SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-0499-21

G.H.,

Plaintiff-Respondent/
Cross-Appellant,

v.

M.M.,

Defendant-Appellant/
Cross-Respondent.

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Argued December 22, 2022 – Decided April 18, 2023

Before Judges Gilson, Rose and Gummer.

On appeal from the Superior Court of New Jersey, Chancery Division, Family Part, Essex County, Docket No. FM-07-1495-15.

Angelo Sarno argued the cause for appellant/cross-respondent (Snyder Sarno D'Aniello Maceri and Da Costa LLC, attorneys; Angelo Sarno and Scott D. Danaher, of counsel and on the briefs).

Carl J. Soranno argued the cause for respondent/cross-appellant (Brach Eichler LLC, attorneys; Carl J. Soranno, of counsel and on the briefs).

PER CURIAM

In this post-judgment matrimonial appeal, defendant M.M. appeals and plaintiff G.H. cross-appeals from certain provisions of Family Part orders issued on June 11, and September 30, 2021.[1] The parties disagree about the scope of the judge's authority to decide the issues raised in their motions and cross-motions. Based on the clear language of their marital settlement agreement (MSA), we affirm the judge's order granting defendant's motion for the appointment of a new parenting coordinator. We also affirm the provisions of the orders granting the interim applications concerning certain critical issues regarding the parties' children's medical treatment, health, and well-being. To the extent the judge adjudicated non-emergent issues, we reverse those provisions of the orders.

I.

The parties married in 2000 and had three children: Sarah, born in 2007; Leigh, born in 2010; and Elise, born in 2012. They divorced by way of a September 19, 2018 dual judgment, which incorporated the parties' September

[1] Because we discuss medical issues regarding the parties' children, we use initials and fictitious names to protect their privacy. See R. 1:38-3(d)(3).

10, 2018 MSA. The parties amended the MSA on May 17, 2019, providing a parenting-time schedule and a procedure for custodial exchanges.

As reflected in the MSA, the parties agreed to share joint legal and physical custody of the children "with each of them having an equal amount of parenting time." Pursuant to paragraph four of the MSA, if the parties were "unable to agree upon a decision that [was] in the best interest of the children," they would engage Phyllis Klein, Esq. "for parenting coordination." The parties agreed Ms. Klein's written recommendations would "be binding, subject to either party's right to file an application with the [c]ourt to vacate said recommendations . . . ." In addition to that general provision, the parties specifically agreed in paragraph fifteen of the MSA to "attend mediation with Ms. Klein to agree upon an equal parenting[-]time schedule"; "submit the issue to binding arbitration with Ms. Klein" if they were unable to reach agreement through mediation; and "address a parenting schedule, including any and all other ancillary issues relating to parenting (e.g. pick ups and drop offs), and resolve all such issues with Ms. Klein."[2] In paragraph sixteen, the parties agreed

[2] The parties expressly consented that Klein could serve as arbitrator and mediator, citing Minkowitz v. Israeli, 433 N.J. Super. 111 (App. Div. 2013).

that "in the event that there is any dispute regarding the children, said dispute shall be submitted to Ms. Klein as the Parent Coordinator."

In paragraph eighty-two of the MSA, the parties agreed to the following:

> Any and all disputes arising out of or under [the MSA], or a breach thereof, shall be resolved through arbitration in accordance with N.J.S.A. 2A:23B-l, et seq. administered by Ms. Klein, or another agreed upon arbitrator in the event Ms. Klein is unable to serve in this role at such time.

On August 7, 2019, defendant sent an email declaring he was terminating Klein's services. In response, Klein advised he could not unilaterally fire her, but she unilaterally could withdraw and was withdrawing, having "withstood more than [her] share of abuse."

On September 1, 2020, defendant filed an order to show cause. He withdrew that application pursuant to a September 17, 2020 consent order in which the parties agreed to a particular parenting-time schedule for that month. The parties also agreed to attend ten co-parenting sessions by March 31, 2021, and that if those sessions were not successful, either party could move for the appointment of a new parenting coordinator.

On March 30, 2021, defendant moved for an order restraining plaintiff from picking up prescription medication for their children, compelling her to provide him with any prescriptions in her possession and to submit to an

antidepressant drug screen, and appointing a replacement parenting coordinator. Defendant accused plaintiff of using antidepressant medication that had been prescribed for their daughter Sarah. A week earlier, he had filed "an emergent application" seeking the same relief, but the court denied it as "non-emergent."

