

Eastwood v. Eastwood

A step by step walk-through of your MPT method

The task: you work at **West & Martin** for **Louisa Eastwood**, who is divorcing and fears a one-sided premarital agreement. You write an **opinion letter** analyzing the agreement's enforceability and her likelihood of successfully challenging it.

THE THREE CHALLENGES (FPAA § 105)

- 1 **Involuntary?** § 105(1)(a): apply the five *Richards* voluntariness factors. **Likely voluntary.**
- 2 **Unconscionable when signed?** § 105(1)(b): gross disparity in bargaining power (*Federman*). **Likely not (closer call).**
- 3 **Sever the spousal-support waiver?** § 105(3): substantial hardship from a material change (*Hughes*). **Likely YES, her best claim.**

The key + format: the property terms (incl. the home) are probably enforceable, but the **spousal-support waiver is likely severable**. Write an opinion letter to a nonlawyer: address each question independently, give a conclusion for each, cite the FPAA and the cases, and explain in plain language. No separate statement of facts.

YOUR METHOD The six moves, applied to this file

Structure first, rules second, facts last, matched to the rules, then write the letter.

- 1 **Read the task memo twice:** one opinion letter to Louisa; focus only on the validity of the premarital agreement (home + spousal support).
- 2 **Work the Library and pull the rules:** the FPAA (§§ 102, 104, 105) and three cases (*Richards*, *Federman*, *Hughes*). Tag each with a color.
- 3 **Anchor your client and matter:** Louisa, 14-year marriage, left her career to raise the kids, now has rheumatoid arthritis; the agreement waives property and support.
- 4 **Jot the case parties:** *Richards/Kosik* (involuntary), *Brandt* (voluntary), *Federman* (unconscionable), *Hughes* (spousal-support severance). These are your yardsticks.
- 5 **Work the File and match facts to each rule:** the interview, the email, and the agreement supply the facts for each of the three issues.
- 6 **Outline, then write:** one section per legal question, each with a plain-language conclusion.

STEP 1 Read the task memo twice for the structure

One opinion letter, three independent questions. Lock this first:

WHO YOU ARE an associate at West & Martin, advising client Louisa Eastwood.

WORK PRODUCT an opinion letter (plain language, no separate statement of facts, a conclusion for each question).

QUESTION 1 was the agreement signed voluntarily? (§ 105(1)(a))

QUESTION 2 was it unconscionable when executed? (§ 105(1)(b))

QUESTION 3 can the spousal-support waiver be severed for substantial hardship? (§ 105(3))

STEP 2 Work the Library: pull the rules

One statute and three cases. Read for the black letter, then color-tag; reuse the colors in Step 5.

The statute (FPAA)

- › **§ 105(1)**: an agreement is unenforceable if the person resisting it proves it was (a) not signed voluntarily or (b) unconscionable when executed. Unconscionability is a question of law (§ 105(2)).
- › **§ 105(3)**: a court may refuse to enforce a spousal-support provision if enforcement would cause substantial hardship from a material change in circumstances arising after signing; that provision is then severed.
- › **§ 104**: parties may waive property rights and modify or eliminate spousal support (§ 104(1)(d)); but child support cannot be adversely affected (§ 104(2)).

The three cases (your yardsticks)

- › **Richards v. Richards** (2010): sets the five voluntariness factors; held INVOLUNTARY (signed the day before the wedding, hidden finances). Cites *Kosik (involuntary)* and *Brandt (voluntary)*.
- › **Federman** (2011): a gross disparity in bargaining power (19-year-old pregnant dropout vs 38-year-old) made the agreement unconscionable (*Rider* standard).
- › **Hughes** (2017): even a valid agreement's spousal-support waiver was severed after a material change (job loss + paralysis) caused substantial hardship (§ 105(3)).

STEP 3 Anchor your client and jot the parties

YOUR CLIENT Louisa, 46, PhD; married 14 years; left her professorship to raise the kids; now has rheumatoid arthritis.

THE AGREEMENT keeps all property titled in William's name (incl. the home + earnings) and waives all spousal support.

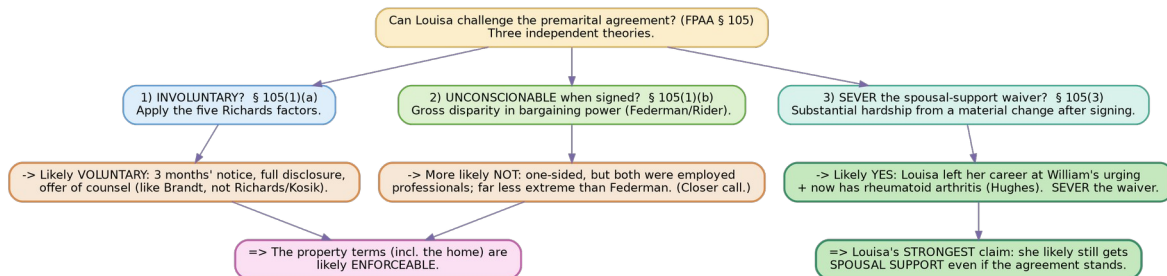
HOW IT WAS SIGNED 3 months before the wedding; full asset disclosure; William offered to pay for her lawyer; she did not consult one.

