

STATE OF SOUTH CAROLINA  
COUNTY OF FLORENCE

IN THE FAMILY COURT  
TWELFTH JUDICIAL CIRCUIT

**FILED**

Kathleen S. Carter

Plaintiff AUG 13 A 10:03

JUDGMENT IN A  
FAMILY COURT CASE

v.

Joseph R. Carter

Defendant DORIS POULOS O'HARA  
FAMILY COURT  
FLORENCE COUNTY S.C.

Docket No. 2018-DR-21-544

CERTIFIED: A TRUE COPY  
Clerk of Court - Family Court  
Florence County, S.C.  
*[Signature]*

Submitted by: BRENDAN P. BARTH	Attorney for <input checked="" type="checkbox"/> Plaintiff or <input type="checkbox"/> Self-Represented Litigant	<input type="checkbox"/> Defendant <input type="checkbox"/> Guardian
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**DECISION BY COURT** (check all that apply)

- This action came to trial, hearing or was resolved by consent and an order was rendered.
- This action has been dismissed pursuant to
  - Rule 12(b), SCRPC
  - Rule 41(a), SCRPC
  - Rule 43(k), SCRPC
  - Family Court Benchmark
  - Other:

**IT IS ORDERED AND ADJUDGED:**  See attached order;  Statement of Judgment by the Court:  
 Additional information for Clerk:

**ORDER INFORMATION**

- This is a  Temporary  Final order. If Final, does this order end the case?  Yes  No
- Support  is not ordered  is ordered, and it is to be paid  through the court.  directly to the CP.
- Case number under which support is paid if different from this one:
- This order involves the immediate  issuance  dismissal of a bench warrant, or  does not apply.
- The following motions are ended by this order (include motion filing date):
- This order adds or dismisses the following parties to this case:
- dismiss  add :  dismiss  add :

**RECEIVED**  
**Jan 06 2021**  
**SC Court of Appeals**

INFORMATION FOR THE PUBLIC INDEX/TRANSCRIPT OF JUDGMENT (§ 20-3-670(B)(1))		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information to enroll, indicate "N/A" in one of the boxes below.		
Judgment In Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount to be Enrolled (List amount(s) below)
Kathleen S. Carter	Joseph R. Carter	N/A
Joseph R. Carter	Kathleen S. Carter	N/A
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the South Carolina Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: title abstractors and researchers should refer to the official court order for judgment details.

*[Signature]*  
Family Court Judge

4147  
Judge Code

August 4, 2020  
Date

This judgment was entered on the 13<sup>th</sup> day of August, 2020 and a copy mailed first class or placed in the appropriate attorney's box on this 13<sup>th</sup> day of August, 2020 to attorneys of record or to parties (when appearing pro se) as follows:

Brendan P. Barth  
H.D.

ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_  
\_\_\_\_\_

ATTORNEYS FOR THE DEFENDANT(S)

Suzanne Poulos  
CLERK OF COURT

Court Reporter:

Custodial Parent (if applicable):

STATE OF SOUTH CAROLINA  
COUNTY OF FLORENCE

) FILED IN THE FAMILY COURT FOR THE  
) TWELFTH JUDICIAL CIRCUIT

2020 AUG 13 A 10:03  
CASE NO. 18-DR-21-544

Kathleen S. Carter,  
Plaintiff,

) DOBIS POULOS O'HARA  
) FAMILY COURT  
) FLORENCE COUNTY S.C.

v.

) FINAL DIVORCE DECREE

Joseph R. Carter,

Defendant.

RECEIVED

Jan 06 2021

SC Court of Appeals

DATE OF HEARING.....JUNE 15-16, 2020  
TRIAL JUDGE.....TIMOTHY H. POGUE  
COURT REPORTER.....D.C.R.P.  
PLAINTIFF'S ATTORNEY.....BRENDAN P. BARTH  
DEFENDANT'S ATTORNEY.....MICHELE D. STURKIE  
GUARDIAN AD LITEM.....NONE

This matter was initially commenced by the Plaintiff with the filing of an original Family Court Coversheet, Notice of Motion and Motion for *Pendente Lite* Relief, and Summons and Complaint on April 12, 2018. In her Complaint, the Plaintiff requests a Decree of Separate Maintenance and Support, an award of alimony, a declaration that one (1) of the parties' children remains incapacitated and is entitled to support, alimony, equitable apportionment, attorney's fees and costs, as well as other related relief.

These pleadings were duly and properly served upon the Defendant as appears from the Affidavit of Service on file herein.

The Defendant filed his Answer and Counterclaim, in which he seeks a divorce, a *vinculo matrimonii*, on the statutory ground of

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One Year's Continuous Separation without Cohabitation, equitable apportionment of the marital estate, and attorney's fees and costs, as well as other related relief.

This matter was originally scheduled to be before the Court for purposes of a temporary hearing in June of 2018, but was ultimately re-scheduled to December 3, 2019. Prior to that hearing, the Defendant filed his Return to the Motion for *Pendente Lite* Relief. As a result of that hearing, the undersigned issued a Temporary Order filed January 15, 2020. The parties have operated pursuant to the terms of that Order throughout the pendency of this litigation.

Mediation was conducted with Stuart W. Snow, Esquire, pursuant to the Mandatory Alternative Dispute Rules, but the parties were unable to reach a final agreement as to the remaining issues in this case. The parties therefore have complied with the mandatory mediation requirement.

