



Harness Collaborative Contract Power!

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A Climate of Positive Energy

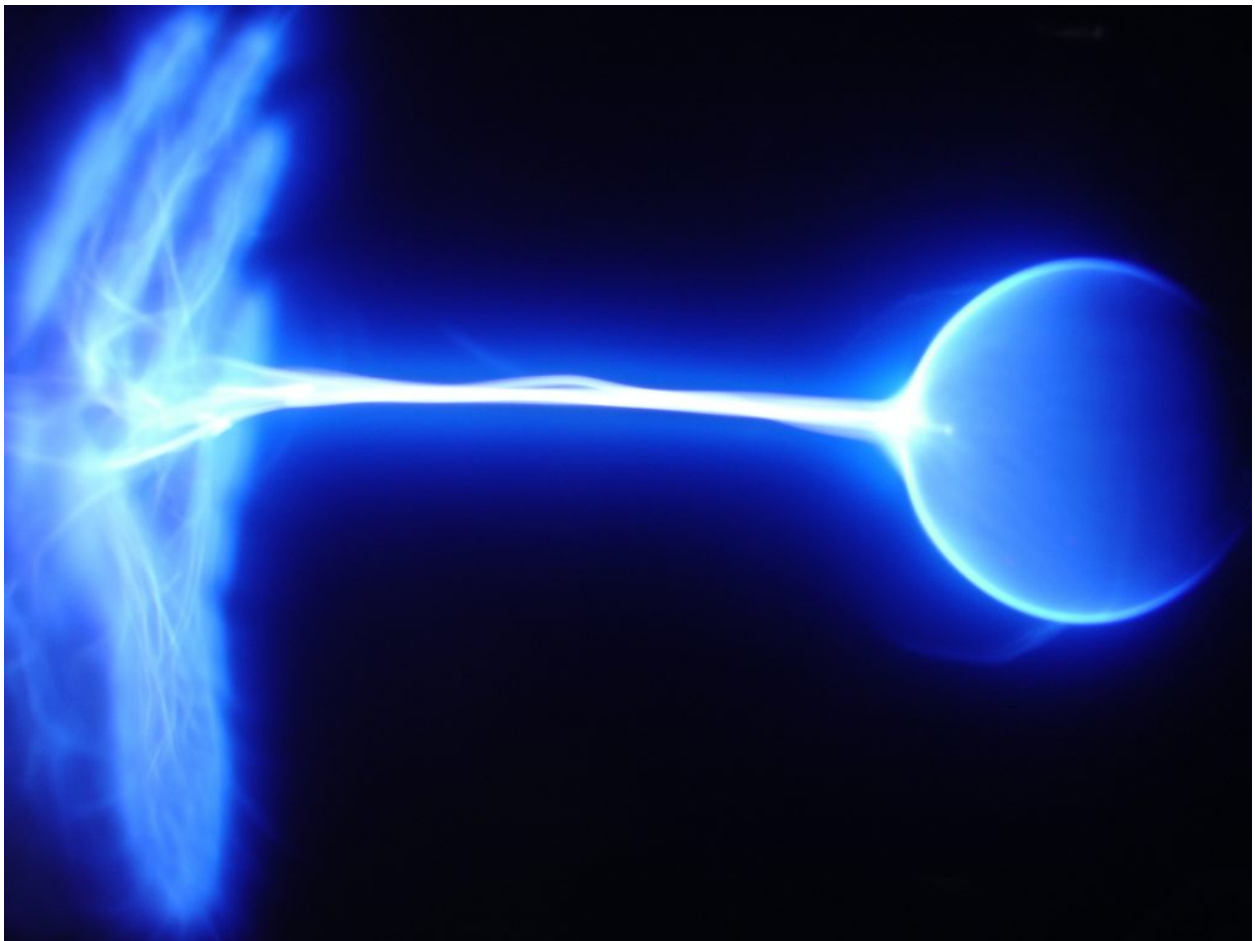
Valentine's Day 1990. The founder of the Collaborative movement,^{[1](#)} Stuart G. Webb, writes to the Honorable A.M. "Sandy" Keith, Justice of the Minnesota Supreme Court.^{[2](#)} Mr. Webb's love interest? A power source for creative settlement he'd conceived: the Collaborative process.