Plaintiff opposed defendant's motion and cross-moved, seeking seventeen prayers for relief. Among other things, plaintiff asked the court to enforce the September 17, 2020 consent order by requiring defendant to attend the remaining co-parenting sessions, modify the MSA to give her the final authority to make medical decisions regarding the children, require defendant to attend anger management classes, and prohibit him from keeping any firearms in his house or exposing their children to his firearms. She asserted defendant had made a false referral to the Division of Child Protection and Permanency about her and accused him of "obstructing and interfering with the timeliness and continuity of [their] children's medical, dental, and orthodontia care." She also asserted Sarah had been identified as being "suicidal" and in need of a new therapist and Leigh had been recommended to undergo a psychiatric evaluation and supplemental treatment.

In a reply certification, defendant opposed plaintiff's cross-motion, arguing that none of the issues she had raised in her cross-motion should have

been before the court given "the alternative dispute resolution processes" set forth in the MSA. He conceded "the same could have been said about the issues in [his] . . . [m]otion except that [p]laintiff refuses to comply with the alternative dispute resolution processes."

At argument, defense counsel advised the motion judge that the only relief defendant still sought was the appointment of a replacement parenting coordinator. Rejecting plaintiff's argument that, pursuant to the September 17, 2020 consent order, the parties had to complete the co-parenting sessions before a new parenting coordinator could be appointed, the judge granted the motion, finding:

> But they also agreed to do it by March 31st and they didn't. The issue here, if you read these papers, . . . is . . . the effect on these children. I know what they agreed to and clearly these parties can't resolve much. It is inflammatory. It's not in the best interest of the children to have these things linger and continue to fester and have the children have the issues. That's whether they agreed they were going to finish these ten [sessions] or not, I don't think it's in the children's best interest to continue along this path three months after they were supposed to have this done. They didn't finish it. I think that the parenting coordinator in this case is absolutely necessary.
>
> . . . .
>
> They should continue [the co-parenting classes]. They agreed to. But I am not going to delay appointing

> a parenting coordinator because they haven't finished a couple of classes. They – obviously, these have done nothing so far. If you read these papers, it's clear to me that whatever sessions they had aren't working. Completing a few more, I don't know that that's going to work either.
>
> So it is absolutely necessary in this case for these children to get some relief. These parents have to learn how to co-parent. The classes are great to help them. But it's obviously not helping them right now.
>
> So I am going to appoint a parenting coordinator in this case. I would rather that the two of you decide who that may be. Do you think you can?

After some discussion about whether the parties could agree on a parenting coordinator, the judge directed the parties to advise her within ten days if they were not able to reach agreement and stated she then would appoint someone. Plaintiff's counsel expressed a preference for "someone with a mental health background, versus an attorney." With defendant's consent, the judge granted that request. The judge memorialized that directive in the June 11, 2021 order.

Despite the judge's ruling, plaintiff's counsel asserted the parties' children were "in crisis" and that arbitrators and parenting coordinators are not "equipped" to deal with all issues regarding the children. For example, plaintiff's counsel asserted whether a child should have a "psych" evaluation is

something the court should decide. The judge agreed. Plaintiff's counsel also asserted that issues regarding the children's therapy, defendant's possession of firearms, and defendant's obligation to contribute to the children's medical expenses should be decided by the court and that "medical decision making is not appropriate for a parent coordinator." Plaintiff's counsel continued to argue for the other relief requested in the cross-motion, including requiring defendant to undergo anger-management therapy and modifying his child-support obligation.

The judge acknowledged the parties had agreed in the MSA to arbitrate their disputes.

> I recognize that there was a provision in the parties' [MSA] that says that they agreed that any disputes arising out of the agreement or a breach, shall be resolved through arbitration. I agree with that. That [is] what the parties agreed to. That [is] what should control.
>
> They made an agreement . . . [they] believed that that was in the best interest of both of them and their children.

The judge, nevertheless, adjudicated some parts of plaintiff's cross-motion, stating "I need these children to get what they need" and "[t]here are some issues, however, that the court feels are absolutely important to the well-being and stability of the children and they brought this action to the court."