Prior to the commencement of this hearing, the Court inquired of the parties regarding the possibility of reconciling the marriage. Based upon the responses of the parties hereto, the Court finds that there is no chance of reconciling the marriage, nor is there anything the Court could do to assist in such a reconciliation.

The Court has carefully considered the credibility of each party (See *Divine v. Robbins*, 385 S.C. 23, 683 S.E. 2d 286 (Ct.

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App. 2009), wherein it is stated that "resolving questions of credibility is the function of the family court judge who heard the witnesses' testimony") and based upon the entire file in this matter, as well as the evidence and testimony presented, I make the following findings and conclusions:

**JURISDICTION**

1. The Plaintiff is a citizen and resident of the County of Florence, State of South Carolina, and had been so for more than three (3) months immediately prior to the commencement of this action.
2. The Defendant is also a citizen and resident of Florence County, South Carolina, and had been so for more than three (3) months immediately prior to the commencement of this action. In addition, he has appeared both personally and by and through his pleadings. This Court has personal jurisdiction over the parties hereto.
3. The parties are husband and wife, having been duly and lawfully married, one to the other, on May 15, 1999. The parties are the parents of four (4) adopted children, who have each reached the age of majority. However, one (1) of the parties' children remains incapacitated due to diagnosed disabilities as more thoroughly set out herein below.
4. This is an action for a divorce, as well as other related marital relief. This Court therefore has subject matter jurisdiction.
5. The parties last resided together as husband and wife in the County of Florence, State of South Carolina. Venue is therefore proper and appropriate in this County and State.

**AGREEMENT OF PARTIES**

6. Upon the commencement of this hearing, counsel for the parties advised the Court that the parties had reached an agreement on limited issues and were asking

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the Court to approve that limited agreement. The terms agreed upon are as follows:

a. The parties agreed that their daughter, namely E.A.C., born XX/XX/1998, known as "ZZ", remains incapacitated at this time by virtue of her diagnosed disabilities and that said disabilities prevent her from financially providing for herself. As such, ZZ shall continue to reside with the Plaintiff, who was previously appointed by the Probate Court as ZZ's Conservator/Guardian, and the Plaintiff shall continue to receive ZZ's SSI check to be utilized towards ZZ's support.

b. Due to ZZ's on-going disabilities, the Defendant shall be solely responsible for paying for 100% of ZZ's on-going therapy and counseling, and the Defendant shall do so by paying those providers directly for the costs of same. In addition, the Defendant shall be solely responsible for paying for 100% of ZZ's dental treatment in the future. However, the Defendant shall have the right to pay for the costs of same by either providing dental insurance and then paying for any remaining out-of-pocket costs, or by simply paying 100% of the out-of-pocket costs.

c. The Defendant shall have access to ZZ's medical providers, therapists, and counselors, and he shall have the right to discuss ZZ's treatment with said providers. The Plaintiff already has this right by virtue of being ZZ's court-appointed Conservator/Guardian.

d. The Defendant shall have the sole and exclusive use and possession of the parties' former marital residence until such time as the home is sold. The Defendant shall immediately place the home on the market for sale, with Jean Leatherman serving as their real estate agent. All offers shall be presented to both parties, and no reasonable offers shall be rejected. The Court was still to decide how to apportion the proceeds from the sale of the home.

e. The Plaintiff shall be entitled to sole and exclusive ownership and possession of the coin

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collection that is currently in the Defendant's possession. In addition, the Plaintiff shall have the right to ownership of the piano located in the marital residence, if she so desires.

7. The Court questioned the parties as to their understanding of their limited agreement. The Court finds that each of the parties understands the Agreement totally and completely, believes it to be a fair, equitable, and just resolution of the issues dealt with and desires that it be approved by this Court. The Court further finds that each party is fully aware of the income, assets, and liabilities of the other and that each has had sufficient financial disclosure from the other from which to make an informed decision regarding the fairness of this limited Agreement.
8. The Court finds that the parties entered into this limited Agreement freely and voluntarily and without threat, duress, or coercion and while not under the influence of alcohol, drugs, or other intoxicants.
9. The Court finds that each of the parties entered into the limited Agreement with the advice and consent of able, competent, and experienced trial counsel with whom each is satisfied.
10. The Court further finds that each of the parties understands the contempt powers of the Court and has the ability to fully comply with the Agreement.
11. The Court further finds that each of the parties understands that the terms of the limited Agreement relating to the division of property are permanent and final, and cannot be modified by the Court in the future.
12. The Court finds that the each of the parties understands that the terms of the limited Agreement related to their daughter, "ZZ", are modifiable in the future based upon a substantial and material change in circumstances.
13. The Court finds that the limited Agreement is fair and equitable to each of the parties both from a substantive and procedural standpoint, that it is clearly within the bounds of reasonableness, that it is

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in the best interests of ZZ, and that it should be approved by the Court.

**DIVORCE**

14. The Court finds from the duly corroborated testimony that the parties separated in April of 2018 and have not resumed living together as husband and wife since that time.

15. As such, the Court finds that the parties are entitled to a divorce, *a vinculo matrimonii*, from each other on the statutory ground of One Year's Continuous Separation without Cohabitation.

16. After approving the parties' limited Agreement and granting the divorce, the remaining issues for the Court to decide were (a) equitable apportionment, (b) alimony, and (c) attorney's fees and costs.

**EQUITABLE APPORTIONMENT OF THE MARITAL ESTATE**

17. This Court has jurisdiction to issue an award dividing marital property pursuant to the Equitable Apportionment of Marital Property Act, S.C. Code § Section 20-3-610 (2008).