The "climate of positive energy" Stu had witnessed and wanted to sing about often occurred by accident. He found it happened when lawyers used their "analytical, reasoned ability to solve problems and generate creative alternatives and create a positive context for settlement."^{[3](#)}

In the climate that captivated Webb and other like-minded contemporaries, who deliberately sought to replicate it, people could harness their power to sign binding settlement contracts. They could express creative alternatives to

advance their respective and mutual goals... they could stay out of court.

Contract Power in the Collaborative Process



Alternative dispute resolution (ADR) processes are more intimate than going to the mat with an adversary in court.[4](#)

Negotiating participants in ADR control the processes more than they can in adversarial models. They may make

graduated choices to achieve goals after considering options, including options unavailable to a judge.[5](#)

Collaborators working in a confidential, intimate, encouraging environment may achieve — by contract — person-oriented” remedies, like “an apology, a handshake, and invitation.”[6](#)

Collaborators may express choices by contract commitments that advance goals, which may include maintaining personal relationships (for example, so they may coparent effectively), preserving bonds in an interdependent group (for example, a family, a neighborhood, or a social circle), or moving past the dispute in harmony (for example, so they may resume business together). A judge typically couldn’t impose these remedies unrelated to the claims for adjudication.[7](#)

Litigation is not intimate; it’s polarizing. A dominant neutral stranger controls the process.[8](#) The stranger, typically faced with binary choices, imposes a resolution on the combatants.[9](#) That happens after they present evidence, under constraints rules of evidence and procedure impose, and argue positions, based on statutes and case precedent.

Contract Freedom and An ADR Process That Encourages Its Exercise

The collaborative environment Stu Webb imagined, which collaborating professionals have expanded globally, invites exercising contract freedom.

Fundamental federal law, state law, and case law have protected freedom to contract as a liberty and property right.[10](#)

States cannot take away the right to contract without due process. The Federal Constitution's Contract Clause[11](#) and state constitutions[12](#) restrict state impairment of contract obligations.

A state impairs a contract when it makes the contract worse or diminishes its quantity, value, excellence, or strength, lessens its effective enforcement, or delays its enforcement.[13](#) Freedom from impairing contracts applies to any contract.[14](#)

The law circumscribes judicial power, too, to impair freely negotiated private contracts by stopping judges from rewriting them. Unless there's fraud, involuntariness, overreaching, incapacity, violating public policy, or other sufficient grounds, a judge can't rewrite parties' contracts to make them fit a "post contractual conception more suitable to the situation of the parties."[15](#)

Settlement Agreements Are Highly Favored

Settlement agreements are binding, enforceable contracts.^{[16](#)} Basic contract principles govern them.^{[17](#)} Marital settlement agreements, likewise, are binding contracts, interpreted and enforced under contract law.^{[18](#)}

Public policy and the [law in every state highly favors settling disputes with binding settlement agreements](#).^{[19](#)} Courts will uphold them, when possible, because, through them, parties amicably resolve doubts and uncertainties and avoid lawsuits.^{[20](#)}

Settlement agreements help:

- produce peace, harmony, goodwill;
- preserve family ties;
- avoid or discourage potentially divisive litigation;
- adjust equities;
- recognize parties' autonomy to shape their own future rather than having a court impose an outcome on them;
- effectuate the parties' intent and needs;
- avoid wasting assets;
- amicably resolve doubts;
- prevent lawsuits;
- preserve scarce judicial resources; and
- protect confidentiality.