Citing her "obligation for the best interest of the children," the judge held Leigh's therapy "must continue" and granted the aspect of the cross-motion seeking implementation of the recommendations of Leigh's mental-health professionals but also found that "any disputes . . . should be raised in arbitration." The judge confirmed the parties' agreement to retain a therapist for Sarah. The judge denied plaintiff's request to modify the MSA to give her the final authority to make medical issues regarding the children, finding the issue should be decided by an arbitrator and the court should not rewrite the MSA given that the parties had agreed about an MSA "they believe works for their family."

As for unreimbursed medical expenses, the judge granted the cross-motion and required the parties to pay their share of the expenses and "then go to arbitration" to resolve any dispute. The judge directed the parties exchange invoices of other unreimbursed expenses and determine "who owes who[m] what" and required them to submit any disputed expenses "to the arbitrator for a determination based on their [MSA]." As for the anger-management request, the judge held defendant's therapist would "address defendant's behavior . . . and if the therapist recommends a program for the defendant to attend, defendant shall fully cooperate." Because defendant did not own a gun, the judge held the aspect of the cross-motion regarding defendant's possession of firearms was not

ripe and ordered defendant to notify plaintiff "immediately" if he obtained a firearm. The parties agreed defendant would make an annual payment of supplemental child support to plaintiff on April 1. The judge denied plaintiff's request to charge defendant interest on that payment because she "[did not] see it in the [MSA]" and was "not rewriting the parties' [MSA]." The judge held the child-support modification request would be decided by the arbitrator. The judge denied the parties' counsel-fee applications. The judge included those directives in the June 11, 2021 order.

On June 29, 2021, defendant moved for reconsideration and vacation of the provision of the June 11 order requiring him to notify plaintiff immediately if he obtained a firearm.

According to plaintiff, on July 24, 2021, she had Leigh transported to a hospital because Leigh was "in a rage, acting in an out-of-control manner and being physically abusive . . . ." Defendant filed an order to show cause seeking sole legal and physical custody of Leigh and to suspend plaintiff's parenting time with Leigh. The judge denied that application as "non-emergent." According to plaintiff, since the July 24 incident, defendant had not delivered Leigh to plaintiff for her parenting time. According to defendant, Leigh refused to return to plaintiff's house.

On August 26, 2021, plaintiff cross-moved, seeking fourteen different prayers for relief seeking, among other things, reconsideration of the appointment of a parenting coordinator, implementation of certain "terms/procedures/ parameters" for the parenting coordinator, enforcement of the MSA regarding plaintiff's right to have parenting time with Leigh, the imposition of daily monetary sanctions on defendant if he failed to comply with the parenting-time schedule or his expense obligations, certain procedures regarding medication, and clarification of whether she would be "entitled to any transparency" regarding defendant's therapist's recommendations. In a reply certification, defendant argued plaintiff was once again forum shopping, seeking to have issues adjudicated by the motion judge instead of cooperating with parenting coordination and arbitration as required in the MSA.

At argument, the parties confirmed they had agreed on a new parenting coordinator, who would be available the following month, and to complete additional co-parenting therapy sessions. After hearing argument on defendant's motion, the judge denied it, holding "[t]he point of this provision was not to limit [defendant's] right to own a gun or to have a gun. . . . It's just a notice requirement that's all."

As to plaintiff's cross-motion, the judge denied her request for reconsideration of the appointment of a new parenting coordinator, finding "there's no question that the two of you cannot co-parent without a parent coordinator. . . . Between the two of you, you can't agree to anything. There needs to be some form of a parent coordinator in place." The judge also denied plaintiff's request to "implement specific terms for the parenting coordinator to follow," finding "[t]he parenting coordinator is going to handle whatever issues are specified in the [MSA]."

Regarding plaintiff's request that the judge enforce the MSA to give her parenting time with Leigh, the judge rejected defendant's argument that the parenting coordinator should decide that issue. The judge held, "[t]his is not just about an argument, both parties have a right . . . to have parenting time with the children. This is a withholding of parenting time." Stating "we can't just basically rip off a Band-Aid and send this kid back there when he doesn't want to go," the judge did not order the resumption of parenting time but directed plaintiff and Leigh to attend reunification therapy with a therapist chosen by plaintiff who would be paid equally by both parties. Stating she "want[ed] a professional for this child immediately," the judge appointed a psychiatrist for

Leigh and ordered the parties to maintain Sarah's treatment plan and medication schedule.

