Agreement; Supersedure; Headings. This Agreement constitutes the entire understanding and agreement between the parties as to the subject matter hereof, and it supersedes and replaces any other agreements, either oral or in writing, between the parties relating to the subject matter covered herein. The headings herein are for convenience only and shall have no significance in the interpretation of this Agreement.

14.3 Confidential Agreement. **THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL TERMS, CONDITIONS AND OTHER INFORMATION CONTAINED IN THIS AGREEMENT ARE HEREBY DEEMED CONFIDENTIAL AND SHALL NOT BE DIVULGED TO OTHER PERSONS.**

14.4 Incorporation of Schedules. Each schedule and exhibit to this Agreement is hereby fully incorporated in this Agreement for all purposes as though fully set forth verbatim at the point of reference thereto.

14.5 Choice of Law. The parties agree that this Agreement shall be determined pursuant to the laws of the State of Texas. The parties intend for the laws of Texas to govern disposition of their separate and community property issues without regard to principles of conflicts of laws. The parties currently reside in the State of Florida but may relocate to another state in the future. The parties intend that regardless of where they reside in the future, this Agreement shall be construed pursuant to the laws of the State of Texas.

14.6 Construction. It is the intention of the parties that this Agreement and the laws of the State of Texas shall be construed so as to provide each party with the largest possible definition of their separate property, to the detriment of the community estate. The parties expressly intend that this Agreement will apply to and govern all of their real and personal property regardless of the location of such property and regardless of any change of domicile of the parties.

14.7 Presumption of Separate Property. The parties agree that any asset or liability carried in the individual name of either party shall be presumed to be the separate property or liability of that party.

14.8 Cooperation and Execution of Instruments. Each party shall cooperate fully with the other in performing such acts and in executing, acknowledging and delivering any instruments or documents required to accomplish the intent of this Agreement.

14.9 Amendment. This Agreement may be amended, modified or revoked only by a written instrument signed by both parties and with the same formalities as this Agreement. The parties expressly reserve the right to amend, modify or revoke this Agreement in form or in

substance by their mutual agreement in writing at any time.

14.10 Waiver of Breach. Consent to or waiver of any breach or default of the other party under this Agreement shall not be construed as a consent to or waiver of any other breach or default of the same or of any other obligations of the other party under this Agreement. Indulgence or failure on the part of either party to complain of any act or failure to act of the other party, or to declare the other party in default, irrespective of how long that indulgence or failure continues, shall not constitute a waiver by the party of his or her rights hereunder.

14.11 Mediation. The parties shall mediate any dispute arising under this Agreement as a pre-condition to asserting any claim in contravention of this Agreement.

14.12 Enforcement. Subject to any requirement of mediation which may otherwise appear herein, this Agreement may be enforced by suit in law or equity by either of the parties, their heirs, executors, attorneys or assigns.

14.13 Venue. Venue of suit regarding any matter related to this Agreement shall lie exclusively in the state courts of Travis County, Texas.

14.14 Attorney's Fees. If either party shall bring an action or other proceeding to enforce this Agreement or the validity or enforceability of this Agreement, including in the context of an action for divorce or annulment, or to enforce any judgment, decree or order made by a court in connection with this Agreement, the prevailing party shall be entitled to recover that party's reasonable attorney's fees and costs of court from the other party.

14.15 Survival. This Agreement shall inure to the benefit of and be binding on the heirs, legal representatives and assigns of the parties hereto.

14.16 Severability. If any provision or provisions of this Agreement shall be held to be invalid for any reason, the other provisions of the Agreement shall nevertheless remain in full force and effect.

14.17 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original for all purposes but all of which shall constitute but one and the same instrument.

14.18 Declaration of Counsel. The parties understand that this Agreement shall not be construed strictly for or against either party. Wife acknowledges that David H. Goodman and Eric Robertson represent only Husband and that David H. Goodman and Eric Robertson have not represented or advised her in regard to any aspects, terms or provisions of this Agreement. Husband acknowledges that _____ represents only Wife and that _____ has not represented or advised him in regard to any aspects, terms or provisions of this Agreement.

EACH PARTY UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, HE OR SHE PERMANENTLY SURRENDERS RIGHTS AND CLAIMS WHICH THAT PARTY WOULD OTHERWISE HAVE UNDER TEXAS LAW TO INCOME OR PROPERTY DERIVED FROM THE SEPARATE PROPERTY, TALENT AND LABOR OF THE OTHER PARTY, AND TO OTHER PROPERTY RIGHTS.

Date

TYREEK D'SHAUN HILL

Date

LA KEETA JO ANN VACCARO

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of January, 2024, by Tyreek D'Shaun Hill.

Notary Public, State of Texas

Certification of Attorney

We certify that we are Attorneys at Law, duly licensed and admitted to practice in the State of Texas; that we have been employed by Tyreek D'Shaun Hill, a party to this Agreement, and that we have advised him with respect to this Agreement and explained to him its meaning and legal effects, and that he has acknowledged his full and complete understanding of this Agreement and its legal consequences, and has freely and voluntarily executed this Agreement.

David H. Goodman
LAW OFFICE OF DAVID GOODMAN
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(512) 457-5009 Telephone
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erobertson@gbafamilylaw.com

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of January, 2024, by La Keeta Jo Ann Vaccaro.

Notary Public, State of Texas

Certification of Attorney

I certify that I am an Attorney at Law, duly licensed and admitted to practice in the State of Texas; that I have been employed by La Keeta Jo Ann Vaccaro, a party to this Agreement, and that I have advised her with respect to this Agreement and explained to her its meaning and legal effects, and that she has acknowledged her full and complete understanding of this Agreement and its legal consequences, and has freely and voluntarily executed this Agreement in my presence.

NAME
FIRM
ADDRESS
ADDRESS
_____(Telephone)
_____(Telecopier)
EMAIL