IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FIFTH DISTRICT

NOT FINAL UNTIL TIME EXPIRES TO FILE MOTION FOR REHEARING AND DISPOSITION THEREOF IF FILED

LETETIA N. BALDWIN F/K/A LETETIA N. HARRIS,

Appellant,

v. Case No. 5D19-2791

MARC D. HARRIS, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF HENRY LOUIS HARRIS, DECEASED, AND AS THE SUCCESSOR TRUSTEE OF THE HENRY L. HARRIS FAMILY TRUST,

Appellee.

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Opinion filed December 18, 2020

Appeal from the Circuit Court
for Seminole County,
Michael J. Rudisill, Judge.

Joseph A. Frein, of Joseph A. Frein, P.A., Orlando, for Appellant.

Robert Clayton Roesch and Alexander S. Douglas II, of Shuffield, Lowman & Wilson, P.A., Orlando, for Appellee.

EISNAUGLE, J.

Appellant, Letetia N. Baldwin f/k/a Letetia N. Harris ("Baldwin"), appeals a final summary judgment in favor of Appellee, Marc D. Harris, as Personal Representative of the Estate of Henry Louis Harris, Deceased, and as the Successor Trustee of the Henry

L. Harris Family Trust ("Appellee"), on all three counts of Baldwin's amended complaint. As to Counts I and II, Baldwin argues that the trial court erred in entering summary judgment because her former husband, Henry L. Harris ("Harris"), breached a prenuptial agreement when he failed to provide her with a monthly payment upon his death. As to Count III, Baldwin argues that summary judgment should be reversed because she established a presumption that transfers from the Trust were the product of undue influence.

We agree with Baldwin as to Counts I and II and reverse the summary final judgment on those counts. We affirm as to Count III without further discussion.

Prior to taking their vows, Baldwin and Harris executed a prenuptial agreement. Pertinent here, paragraph 10(e) of the agreement provides:

> If LETETIA survives HENRY, and the parties are not married at HENRY's death, HENRY shall provide, in his estate planning documents or otherwise, for LETETIA to continue to receive the monthly payment in the same amount she was receiving as of the date of HENRY's death pursuant to Paragraph 11(c) as long as she shall live.

It is undisputed that Baldwin survived Harris, and that they were not married at the time of Harris's death. It is further undisputed that Harris created a Trust prior to his death which purports to provide Baldwin with a monthly payment, but that he intentionally defunded the Trust shortly before his death.

On appeal, Baldwin argues that the plain language of paragraph 10(e) does not permit Harris to simply include empty words in his estate planning documents, but rather required that he provide for Baldwin to actually receive a monthly payment, either via his estate planning documents or otherwise. Appellee, on the other hand, argues that Harris complied with the plain language of the prenuptial agreement when he included a

provision in his Trust requiring a monthly payment to Baldwin, regardless of whether the Trust was funded.

Interpretation of a Contract Generally

The interpretation of a prenuptial agreement—a contract—is a question of law reviewed de novo. *Hahamovitch v. Hahamovitch*, 174 So. 3d 983, 986 (Fla. 2015); *Nagel v. Cronebaugh*, 782 So. 2d 436, 439 (Fla. 5th DCA 2001).

"Where a contract is clear and unambiguous, it must be enforced pursuant to its plain language." *Hahamovitch*, 174 So. 3d at 986 (citing *Crawford v. Barker*, 64 So. 3d 1246, 1255 (Fla. 2011)). When interpreting an agreement, "[w]ords and phrases . . . should be given a natural meaning or the meaning most commonly understood in relation to the subject matter and the circumstances; and a reasonable construction is preferred to one that is unreasonable." *Sheldon v. Tiernan*, 147 So. 2d 167, 169 (Fla. 2d DCA 1962) (citation omitted); *see also Mason v. Fla. Sheriffs' Self-Ins. Fund*, 699 So. 2d 268, 270 (Fla. 5th DCA 1997) (a contract "must be read in light of the skill and experience of ordinary people, and be given [its] everyday meaning as understood by the 'man on the street'" (quoting *Thomas v. Prudential Prop. & Cas.*, 673 So. 2d 141, 142 (Fla. 5th DCA 1996))).

Of course, "[t]he entire contract should be considered and provisions should not be considered in isolation to other provisions in the contract." *Walsh v. Walsh*, 262 So. 3d 212, 215 (Fla. 5th DCA 2018) (citation omitted). "An interpretation of a contract which gives a reasonable, lawful and effective meaning to all of the terms is preferred to an interpretation which leaves a part unreasonable, unlawful or of no effect." *Seabreeze*

Rest., Inc. v. Paumgardhen, 639 So. 2d 69, 71 (Fla. 2d DCA 1994) (quoting *Herian v. Se. Bank*, *N.A.*, 564 So. 2d 213, 214 (Fla. 4th DCA 1990)).

The Prenuptial Agreement

Appellee boldly argues that Harris did, at least in some obscure and technical sense, "provide for" a payment when he included such a directive in his estate planning documents. In Appellee's view, Harris provided for a payment with words, but had no obligation to ensure that Baldwin actually received a payment.

However, such an interpretation strains the contractual language well beyond the bounds of common understanding. Paragraph 10(e) does not say that Harris would provide for Baldwin to continue receiving a monthly payment *if his estate still has available funds*. Nor does it say that Baldwin will continue receiving a monthly payment *unless Harris defunds the Trust before his death*. Instead, we conclude that the plain and ordinary meaning of paragraph 10(e) is that Harris agreed to arrange for Baldwin to actually receive the monthly payment—not that she would receive meaningless language in an estate planning document.

Appellee implores us not to read paragraph 10(e) in isolation. Specifically, Appellee correctly observes that, pursuant to paragraph 3, Harris had the sole right to control and manage his separate assets. Paragraph 3 provides in relevant part:

> Each of the parties shall retain independent control and management of his or her separate property (as hereinafter defined), whether now owned or hereafter acquired. Each party shall have the sole, unqualified, exclusive right to buy, sell, give, devise, encumber, create a security interest in, use, consume or otherwise dispose of or deal with his or her separate property as freely, and without joinder or consent by the other, as if he or she was unmarried.

Appellee argues that paragraph 3 allowed Harris unfettered discretion to dispose of his assets, and that paragraph 10(e) must therefore mean that Harris need do no more than direct a payment to Baldwin from an empty Trust. We disagree.

In our view, paragraph 3 and paragraph 10(e) can be harmonized so that both are given their common, ordinary, and everyday meaning. While paragraph 3 clearly prohibited Baldwin from controlling the way in which Harris complied with paragraph 10(e),[1] it does not negate Harris's obligation to provide for a monthly payment through a vehicle of his choosing. In other words, while Harris was free to choose from any of the several options which would provide Baldwin with the required monthly payment, he was not at liberty to avoid the payment altogether. To give the agreement any other construction would render paragraph 10(e) essentially meaningless.

We therefore reverse the summary final judgment entered in favor of Appellee as to Counts I and II and otherwise affirm.

AFFIRMED in part; REVERSED in part; and REMANDED.

WALLIS and LAMBERT, JJ., concur.

[1] Our record indicates that Baldwin unsuccessfully attempted to do exactly that during the parties' divorce proceeding.