

EXHIBIT

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ORIGINAL

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

2023 APR -7 PM 12:59

IN THE FAMILY COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT
CASE NO.: 2023-DR-32-00229

Megan Cronin,

Plaintiff,

v.

William Cronin,

Defendant.

LISA M. COMER
CLERK OF COURT
LEXINGTON SC

TEMPORARY ORDER

Presiding Judge:	Joseph C. Smithdeal
Date of Hearing:	March 2, 2023
Plaintiff's Attorney:	Andrew B. Farley, Esquire
Defendant's Attorney:	Ashby Lawton Jones, Esquire
Court Reporter:	Wendy Derrick

This matter was scheduled to come before the Court on March 2, 2023, for a Temporary hearing concerning custody, visitation, as well as other temporary issues. Prior to the hearing in this case, the Court was advised the parties had reached a settlement of the temporary issues.

The record reflects that this action was commenced by the filing of a Summons and Complaint and a Notice of Motion and Motion for Temporary Relief with the Clerk of Court for Lexington County on February 3, 2023. Defendant's counsel accepted service of the pleadings on February 14, 2023. Defendant filed an Answer and Counterclaim on March 1, 2023.

I make the following findings of fact and conclusions of law:

A. Plaintiff is a citizen and resident of the County of Lexington, State of South Carolina and has been for a period for more than three (3) months preceding the commencement of this action.

B. Defendant is a citizen and resident of the County of Lexington, State of South Carolina and has been for a period for more than three (3) months preceding the commencement of this action.

C. Plaintiff and Defendant were married to each other on July 23, 2011, and last lived together as Husband and Wife in the County of Lexington, State of South Carolina. The parties separated on or about January 28, 2023 and have continued to live separate and apart since that time.

D. The parties have two (2) children of this marriage, A.C. (born 2014) and L.C. (born 2017). No other children are expected.

E. This Court has in personam jurisdiction over Plaintiff and Defendant and has jurisdiction over the subject matter of this action. Venue is proper in Lexington County. All issues have been properly joined and that there are no other actions pending between them, except the instant action.

F. The parties have entered into a Temporary Agreement, which was announced by Ashby Lawton Jones, Esquire, as set forth in detail below:

1. Custody: The parties agree that they shall have shared custody of the minor children.

2. Visitation: The parties agree they shall follow a "2-2-3" schedule. Mother shall have visitation with the children every Monday and Tuesday. Father shall have visitation



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with the minor children every Wednesday and Thursday. The parties shall alternate weekend visitation with the children. Visitation periods shall begin with the visiting parent picking the children up from school or daycare, and subsequently returning the children to school at the end of their visitation period. This schedule shall begin on Friday, March 3, 2023, with Father picking L.C. up from school and the parties' mothers facilitating the exchange of A.C.

3. Guardian ad Litem: The parties agree that Nettie ElizaBeth D. Branham, Esquire shall serve as Guardian *ad Litem* in this case and conduct a 60-day investigation. A formal order appointing the Guardian *ad Litem* shall be filed with this Court.

4. Subsequent Temporary Hearing: The parties agree that upon the Guardian *ad Litem's* completion of the sixty-day investigation, the parties shall return for a subsequent temporary hearing. The parties shall return to the Marc H. Westbrook Lexington County Judicial Center, 1205 E. Main Street, Lexington South Carolina, to be scheduled
To be scheduled ____M. for the temporary hearing to be scheduled for thirty (30) minutes.

5. Child Support: The parties agree that there shall not be any stated figure for child support. The parties evenly divided their savings account holding approximately \$300,000.00 at or around the time of separation. The parties agree that they shall support themselves and the children through the balance of their share of the savings account, and the restraining order below does not apply to the divided sum.

6. Mutual Restraining Orders: The parties agree to be mutually restrained from alienating, disposing of, encumbering, injuring, damaging, destroying, trading or

otherwise liquidating or decreasing in value any marital property and assets. Neither party shall take on any additional debt for which the other party may be held liable. The parties are also restrained from harassing, threatening, interfering with, bothering, or intimidating one another in any manner whatsoever.

