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Appellate Courts

IN THE COURT OF APPEALS OF TENNESSEE AT JACKSON

January 20, 2023 Session[1]

CHRISTOPHER GEORGE PRATT v. TIFFANI HEARN PRATT, ET AL.

Appeal from the Circuit Court for Shelby County
No. CT-006061-00 Valerie L Smith, Judge

No. W2021-01333-COA-R3-CV

This appeal involves the interpretation of a provision in a marital dissolution agreement obligating the father to pay for his son's "college tuition, expenses, room and board." The mother filed a petition for contempt and for breach of contract, seeking a judgment for over $15,000 in expenses that the father refused to pay, as he believed that they were not covered by the language of the MDA. The father filed a motion for declaratory judgment, seeking a declaration of his obligations. He asked the trial court to interpret the language of the MDA and also declare that he had fulfilled his obligations under the MDA in light of his son's struggles in college thus far. After a two-day evidentiary hearing, the trial court entered a series of orders interpreting the language of the MDA and defining the categories of expenses that the father was obligated to pay. However, none of the trial court's orders mention or resolve his request for termination of his obligation. As a result, we vacate the trial court's orders and remand for the trial court to enter an order containing sufficient findings of fact and conclusions of law regarding this issue pursuant to Tennessee Rule of Civil Procedure 52.01.

Tenn. R. App. P. 3 Appeal as of Right; Judgment of the Circuit Court Vacated and Remanded

CARMA DENNIS MCGEE, J., delivered the opinion of the court, in which J. STEVEN STAFFORD, P.J., W.S., and ARNOLD B. GOLDIN, J., joined.

Laurie W. Hall and Donielle M. Beaty, Memphis, Tennessee, for the appellant, Christopher George Pratt.

Sarah J. Carter, Memphis, Tennessee, for the appellee, Tiffani Hearn Pratt.

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[1] Oral argument for this case was heard at the University of Memphis Law School.

OPINION

I. FACTS & PROCEDURAL HISTORY

Christopher George Pratt ("Father") and Tiffani Hearn Pratt ("Mother") divorced over twenty years ago. At the time, they had a son ("Son"), who was about two years old. The parties executed a marital dissolution agreement containing the following provision:

> The parties agree that [Father] shall be responsible for the minor child's college tuition, expenses, room and board. [Father] is obligated to pay tuition up to tuition comparable with the University of Tennessee at Knoxville at the time child begins college.

After Son graduated high school, he enrolled in college at University of Mississippi for the Fall semester of 2017. Father paid for Son's tuition, on-campus housing, and meal plan through an online parent portal. However, Son did not complete the semester because of his struggle with drugs. Son was admitted to several rehabilitation programs and did not attend college for the Spring semester of 2018.

After attending a rehabilitation program in Texas, Son moved to a halfway house and enrolled at Texas Tech University for the Fall semester of 2018. Disputes arose between Mother and Father regarding which expenses Father was obligated to pay, in light of the fact that Son was no longer living on campus. In addition, Father was not provided access to the online parent portal. In September 2018, Mother filed a petition for contempt against Father, seeking a judgment for various unpaid expenses and asking that Father be confined until he paid them. However, the contempt petition was resolved by the parties reaching an agreement as to various issues.

Son continued to attend Texas Tech for the Spring semester of 2019. Due to continued disagreements between the parties, Father filed a motion for declaratory judgment in April 2019, asking the court to declare his obligations pursuant to the MDA. He alleged that Mother had instructed Son to send Father requests for reimbursement for "non-college" expenses, including not only food but also pet supplies, vaping supplies, party supplies, his girlfriend's internet bill, xBox expenses, a $600 grill, expenses for his "DJ business," and gifts and travel expenses for his girlfriend. Father maintained that he was not obligated to pay all of Son's expenses and was only responsible for "college expenses." He also alleged that Son had stopped going to classes in the middle of his first semester at University of Mississippi, which resulted in him receiving no college credit that semester despite Father's payment of his tuition, expenses, room and board. Father alleged that Son had recently confessed to him that he was again using and selling drugs and failing several classes, and he did not take his midterm exams. Father claimed that he had encouraged Son to move into a dorm and focus on school, but Son refused because Mother had convinced him that Father was legally obligated to pay all of his expenses so

