

Child Support

- q. Commencing April 1, 2002 the Defendant shall the Plaintiff child support in the amount of Eight Hundred (\$800.00) Dollars per month based upon the present financial conditions of the parties, which amount represents an upward deviation from the South Carolina Department of Social Services Child Support Guidelines. The child support shall be payable through the Office of the Clerk of Court for Horry County plus three (3%) percent court costs.
- r. The Defendant agrees to bring current through March 2002 the child support as provided in the Temporary Order signed March 15, 2002 and filed March 19, 2002.

Tax Exemption

- s. The parties agree that the Plaintiff shall have the tax exemptions for the children for the year 2001. Commencing with the 2002 tax year, the Plaintiff shall have the exemption for their daughter. If either of the parties' minor children attends college and if the Defendant pays that child's tuition, the Defendant shall be entitled to the exemption for the child for whom he pays tuition. However, if the child attending college continues to reside with the Plaintiff while he or she attends college, the parties shall split the benefit of the exemption for that child.

Medical Insurance

- t. The Defendant shall provide medical insurance for Lacy and Patrick. Pursuant to the Child Support Guidelines, the Plaintiff shall be responsible for the first \$250.00 per child per year deductible or noncovered medical expense until they graduate from high school. Any amount of noncovered or deductible thereafter shall be paid by the parties based upon the percent of the total monthly income of the parties based upon the Defendant's monthly income of \$2,817.00 and Plaintiff's monthly income of \$1,153.48. Should the children attend college, the Defendant agrees to continue the health insurance on him or her. The parties agree that should the Plaintiff be able to obtain health insurance for the children at a lower premium than the Defendant, then

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the Plaintiff shall obtain that insurance and the Defendant shall timely reimburse the Plaintiff for the monthly insurance premium.

Automobile

- u. The Defendant shall provide in June 2003 a vehicle for the Plaintiff with a value not exceeding \$12,000.00 plus the trade-in value of the vehicle that she presently drives. The Defendant shall be responsible for taxes, insurance, maintenance, and upkeep on the vehicle until their daughter graduates from high school or until the Plaintiff remarries whichever first occurs.

Medical Bills

- v. The parties acknowledge that there are certain medical bills now outstanding and due. Each party agrees to be responsible for payment of one-half of the following medical bills with the provision that should the Plaintiff file bankruptcy and these debts be discharged, the Defendant shall have no further liability for the payment of these medical bills:
1. Grand Strand Plastic Surgery in the amount of \$1,804.50
 2. Carolina OB/GYN Waccamaw Neck in the amount of \$151.15
 3. Coastal Carolina OTO Associates in the amount of \$785.00
 4. Hospital, Doctor, and medical providers relating to Plaintiff's recent Gallbladder surgery. (The Plaintiff shall be responsible fro the first \$250.00 deductible.)

Employment

- w. The Defendant shall employ the Plaintiff as an independent contractor to do personal typing and computer work at the pay of \$150.00 per week with a maximum of ten (10) hours per week. This work shall commence on April 1, 2002. The independent contractor employment shall continue until Lacy graduates from high school or until the Plaintiff remarries whichever first occurs. The payment of \$150.00 per week for the services rendered shall be paid regardless of whether any actual work is performed. The Defendant shall not terminate this independent

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contractor employment relationship for any reason other than the happening of Lacy's graduation from high school or upon the Plaintiff's remarriage. The independent employment contract shall result in the issuance of a Form 1099 notice of income to the Plaintiff and no taxes shall be withheld from the Plaintiff's independent employment contract compensation.

Alimony

- x. Each party waives any claim he or she may have against the other for alimony and/or spousal support. The alimony order to be paid by the Defendant pursuant to the Temporary Order filed August 8, 2001 and the second Temporary Order dated March 15, 2002 and filed March 19, 2002 is waived by the Plaintiff.

Attorney Fees and Costs

- y. Each party shall be responsible for his or her own attorney fees and costs.
12. Both parties have filed the appropriate Financial Declaration as required by the Family Court Rule.
13. I find that the Plaintiff is a forty-eight (48) year-old female with satisfactory health. The Plaintiff has completed some college courses but has no college degree. I find that the Plaintiff is presently employed.
14. I find that the Defendant is a fifty-three (53) year-old male. I find the Defendant is a minister with a bachelor's degree and master's degree. The Defendant suffers from a heart condition for which he is currently taking medication. The Defendant testified that he can carry out the financial provision of this agreement.
15. I find that both parties are very familiar with the financial ability, income, debts, expenses, and net worth of the other based upon the Financial Declarations submitted by the parties and by the representations set forth in the comprehensive agreement of the parties.
16. I further find that the Plaintiff is represented by David R. Gravely of the firm of Bellamy, Rutenberg, Copeland, Epps, Gravely & Bowers, P.A., Myrtle Beach, South Carolina. The Defendant is represented by Deborah Dantzler and Charles R. Rhodes, Jr. of the firm of

Dantzler and Rhodes, P.A. of Conway, South Carolina.