The judge considered plaintiff's request to amend the provision in the June 11 order regarding the scheduling of defendant's payment of supplemental child support and the imposition of interest and held defendant would make the payments every six months and interest would not be imposed. The judge denied plaintiff's request to order the parties not to expose their children to firearms and to impose daily monetary sanctions for late payments. The judge issued an order on September 30, 2021, memorializing those holdings.

Defendant appeals paragraphs five (ordering Leigh's therapy to continue and that the parties cooperate with the recommendations of Leigh's health professionals), nine (ordering the parties to pay their share of unreimbursed medical and dental expenses and submit any disagreements to arbitration), ten (ordering the parties to "work together" to review previously submitted unreimbursed expenses, pay any outstanding amount in thirty days, and submit any disagreements to the parenting coordinator), twelve (denying plaintiff's request to prevent defendant from possessing a firearm but requiring defendant to notify plaintiff immediately if he obtains one), and fourteen (denying

plaintiff's request to charge interest on defendant's annual supplemental child support payment) of the June 11, 2021 order.

Defendant also appeals paragraphs one (denying defendant's motion to reconsider the firearms-notice requirement), seven (ordering plaintiff and Leigh to attend reunification therapy and requiring the parties to cooperate in the therapist's recommendations), nine (confirming the parties' agreement that Leigh see a psychiatrist, appointing a psychiatrist to see Leigh "as soon as possible," and requiring the parties to cooperate in her recommendations), ten (ordering the parties to maintain Sarah's treatment plan and medication), and twelve (ordering defendant to pay supplemental child support every six months without interest) of the September 30, 2021 order.

On appeal, defendant argues the judge exceeded her authority in entering those paragraphs because the MSA requires the parties to submit the issues underlying those paragraphs to the parenting coordinator or the arbitrator. He contends the judge improperly rewrote the MSA's provision about supplemental child support payments and infringed on his Second Amendment right to keep and bear arms by requiring him to notify plaintiff if he obtained a firearm.

Plaintiff cross-appeals paragraphs four (granting defendant's motion to appoint a parenting coordinator) and sixteen (denying the parties' attorneys' fees

applications) of the June 11, 2021 order. She also cross-appeals paragraphs two (denying her request to prevent defendant from keeping any firearms in his house or exposing their children to his firearms), three (denying her motion to reconsider the appointment of a parenting coordinator), and four (denying her request to implement specific terms for the parenting coordinator) of the September 30, 2021 order. Plaintiff also asserts the judge failed to address her request to enforce the MSA by requiring defendant to return Leigh to her for parenting time.[3]

On appeal, plaintiff argues the judge had a duty under the court's parens patriae jurisdiction to protect the parties' children from defendant's alleged "pattern of abuse" and that she could not delegate that duty to a parenting

[3] We list the ordering paragraphs and alleged omission plaintiff designated in her notice of cross-appeal. In her brief, plaintiff identifies several additional paragraphs of the orders as being the subject of her cross-appeal. In determining what a party is appealing, we are guided by the information set forth in the party's notice of appeal and consider only the items designated in the notice of appeal. See R. 2:5-1(f)(2)(ii) (requiring an appellant in a civil action to "designate" in a notice of appeal "the judgment, decision, action or rule, or part thereof, appealed from . . . ."); Pressler & Verniero, Current N.J. Court Rules, cmt. 5.1 on R. 2:5-1(f)(1) (2023) ("Courts have concluded that only the judgments or orders or parts thereof designated in the notice of appeal are subject to the appeal process and review"); Sikes v. Township of Rockaway, 269 N.J. Super. 463, 465-66 (App. Div.) (holding that an issue raised in a brief but not designated in a notice of appeal was not properly before the court), aff'd o.b., 138 N.J. 41 (1994).

coordinator despite what the parties had agreed to in the MSA. Plaintiff also contends the judge did not infringe on defendant's Second Amendment rights by imposing a notice requirement.

II.