This policy favoring parties' reaching settlement agreements to provide for stable arrangements extends to matrimonial and other family law disputes^{[21](#)} and to probate disputes.^{[22](#)}

The UCLA Promotes Settlement

The [Uniform Collaborative Law Act](#) (UCLA) further promotes highly favored settlement, particularly in family matters. As of this writing, seven of the ten most populous states – Texas, Florida, Pennsylvania, Illinois, Ohio, North Carolina, and Michigan (and seventeen other states plus the District of Columbia) – have adopted the Uniform Collaborative Law Act.^{[23](#)} Some adopting states have expressed this public policy encouraging peacefully achieved settlement contracts.

For example, Florida's "purpose" section of its enactment of the UCLA provides:

It is the policy of this state to encourage the peaceful resolution of disputes and the early resolution of pending litigation through a voluntary settlement process. The collaborative law process is a unique nonadversarial process that preserves a working relationship between the parties and reduces the emotional and financial toll of litigation.^{[24](#)}

Similarly, Texas's "policy" section of the UCLA provides:

It is the policy of this state to encourage the peaceable resolution of disputes, with special consideration given to disputes involving the parent-child relationship, including disputes involving the conservatorship of, possession of or access to, and support of a child, and the early settlement of pending litigation through voluntary settlement procedures.[25](#)

Freedom to Contract in the Collaborative Environment Fosters Expanded Choices and Creative Contract Solutions

States, public policy, and the UCLA encourage people to exercise their freedom of contract and harness their power to contract to settle disputes. For collaborators, the intimate climate Stu Webb conceived and was smitten with (a love affair grown deeper in the last 30+ years) is inviting. The collaborative environment allows them and their professional team to harness and direct contract power constructively.

This freedom to contract empowers collaborative participants to exercise it. By doing so, they expand their choices. Collaborative teams invite and encourage every member to imagine solutions beyond outcomes courts could order, and to commit to them in contracts.

By selecting among imagined solutions and expressing them in contracts, participants can achieve resolutions a judge, constrained by statutes, case precedent, and rules of procedure and evidence, couldn't otherwise impose. Family law cases illustrate such expanded contractually achieved choices.

Family Law Settlement Agreements to Obligations A Judge Could Not Otherwise Order

Consider the power of contract in the family context. Obligations parties took on contractually that a judge couldn't have ordered otherwise include:

- Setting forth milestones over three years for a parent to receive increased timesharing with a child.[26](#)

- Paying for adult disabled child's support.[27](#)
- Paying post-emancipation support for a child.[28](#)
- Paying for a child's uninsured future medical expenses until graduation from college.[29](#)
- Maintaining medical insurance and paying for medical, dental, or orthodontic expenses not covered by insurance for as long as a child is eligible, even if past majority.[30](#)
- Paying college expenses for a child beyond emancipation, including tuition, room, board, books, fees, clothing, allowances, incidentals, activity fees, laundry, flight costs, placement tests, and a summer program abroad.[31](#)
- Paying for a child's graduate school expenses.[32](#)
- Paying child support over guidelines.[33](#)
- Providing for support for a child after the parent dies.[34](#)
- Paying nonmodifiable durational alimony,[35](#)bridge-the-gap (transitional) alimony,[36](#), or permanent alimony,[37](#) even after the recipient remarries.[38](#)
- Overriding law terminating alimony upon obligor's death and expressly making the obligation continue to be enforceable against the obligor's estate.[39](#)
- Terminating alimony upon cohabitation, even if it results in no changed financial circumstances.[40](#)
- Maintaining disability insurance to secure alimony or child support if the obligor is injured.[41](#)
- Awarding attorney fees to a prevailing party in a challenge to a prenuptial agreement.[42](#)
- Agreeing to use a different date than the law provides for identifying the marital asset cutoff date.[43](#)
- Being subject to the court's contempt remedy to enforce a property settlement obligation[44](#)

- Providing for an additional child to be included in a parenting plan without having to show a substantial change in circumstances.[45](#)
- Providing for a custody change based on an expected date-certain completion of a servicemember's tour of duty.[46](#)
- Providing for revisiting custody when a precipitating event occurs (a child's starting school) without having to show a more burdensome substantial change in circumstances ordinarily required for modifying a parenting plan.[47](#)
- Waiving rights to appeal.[48](#)