17. I find that both parties are very familiar with the terms and conditions of the agreement as heretofore set out and both parties desire this Court to approve the agreement and make it the order of this Court.
18. I find that both Plaintiff and Defendant are well satisfied with the services of their respective attorney and have so testified.
19. Both parties testified in detail regarding their understanding of the agreement. Each party indicated that the agreement was entered into freely and voluntarily, that neither was under force nor duress to enter into the agreement, that was neither under the influence of intoxicants during the preparation and negotiation nor at the time of this proceeding, that each has made an appropriate financial disclosure to the other, that the agreement represents the complete understanding of the parties, that each party had the opportunity to obtain the services of necessary legal counsel and/or other experts before entering into the agreement, and both parties believe the agreement to represent a fair and equitable resolution of the issues of the marriage.
20. I find extraordinary circumstances exist that authorize me to approve the joint custody arrangement. The extraordinary circumstances being that the parties have cooperated well regarding the children and that the oldest child is fully emancipated. The middle child is eighteen and shall graduate from high school in a few months. The parties contemplate a continued ability to provide for their children's best interest. Although some of the agreements between the parties are unusual in certain respects, the Court finds the agreement to be within the bounds of reasonableness both substantively and procedurally and approves the the agreement of the parties as the order of this Court.
21. The Court finds that the child support agreed upon by the parties is an upward deviation from the Guideline amount, and the Court finds that the parties negotiated the upward deviation amount based upon the existing income. The Court finds the deviation in child support is reasonable under the circumstances in this case.
22. The Court finds that the Court appointed guardian ad litem, John L. Sherrill, has not made an investigation in this case based upon the fact that the parties were able to resolve all issues and the guardian has incurred no fee for which the parties are responsible. The guardian has expressed no opinion on the merits of the agreement of the parties

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STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE FAMILY COURT OF THE
FIFTEENTH JUDICIAL COURT
Civil Action No. 01-DR-26-1259

SUSAN MILLER,)
Social Security [REDACTED])
Plaintiff,)

vs.)

REGINAL WAYNE MILLER,)
Social Security [REDACTED])
Defendant.)

FILED
CLERK OF COURT
02 APR 10 AM 9:53

DATE: March 14, 2002
JUDGE: MARY E. BUCHAN
PLAINTIFF'S ATTORNEY: DAVID R. GRAVELY
DEFENDANT'S ATTORNEY: CHARLES R. RHODES, JR.
GUARDIAN AD LITEM: JOHN L. SHERRILL
COURT REPORTER: PATSY J. MARTIN

FINAL DECREE OF DIVORCE
(Ending Action)

The Plaintiff instituted this action for separate support and maintenance, by the filing of a Summons and Complaint. The Defendant was properly served and timely filed his Answer and Counterclaim. Both parties, their attorneys, and the Plaintiff's corroborating witness were present at the final hearing. Plaintiff's counsel made a motion to allow the Plaintiff to supplement her Complaint and seek a divorce on the ground of one year separation. The Defendant did not object to the Plaintiff's motion, and the motion to supplement the complaint was granted. Prior to the call of the case for trial, the attorneys for the parties announced to the Court that a full and complete agreement had been reached on all issues. I find the Plaintiff is entitled to a divorce on the ground

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of one year separation and the agreement of the parties should be approved as the order of the Court.

JURISDICTION

1. The parties were married on April 14, 1974. Three children have been born unto the marriage, namely John-Paul Miller, whose date of birth is May 20, 1979; Patrick Ryan Miller, whose date of birth is December 7, 1983; and Lacy Noelle Miller, whose date of birth is December 27, 1990. The Defendant was properly served with a copy of the Summons and Complaint. Both parties have appeared personally and through their pleadings. Both parties were present with counsel at the final hearing, and thus this Court has personal jurisdiction of the parties.
2. This is an action for divorce and related matrimony relief. Therefore, this court has subject matter jurisdiction. Machado v. Machado, 220 S.C. 90, 66 S.E.2d 629 (1951), and South Carolina Code Ann. Section 20-3-10 and Section 20-7-420, 1976 as amended.
3. The parties last resided together as husband and wife in the State of South Carolina, and the parties have resided in the State of South Carolina for many years prior to the filing of this action. Therefore, both parties satisfy the residency requirements of South Carolina divorce law. South Carolina Code Ann. Section 20-3-30.
4. Horry County is the proper venue of this action as the parties last resided here as husband and wife. South Carolina Code Ann. Section 20-3-60.
5. This action was filed on May 10, 2001, and the matter is ripe for the issuance of a final decree. South Carolina Code Ann. Section 20-3-80.
6. Before commencing this proceeding, I made an earnest attempt to bring about a reconciliation. I inquired as to the possibility of a reconciliation, but my efforts were unavailing. South Carolina Code Ann. Section 20-3-90.
7. I had the opportunity to observe the demeanor of both parties during the proceeding and to thoroughly review the court's entire file. I am convinced that no collusion or connivance has occurred during this proceeding.

RIGHT TO DIVORCE

8. The Plaintiff has requested a divorce, a vinculo matrimonii, from the Defendant, on the ground of one year continuous separation.
9. The Defendant testified that the parties have lived separate and apart continuously without cohabitation since February 25, 2001. The Plaintiff offered David J. Victoria, Jr. as her corroborating witness. Mr. Victoria works with the Defendant and knows both parties well. Mr. Victoria corroborated the Plaintiff's testimony and confirmed, of his own knowledge, that the parties have lived separate and apart continuously since February 25, 2001. There is no present chance of reconciliation, and I find that the Plaintiff has adequately proven that the parties have lived continuously apart since February 25, 2001.
10. I conclude, therefore, that the Plaintiff is entitled to a divorce, a vinculo matrimonii, from the Defendant upon the ground of one year continuous separation.