THE YARDSTICKS Richards/Kosik (invalid) vs Brandt (valid); Federman (unconscionable); Hughes (support waiver severed).

STEP 4 Three questions, one strong answer

Two challenges to the whole agreement probably fail; the third, aimed only at the support waiver, likely wins. The hinge: **even a valid agreement's spousal-support waiver can be severed for later hardship** (§ 105(3), Hughes).

- › **VOLUNTARY**: 3 months' notice, full disclosure, an offer of counsel (like Brandt). → likely voluntary.
- › **UNCONSCIONABLE**: one-sided, but both were employed professionals (far less than Federman). → likely not.
- › **SEVER SUPPORT**: she left her career at William's urging + now has RA = material change + substantial hardship (Hughes). → likely severed.



The property terms (incl. the home) likely stand, but the spousal-support waiver is likely severed, so Louisa likely still gets support.

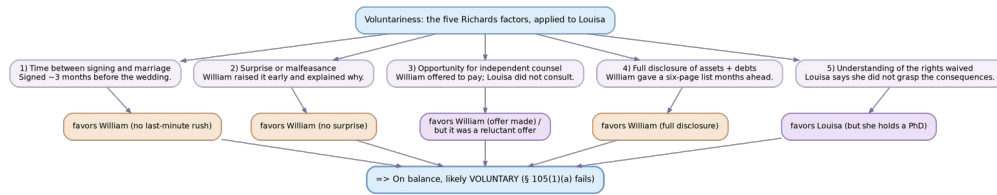
STEP 5 Match law to Louisa's facts

Snap each question to the governing law and the facts. Same color = one thread.

FPAA framework
voluntariness
unconscionability
support waiver / 105(3)
material change
the cases
home / 50-50
facts for William

ISSUE + GOVERNING LAW (LIBRARY)	WHAT IT MEANS FOR LOUISA (THE FACTS)
Voluntariness (<i>Richards</i>; § 105(1)(a)): five factors, all about the circumstances of signing.	She had 3 months, full disclosure, and an offer of counsel. Like <i>Brandt</i> (valid), not <i>Richards/Kosik</i>. → voluntary.
Unconscionability (<i>Federman</i>; § 105(1)(b)): a gross disparity in bargaining power, one-sidedness = oppression.	The deal is one-sided, but both were employed professionals when they signed, unlike <i>Federman's 19-year-old</i>. → likely not.
Support waiver (<i>Hughes</i>; § 105(3)): sever if substantial hardship from a material change after signing.	She left her career at William's urging and now has rheumatoid arthritis. Like <i>Hughes</i> (job loss + paralysis). → SEVER.
The stakes (<i>Family Code</i> § 14(a)): without the agreement, a 50-50 presumption on the home.	Because voluntariness + unconscionability likely fail, the property/home terms hold; her win is the spousal support, not the house.

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The five voluntariness factors mostly favor William, so the agreement was likely signed voluntarily.

STEP 6 Outline, then write the opinion letter

One **section per question**, each ending in a plain-language **conclusion**. Explain, do not just cite.

OPEN Greet Louisa, state the purpose (whether the agreement is enforceable), and preview the bottom line.

Q1 + Q2 Voluntariness and unconscionability: explain the rule, apply her facts, conclude each **likely fails**.

Q3 Spousal-support waiver: her **strongest** point. The **RA + career sacrifice** likely let a court sever it (Hughes).

CLOSE Net advice: the home is probably lost, but she likely keeps a strong claim to spousal support. Offer next steps.

BEFORE YOU HAND IT IN Point-losers on this file

- › Overstating her odds. **Be candid**: voluntariness and unconscionability **likely fail**; only the support waiver is a strong bet.
- › Missing **§ 105(3)**. A valid agreement can STILL lose its **spousal-support waiver** for later hardship (Hughes). This is the whole case.
- › Not naming the **material change**: both the **RA diagnosis AND the 10 years out of work** at William's urging.
- › Skipping the **five voluntariness factors** one by one, or forgetting to distinguish Brandt from Richards/Kosik.
- › Writing like a brief. **Plain language** for a nonlawyer; no separate statement of facts; a clear conclusion per question.