Bounds of Contract Freedom in Family Law: Respecting Contracts but Safeguarding Children

Contract freedom has bounds. The State retains authority “to safeguard the vital interests of its people”[49](#) and appropriately and reasonably to “advance a significant and legitimate public purpose.”[50](#)

Family judges have an independent duty to consider parents' contracts affecting children. Judges must determine independently if agreements specifying child support

amounts, custody and visitation arrangements, or responsibility for making decisions are in the children's best interests.[51](#) Children's best interests supersede any agreement between their parents.

Some states limit a family judge from engaging in improper "prospective based" analysis of a child's best interests. Instead, unless events are reasonably certain to occur, judges must determine the child's present best interests when the judge is making custody and child support decisions.[52](#)

Parental rights collaborating parents may consider exercising by provisions in settlement agreements they ask the judge to approve as in their child's best interests may include rights to:

- (a) direct the education and care of their child.
- (b) direct the upbringing and the moral or religious training of their child.
- (c) apply to enroll their child in school.
- (d) access and review their child's school records and mental records.
- (e) make health care decisions for their child.

Even though parents' settlement agreements regarding children's issues aren't binding on courts, courts often consider them and enter orders as the parents have agreed.[53](#)

Courts have no free hand to disregard parents' wishes, but should respect and uphold parents' agreements, unless there's a valid reason not to related to the child's best interests or a finding the agreements were involuntary or came by fraud, overreaching, or concealment.[54](#)

Harnessing Contract Power: Expanding Choices Among Solutions

Collaborators may take control of their future relationships, expand their thinking beyond binary legal positions, and create contract solutions for themselves, their families, and their businesses.

Freedom to contract creates opportunity to do things by contract. Collaborating participants can harness this power and drive towards agreements the law highly favors that express their interests, goals, and commitments.

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References

1. International Academy of Collaborative Professionals, IACP History (2022) available at <https://www.collaborativepractice.com/sites/default/files/IACP%20%20History.pdf>.
2. Webb, S., February 14, 1990. Letter to Honorable A.M. “Sandy” Keith, Justice of the Minnesota Supreme Court. [online] available at <https://sampsoncollaborativelaw.com/wp-content/uploads/2021/11/1990.02.14-Stuart-Webb-Letter-to-AM-Sandy-Keith-MN-re-collaborative-process.pdf>.
3. Id.
4. Melvin Aron Eisenberg, Private Ordering Through Negotiation: Dispute-Settlement and Rulemaking, Vol. 89 Harv. L. Rev. 637, 654-655 (1976).
5. Id. at 654.
6. Id. at 658
7. Id. at 658
8. Id. at 655
9. Id. at 654
10. Meyer v. Nebraska, 262 U.S. 390, 399 (1923); Muller v. Oregon, 208 U.S. 412, 421 (1908). See also Washington v. Glucksberg, 521 U.S. 702, 760 (1997) (Souter, J., concurring), quoting Allgeyer v. Louisiana, 165 U.S. 578, 589 (1897); Shields Ltd. P’ship v. Bradberry, 526 S.W.3d 471, 482 (Tex. 2017); St. Louis Sw. Ry. Co. of Tex. v. Griffin, 106 Tex. 477, 171 S.W. 703, 704 (1914); Chiles v. United Faculty of Florida, 615 So. 2d 671, 673 (Fla. 1993); Michael Pillow, Liberty over Death: Seeking Due Process Dimensions for Freedom of Contract, 8 Fla.