long as he was “enrolled in a college.” Thus, Father sought a declaratory judgment from the court regarding his “obligations.” He asked the court to declare that he was only obligated to pay expenses such as tuition and fees assessed by the college, required books and supplies, campus housing, college meal plans, parking passes, and the like.

In August 2019, Mother filed a second petition for contempt. She sought a judgment for $15,855.68 for what she considered to be unpaid college “expenses,” including apartment rent, fast food, groceries, “living expenses and personal care,” gas, and “clothing to wear to classes.” She later amended her petition to add a claim for breach of contract, seeking a judgment against Father for all of the expenses referenced in the second petition for contempt.

Father filed a motion to join Son as a necessary party, asserting that he had an interest in the litigation that would be affected by the declaratory judgment Father was seeking regarding his obligation to pay. Mother’s counsel filed a notice of appearance stating that she also represented Son in this litigation.[2]

In December 2019, Father filed an amended motion for declaratory judgment. He alleged that Son was, by that time, 21 years old but still enrolled at Texas Tech with a classification as a freshman. He alleged that Son had been “kicked out” of the halfway house and had moved into a house with his girlfriend, who was also a recovering addict, and a 27-year-old nonstudent who was on probation for selling drugs, in violation of the school’s policy about freshmen living on campus. In June 2020, Father filed an additional memorandum of law in support of his motion for declaratory judgment, alleging that Son had only earned one credit hour in the Fall semester of 2019, despite fulltime enrollment, and that Father had received no reimbursement for the classes for which he had paid and Son received no credit. Father asserted that it was unconscionable for Mother to require him to pay all of Son’s expenses for as long as it would take for Son to finish college. He argued that Tennessee courts have read an implied condition of reasonableness into agreements to pay for college, such that parents are not expected to have unlimited obligations. As such, Father argued that the same “principles pertaining to reasonableness” should extend to the circumstances surrounding Son’s grades and the time period for Father’s obligation. He contended that Mother was enabling Son’s behavior by insisting that Father continue to pay for all of his living expenses and that it would be unreasonable

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[2] It is not clear from the record whether Son was actually added as a party. The record before us does not contain an order adding Son as a party. After Father filed his motion to join Son as a party, Mother's attorney filed a notice of appearance on his behalf stating, "Come now Sarah J. Carter and enters this Notice of Appearance as attorney of record for Christopher George Pratt, Jr., now a party to this action, in this cause." The trial court's subsequent orders list only two parties in the style of the case -- Mother and Father. However, one of the orders entered after trial does state, when reciting the procedural history of the case: "Pursuant to § 29-14-107, the child was added as a party to this litigation. The Court has never seen or heard from the child in any manner." The appellee's brief states that it was filed only on behalf of Mother.

and inequitable for the court to continue to require Father to pay for college hours. Thus, Father asked the court to "terminate his obligation" or impose a deadline for when his obligation would expire. Father specifically requested a declaratory judgment that he had "fulfilled his obligation under the MDA."