7. Businesses: The parties agree that Plaintiff has a business, Inspire Speech and Feeding, LLC, and Defendant has a business, Braveheart Holdings, LLC. The parties agree that each party shall conduct business in the regular course of business. Inspire Speech and Feeding, LLC and Braveheart Holdings, LLC shall be added as parties to this action and as such, shall be added to the caption of this case.

8. Use of the Commercial Property: The parties agree that Inspire Speech and Feeding LLC is housed in a building owned by Braveheart Holdings, LLC, which is located at 113 East Main Street, Lexington, South Carolina 29072. The mortgage paid on the building by Braveheart Holdings, LLC is \$3,200.00 each month. A portion of the commercial property is leased by McWhirter, Bellinger, & Associates, P.A. for \$2,700.00 each month. McWhirter, Bellinger, & Associates, P.A. shall pay \$2,700.00 in rent each month directly to the Defendant. Defendant shall pay the mortgage on the commercial property. Plaintiff shall have temporary possession of the commercial property and shall be responsible for all expenses (with the exception of the mortgage) associated with the building. Beginning on March 15, 2023, Plaintiff shall pay Defendant \$500.00 each month in rent for her use of the building. This sum will be applied to the mortgage payment paid by Defendant.

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9. Marital Home: The parties agree Defendant shall have the exclusive use and possession of the former marital home located at 413 Oak Haven Drive Lexington, South Carolina 29072. The parties agree Defendant shall be solely responsible for timely paying all costs and expenses associated with this residence.

10. Health Insurance: The parties agree that Defendant shall continue to carry Plaintiff and the children on his current health insurance plan. Beginning on April 1, 2023, and on the first day of each month during the pendency of this case, Plaintiff shall pay Defendant \$58.00, representing the expense associated with her health insurance.

11. Vehicles: The parties agree Plaintiff shall have the sole and exclusive use and possession of the Lexus vehicle in her possession. The parties agree that Defendant shall have the sole and exclusive use and possession of the Toyota Camry in his possession. Beginning on April 1, 2023, each party shall be solely responsible for the payment of all costs associated with the vehicle in their respective possession, which includes, but is not limited to taxes, insurance, and loans.

12. No Adverse Contact Order: The parties agree there shall be a mutual No Adverse Contact Order ("NACO") in place to prevent or restrain the parties from engaging in any negative communication with the other directly or indirectly, and only permit positive communication. This NACO shall allow the parties to contact, associate, and communicate with each other only so long as both parties consent to such contact; however, either party may end any contact, association, or communication if he or she deems any contact, association, or communication as being adverse, hostile or unpleasant. The purpose of this NACO is to encourage positive contact and communication between the parties, and

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this NACO is not intended to trigger any elements of 18 USCA Section 922(g)(9) nor is it intended to rise to the level of or be considered any Order of Protection under the South Carolina Protection from Domestic Abuse Act. Violation of this NACO shall subject the offending party to the contempt power of the Court.

13. Paramours: The parties agree that the minor children shall not be exposed to any person with whom either party has a romantic interest.

14. Discussions: The parties agree that they shall not make disparaging remarks about the other in the presence of the minor children, nor shall they allow any third parties to make disparaging remarks about the other in the presence of the minor children. The parties shall not discuss the issues of the litigation in the presence of the children or where the children may reasonably overhear such conversations.

15. Forensic Analysis of Plaintiff's devices: The parties agree that within 30 days of the filing of this order, Plaintiff shall allow Chris Watkins to perform a forensic analysis on any and all cell phones, laptops, Mac and/or Apple products in her possession. This shall occur at a mutually convenient time.

16. Alimony: The parties agree that neither party shall be awarded alimony.

17. All other issues, including the issue of attorney's fees, are hereby held in abeyance.

ACCORDINGLY, IT IS ORDERED, ADJUDGED, AND DECREED:

A. That the parties have entered into an agreement resolving their temporary issues. The agreement is set forth in detail above;

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B. I find the Agreement was entered into with adequate financial disclosures and is fair and equitable;

C. I find the Agreement as set forth above is incorporated into this Court Order and is subject to the contempt powers of this Court; and

D. I find that Inspire Speech and Feeding, LLC and Braveheart Holdings, LLC, shall be added as third-parties to this action.

IT IS SO ORDERED, ADJUDGED, AND DECREED.



Joseph C. Smithdeal
Presiding Family Court Judge

Greenwood, South Carolina

4/1, 2023

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