APPROVAL OF AGREEMENT

11. The Plaintiff's attorney announced to the Court the agreement of the parties and the Defendant's attorney confirmed the terms of the agreement. The agreement of the parties is as follows:

Custody

- a. The parties shall have joint legal custody of their minor children with neither party being designated as primary or secondary custodial parent.
- b. The parties will work together to make all decisions regarding their children's well being and care.
- c. Each party shall notify the other before removing their daughter from the State of South Carolina.
- d. Each party has agreed to provide the other with all information regarding their daughter's medical records, education records, extra-curricular activities, and all other matters relating to their daughter.
- e. Each party shall keep the other advised of his or her current address, telephone number, and place of employment.

- f. Each party shall give the other at least sixty (60) days notice of his or her intent to move outside of Horry County.
- g. The parties shall not discuss any financial issues in the presence of their children.
- h. Neither party shall make any disparaging or derogative remarks about the other in the presence of their children nor shall they allow any third party to make any disparaging or derogative remarks about the other in the presence of the children.
- i. The noncustodial party would have the right of first refusal to have Lacy stay with him or her if the custodial party has a need to be away overnight when Lacy is scheduled to be in his or her custody.
- j. Neither party shall have over night guest with whom he or she is romantically involved while the children are in their custody.

Visitation

- k. The Defendant shall have visitation alternating weekends from Friday after school until Sunday evening.
- l. The Defendant shall have visitation every Thursday night and also shall have visitation any Sunday that the Plaintiff does not take her daughter to church.
- m. The Defendant will also have visitation after school each day the Plaintiff is at work until after her employment.
- n. The Defendant shall have visitation each day during the summer while the Plaintiff is at work until after her employment.
- o. The Defendant shall have extended visitation for one week each month during the months of June, July and August each year. The Defendant shall give Plaintiff sufficient notice of the weeks he desires to exercise the extended summer visitation by May 1 of each year.
- p. The status quo shall be continued between the parties regarding visitation during Easter, Thanksgiving, and Christmas in that the holidays shall be equally divided and rotated between the parties.

Child Support

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the Plaintiff shall obtain that insurance and the Defendant shall timely reimburse the Plaintiff for the monthly insurance premium.

Automobile

- u. The Defendant shall provide in June 2003 a vehicle for the Plaintiff with a value not exceeding \$12,000.00 plus the trade-in value of the vehicle that she presently drives. The Defendant shall be responsible for taxes, insurance, maintenance, and upkeep on the vehicle until their daughter graduates from high school or until the Plaintiff remarries whichever first occurs.

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contractor employment relationship for any reason other than the happening of Lacy's graduation from high school or upon the Plaintiff's remarriage. The independent employment contract shall result in the issuance of a Form 1099 notice of income to the Plaintiff and no taxes shall be withheld from the Plaintiff's independent employment contract compensation.

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- y. Each party shall be responsible for his or her own attorney fees and costs.
12. Both parties have filed the appropriate Financial Declaration as required by the Family Court Rule.
13. I find that the Plaintiff is a forty-eight (48) year-old female with satisfactory health. The Plaintiff has completed some college courses but has no college degree. I find that the Plaintiff is presently employed.
14. I find that the Defendant is a fifty-three (53) year-old male. I find the Defendant is a minister with a bachelor's degree and master's degree. The Defendant suffers from a heart condition for which he is currently taking medication. The Defendant testified that he can carry out the financial provision of this agreement.
15. I find that both parties are very familiar with the financial ability, income, debts, expenses, and net worth of the other based upon the Financial Declarations submitted by the parties and by the representations set forth in the comprehensive agreement of the parties.
16. I further find that the Plaintiff is represented by David R. Gravely of the firm of Bellamy, Rutenberg, Copeland, Epps, Gravely & Bowers, P.A., Myrtle Beach, South Carolina. The Defendant is represented by Deborah Dantzler and Charles R. Rhodes, Jr. of the firm of

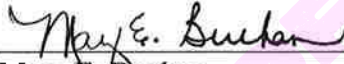
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Dantzler and Rhodes, P.A. of Conway, South Carolina.

17. I find that both parties are very familiar with the terms and conditions of the agreement as heretofore set out and both parties desire this Court to approve the agreement and make it the order of this Court.
18. I find that both Plaintiff and Defendant are well satisfied with the services of their respective attorney and have so testified.
19. Both parties testified in detail regarding their understanding of the agreement. Each party indicated that the agreement was entered into freely and voluntarily, that neither was under force nor duress to enter into the agreement, that was neither under the influence of intoxicants during the preparation and negotiation nor at the time of this proceeding, that each has made an appropriate financial disclosure to the other, that the agreement represents the complete understanding of the parties, that each party had the opportunity to obtain the services of necessary legal counsel and/or other experts before entering into the agreement, and both parties believe the agreement to represent a fair and equitable resolution of the issues of the marriage.
20. I find extraordinary circumstances exist that authorize me to approve the joint custody arrangement. The extraordinary circumstances being that the parties have cooperated well regarding the children and that the oldest child is fully emancipated. The middle child is eighteen and shall graduate from high school in a few months. The parties contemplate a continued ability to provide for their children's best interest. Although some of the agreements between the parties are unusual in certain respects, the Court finds the agreement to be within the bounds of reasonableness both substantively and procedurally and approves the the agreement of the parties as the order of this Court.
21. The Court finds that the child support agreed upon by the parties is an upward deviation from the Guideline amount, and the Court finds that the parties negotiated the upward deviation amount based upon the existing income. The Court finds the deviation in child support is reasonable under the circumstances in this case.
22. The Court finds that the Court appointed guardian ad litem, John L. Sherrill, has not made an investigation in this case based upon the fact that the parties were able to resolve all issues and the guardian has incurred no fee for which the parties are responsible. The guardian has expressed no opinion on the merits of the agreement of the parties

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Plaintiff is granted a divorce, a vinculo matrimonii, on the ground of one year continuous separation and the agreement as set out hereinabove is adopted as the order of this Court and enforceable by the contempt powers of this Court.