"We review the Family Part judge's findings in accordance with a deferential standard of review, recognizing the court's 'special jurisdiction and expertise in family matters.'" Thieme v. Aucoin-Thieme, 227 N.J. 269, 282-83 (2016) (quoting Cesare v. Cesare, 154 N.J. 394, 413 (1998)). We reverse "only when a mistake must have been made because the trial court's factual findings are 'so manifestly unsupported by or inconsistent with the competent, relevant and reasonably credible evidence as to offend the interests of justice . . . .'" Spangenberg v. Kolakowski, 442 N.J. Super. 529, 535 (App. Div. 2015) (quoting Rova Farms Resort, Inc. v. Invs. Ins. Co. of Am., 65 N.J. 474, 484 (1974)); see also D.M.C. v. K.H.G., 471 N.J. Super. 10, 27 (App. Div. 2022) (finding "[a]n abuse of discretion exists 'when a decision is made without a rational explanation, inexplicably departed from established policies, or rested on an impermissible basis'") (internal quotation marks omitted) (quoting U.S. Bank Nat'l Ass'n v. Guillaume, 209 N.J. 449, 467-68 (2012)). We review de novo questions of law. Amzler v. Amzler, 463 N.J. Super. 187, 197 (App. Div.

2020). The "[i]nterpretation and construction of a contract is a matter of law for the court subject to de novo review." Steele v. Steele, 467 N.J. Super. 414, 440 (App. Div.) (quoting Fastenberg v. Prudential Ins. Co. of Am., 309 N.J. Super. 415, 420 (App. Div. 1998)), certif. denied, 248 N.J. 235 (2021). We review a trial court's order on a reconsideration motion under an abuse-of-discretion standard. Branch v. Cream-O-Land Dairy, 244 N.J. 567, 582 (2021).

Settlement of matrimonial disputes is "encouraged and highly valued in our system." Quinn v. Quinn, 225 N.J. 34, 44 (2016). "The prominence and weight we accord such [settlements] reflect the importance attached to individual autonomy and freedom, enabling parties to order their personal lives consistently with their post-marital responsibilities." Weishaus v. Weishaus, 180 N.J. 131, 143 (2004) (quoting Konzelman v. Konzelman, 158 N.J. 185, 193 (1999)). "'[S]trong public policy favor[s] stability of arrangements' in matrimonial matters." Konzelman, 158 N.J. at 193 (quoting Smith v. Smith, 72 N.J. 350, 360 (1977)); see also Quinn, 225 N.J. at 44.

Matrimonial settlement agreements are governed by basic contract principles and, as such, courts should discern and implement the parties' intentions. J.B. v. W.B., 215 N.J. 305, 326 (2013). "[W]hen the intent of the parties is plain and the language is clear and unambiguous, a court must enforce

the agreement as written, unless doing so would lead to an absurd result." Quinn, 225 N.J. at 45. "[A] court should not rewrite a contract or grant a better deal than that for which the parties expressly bargained." Ibid. "At the same time, 'the law grants particular leniency to agreements made in the domestic arena,' thus allowing 'judges greater discretion when interpreting such agreements.'" Pacifico v. Pacifico, 190 N.J. 258, 266 (2007) (quoting Guglielmo v. Guglielmo, 253 N.J. Super. 531, 542 (App. Div. 1992)). "The court's role is to consider what is written in the context of the circumstances at the time of drafting and to apply a rational meaning in keeping with the 'expressed general purpose.'" Ibid. (quoting Atl. N. Airlines, Inc. v. Schwimmer, 12 N.J. 293, 302 (1953)).

We review de novo a decision regarding the enforceability of an arbitration agreement. Skuse v. Pfizer, Inc., 244 N.J. 30, 46 (2020); Perez v. Sky Zone LLC, 472 N.J. Super. 240, 247 (App. Div. 2022). Whether a party is bound to arbitrate a dispute is a question of law, and we conduct a plenary review of that legal issue. See Morgan v. Sanford Brown Inst., 225 N.J. 289, 302-03 (2016).

Pursuant to its express terms, the MSA is governed by the New Jersey Arbitration Act (NJAA), N.J.S.A. 2A:23B-1 to -32. Under the NJAA,

"arbitration is fundamentally a matter of contract." Perez, 472 N.J. Super. at 247. The NJAA permits arbitration agreements to be regulated under general contract principles; thus, a court may enforce or invalidate an arbitration clause under those principles. N.J.S.A. 2A:23B-6(a); Flanzman v. Jenny Craig, Inc., 244 N.J. 119, 133-34 (2020).