- A&M U. L. Rev. 39, 39 n. 2, 48 (2012) available at: <http://commons.law.famu.edu/famulawreview/vol8/iss1/5>.
11. U.S. Const., art. I, §10, cl. 1. (“[n]o state shall ... pass any ... Law impairing the Obligation of Contracts.”)
 12. See, e.g., Fla. Const. art. I, § 10 (“No bill of attainder, ex post facto law or law impairing the obligation of contracts shall be passed.”). See also James W. Jr. Ely, Still in Exile? The Current Status of the Contract Clause, 8 Brigham-Kanner Prop. Rts. Conf. J. 93, 104 n. 70 (2019), available at: <https://scholarship.law.vanderbilt.edu/faculty-publications/1142>.
 13. *Pomponio v. Claridge of Pompano Condominium, Inc.*, 378 So. 2d 774, 781 n. 41 (Fla. 1979) (citing *State ex rel. Women’s Benefit Ass’n v. Port of Palm Beach Dist.*, 121 Fla. 746, 759, 164 So. 851, 856 (1935)).
 14. *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234, 244-245, n. 16 (1978).
 15. See *Beach Resort Hotel Corp. v. Wieder*, 79 So. 2d 659, 663 (Fla. 1955) (citing *Camden v. S. Jersey Port Comm’n*, 2 N.J. Super. 278, 63 A. 2d 552, 566 (1948)).
 16. *Pacifico v. Pacifico*, 190 N.J. 258, 265, 920 A. 2d 73 (2007); *Quinn v. Quinn*, 225 N.J. 34, 137 A. 3d 423 (2016).
 17. *Id.*
 18. *Sachau v. Sachau*, 206 N.J. 1, 5-6, 17 A. 3d 793, 795-96 (2011).
 19. See, e.g., cases from the 10 most populous states, California: *McClure v. McClure*, 100 Cal. 339, 343, 34 P. 822, 407 P. 2d 857 (1893) quoted in *Neary v. Regents of Univ. of California*, 3 Cal.4th 273, 277, 10 Cal. Rptr. 859, 834 P. 2d 119 (1992); *Estate of Schuster*,

163 Cal. App. 3d 337, 342, 209 Cal. Rptr. 289 (Ct. App. 1984); Kaufman v. Goldman, 195 Cal. App. 4th 734, 745, 124 Cal. Rptr. 3d 555 (Ct. App. 2011); Osumi v. Sutton, 151 Cal. App. 4th 1355, 1359, 60 Cal. Rptr. 3d 693 (Ct. App. 2007); Zhou v. Unisource Worldwide, Inc., 157 Cal. App. 4th 1471, 1475, 69 Cal. Rptr. 3d 273 (Ct. App. 2007); Brown v. Guarantee Ins. Co., 155 Cal. App. 2d 679, 696, 319 P.2d 69 (Ct. App. 1957); Texas: Schlumberger Technology Corp. v. Swanson, 959 S.W.2d 171, 178 (Tex. 1997); Elbaor v. Smith, 845 S. W. 2d 240, 250 (Tex. 1992); Ranger Ins. Co. v. Ward, 107 S.W.3d 820, 827 (Tex. App. 2003); Cadle Co. v. Castle, 913 S. W. 2d 627, 638 (Tex. App. 1995) (quoting Hernandez v. Telles, 663 S. W. 2d 91, 93 (Tex.App. 1983)); Miller v. Republic Nat. Life Ins. Co., 559 F. 2d 426, 428 (5th Cir.1977); Florida: Robbie v. City of Miami, 469 So. 2d 1384 (Fla. 1985); Dorson v. Dorson, 393 So. 2d 632 (Fla. 4th DCA 1981); Pearson v. Ecological Science Corp., 522 F. 2d 171 (5th Cir.1975), cert. denied, 425 U.S. 912 (1976); Griffith v. Griffith, 860 So. 2d 1069, 1073 (Fla. 1st DCA 2003); Chovan v. Chovan, 90 So. 3d 898, 900-01 (Fla. 4th DCA 2012); Pierce v. Pierce, 128 So. 3d 204 (Fla. 1st DCA 2013); Smith v. Costa Del Mar Inc., Case No. 3:18-cv-1011-TJC-JRK (M.D. Fla. September 21, 2021); New York: Appleyard v. Tigges, 114 N.Y.S. 3d 627, 66 Misc.3d 390, 114 N.Y.S. 3d 627, 2019 N.Y. Slip. Op. 29373 (Sup. Ct. 2019); Hallock v State of New York, 64 N.Y. 2d 224, 485 N.Y.S.2d 510, 474 N.E.2d 1178 (1984); Denburg v. Parker Chapin, 82 N.Y.2d 375, 604 N.Y.S.2d 900, 624 N. E. 2d 995 (1993); Pennsylvania: In re Estate of Brojack, 321 Pa. Super. Ct. 154, 467 A. 2d