AND IT IS SO ORDERED.



Mary E. Buchan
Presiding Judge, Family Court
Fifteenth Judicial Circuit

April 8, 2002
Myrtle, South Carolina

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COURTESY OF
LUNA SHARK MEDIA

DIRECTIONS FOR PAYMENT OF CHILD SUPPORT OR ALIMONY

- I. Support ordered is NOT to be paid through the Clerk's Office - remainder of form not applicable
 II. Support payable through Clerk's Office - complete remainder of form.

- A. Total amount of arrearage, if any \$ _____
B. Payments

CHILD SUPPORT		ALIMONY	
Base Amount	\$ <u>800.00</u>	Base Amount	\$ _____
Arrearage	<u>24.00</u>	Arrearage	_____
3%	<u>824.00</u>	3%	_____

- C. Frequency (check one)
 weekly
 monthly
- D. Date of first payment: April 1, 2002 (This supersedes the 3/15/02 Order)
Month Day Year
- E. Paid by: Name: Reginal Wayne Miller
PO Box: Post Office Box 2160
Street: _____
City: Myrtle Beach
State: South Carolina Zip: 29578
SSN: _____
Employer: Cathedral Baptist Church
Employer Address: 803 Howard Parkway
Myrtle Beach, SC 29577
- F. Paid to: Name: Susan Miller
Street: 8825 Chandler Drive
City: Surfside
State: South Carolina Zip: 29575
SSN: _____
Employer: Waccamaw Dermatology
Employer Address: Medical Circle
Myrtle Beach, South Carolina
- G. Wage withholding ordered:
 required by Code §20-7-1315(L)
 ordered not ordered

Prepared by: David R. Gravely
Date: March 18, 2002

STATE OF SOUTH CAROLINA
COUNTY OF HORRY Horry County
FAMILY COURT 2002 APR 11 PM 4:30

JUDGMENT IN A CIVIL CASE
CASE NO. 2001-01-26-01259

JEANNE S. ROBERTS
CLERK OF COURT

SUSAN MILLER

REGINAL WAYNE MILLER

PLAINTIFF (S)

DEFENDANT (S)

- Jury verdict. This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.
- Decision by court. This action came to trial or hearing before the court. The issues have been tried or heard and a decision has been rendered.
- Action dismissed. Rule 40(c)3, SCRPC Rule 12(b), SCRPC
- Settled Vol. Non-suit w/wc prejudice
- Other, Explain _____

IT IS SO ORDERED AND ADJUDGED: See attached order
 Statement of Judgment by the Court

PLAINTIFF GRANTED DIVORCE (1 YR. SEP.)

Date at Conway, South Carolina, this 28 day of FEBRUARY, 2002.

CLERK OF COURT
JUDGE

This judgment was entered on the 28 day of FEBRUARY, 2002, and a copy mailed first class this 11 day of APRIL, 2002, to attorneys of record or to parties (When appearing PRO SE as follows:)

DAVID R GRAVELY

DEBORAH DANTZLER
JOHN SHERRILL

Attorney(s) for Plaintiff (s)

Attorney(s) for Defendant (s)

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)
Pamela Susan Miller,)
)
Plaintiff,)
)
vs.)
)
Reginal Wayne Miller,)
)
Defendant.)

IN THE FAMILY COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT
01-DR-26-1259

**SECOND
TEMPORARY ORDER**

DATE OF HEARING: November 30, 2001
PRESIDING JUDGE: The Honorable H.T. Abbott, III
PLAINTIFF'S ATTORNEY: David R. Gravely
DEFENDANT'S ATTORNEY: Deborah B. Dantzler
COURT REPORTER: Kay Richardson

This matter came before the Court upon Defendant's second Motion for Temporary Relief upon the grounds that there has been a change in circumstances since the issuance of the previous temporary order justifying a reduction in the Defendant's support obligations. Consolidated for hearing with this matter was a Clerk's rule for an alleged arrearage in child support and alimony. The rule was originally scheduled for hearing on September 24, 2001. Present at the call of the hearing were the Plaintiff's attorney, Defendant's attorney, and Defendant. Plaintiff was not present.

Defendant submitted various affidavits and financial records into evidence. Plaintiff submitted no additional evidence for consideration. The court heard arguments of counsel and took the matter under advisement. Based upon the evidence submitted, I find that there is a sufficient change of circumstances to justify a modification of the existing order.

IT IS THEREFORE ORDERED, AJUDGED AND DECREED THAT:

A. The issue of contempt pursuant to the Clerk's rule issued on August

22, 2001, and scheduled for hearing on September 24, 2001, is hereby reserved until the merits hearing.