18. "The term 'marital property' as used in this article means all real and personal property which has been acquired by the parties during the marriage and which is owned as of the date of filing or commencement of marital litigation as provided in Section 20-3-620 regardless of how legal title is held, except the following, which constitute non-marital property:

A) Property acquired by either party by inheritance, devise, bequest, or gift from a party other than the spouse;

B) Property acquired by either party before the marriage and property acquired after the happening of the earliest of a) entry of a pendente lite order in a divorce or separate maintenance action; b) formal signing of a written property or marital settlement agreement; or c) entry of a permanent order of separate maintenance and support or of a

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permanent Order approving a property or marital settlement agreement between the parties;

C) Property acquired by either party in exchange for property described in items (1) and (2) of this section;

....

D) any increase in value in non-marital property, except to the extent that the increase resulted directly or indirectly from efforts of the other spouse during the marriage."

S.C. Code § 20-3-630 (2008).

19. "Even if property is nonmarital, it may be transmuted into marital property during the marriage. Transmutation occurs if the property is utilized in support of the marriage or in such a manner as to evidence an intent to make it marital property. Transmutation is a matter of intent to be gleaned from the facts of each case, and the spouse claiming transmutation must produce objective evidence showing that, during the marriage, the parties themselves regarded the property as the common property of the marriage. . . . Evidence of intent to transmute nonmarital property may include using the property exclusively for marital purposes or using marital funds to build equity in the property. However, [t]he mere use of separate property to support the marriage, without some additional evidence of intent to treat it as property of the marriage, is not sufficient to establish transmutation." *Pruitt v. Pruitt*, 389 S.C. 250, 261, 697 S.E.2d 702, 708 (Ct. App. 2010) (internal quotations and citations omitted).

20. Equitable distribution is a four-step process for the Court. "It is well settled that in making an equitable distribution of marital property, the family court must: (1) identify the marital property, real and personal, to be divided between the parties; (2) determine the fair market value of the property so identified; (3) identify the proportionate contributions, both direct and indirect, of each party

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to the acquisition of the marital property; and (4) provide for an equitable division of the marital property." *Cannon v. Cannon*, 321 S.C. 44, 48, 467 S.E.2d 132, 134 (Ct. App. 1996).

21. Pursuant to S.C. Code § 20-3-620 (2008): "In making an apportionment, the court must give weight in such proportion as it finds appropriate to all of the following factors":

A) the duration of the marriage together with the ages of the parties at the time of the marriage and at the time of the divorce or separate maintenance or other marital action between the parties;

The parties were married for nineteen (19) years at the time of their separation. At the time of the parties' marriage, the Plaintiff was forty-six (46) years of age, and the Defendant was forty-four (44). The Plaintiff is now sixty-seven (67), and the Defendant is now sixty-five (65).

B) marital misconduct or fault of either or both parties, whether or not used as a basis for a divorce as such, if the misconduct affects or has affected the economic circumstances of the parties, or contributed to the breakup of the marriage; provided, that no evidence or personal conduct which would otherwise be relevant and material for purposes of this subsection shall be considered with regard to this subsection if such conduct shall have taken place subsequent to the happening of the earliest of a) entry of a *pendente lite* order in a divorce or separate maintenance action; b) formal signing of a written property or marital settlement agreement; or c) entry of a permanent order of maintenance and support or of a permanent order approving a property or marital settlement agreement between the parties;

Although both parties testified as to conduct of the other party that he/she

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believed led to the breakdown of the marriage, neither party has alleged fault-based grounds for divorce, nor is either party being granted a divorce on fault-based grounds.

C) the value of the marital property, whether the property be within or without the State. The contribution of each spouse to the acquisition, preservation, depreciation, or appreciation in value of the marital property, including the contribution of the spouse as a homemaker; provided, that the court shall consider the quality of the contribution as well as its factual existence;

There were disputes as to the value of several items of marital property, which the Court will discuss in more detail below.

As to the parties' contributions, shortly after the parties' marriage, they began to discuss and pray about adoption. Within three (3) or four (4) years after their marriage, they had adopted four (4) children from Russia. The first two (2) children the parties adopted were not much of a problem. However, upon adopting the second two (2) children, immediate issues began to arise.

The undisputed testimony of both parties was that the Plaintiff would be a full-time homemaker and mother, taking care of the house and the children, and the Defendant would be the "breadwinner" and financial provider for the family. The parties were clear and in agreement as to their defined roles in this marriage. They further testified that this arrangement worked very well for a number of years, and problems only arose in the last few years prior to their separation. Both parties, through their defined roles in this marriage, made substantial

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contributions to the acquisition and preservation of marital property.

D) the income of each spouse, the earning potential of each spouse, and the opportunity for future acquisition of capital assets;

The Defendant is a practicing chiropractor specializing in acupuncture and has been so for over forty (40) years. He now operates his own business, known as CMI - Florence Carter Clinic, P.A.

The Defendant was in a serious automobile accident ten (10) years ago and suffered some head injuries. The Plaintiff testified that she felt these injuries had affected the Defendant's disposition, that he was more easily agitated, less patient with her and the children, and not respectful to her anymore. The Defendant, on the other hand, testified that he did not believe that the accident had any effect on his disposition and demeanor. However, the Defendant testified to a heart condition and introduced a Doctor's report corroborating an irregular heartbeat with some heart failure. Although he continues with his running regimen, the Defendant testified that he had to rest more and could not work as hard as he used to. That being said, the Defendant further testified clearly that he had no plans to retire at this time.