1175 (1983); Greentree Cinemas Inc. v. Hakim, 289 Pa. Super. 39, 432 A. 2d 1039, 1041 (Super. Ct. 1981); Illinois: Zamouski v. Gerrard, 1 Ill. App. 3d 890, 895, 275 N.E. 2d 429 (Ill. App. Ct. 2d Dist. 1971); In re Marriage of Wilder, 122 Ill. App. 3d 338, 461 N. E. 2d 447 (Ill. App. Ct. 1st Dist. 1983); Blaylock v. Toledo, Peoria & Western R.R., 43 Ill. App. 3d 35, 356 N. E. 2d 639 (Ill. App. Ct. 3d Dist. 1976); Ohio: Infinite Security Solutions, L.L.C. v. Karam Props. II, Ltd., 143 Ohio St. 3d 346, 37 N. E. 3d 1211 (2015); Federle v. Federle, 2019 Ohio 2565 (Ct. App. 1st Dist. 2019); Walther v. Walther, 102 Ohio App. 3d 378, 383, 657 N. E. 2d 332 (Ct. App. 1st Dist. 1995); Holland v. Holland, 25 Ohio App. 2d 98, 101, 266 N. E. 2d 580 (Ct. App. Dist. 1970); Georgia: Leary v. Julian, 225 Ga. App. 472, 474, 484 S. E. 2d 75 (Ct. App. 1997); Sanders v. Graves, 297 Ga. App. 779, 779, 678 S. E. 2d 220 (Ct. App. 2009); Schafer Properties v. Tara State Bank, 220 Ga. App. 378, 380-381, 469 S. E. 2d 743 (Ct. App. 1996); North Carolina: Hardin v. KCS Intern., Inc., 199 N.C. App. 687, 682 S. E. 2d 726, (Ct. App. 2009); Bohannon v. Trotman, 214 N. C. 706, 720, 200 S. E. 852 (1939); Armstrong v. Polakavetz, 191 N. C. 731, 734-35, 133 S. E. 16 (1926); Michigan: Lentz v Lentz, 271 Mich. App. 465, 721 N. W. 2d 861 (Ct. App. 2006); Putney v. Haskins, 414 Mich. 181, 189; 324 N. W. 2d 729 (1982). Bers v. Bers, 161 Mich. App. 457, 464, 411 N. W. 2d 732 (Ct. App. 1987).