In the NJAA, the Legislature expressed a policy favoring arbitration. Atalese v. U.S. Legal Servs. Grp., L.P., 219 N.J. 430, 440 (2014); see also Flanzman, 244 N.J. at 133 (finding New Jersey's affirmative legislative and judicial policies favor arbitration as a dispute-resolution mechanism). The preference for arbitration, however, "is not without limits." Gayles by Gayles v. Sky Zone Trampoline Park, 468 N.J. Super. 17, 23 (App. Div.) (quoting Garfinkel v. Morristown Obstetrics & Gynecology Assocs., P.A., 168 N.J. 124, 132 (2001)), certif. denied, 248 N.J. 422 (2021). To be enforceable, "[a]n arbitration agreement must be the result of the parties' mutual assent, according to customary principles of state contract law." Skuse, 244 N.J. at 48. "Thus, 'there must be a meeting of the minds for an agreement to exist before enforcement is considered.'" Ibid. (quoting Kernahan v. Home Warranty Adm'r of Fla., Inc., 236 N.J. 301, 316 (2019)).

Parents have the right "to choose the forum in which their disputes over child custody and rearing will be resolved, including arbitration." Fawzy v. Fawzy, 199 N.J. 456, 461-62 (2009); see also Faherty v. Faherty, 97 N.J. 99, 108-09 (1984) (finding enforceable a provision in a marital separation agreement to arbitrate disputes regarding alimony and child-support obligations). "[T]he entitlement to autonomous family privacy includes the fundamental right of parents to make decisions regarding custody, parenting time, health, education, and other child-welfare issues between themselves, without state interference. That right does not evaporate when an intact marriage breaks down." Fawzy, 199 N.J. at 476. Thus, "the bundle of rights that the notion of parental autonomy sweeps in includes the right to decide how issues of custody and parenting time will be resolved." Id. at 477. "[W]hen parties in a dissolution proceeding agree to arbitrate their dispute, the general rules governing the conduct of arbitration shall apply . . . ." Id. at 480. However, in addition to the procedures and remedies provided in the NJAA for review of an arbitration award, if a party claims the award threatens harm to a child "and a prima facie case [is] advanced, the court must determine the harm issue." Id. at 478.

The clear language of the MSA demonstrates the parties' mutual agreement to use a parenting coordinator and arbitrator to resolve their post-divorce disputes. Plaintiff does not dispute the judge's interpretation of the MSA's provisions regarding the parenting coordinator and arbitrator. She does not seek to set aside the MSA because it was "achieved through coercion, deception, fraud, undue pressure, or unseemly conduct" or because she was "not competent to voluntarily consent" to it. See Peskin v. Peskin, 271 N.J. Super. 261, 276 (App. Div. 1994). In fact, she seeks to enforce other provisions of the MSA. Instead, she argues the judge erred procedurally in appointing a new parenting coordinator before the parties completed the co-parenting sessions as they had agreed in the September 17, 2020 consent order. And she argues, "notwithstanding the parties' [MSA]," the court improperly delegated its "parens patriae duties onto a parenting coordinator." We disagree.

The parties, not the judge, delegated certain responsibilities to a parenting coordinator in their MSA. That was their right. See Fawzy, 199 N.J. at 477; Faherty, 97 N.J. at 108-09. The judge was simply enforcing their agreement. Recognizing the parties had failed to comply with the agreed-upon deadline in the September 17, 2020 order, the judge chose not to wait to see if the parties would ever complete the co-parenting sessions, finding it was "not in the best

interest[s] of the children to have these things linger and continue to fester . . . [and] to continue along this path three months after [the parties] were supposed to have this done." We perceive no legal error in the judge's decision to enforce the MSA by appointing a replacement parenting coordinator and no abuse of discretion in her decision not to await the parties' compliance with the September 17, 2020 consent order. Accordingly, we affirm paragraph four (granting defendant's motion to appoint a parenting coordinator) of the June 11, 2021 order and paragraph three (denying plaintiff's motion to reconsider the appointment of a parenting coordinator) of the September 30, 2021 order.

Defendant argues the judge, having granted his motion for the appointment of a replacement parenting coordinator, should have taken no additional action, should not have considered the remaining applications before her, and should have left everything to the new parenting coordinator. To do so, the judge would have had to ignore the current circumstances of the parties and their children.