The Defendant testified that due to Covid-19 and other factors, his income was down. However, after a review of his personal and business bank records, the Defendant appears to be making substantial deposits. In addition, the Defendant pays many of his personal expenses through his business. Moreover, the Defendant plans to go back to lecturing at a college that he has been

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lecturing at for a number of years once the Covid pandemic ends. The Defendant's average annual income in the several years prior to 2018 was over \$86,000.00.

By agreement of the parties, the Plaintiff has not worked outside of the home for over twenty (20) years. Her only income at this time is social security of \$874.60 per month, plus the \$670.00 SSI payment that she receives on behalf of their child, ZZ.

E) the health, both physical and emotional, of each spouse;

The Plaintiff is in good physical and emotional health.

As set forth immediately above, the Defendant has some physical issues, but he is still working full-time. Based on his own testimony, it does not appear that he is contemplating retirement at this time.

F) the need of each spouse or either spouse for additional training or education in order to achieve that spouse's income potential;

The Plaintiff has not worked outside of the home in over twenty (20) years. However, neither party testified to specific additional training that he/she may need.

G) the non-marital property of each spouse;

Based on the Court's ruling set forth herein below, the Defendant has substantial non-marital property that consists of three (3) retirement/investment accounts with Stifel Nicolaus.

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H) the existence or nonexistence of vested retirement benefits for each or either spouse;

The Defendant is maintaining ownership of the vast majority of the voluntary retirement benefits in this matter.

I) whether separate maintenance or alimony has been awarded;

As set forth below, permanent, periodic alimony is awarded to the Plaintiff in this Decree in the sum of \$2,700.00 per month.

J) the desirability of awarding the family home as part of equitable distribution or the right to live therein for reasonable periods to the spouse having custody of any children;

The parties have agreed to immediately list the former marital residence for sale.

K) the tax consequences to each or either party as a result of any particular form of equitable distribution;

The Court is requiring the Defendant to be responsible for the tax consequences in transferring sums from two (2) of the Stifel Nicolaus accounts to the Plaintiff.

L) the existence and extent of any support obligations, from a prior marriage or for any other reason or reasons, of either party;

Neither party has a prior support obligation. The Defendant shall continue to provide support for the parties' child, ZZ, as set forth herein above.

M) liens and any other encumbrances upon the marital property, which themselves must be equitably divided, or upon the separate property of either of the parties, and any

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other existing debts incurred by the parties or either of them during the course of the marriage;

There is very little debt in this marital estate, other than the mortgage and equity line on the marital home, and two (2) marital credit cards.

N) child custody arrangements and obligations at the time of the entry of the order; and

The parties' grown child, ZZ, shall continue to reside with the Plaintiff, as the Plaintiff has been appointed as her Guardian/Conservator.

O) such other relevant factors as the trial court shall expressly enumerate in its order.

22. The Court heard testimony regarding the property and debts to be divided between the parties. The Court considered all of the required statutory factors in light of the evidence and testimony presented.

23. Though our courts have held there is no recognized presumption in favor of a fifty-fifty division, our courts have approved an equal division of marital property "as an appropriate starting point for a Family Court Judge attempting to divide an estate of a long-term marriage". *Crossland v. Crossland*, 408 S.C. 443, 451, 759 S.E.2d 419, 423 (2014) (quoting *Doe v. Doe*, 370 S.C. 206, 634 S.E.2d 51 (2006)).

24. The Court finds that this is a long-term marriage, and that the parties had agreed to clearly defined roles during that marriage. As such, this Court will begin its equitable apportionment ruling with a presumption of a fifty-fifty divide. However, the Court must also keep in mind that the Defendant has much more ability to continue earning a substantial livelihood than the Plaintiff. Having stated that, the Court will now discuss the various assets of the parties.

25. **Marital Home.** As stated herein above, the parties have agreed to immediately place the marital home (808

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Juanita Drive) on the market and accept any reasonable offer. The Plaintiff has valued the home at \$550,000.00, and the Defendant has valued the home at \$500,000.00. The parties have two (2) outstanding mortgages on the property: a first mortgage, which at the time of filing of this action had an outstanding balance of \$109,160.00, and at the time of trial, a balance of \$63,917.00; and a line of credit mortgage, which at the time of filing and at trial had an outstanding balance of \$132,885.00.

26. The Defendant is taking the position that since he has been making all of the payments on these liens during the pendency of this action, then he should be reimbursed for the reduction in the first mortgage lien of over \$45,000.00 which occurred during the approximately 820 days that this action has been pending. In other words, after all of the costs of the sale of the home, the Defendant believes that he should receive \$45,000.00 first out of the net proceeds and then divide the remaining proceeds 50-50.

27. The Court does not agree with the Defendant's position. As stated above, and testified to numerous times by the parties at trial, the Defendant was the "breadwinner" and sole financial provider for this family. This was the *status quo*. This is what the parties had "agreed" to at the temporary hearing in December of 2019. This is what the parties "agreed" to from the time of their separation in 2018. The parties operated under this "agreement" and understanding for over one and a half years before ever scheduling the temporary hearing. This is what has been the *status quo* for all of the years of the parties' marriage. In its Temporary Order, the Court noted in paragraph eight (8) on page four (4) that this case has been pending way too long and is not that complicated, but that, in any event, the purpose of a temporary order is to maintain the *status quo* between the parties. If the Defendant had not been living in the marital home during the pendency of this action, he would have had to pay rent somewhere else for which he would have received no equity. Therefore, the Court is rejecting the Defendant's request that he receive \$45,000.00 out of the net proceeds of the sale of the marital residence. The Court does not believe that the Defendant receiving the same would be fair or equitable.