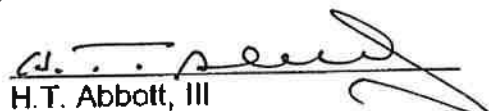
B. Defendant's child support obligation is modified to reflect a gross monthly income of \$2,817. Pursuant to the South Carolina Child Support Guidelines, Defendant shall pay child support in the amount of \$510 per month effective August 1, 2001. He shall continue to pay this sum through the Horry County Clerk of Court with three percent (3%) service charge for a total monthly payment of \$525.30.

C. Defendant's alimony obligation to the Plaintiff is reduced to \$500 per month effective August 1, 2001. He shall continue to make these payments through the Horry County Clerk of Court with three percent (3%) service charge for a total monthly payment of \$515.

D. All alleged arrearages in child support and alimony are held in abeyance and shall be addressed at the final hearing.

E. Defendant is relieved of his obligation to provide health insurance through his place of employment for the Plaintiff and the minor children. If health and hospitalization insurance is available to the Plaintiff and she elects to obtain coverage, then she shall be entitled to a credit in the computation of child support effective as of the date of the coverage.

AND IT IS SO ORDERED!


H.T. Abbott, III
Resident Family Court Judge
Fifteenth Judicial Circuit

Conway, South Carolina

March 15, 2002

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Plaintiff:

Pamela Susan Miller

SS #:250-04-0976

Employer:
Waccamaw Dermatology
Medical Circle
Myrtle Beach, SC 29572

Defendant:

Reginal Wayne Miller
3559 Chestnut Drive
Myrtle Beach, SC 29577

SS#: 250-78-999-

Employer:
Cathedral Baptist Church
803 Howard Parkway
Myrtle Beach, SC 29577

COURTESY
LUNA SHARK MEDIA

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South Carolina Department of Social Services
CHILD SUPPORT OBLIGATION: WORKSHEET A

Susan Miller
Name of Plaintiff

vs. Wayne Miller
Name of Defendant

01-DR-26-0
File Number

	Father		Mother	
1. Monthly Gross Income:	<u>2,817</u>		<u>1,153</u>	
	<input type="checkbox"/> Imputed		<input type="checkbox"/> Imputed	
2. Monthly Alimony (This Action)				
a. To Be Received:	<u>0</u>		<u>500</u>	
b. To Be Paid:	<u>-500</u>		<u>0</u>	
3. a. Other Monthly Alimony or Child Support Paid: (If Having Priority Over This Action)	<u>0</u>		<u>0</u>	
b. Adjustment for <u>0</u> <u>0</u> Other Child(ren) In the Home:	<u>0</u>		<u>0</u>	
4. Adjusted Monthly Gross Income:	4(F) <u>2,317</u>	+ 4(M)	<u>1,653</u>	= 4(C) 3,970 <small>4(F) + 4(M) = 4(C)</small>

Number of Children To Be Supported By Order In This Action: 2

5. Basic Combined Child Support Obligation (Gross): <small>(From Schedule, Using Combined Monthly Adjusted Gross Income (Line 4C))</small>	5(C) <u>874</u>
6. Adjustments to Basic Child Support Obligation	
a. Health Insurance Premium: (Portion Covering Children Only)	<u>0</u> <u>0</u>
b. Child(ren)'s Extraordinary Medical Expenses:	<u>0</u> <u>0</u>
c. Work-related Child Care Costs Adjusted For Federal Tax Credit: Actual <u>0</u> x 0.75 =	<u>0</u> <u>0</u>
<small>(0.75 adjusts for Federal Tax Credit but does not apply for certain income levels; see instructions)</small>	
Total adjustment to Basic Combined Child Support Obligation:	6(F) <u>0</u> + 6(M) <u>0</u> = 6(C) <u>0</u>
7. Total Combined Monthly Child Support Obligation: (Net)	= 7(C) 874 <small>5(C) + 6(C) = 7(C)</small>

8. Proportional Share of Combined Monthly Adjusted Gross Income:	8(F) <u>58.36%</u> <small>4(F) / 4(C) = 8(F)</small>	8(M) <u>41.64%</u> <small>4(M) / 4(C) = 8(M)</small>
9. Gross Child Support Obligation of Individual Parent: (Monthly)	9(F) 510 <small>7(C) x 8(F) = 9(F)</small>	9(M) 364 <small>7(C) x 8(M) = 9(M)</small>

Complete Items 10-11 for Non-Custodial Parent Only:

Non-Custodial Parent is: (Check One) Father Mother

10. Credit for Adjustments to Basic Combined Child Support Obligation: <small>(From Item 6(F) or Item 6(M))</small>	10(F) <u>0</u> <small>(Same as Item 6(F))</small>	10(M) <u>0</u> <small>(Same as Item 6(M))</small>
11. Net Child Support To Be Paid To Custodial Parent:	11(F) 510 <small>9(F) - 10(F) = 11(F)</small>	11(M) 0 <small>9(M) - 10(M) = 11(M)</small>

Date: March 11, 2002

Worksheet Prepared by:
Deborah B. Dantzler

For: Father Mother

Note: If deviation from the Guidelines is necessary, please specify reasons (over).
DSS Form 27151 (JUL 98) Edition of JAN 90 is obsolete.

Diagnostic Information

Susan Miller
Name of Plaintiff

vs. Wayne Miller
Name of Defendant

01-DR-26-0
File Number

Miscellaneous Payment Options:

	<u>Gross Obligation</u>	<u>3% Fee</u>	<u>Gross Obligation Plus 3% Fee</u>
Monthly	510.00	15.30	525.30
Semi-monthly	255.00	7.65	262.65
Bi-weekly	235.38	7.06	242.44
Weekly	117.69	3.53	121.22

Other Children in the Home:

Father has 0 additional child(ren) in the home for which the calculated deduction is \$0.