The trial court heard testimony from Father and Mother over the course of two days. Although Son had purportedly been added as a party, he did not attend the hearing, and Mother testified that, to her knowledge, Son was not aware that he was made a party to the litigation. The trial court entered a written order in October 2020, addressing the petition for contempt and motion for declaratory judgment. The order states that Father "filed a declaratory judgment action to determine the meaning of the word 'expenses' in the MDA[.]" The trial court found the word "expenses" was ambiguous and required interpretation. The court noted Mother's testimony that Father should pay "all expenses, no matter what they are or for how long they might last . . . as long as the child is enrolled in school." It noted that Father's testimony was quite different, as he said he intended to pay tuition and what he deemed to be "traditional" expenses for four to five years of college consisting of fall and spring semesters, with housing in a dorm, meal plans, and required fees. Thus, the trial court stated that "[t]he crux of the issue before the Court comes down to one word – 'expenses,'" and it "[fell] to the court to determine what should be paid." The trial court found that Mother's interpretation was unreasonable. It then set forth several categories of items for which Father was responsible. These included (i) tuition for a maximum of five years for spring and fall semesters; (ii) fees associated with classes for the time period above; (iii) reimbursement of meal expenses up to the amount of the most basic meal card at the University of Tennessee for the time period above; and (iv) rent not to exceed the cost of a shared dorm at the University of Tennessee for the time period above. The order stated that Father would be given "credit" for semesters already paid even if the child did not receive any credit hours. It also specified that day-to-day expenses and materials that would be provided in a dorm were not Father's obligation. The trial court declined to hold Father in contempt given the "ambiguity and confusion abounding in this matter." The order did not mention Father's request for termination of his obligation, nor did it enter a judgment for any specific amounts sought in Mother's petition or her breach of contract claim. However, the order stated that any and all matters not ruled upon were hereby denied.

Both parties filed motions to alter or amend, seeking clarification of the order. The trial court granted Father's motion in part, clarifying its ruling in various respects. Father then filed another motion to alter or amend, seeking clarification of the amended ruling. The trial court entered an order granting the motion. Father then filed a notice of appeal to this Court. Thereafter, the trial court entered another amended order stating that it intended to resolve an additional issue. This Court subsequently entered a show cause order directing the parties to obtain a final judgment because it did not appear that the trial court had resolved Mother's request for "immediate reimbursement" or her request for attorney fees. The trial court entered an additional order summarily denying both requests.

II. ISSUES PRESENTED

Father presents the following issues for review on appeal:

I. Whether Father has satisfied his obligation under the terms of the parties' Marital Dissolution Agreement for payment of college tuition, room and board, and expenses.
II. Whether "room and board" as stated in the college provision in the Marital Dissolution Agreement extends to off campus rental housing and meals eaten outside of campus.
III. Whether the trial court should have tolled the provision limiting Father's obligation for payment of college tuition, room and board, and expenses.
IV. Whether Appellant should be obligated for payment of tuition, room and board, and expenses for semesters in which the child failed classes, rendering him under 12 hours and therefore not a full-time student.

For the following reasons, we vacate and remand for findings of fact and conclusions of law pursuant to Tennessee Rule of Civil Procedure 52.01.

III. DISCUSSION

The first issue Father raises on appeal is whether he has satisfied his obligation under the terms of the MDA for payment of college tuition, room and board, and expenses. Father argues, "Given the time that has elapsed, the circumstances of the case, and the continued litigation, this Court should find that Father has satisfied his obligation under the provision of the parties' Marital Dissolution Agreement." He argues that Son "had continued issues with drug abuse and was not committed to completing college," as he failed or dropped numerous classes. Unfortunately, the trial court's orders fail to mention this issue. Again, the trial court's initial order described Father's petition for declaratory judgment as one "to determine the meaning of the word 'expenses' in the MDA[.]" The trial court never mentioned Father's additional request that the trial court "terminate his obligation" in light of Son's circumstances and declare that he had "fulfilled his obligation under the MDA." Thus, we have no ruling by the trial court to review regarding this issue.