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28. Instead, the Court finds that the parties should each be entitled to 50% of the net sellers' proceeds (i.e., proceeds after satisfying the mortgage(s), closing costs, and realtor fees) from the sale of the home pursuant to the payoffs as of the date of trial listed above.

29. However, the Court is requiring that the Defendant continue to be solely responsible for 100% of the costs associated with the home between now and when it sells, which specifically includes the Defendant continuing to make the payment on the first mortgage and the interest payments on the line of credit until the house is sold. Beginning with the July 2020 payment, the Defendant shall be entitled to reimbursement of any reduction in the principal on the first mortgage that occurs between that July 2020 payment and the closing on the sale of the home. Upon closing, all closing costs shall be deducted, and before the net sellers' proceeds are divided 50-50 between the parties, the Defendant shall first be entitled to reimbursement for any reduction in principal on the first mortgage that occurs between July 2020 and closing. In other words, any reduction in principal on the first mortgage from \$63,917.00 to the date of closing shall be remitted back to the Defendant prior to the parties' final 50-50 split of the net sellers' proceeds.

30. **Contested Stifel Accounts (Ending 6209, 8368, 2494).** The next contested issue concerning equitable apportionment deals with three (3) different Stifel Nicolaus accounts solely in the name of the Defendant. The Plaintiff is alleging that these three (3) accounts are marital property and should be subject to equitable division by the Court. The only proof that the Plaintiff has to support her allegation is that the Defendant told the Plaintiff during their marriage that he was "saving for their retirement".

31. The Defendant testified that these accounts are non-marital in nature. The Defendant testified that the accounts were set up by him prior to his marriage to the Plaintiff. He introduced Defendant's Exhibit #10, which was (a) Pension Plan Certificate certifying that the Defendant was a participant in the CMI of Florence, Inc. Money Purchase Pension Plan and that as of December 31,

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1996 this Certificate had a vested portion of the participant's equity of \$219,619.17, and (b) Profit Sharing Plan Certificate certifying that the Defendant was a participant in the CMI of Florence, Inc. Profit Sharing Plan & Trust and that as of December 31, 1996 the vested current balance was \$309,907.99. Therefore, as of December 31, 1996, these two plans had a total value of \$529,527.16.

32. The Defendant further testified that these plans were stopped sometime prior to the parties' marriage in 1999. The Defendant stated that he and employees dispensed with the profit sharing and pension plans because the cost of health insurance was rising so much the employees had a choice to allow Dr. Carter's business to contribute towards the health insurance or the pension/profit sharing plans. The employees elected to stay with contributions towards the health insurance, and the other plans were terminated. This was a common practice at that time. The Plaintiff likewise testified to this being her understanding of why the pension/profit sharing plans were terminated. The Defendant finally testified that he had made no contributions to these plans or accounts subsequent to the parties getting married to one another.

33. Neither party was able to obtain any evidence about the values of these accounts at the time of the parties' marriage and/or the increase or decrease or, likewise, contributions or withdrawals from those accounts for the last twenty (20) to twenty-one (21) years. The only values presented to the Court at trial were the December 31, 1996 values discussed above and the value of the accounts as of the date of filing (\$767,910.51) and the date of trial (\$757,058.96).

34. During cross-examination, the Defendant acknowledged that this case was originally scheduled for trial in March 2020 and was continued due to the Covid pandemic until June 15, 2020. Further, sometime in May 2020 (before this trial began), all of the Defendant's tax records were destroyed by a fire. Therefore, it is very difficult for this Court to determine whether any contributions or withdrawals were made by the Defendant over the course of the marriage. It is obvious to the Court that these accounts were originally non-marital. But, if in fact there were any contributions made during

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the marriage, those contributions would of course be marital in nature. The Court must also attempt to look at fluctuations in the market over the last twenty (20) to twenty-one (21) years.

35. Taking all of that into consideration, the Court finds that a small portion of the increase in value of those accounts is marital in nature. As such, the Court is awarding the Plaintiff the sum of \$40,000.00 out of those accounts. The Defendant shall pay the sum of \$40,000.00 directly to the Plaintiff within forty-five (45) days of the date of this Final Decree. Should the Defendant choose to pay this sum out of any of these three (3) accounts, then he shall be responsible for any and all tax consequences. To be clear, the Plaintiff shall receive the net (i.e., after taxes) sum of \$40,000.00.

36. The Court finds that the Defendant shall be entitled to the sole ownership of the remainder of these three (3) accounts at Stifel Nicolaus.

37. **Dental Bill to Dr. Miller.** The Court finds that the outstanding dental bill of approximately \$1,300.00 owed to Dr. Miller's office is not a marital debt. This debt was incurred by the Plaintiff after the parties separated and after the filing of this action. As such, the Court finds this debt to be non-marital and the sole responsibility of the Plaintiff.