Mother has 0 additional child(ren) in the home for which the calculated deduction is \$0.

Calculation of Work-related Child Care Costs (net of tax credit):

	<u>Father</u>	<u>Mother</u>
Total Monthly Work-related Child Care Costs	0	0
Number of Children with Parent (Present Action)	0	2
Percentage of Costs Included in Obligation	100%	75%
Monthly Child Care Cost Net of Credit	0	0

NOTES:

1. No credit is calculated when the custodial parent's income is below a level at which the credit cannot be utilized for tax purposes. See Child Support Guidelines Handbook for details.
2. No credit is calculated for a parent without custody of a child.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

Pamela Susan Miller,)
)
Plaintiff,)
)
vs.)
)
Reginald Wayne Miller,)
)
Defendant.)

IN THE FAMILY COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT
01-DR-26-1259

CERTIFICATE OF MAILING

02 MAR 20 11:20:09
FIFTEENTH JUDICIAL CIRCUIT

The undersigned does hereby certify that a clocked copy of the Temporary Order in the above-referenced action was served on March 20, 2002, by depositing same in the United States Mail with sufficient postage attached and addressed as follows:

David Gravely, Esquire
The Bellamy Law Firm
PO Drawer 357
Myrtle Beach, SC 29578

Helena S. Coachman

SWORN to before me this 20th
day of March 2002.

Deborah B. Dantzler
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 01-21-2007.

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE FAMILY COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT
FILE NO. 01-DR-26-1259

Susan Miller

Plaintiff,

ORDER TO STRIKE

vs.

Reginal Miller

Defendant.

It appears this action has been pending for more than 270 days without prosecution. Therefore, upon Administrative Order of the Honorable Chief Justice David W. Harwell dated June 5, 1992, it is:

ORDERED that this case is hereby stricken from the file book with leave to restore;

ORDERED FURTHER that this case may be restored only upon the written order of the Chief Administrative Judge, obtained after written application is made and good cause shown why the case should be continued as a pending case;

ORDERED FURTHER that the Order restoring the case to the file book shall set the case for trial and final disposition at a time and date certain;

ORDERED FURTHER that all orders issued before this striking shall remain in full force and effect, unless limited by their terms.

Conway, South Carolina
DATED 2/28/02


CLERK OF COURT

COPY: D. Gravely / D. Dantzler

STATE OF SOUTH CAROLINA Horry County IN THE FAMILY COURT OF THE
COUNTY OF HORRY 02 JAN 23 AM 9:17 FIFTEENTH JUDICIAL CIRCUIT
CASE NO. 01-DR-26-1259

SUSAN MILLER,
PLAINTIFF,
VS.
REGINALD MILLER,
DEFENDANT.

JEANNE J. ROBERTS
CLERK OF COURT

STATUS CONFERENCE ORDER

Attorney for Plaintiff: David Gravely Phone/Fax: 448-3022
Attorney for Defendant: D. Dantzer Phone/Fax: 248-8127
Guardian ad Litem: J. Sherrill Phone/Fax: 238-3371

1. The following are the issues that shall be addressed at the hearing on the merits:
- (1) Custody
 - (2) Support
 - (3) Visitation
 - (4) Attorney Fees
 - (5) Divorce
 (contested)
 - (6) Equitable division of Real/Personal Property
 - (7) Alimony
 - (8) Other: _____

2. A. The Plaintiff shall furnish the following information to the Defendant within
____ days of this Order: _____

B. The Defendant shall furnish the following information to the Plaintiff within
____ days of this Order: _____

3. A. The parties stipulate to the value of the real property and lien indebtedness.

B. The parties shall agree upon the real property values or an appraiser to be
appointed by _____. If no agreement, the Plaintiff/Defendant shall submit an Order
to the Court to appoint an appraiser. If the Plaintiff and Defendant can agree as to an appraiser, they
shall submit a Consent Order to appoint the appraiser by the above date. The cost shall be
_____.

4. ___A. The parties agree that all personal property has been divided satisfactorily.

___B. The parties shall exchange personal property lists with values, including retirement accounts, savings plans, cash values of life insurance, and values of any vehicle within ___ days. If the parties disagree as to the value of any personal property, an appraiser shall be appointed and the appraisal shall be completed by _____. The cost shall be _____.

5. **SCHEDULE:**

___A. The Plaintiff/Defendant shall make a written settlement offer by _____.

___B. The Plaintiff/Defendant shall respond in writing by _____.

___C. The attorneys for both parties shall notify the Chief Administrative Judge via fax regarding the outcome of the negotiations by _____, at which time, the case shall be scheduled to approve an agreement or for trial. Each attorney shall designate the amount of time estimated to try the entire case.

___D. Counsel shall submit copies of the settlement proposal to the Court in sealed envelopes at the merits hearing.

___E. _____ shall be appointed as Guardian ad Litem. The Guardian ad Litem shall be paid _____ within ___ days from the date of this Order.

