

IN THE CHANCERY COURT FOR 21ST JUDICIAL DISTRICT
WILLIAMSON COUNTY, TENNESSEE AT FRANKLIN

DEBORAH JEAN WALKER,
Plaintiff/Wife,

vs.

BARRY LYLE WALKER,
Defendant/Husband.

Case No. 34056

FILED 8-3-17

ENTERED 8-3-17

BOOK _____ PAGE _____

ELAINE B. BEELER, Clerk & Master

ORDER

This matter came before the Court on July 27, 2017, for a Case Management Conference, pursuant to Rule 9.03 of the 21st Judicial District Local Rules of Practice.

In the interest of judicial economy and to promote the full, fair, and final adjudication of the above-referenced matter, it is hereby **ORDERED, ADJUDGED, and DECREED:**

1. Husband's Motion for Partial Summary Judgment filed May 18, 2017, is hereby **DENIED**. The Court has determined Husband is not entitled to a summary declaration of divorce pursuant to Tenn. R. Civ. P. 56.
2. Wife's Motion to Dismiss Husband's Counter Complaint for Absolute Divorce and Amended Counter Complaint for Absolute Divorce filed on May 23, 2017, is hereby **DENIED**.
3. Wife's Amended Answer filed November 22, 2016, is hereby recognized as Wife's prevailing responsive pleading throughout the adjudication of this matter.
4. The remainder of this case shall be chronologically partitioned into Phase One, Phase Two, and Phase Three, as follows:
 - a. **Phase One.** Phase One shall consist of the final adjudication of the validity and enforceability of the parties' Antenuptial Agreement, as well as any applicable affirmative defenses thereto.

- b. **Phase Two.** Phase Two shall focus on the final resolution of the parties' divorce. The scope of the proceedings in Phase Two will be set forth upon the Court's determination of whether the parties' Antenuptial Agreement is valid and enforceable.
- c. **Phase Three.** Phase Three shall include the adjudication the tort claims alleged by Wife against Husband, for which Wife has demanded a trial by jury.

5. The trial for Phase One shall occur on April 23, 24, 25, and 26, 2018.
6. The scope of the proceedings in Phase One shall be limited to the issue of whether Husband entered the parties' Antenuptial Agreement in good faith.¹ The parties' shall

¹ The Court has further reviewed the Honorable Michael W. Binkley's Memorandum and Order entered March 7, 2017, and for additional guidance, directs the parties' attention to the following portions contained therein:

In this case, Wife does not dispute the Agreement was entered into freely and without duress or undue influence. Rather, Wife argues Husband has failed to sufficiently prove the elements of knowledgeably and good faith. With respect to both of these elements, the Court finds the controlling issue is the impact of Husband's failure to disclose his ownership in the condominium to Wife prior to the execution of the Agreement; more specifically, whether or not Husband's failure to disclose was inadvertent or intentional. (p. 11)

Nevertheless, the Court notes case law makes it clear that both fraud and misrepresentation can impact the validity of a premarital agreement. Regarding the "nature" of the failure to disclose the condominium, the Court finds genuine questions of material fact exist as to what Wife knew about Husband's ownership in the condominium, when she knew it, and what impact Husband's failure to disclose the condominium had on the antenuptial agreement. (p. 18)

[T]he Court concludes genuine issues of material fact exist as to whether Husband entered the prenuptial agreement in good faith. Particularly, the Court finds the parties have presented conflicting testimony regarding the nature of Husband and Ms. Joyner's relationship while he was dating Wife, while he and Wife lived together, in the days leading up to the execution of the premarital agreement, and after the parties married. (p.21)

Similarly, the Court finds genuine issues of material fact exist regarding Husband's knowledge of the extent of his ownership in the condominium. A key question of fact which must be determined is whether Husband intentionally kept the ownership of the condominium a secret from Wife and thus deliberately failed to disclose the asset; or whether Husband inadvertently failed to disclose the ownership of the condominium to Wife. (p. 21)

The resolution of these factual disputes will control the Court's determination of whether the parties' Antenuptial Agreement is valid and enforceable subject to Wife's affirmative contractual defenses such as revocation.

focus on the factual circumstances surrounding whether Husband's failure to disclose his ownership interest in Ms. Joyner's condominium was inadvertent or intentional. Additionally, proof shall be presented with respect to the applicable affirmative defenses as to the enforceability of the parties' Antenuptial Agreement.

7. The following discovery limitations and deadlines shall apply to the proceedings in Phase One:

- a. All discovery shall be limited to the issues joined with respect to the validity and enforceability of the Antenuptial Agreement.
- b. The parties shall disclose to each other the identity and location of all individuals with knowledge of discoverable information by close of business on September 29, 2017.
- c. All discovery shall be completed by close of business on December 29, 2017.

8. The parties are hereby prohibited from filing any additional motion(s), under Tenn. R. Civ. P. 12 or 56, without first obtaining express leave of the Court.

9. The discovery deadlines and trial dates set forth herein are not subject to modification by agreed order. Rather, relief shall only be granted upon the filing and setting of motion(s) before this Court.

ENTERED this 2 day of August, 2017.


JOSEPH A. WOODRUFF, CHANCELLOR

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order was mailed, postage prepaid, and/or emailed, and/or faxed, to:

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This the 3 day of August, 2017.


Clerk and Master