38. **Remaining Assets Subject to Equitable Apportionment.** In addition to the assets and debts discussed specifically herein above, the Court finds that the following remaining assets/debts make up the remainder of the parties' marital estate:

	<u>Asset</u>	<u>Net Value</u>
1.	Stifel Account (2142)	\$85,144.00
2.	2003 Toyota Landcruiser	\$3,000.00
3.	2016 Toyota Tacoma	\$10,000.00
4.	TAB EX, LLC Box Truck	\$8,000.00
5.	Contents of Marital Home	\$20,000.00
6.	Jewelry	\$4,500.00
7.	Husband's Checking Acct.	\$850.00
8.	Wife's Checking Acct.	\$850.00
9.	Equitable Division Advance	\$5,000.00
	<b>TOTAL:</b>	<b>\$137,344.00</b>

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	<u>Debt</u>	
1.	IHG Credit Card	-\$6,120.00
2.	Capital One Visa	<u>-\$23,400.00</u>
<b>TOTAL:</b>		<b>-\$29,520.00</b>

39. As to the above assets and debts set forth in paragraph thirty-eight (38) immediately above, the Court finds that the values assigned to each asset and/or debt are well within the range testified to by the parties at trial. The Court used to the date of filing value for the Stifel Nicolaus Account (ending 2142). The parties were under a temporary restraining order "from disposing of, selling, alienating, liquidating, or otherwise decreasing in value any assets, pending a final hearing on the merits, unless the parties mutually agree otherwise in writing". Subsequent to that Temporary Order, the Defendant removed \$5,000.00 from the Stifel 2142 Account without written permission from the Plaintiff and utilized that \$5,000.00 for the \$5,000.00 payment that the Court required him to make to Mr. Barth's office pursuant to the Temporary Order. The Defendant did this at his own risk. As such, the Court has applied that \$5,000.00 as an advance towards equitable division.

40. The Court has already addressed the marital home and the three (3) contested Stifel Accounts herein above. As to these remaining assets and debts, after considering all of the testimony, exhibits, and equitable apportionment factors, the Court finds that these remaining assets and debts should be divided on a 50-50 basis. The Court has already noted the defined roles that each party testified to at trial. It was clearly an equal partnership, and this Court is going to apply a 50-50 apportionment as to these remaining assets and debts. The Court has prepared an Equitable Apportionment Worksheet as to these remaining assets and debts, and the same is attached to this Final Decree.

41. As to the Stifel Nicolaus Account (ending 2142), the parties both agreed at trial that this account is marital in nature. The Court has utilized the filing date balance of \$85,144.00. The Defendant testified that he withdrew monies from this account during the pendency of the case and without the Plaintiff's

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permission. The Defendant did this at his own risk. The Court has already indicated that it is treating the \$5,000.00 portion withdrawn as an advance towards equitable apportionment. In order to balance the marital equities between the parties and achieve the Court's desired 50-50 division, and as shown on the attached worksheet, the Defendant shall pay to the Plaintiff the sum of \$38,062.00 from this account. The Defendant shall make this payment directly to the Plaintiff no later than thirty (30) days from the date of this Decree. Once the Defendant pays the sum of \$38,062.00 to the Plaintiff from this account, then the Defendant shall maintain ownership of the remainder of said account.

42. Pursuant to the attached worksheet, the Plaintiff shall be entitled to sole and exclusive use, possession, and ownership of her 2003 Landcruiser, and the Defendant shall be entitled to sole and exclusive use, possession, and ownership of his 2016 Toyota and the TabX Box Truck. Each shall be solely responsible for the costs and expenses associated with ownership of his or her respective vehicle(s), and each shall hold the other harmless as to the same. In valuing the vehicles, the Court accepted the Plaintiff's value of her vehicle and the Defendant's values for his two (2) vehicles.

43. Each of the parties shall be entitled to the sole and exclusive use, possession, and ownership of his/her respective checking account(s).

44. The Plaintiff shall be entitled to the sole and exclusive use, possession, and ownership of her Jewelry. The Court valued the Jewelry at \$4,500.00, which is between the two values testified to by the parties. In doing so, the Court took into consideration the parties' testimony, as well as the age of the jewelry.

45. Per the parties' limited Agreement, the Plaintiff shall be entitled to ownership of the coin collection and the piano in the marital home. After the Plaintiff retrieves those specific items, then each party shall have the sole and exclusive use, possession, and ownership of any and all tangible personal property in that party's respective possession. Both parties testified that they believed the personal property in the estate to be valued at \$20,000.00. The Court finds

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that this above division will result in the Plaintiff receiving \$5,000.00 of the personal property, and the Defendant receiving \$15,000.00 of the personal property. This is primarily based on the testimony that the Defendant is receiving the majority of the property and furniture that still remains in the former marital residence, as well as his firearms.

46. As set forth above, the Defendant utilized marital funds without permission to pay Mr. Barth's office the \$5,000.00 as ordered in the Court's Temporary Order. As such, the Court has determined that payment to be an advance on equitable apportionment, and the Court has allocated \$2,500.00 to both parties for that advance.

47. As to the IHG Credit Card, the Court finds that the current balance on the IHG Credit Card is marital in nature. Although the Defendant testified that this card had a balance of zero at the time of filing, there was ample testimony and evidence at trial that the Plaintiff continued to utilize this card during the pendency of this case in a similar manner to how the parties had always utilized this card - including for medical bills and gas. There was also evidence and testimony that the parties had agreed during this case that the Plaintiff could utilize this card for certain charges and expenses during the pendency of this action. Taking all of this evidence and testimony into consideration, the Court finds that the current balance of \$6,120.00 is a marital debt. Per the attached worksheet, the Defendant shall be solely responsible for paying this debt, and he shall hold the Plaintiff harmless as to the same. Once the Defendant pays off the balance on this IHG card, the parties shall work together to remove the Defendant's name from this credit card or, in the event his name cannot be removed, cancel and close the account.