___F. A subsequent pretrial hearing shall be scheduled on _____ at _____.

___G. A merits hearing is scheduled on March 14, 2022 @ 9:30 AM H. Abbott

___H. Other: Case to be resolved w/ 10 days or EAH to be provided copy of pleadings and in it be
IT IS SO ORDERED. mcs to gtr

Dated: January 22, 2022

Conway, South Carolina

H.T. Abbott, III
H.T. Abbott, III
Chief Administrative Judge

WE UNDERSTAND THAT OUR FAILURE TO MEET THE REQUIREMENTS ABOVE SHALL SUBJECT US TO SANCTIONS INCLUDING DISMISSAL, AWARD OF ATTORNEY'S FEES OR ANY OTHER REMEDY WITH THE DISCRETION OF THE COURT.

TRANSMISSION VERIFICATION REPORT

TIME : 01/22/2002 11:00
NAME : ABBOTT
FAX : 8032481595
TEL : 8032481882

DATE, TIME	01/22 11:00
FAX NO./NAME	94483022
DURATION	00:00:37
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM

COURTESY OF
LUNA SHARK MEDIA

TRANSMISSION VERIFICATION REPORT

TIME : 01/22/2002 11:03
NAME : ABBOTT
FAX : 8032481595
TEL : 8032481882

DATE, TIME	01/22 11:02
FAX NO./NAME	92383371
DURATION	00:00:56
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM

COURTESY OF
LUNA SHARK MEDIA

01-125-9

STATE OF SOUTH CAROLINA
COUNTY OF Horry

IN THE FAMILY COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT
FILE NO 01-DR-26-1259

Susan Miller

PLAINTIFF

STATUS CONFERENCE ORDER

VS

Reginal Miller

DEFENDANT

- 1. Status Conference held on: December 10, 2001
- 2. Appearances: Plaintiff's Attorney: David Gravely, Telephone
 Defendant's Attorney: Deborah Dantzler, Present
 Guardian ad Litem:

3. Findings of Fact:
 Trial Date: Second status conference set for January 22, 2002 at 10:00 am


IT IS ORDERED that the parties shall have a continuing obligation to supplement the list of witnesses and exhibits up to the time of the trial;

ORDERED FURTHER that any motion to be relieved as counsel filed after the status conference shall be heard by the Chief Administrative Judge;

ORDERED FURTHER that John Sherrill is hereby appointed as the guardian ad litem in this case and the plaintiff is to pay two hundred and fifty dollars (\$250.00) in guardian fees within thirty (30) days from the date of this order and the defendant is to pay five hundred dollars (500.00) in guardian fees within thirty (30) days from the date of this conference;

IT IS SO ORDERED.

DATED: 12-28-01
 CONWAY, SOUTH CAROLINA


 H. E. BONNOITT, JR.
 CHIEF ADMINISTRATIVE JUDGE

2002 JAN -9 AM 0:00
 COURT CLERK
 F11 777

Sherrill & Janes, PA
 Attorneys at Law
 Suites 301 and 302, The Courtyard
 1500 Hwy. 17 North P.O. Drawer 14950
 Surfside Beach, SC 29587

John L. Sherrill
 Anne E. Janes

Phone: 843-238-8836
 Fax: 843-238-3371

2001-1259

December 20, 2001

Kay Garren
 Family Court Coordinator
 Horry County Courthouse
 Conway, SC 29526

HORRY COUNTY
 02 JAN -7 AM 8:58
 J. A. ROBERTS
 CLERK OF COURT

Re: Susan Miller v. Wayne Miller
 01-DR-26-1259

Edgar A. Cuddy v. Tamara L. Cuddy
 01-DR-26-2060

Dear Kay:

At a status conference on December 10, 2001, I understand I was appointed as the Guardian ad Litem for Lacy Miller. Furthermore, in a status conference on December 3, 2001 Judge Bonnoitt issued an order on the Cuddy case as well. If these Orders have been typed, would you please fax a copy to my office.

Sincerely,

Sherrill and Janes, PA



John L. Sherrill

JLS/acs

Sent by fax only to 248-7119

*Orders already sent to
 Judge Bonnoitt.*

HEARING DATE NOVEM 19th

OFFICER 0560 RICKY M. POLK

STATE OF SOUTH CAROLINA, Horry County

COUNTY OF Horry 01 NOV 16 AM 11:29

IN THE FAMILY COURT

15TH JUDICIAL CIRCUIT

SUSAN MILLER

JEANNE J. ROBERTS
CLERK OF COURT

Plaintiff(s)

vs.

REGINAL WANE MILLER

Defendant(s)

AFFIDAVIT

OF SERVICE

CASE # 2001DR261259

Ricky Polk PERSONALLY APPEARED BEFORE ME, the undersigned deponent, who being duly sworn says that he/she served the RULE TO SHOW

in the action on REGINAL WANE MILLER, by delivery to

() REGINAL WANE MILLER personally;

() _____, the _____ of the party served, and a person of discretion residing at the residence of the party served;

(X) *James B. Lawrence*, the *Academic Dean* of *Cathedral Bible College*;

and leaving with him/her a copy at WKS CATHEDRAL BAPTIST CHURCH
OLD AFB
MB

in Horry County, South Carolina on the 9 day of November 2001, at 12:45 o'clock A.M. (P.M.), that deponent knows the person so served, and that deponent is not a party of this action, is not less than eighteen (18) years of age and has no interest therein or connection therewith.