20. DH Overmyer Co. v. Loflin, 440 F. 2d 1213, 1215 (5th Cir. 1971).

21. Konzelman v. Konzelman, 158 N. J. 185, 729 A. 2d 7, 11 (1999).

22. See Unif. Probate Code § 3-912 (amended 2006) (Private Agreements Among Successors to Decedent Binding on Personal Representative); Fla. Stat. § 733.815 (interested persons may agree among themselves to alter interests, shares, or amounts to which they are entitled in a written contract they sign); Mich. Comp. Laws § 700.3914 (same).
23. See Uniform Law Commission, Collaborative Law Act Enactment Map available at <https://www.uniformlaws.org/committees/community-home?CommunityKey=fdd1de2f-baea-42d3-bc16-a33d74438eaf> and Sampson Collaborative Law', Statewide Chart of Enactment available at <https://sampsoncollaborativelaw.com/uniform-collaborative-law-act-ucla-statewide-chart>.
24. Fla. Stat. § 61.55 (2023).
25. Tex. Fam. Code § 15.001 (2023).
26. Perseo v. Donofrio, Case No. 4D2022-2706 (Fla. 4th DCA Feb. 7, 2024)
27. Schmachtenberg v. Schmachtenberg, 34 So. 3d 28 (Fla. 3d DCA 2010)
28. Crow v. Crow, 622 So. 2d 1226 (Miss. 1993); Wilson v. Stewart, 171 So. 3d 522 (Miss. Ct. App. 2014); Boleware v. Boleware, 450 So. 2d 92 (Miss. 1984); Mottley v. Mottley, 729 So. 2d 1289 (Miss. 1999).
29. Schueneman v. Schueneman, 591 N. E. 2d 603 (Ind. Ct. App. 1992)
30. Green v. Robertson, Record No. 0380-17-4 (Va. Ct. App. Mar. 20, 2018)
31. Douglas v. Hammett, 28 Va. App. 517, 507 S. E. 2d 98 (1998); Bingemann v. Bingemann, 551 So. 2d 1228 (Fla. 1st DCA 1989); Wood v. Wood, 266 Neb. 580, 667 N. W.

- 2d 235 (2003); *Foster v. Foster*, 266 Neb. 32, 662 N. W. 2d 191 (2003); *Pursley v. Pursley*, 144 S.W. 3d 820 (Ky. 2004); *Rogers v. Rogers*, 662 So. 2d 1111 (Miss. 1995)
32. *Pursley v. Pursley*, 144 S.W. 3d 820 (Ky. 2004)
33. *Garcia v. Gonzalez*, 654 So. 2d 1064 (Fla. 3d DCA 1995)
34. *Fessman Estate*, 386 Pa. 447, 126 A. 2d 676 (1956)
35. *Dills v. Perez*, 330 So. 3d 989 (Fla. 5th DCA 2021)
36. *Taylor v. Lutz*, 134 So. 3d 1146 (Fla. 1st DCA 2014); *Karsonovich v. Kempe*, No. M2017-01052-COA-R3-CV, 2018 WL 1091735, at *3 (Tenn. Ct. App. Feb. 27, 2018); *Vick v. Hicks*, No. W2013-02672-COA-R3-CV, 2014 WL 6333965, at *4 (Tenn. Ct. App. Nov. 17, 2014)
37. *Herbst v. Herbst*, 153 So. 3d 290 (Fla. 2d DCA 2014)
38. *Dills v. Perez*, 330 So. 3d 989 (Fla. 5th DCA 2021)
39. *O'Malley v. Pan Am. Bank of Orlando, N.A.*, 384 So. 2d 1258 (Fla. 1980); *Matter of Estate of Gustafson*, 287 N. W. 2d 700 (N.D. 1980)
40. *Quinn v. Quinn*, 225 N.J. 34, 137 A. 3d 423 (2016)
41. *Burns v. Burns*, 157 P. 3d 1037 (Alaska 2007)
42. *Lashkajani v. Lashkajani*, 911 So. 2d 1154 (Fla. 2005)
43. *Suess v. Suess*, 289 So. 3d 525 (Fla. 2d DCA 2019)
44. *Zolonz v. Zolonz*, 659 So. 2d 451 (Fla. 4th DCA 1995)
45. *Idelson v. Carmer*, 330 So. 3d 81 (Fla. 2d DCA 2021)
46. *Stevens v. Stevens*, 929 So. 2d 721 (Fla. 5th DCA 2006)
47. *Wade v. Hirschman*, 903 So. 2d 928, 932 n. 9 (Fla. 2005); *Mooney v. Mooney*, 729 So. 2d 1015 (Fla. 1st DCA 1999); *Arrabal v. Hage*, 19 So. 3d 1137 (Fla. 3d DCA 2009)
48. *Burke v. Burke*, 52 Va. App. 183, 662 S. E. 2d 622 (Va. Ct. App. 2008)
49. *Home Building & Loan Ass'n v. Blaisdell*, 290 U.S. 398, 54 S. Ct. 231, 78 L. Ed. 413 (1934); *Sveen v.*

Melin, 584 U.S. ___, 138 S. Ct. 1815, 201 L.Ed.2d 180 (2018); Energy Reserves Group, Inc. v. Kansas Power & Light Co., 459 U.S. 400, 103 S. Ct. 697, 74 L. Ed. 2d 569 (1983); Apartment Ass'n of Los Angeles Cty. v. City of Los Angeles, 10 F. 4th 905 (9th Cir. 2021).