At oral argument before this Court, Father's counsel conceded that this issue regarding termination of his obligation was not specifically raised in Father's original motion for a declaratory judgment and that it was raised in his supporting memorandum instead. However, counsel also noted that the issue was discussed at trial and that no one objected to the testimony regarding this matter. Thus, counsel suggested that the issue was at least tried by consent. The record reveals that Father specifically stated during his

testimony at trial that he was asking the court to provide guidance on the reasonableness of the provision of the MDA in light of the evidence in this case and to determine if he "should continue to be required to pay for [Son's] tuition." He testified that he was asking the court to "consider [Son's] issues with drugs and the lack of credits earned as part of the reasonableness issue." Father testified that Son had attempted 64 credit hours but only earned 28 credits, and he had never been reimbursed for classes Son failed or dropped. He said Son was still classified as "a three-year freshman" at age 21. Father testified that he had recently had a conversation with Son in which Son admitted "that fall semester of '19 was intentionally failed to prove a point, that he didn't want to be in the middle of [the litigation] and didn't appreciate being told what to do, when to go to school. So he took four F's and failed the semester." Based on that conversation, Father did not believe that Son was truly interested in going to college, as he wanted to "be a deejay" and go on tour.

The trial court's orders do not address any of this testimony or mention Father's request to terminate his obligation. Although one might argue that the trial court implicitly rejected Father's request to terminate his obligation by making a ruling regarding what expenses he must pay, it is equally plausible that the trial court simply overlooked Father's request. In relation to yet another possibility, we recognize that Father's request for termination of his obligation was not specifically included in his original motion but was included in his supporting memorandum, but if the trial court decided that it was not properly before the court, it should have explained its decision to that effect nonetheless. As it is, we are left to wonder why the trial court proceeded as it did.

Tennessee Rule of Civil Procedure 52.01 provides that "[i]n all actions tried upon the facts without a jury, the court shall find the facts specially and shall state separately its conclusions of law and direct the entry of the appropriate judgment." "There is no bright-line test by which to assess the sufficiency of factual findings, but the findings of fact must include as much of the subsidiary facts as is necessary to disclose to the reviewing court the steps by which the trial court reached its ultimate conclusion on each factual issue." *Lovlace v. Copley*, 418 S.W.3d 1, 35 (Tenn. 2013) (quotation omitted). Otherwise, appellate courts are "left to wonder" about the basis for the trial court's decision. *In re Houston D.*, 660 S.W.3d 704, 721 (Tenn. Ct. App. 2022). This Court has declined to speculate as to a trial court's rationale when we cannot discern the basis for the trial court's decision. *See, e.g.*, *Lugo v. Lugo*, No. W2020-00312-COA-R3-CV, 2021 WL 507889, at *5 (Tenn. Ct. App. Feb. 10, 2021). We have explained:

> 'It is this Court's purview to review, not assume or speculate. Without any facts in the trial court's order, we are forced to guess at the rational[e] the trial court used in arriving at its decision. This we cannot do. Accordingly, we conclude that the trial court did not comply with Tennessee Rule of Civil Procedure 52.01.'

Id. (quoting *Harthun v. Edens*, No. W2015-00647-COA-R3-CV, 2016 WL 1056960, at *5

(Tenn. Ct. App. Mar. 17, 2016)).

"Generally, the appropriate remedy when a trial court fails to make appropriate findings of fact and conclusions of law pursuant to Rule 52.01 is to 'vacate the trial court's judgment and remand the cause to the trial court for written findings of fact and conclusions of law.'" *Manning v. Manning*, 474 S.W.3d 252, 260 (Tenn. Ct. App. 2015) (quoting *Lake v. Haynes*, No. W2010-00294-COA-R3-CV, 2011 WL 2361563, at *1 (Tenn. Ct. App. June 9, 2011)). We conclude that the trial court's orders do not include sufficient findings and conclusions regarding Father's request for the trial court to terminate his obligation, so we vacate those orders and remand for the trial court to enter an order that complies with Tennessee Rule of Civil Procedure 52.01.

IV. CONCLUSION

For the aforementioned reasons, we vacate the decision of the circuit court and remand for entry of an order that complies with Tennessee Rule of Civil Procedure 52.01. Costs of this appeal are taxed equally to the appellant, Christopher George Pratt, and to the appellee, Tiffani Hearn Pratt, for which execution may issue if necessary.

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CARMA DENNIS MCGEE, JUDGE