48. The parties both agreed that the Capital One Visa card is marital in nature; however, the parties disagreed on the amount of the balance to be considered a marital debt. The Court finds that the entire current balance of \$23,400.00 is marital in nature. It is undisputed that the card had a balance of \$19,120.00 as of the date of filing. While the Defendant takes the position that only the \$19,120.00 should be considered a marital debt, the Court finds the entire current balance to be a marital debt. Based on the testimony at

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trial, neither party has been making monthly payments on this card and the card has continued to accrue interest each and every month that this action has been pending. Again, the Court finds that the entire balance of this card is a marital debt. In order to attain a 50-50 split of the marital estate, the Defendant shall be solely responsible for paying for 100% of this debt, and he shall hold the Plaintiff harmless as to the same. The Defendant shall immediately forward to Capital One a check, from his portion of the funds in the Stifel 2142 Account, in full payment of the current outstanding balance on the Capital One Card. Just as with the IHG Card, once the Defendant has fully satisfied the balance on the Capital One Card, the parties shall work together to remove the Defendant's name from this credit card or, in the event his name cannot be removed, cancel and close the account.

49. Pursuant to the attached worksheet, the total value of the remaining marital assets (not including the home and contested Stifel Nicolaus accounts addressed in separate sections above) is \$149,344.00, with debts of \$41,520.00, leaving a net estate of \$107,824.00. One-half of the net estate would be \$53,912.00. The Court's above division accomplishes this 50-50 split of the marital estate.

50. After considering all of the statutory factors, I find that the equitable distribution set out herein above is fair and equitable in this case.

#### ALIMONY

51. The Plaintiff is requesting an award of alimony from the Defendant in this matter.

52. This Court may grant alimony and separate maintenance and support, *pendente lite* and permanently, and in such amounts and for periods of time subject to conditions as the Court considers just. Types of alimony which may be awarded include, but are not limited to, periodic alimony, lump sum alimony, rehabilitative alimony, reimbursement alimony, separate maintenance and support, and such other forms of spousal support as may be deemed appropriate by the Court. S.C. Code § 20-3-130(B) (1)-(6).

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53. The Court must consider certain statutory factors when deciding whether to award alimony, what type of alimony to award and the amount of alimony to be awarded. However, no one factor is dispositive. *Allen v. Allen*, 347 S.C. 177, 184, 554 S.E.2d 421, 425 (2001). South Carolina Code § 20-3-130 (2008) provides that "[i]n making an award of alimony or separate maintenance and support, the court must consider and give weight in such proportion as it finds appropriate to all of the following factors":

A) the duration of the marriage together with the ages of the parties at the time of the marriage and at that time of the divorce or separate maintenance action between the parties;

As set forth above, the Plaintiff was forty-six (46) and the Defendant forty-four (44) at the time of marriage. The Plaintiff is now sixty-seven (67), and the Defendant is now sixty-five (65).

B) the physical and emotional condition of each spouse;

The physical and emotional condition of each spouse is discussed herein above in the equitable apportionment factors.

C) the educational background of each spouse, together with the need of each spouse for additional training or education in order to achieve that spouse's income potential; and

The Plaintiff has a B.S. degree in Psychology and has also taken some accounting classes.

The Defendant has a doctorate degree in chiropractic medicine, and an additional degree and certification in acupuncture medicine.

D) the employment history and earning potential of each spouse;

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As set forth in the factors the Court considered under equitable division, the Defendant is a practicing chiropractor and has been for forty (40) years. During the years prior to 2018, the Defendant was earning an average of over \$86,000.00 per year. While he testified at trial that due to Covid-19 and other reasons, he had seen a decline in income, a review of his bank records revealed that he has been recently making substantial deposits into his accounts.

The Plaintiff, on the other hand, has been out of work for over twenty (20) years. She had prior employment with Blue Cross/Blue Shield, D.S.S., and her last employment was with the South Carolina Department of Health and Environmental Control. She believes that she was earning a salary of somewhere around \$30,000.00 with SCDHEC. However, all of that employment was prior to her marriage to the Defendant. While she sometimes assisted in the Defendant's chiropractic office during the marriage, that was a non-paying job.

Upon cross-examination, the Defendant testified that his earning capacity was much greater than the Plaintiff's earning capacity and that "was not likely to change in the next few years". As such, it does not appear that the Defendant is contemplating retirement.

E) the standard of living established during the marriage;

The parties enjoyed the lifestyle of an upper middle class family, enjoying a home valued around \$500,000.00, vehicles and vacations.

F) the current and reasonably anticipated earnings of both spouses;

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Please see discussion set forth herein above in the equitable apportionment section of Decree regarding current and anticipated earnings.

G) the current and reasonably anticipated expenses and needs of both spouses;

Both parties' reasonably anticipated expenses and needs were shown on their respective financial declarations.

In addition, the Court notes that once the house sells, the Defendant will be out from under over \$3,000.00 in house payments. He should be able to find suitable housing for himself for at least half of that amount. Moreover, it also appears that he is paying a lot of his personal expenses through his business, as he shows no auto payments, insurance, gas, or maintenance on his financial declaration. Again, over one-half of his current monthly expenses on his financial declaration deal with the parties' former marital residence that is to be listed immediately for sale.