50. Sveen v. Melin, 584 U.S. ___, 138 S. Ct. 1815, 1821-22, 201 L. Ed. 2d 180 (2018).

51. Feliciano v. Feliciano, 674 So. 2d 937 (Fla. 4th DCA 1996). See also, Puglisi v. Puglisi, 135 So. 3d 1146, 1148 (Fla. 5th DCA 2014); Jones v. Jones, 674 So. 2d 770, 774 (Fla. 5th DCA 1996); Dorsett v. Dorsett, 902 So. 2d 947, 951 (Fla. 4th DCA 2005); Martin v. Martin, 798 P. 2d 321 (Wyo. 1990); Jasper v. Jasper, 351 N. W. 2d 114, 117 (S.D. 1984); Napora v. Napora, 159 Mich. App. 241, 406 N. W. 2d 197, 199 (Ct. App. 1986); Hovater v. Hovater, 577 So. 2d 461 (Ala. Civ. App. 1990); In re Marriage of Thielges, 623 N. W. 2d 232 (Iowa Ct. App. 2000); In re Marriage of Witzenburg, 489 N. W. 2d 34 (Iowa Ct. App. 1992); In re Marriage of Hunt, 476 N. W. 2d 99 (Iowa Ct. App. 1991); Williams v. Pitney, 409 Mass. 449, 567 N. E. 2d 894 (1991); Masters v. Craddock, 4 Mass. App. Ct. 426, 351 N. E. 2d 217 (App. Ct. 1976); Phillips v. Jordan, 241 Mich. App. 17, 614 N. W. 2d 183 (Ct. App. 2000); Napora v. Napora, 159 Mich. App. 241, 406 N. W. 2d 197 (Ct. App. 1986); Bell v. Bell, 572 So. 2d 841 (Miss. 1990); Hill v. Robbins, 859 S. W. 2d 355 (Tenn. Ct. App. 1993); deBeaumont v. Goodrich, 162 Vt. 91, 644 A. 2d 843 (1994); Wilson v. Wilson, 12 Va. App. 1251, 408 S. E. 2d 576 (Ct. App. 1991); Watt v. Watt, 971 P. 2d 608 (Wyo. 1999).

52. Arthur v. Arthur, 54 So. 3d 454, 457 (Fla. 2011). See also [Sampson Collaborative Law, Florida Parenting](#)

[Plans & Events Reasonably Certain to Occur](https://sampsongcollaborativelaw.com/florida-parenting-plans-and-events-reasonably-certain-to-occur) available at <https://sampsongcollaborativelaw.com/florida-parenting-plans-and-events-reasonably-certain-to-occur>.

53. Sarah Abramowicz, Contractualizing Custody, 83 Fordham L. Rev. 67, 80 n. 58 available at: <https://digitalcommons.wayne.edu/lawfrp/258> (2014) (citations omitted).
54. Sedell v. Sedell, 100 So.2d 639, 642 (Fla. 1st DCA 1958); Griffith v. Griffith, 860 So. 2d 1069, 1072 (Fla. 1st DCA 2003); Williams v. Sapp, 255 So. 3d 912, 915 (Fla. 1st DCA 2018); Sarah Abramowicz, Contractualizing Custody, 83 Fordham L. Rev. 67, 80 n. 58 available at: <https://digitalcommons.wayne.edu/lawfrp/258> (2014) (citations omitted).