SWORN to and subscribed before me

this 15 day of Nov, 2001

James B. Lawrence
NOTARY PUBLIC OF SOUTH CAROLINA
MY COMMISSION EXPIRES: 11/17/01

Ricky Polk
RICKY M. POLK
SIGNATURE OF DEPONENT

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE FAMILY COURT
15th JUDICIAL CIRCUIT

SUSAN MILLER

PLAINTIFF

CIVIL CONTEMPT ORDER
(NON-SUPPORT)

vs.

REGINAL MILLER

DEFENDANT

FILE NO.: 2001-DR-26-1259

DSS NO.:

FILED
2001 NOV 20 AM 9:51
JEANNE
CLERK OF COURT

HEARING DATE: NOVEMBER 19, 2001
ATTORNEY FOR PLAINTIFF: D GRAVELY
ATTORNEY FOR DEFENDANT: D DANTZLER

JUDGE: ABBOTT
COURT REPORTER: K RICHARDSON
GAURDIAN AD LITEM:

Pursuant to (RULE TO SHOW CAUSE) / ~~(BENCH WARRANT)~~, this matter was heard on the date shown above. Plaintiff DID _____ appear. Defendant DID _____ appear. I find that Defendant owes a support arrearage of \$2,963.24 as of the hearing date. I find that the Defendant's failure to make support payments when due _____ willfull, and that Defendant _____ the ability to make these payments when due. My conclusions are based on the following facts: THE DEFENDANT HAS HAD A CHANGE IN INCOME AND HAS FILED BANRUPTCY.

Therefore I find:

- Defendant is not in civil contempt of this court.
- Defendant is in civil contempt of this court, and I ORDER that Defendant be confined to the J. Reuben Long Detention Center.

Defendant may purge himself/herself of contempt and be released from confinement

by

- payment of expenses related to this proceeding of \$ _____ to the Horry County Clerk of Court.
- payment of \$ _____ to the Horry County Clerk of Court to apply against arrearages.
- THIS MATTER IS BEING TAKEN UNDER ADVISEMENT PER JUDGE ABBOTT.

Confinement shall commence

- Immediately
- at _____ o'clock .m., on _____, 19____, when Defendant shall report to J. Reuben Long Detention Center, unless he/she has earlier purged himself/herself of contempt.

PROVIDED that the period of confinement shall not exceed XXXXXXXXX/_____

IT IS FURTHER ORDERED that Defendant

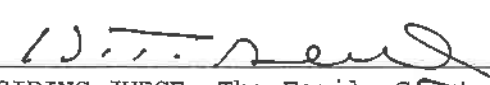
- pay the sum of \$ _____ (+3% court costs) per _____ to apply against arrearages, commencing _____, 19____, in addition to any previously ordered payments.

IT IS FURTHER ORDERED

- enforcement of collection of the support arrearages shall be held in abeyance until further order of this court.
- the clerk of Court shall implement wage-withholding immediately.
- _____

IT IS FURTHER ORDERED that the parties shall advise the Clerk of Court of their current addresses at all times.

NOVEMBER 19, 2001
Conway, South Carolina
SCCA437


PRESIDING JUDGE -The Family Court
of the 15th Judicial Circuit



STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE FAMILY COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT
01-DR-26-1259

Pamela Susan Miller,)
)
Plaintiff,)
)
vs.)
)
Reginal Wayne Miller,)
)
Defendant.)

ORDER OF CONTINUANCE


DATE OF HEARING:
PRESIDING JUDGE:
PLAINTIFF'S ATTORNEY:
DEFENDANT'S ATTORNEY:
COURT REPORTER:

October 23, 2001
The Honorable Lisa A. Kinon
David R. Gravely
Deborah B. Dantzler
Wanda Hughes

This matter came before the Court upon Defendant's second motion for temporary relief asking for a reduction in child support and alimony based on a change in circumstances since the issuance of the existing of the temporary order. Plaintiff's attorney, Defendant, and Defendant's attorney were present at the call of the case. Plaintiff was not present. After a review of the file and the affidavit submitted by the Defendant, I find that it is necessary for the judge who issued the initial temporary order to also hear Defendant's second motion. I therefore decline to hear the motion. Defendant may reschedule the hearing of this matter. I make no finding on the merits of this motion.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that upon good cause shown the hearing on Defendant's second motion for temporary relief is continued.

AND IT IS SO ORDERED!



Lisa A. Kinon
Resident Family Court Judge
Fifteenth Judicial Circuit

Conway, South Carolina
November 15, 2001

NOTICE OF RESCHEDULED HEARING

A HEARING HAS BEEN SCHEDULED IN THIS MATTER FOR THE 30th OF November 2001 AT 11:00 O'CLOCK A.M. BEFORE THE HONORABLE Abbott IN THE FAMILY COURTROOM NUMBER 2.

Kane
KAY GARREN
FAMILY COURT COORDINATOR

01 NOV - 9 PM 5:58

MOTION REQUEST

CAPTION: Pamela Susan Miller vs. Reginal Wayne Miller

CASE #: 01-DR-26-1259 DATE MOTION FILED: 11-09-01

MOVING ATTORNEY: Deborah B. Dantzler TEL. # 248-5537

FAX #: 248-8127

MOVING ATTORNEY REPRESENTS: (X) PLAINTIFF () DEFENDANT

OPPOSING ATTORNEY: David Gravely TEL.# 448-2400

NATURE OF MOTION: Temporary Relief

ESTIMATED TIME NEEDED: 15 minutes

WEEK(S) UNAVAILABLE: 11/11 (morning); 11/19 (afternoon); 11/29(morning)