In their initial motion and cross-motion, both parties raised issues directly relating to their children's health and well-being. After first bringing an emergent application, defendant filed the March 30, 2021 motion seeking to restrain plaintiff from picking up the children's prescribed medications and

accusing plaintiff of using Sarah's antidepressant pills. Plaintiff cross-moved, arguing their children were "in crisis" and asserting Sarah had been identified as being suicidal and that Leigh had been recommended to undergo a psychiatric evaluation and supplemental treatment. Against that background, the judge reasonably concluded the parties had raised issues "absolutely important to the well-being and stability of the children . . . ." By the time the parties argued the reconsideration motions, plaintiff had had Leigh transported to a hospital "in a rage" and, according to defendant, Leigh has since refused to return to plaintiff's home, thereby depriving plaintiff of her parenting time with him. Although the parties finally had agreed on a new parenting coordinator, she would not be available until the following month.

Given those circumstances, we perceive no abuse of discretion in the judge's decision to adjudicate certain critical issues regarding the children's medical treatment, health, and well-being. Accordingly, we affirm paragraph five (ordering Leigh's therapy to continue and that the parties cooperate with the recommendations of Leigh's health professionals) of the June 11, 2021 order and paragraphs seven (ordering plaintiff and Leigh to attend reunification therapy and requiring the parties to cooperate in the therapist's recommendations), nine (confirming the parties' agreement that Leigh see a psychiatrist, appointing a

psychiatrist to see Leigh "as soon as possible," and requiring the parties to cooperate in the psychiatrist's recommendations), and ten (ordering the parties to maintain Sarah's treatment plan and medication) of the September 30, 2021 order.

The judge erred in deciding issues that were not emergent and could await the appointment of the new parenting coordinator and arbitrator. Disputes regarding the payment of expenses and plaintiff's request to modify the terms of the MSA concerning payment of supplemental child support and interest thereon, who should be the final authority on decisions regarding the children's medical treatment, and the responsibilities of the parenting coordinator were not of an emergent nature and could have and, under the terms of the MSA, should have awaited decisions by the new parenting coordinator and arbitrator. Similarly, the issue regarding firearms was not an emergent issue. Defendant did not possess a firearm at the time and had not expressed any intention of acquiring one before the appointment of the new parenting coordinator, and nothing in the record indicated he had been an irresponsible gun owner in the past. The judge did not err in directing the parties to submit their disputes to the parenting coordinator and arbitrator; those directives were consistent with the MSA.

Accordingly, we reverse and vacate the following provisions in the ordering paragraphs that were not of an emergent nature: paragraphs nine (ordering the parties to pay their share of unreimbursed medical and dental expenses before submitting any disagreements to arbitration) and ten (ordering the parties to "work together" to review previously submitted unreimbursed expenses and pay any outstanding amount in thirty days before submitting any disagreements to the parenting coordinator) and the second sentence of paragraph twelve (requiring defendant to notify plaintiff immediately if he obtains a firearm) of the June 11, 2021 order and paragraphs one (denying defendant's motion to reconsider the firearms-notice requirement) and twelve (ordering defendant to pay supplemental child support every six months without interest) of the September 30, 2021 order. We affirm paragraphs two (denying plaintiff's request to prevent defendant from keeping any firearms in his house or exposing their children to his firearms) and four (denying plaintiff's request to implement specific terms for the parenting coordinator).

Defendant indicated in his notice of appeal he was appealing paragraph fourteen of the June 11, 2021 order. In that paragraph, the judge denied plaintiff's request to charge interest on defendant's annual supplemental child support payment. Defendant appealed that paragraph presumably because the

judge considered and decided that issue. Although the judge erred in considering it, we affirm her denial of the application in paragraph fourteen.

Plaintiff faults the judge for failing to adjudicate "entirely" her request to enforce the MSA regarding her parenting time with Leigh. The record demonstrates otherwise. The judge declined to order immediate resumption of plaintiff's parenting time with Leigh and directed plaintiff and Leigh to participate in reunification therapy. Under the circumstances, we perceive no abuse of discretion in that decision.

Plaintiff included in her notice of cross-appeal paragraph sixteen of the June 11, 2021 order, in which the judge denied both parties' counsel fee applications. However, she did not brief that issue; accordingly, we deem the issue to have been waived. "An issue that is not briefed is deemed waived on appeal." See N.J. Dep't of Env't Prot. v. Alloway Twp., 438 N.J. Super. 501, 505 n.2 (App. Div. 2015).

Affirmed in part; reversed in part. We do not retain jurisdiction.