H) the marital and non-marital properties of the parties, including those apportioned to him or her in the divorce or separate maintenance action;

As set forth above, the vast majority of the three (3) contested Stifel Accounts are the non-marital property of the Defendant. After he pays the Plaintiff the sum of \$40,000.00, he will be retaining approximately \$650,000.00 in non-marital retirement.

I) custody of the children, particularly where conditions or circumstances render it appropriate that the custodian not be required to seek employment outside the home, or where the employment must be of a limited nature;

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The parties' grown but disabled child shall continue residing with the Plaintiff.

J) marital misconduct or fault of either or both parties, whether or not use as a basis for a divorce or separate maintenance decree if the misconduct affects or has affected the economic circumstances of the parties or contributed to the break-up of the marriage, except that no evidence of personal conduct which may otherwise be relevant and material for the purpose of this subsection may be considered with regard to this subsection if the conduct took place subsequent to the happening of the earliest of (1) the formal signing of a written property or marital settlement agreement, or (2) entry of a permanent order of separate maintenance and support or of a permanent order approving a property or marital settlement agreement between the parties;

Please see discussion set forth herein above in the equitable apportionment section of Decree.

K) the tax consequences to each party as a result of the particular form of support awarded;

The Defendant's alimony payments shall be non-deductible by him and non-taxable to the Plaintiff.

L) the existence and extent of any support obligation from a prior marriage or for any other reason of either party;

There are no other support obligations the Court is aware of, other than the Defendant's on-going financial support for the parties' disabled child.

M) such other factors the court considers relevant.

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54. Upon cross-examination at trial, the Defendant admitted that the Plaintiff is entitled to on-going alimony. As such, the Court was left to determine the type and amount of such alimony.

55. Based upon consideration of all of the alimony factors, along with the Financial Declarations for both parties and the Defendant's recent bank records, the Court finds that the Plaintiff is entitled to permanent, periodic alimony, modifiable as set forth by S.C. Code § 20-3-130(B).

56. Until such time as the house sells, the Defendant shall pay permanent, periodic alimony to the Plaintiff in the sum of \$1,500.00 per month. The Defendant shall make these payments in two (2) equal monthly installments of \$750.00, due the first (1<sup>st</sup>) and sixteenth (16<sup>th</sup>) of each month. These payments shall be made directly to the Plaintiff; however, if the Defendant is ever more than five (5) days late with any single payment, then the Plaintiff shall have the right to file an Affidavit with the Clerk of Court's Office noting said delinquency, and all payments thereafter shall be made through the State Disbursement Unit with the requisite administrative fees added thereto.

57. Beginning on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month following the sale of the parties' home, the Defendant shall be required to pay permanent, periodic alimony to the Plaintiff in the sum of \$2,700.00 each month. The Defendant shall make these payments in two (2) equal monthly installments of \$1,350.00, due the first (1<sup>st</sup>) and sixteenth (16<sup>th</sup>) of each month. These payments shall be made directly to the Plaintiff; however, if the Defendant is ever more than five (5) days late with any single payment, then the Plaintiff shall have the right to file an Affidavit with the Clerk of Court's Office noting said delinquency, and all payments thereafter shall be made through the State Disbursement Unit with the requisite administrative fees added thereto.

58. Based upon all of the factors considered by the Court, I find that the Plaintiff has demonstrated a need for support in the monthly amount of \$2,700.00 and I award her permanent, periodic alimony in that monthly

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amount. I further find that the Defendant has the ability to pay that amount, specifically after the parties' former residence is sold. This alimony shall be non-taxable to the Plaintiff and non-deductible for the Defendant.

#### ATTORNEY'S FEES

59. Both parties have requested attorney's fees and costs from the other. A party requesting an award of attorney's fees has the burden of proof by a preponderance of the evidence to establish both the entitlement to fees and the amount of fees. In considering those requests, the Court first must determine entitlement to fees based upon the factors set forth in *E.D.M. v. T.A.M.*, 307 S.C. 471, 476-77, 415 S.E.2d 812, 816 (1992) (citing *Glasscock v. Glasscock*, 304 S.C. 158, 403 S.E.2d 313 (1991)).

60. The first factor to be considered under *E.D.M.* is the party's ability to pay his/her own fees. Needless to say, the Plaintiff's ability to pay her own attorney's fees is severely hampered in that she, once again by agreement of the parties, has been out of the workforce for over twenty (20) years. Although she is receiving monies from the sale of the home and other disbursements in equitable apportionment, the Plaintiff is still almost totally dependent on the Defendant for her financial needs. The Defendant, however, has substantial funds from which to pay his own attorney's fees. He further acknowledged the same in his testimony at trial.

61. The second *E.D.M.* factor is beneficial results obtained. The Plaintiff's attorney was successful in obtaining permanent, periodic alimony for his client. This was one of the main issues in this trial. The Defendant did not offer permanent, periodic alimony until the last day of trial upon questioning by the Plaintiff's attorney. The case was over 800 days old at trial, and the Defendant finally admitted on the stand, for the first time, that this was a case for permanent, periodic alimony. Much of the Plaintiff's time in preparing for this case and trial dealt with the issue of alimony and the Defendant's steadfast position that he not be required to pay the same. The Plaintiff was also successful in getting a 50-50 split of the marital

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assets and a portion of the Defendant's three (3) contested Stifel Nicolaus accounts. On the other hand, the Defendant's attorney was successful in convincing the Court that the vast majority of the Defendant's three (3) contested Stifel Nicolaus accounts were non-marital in nature.

62. The third factor under *E.D.M.* is the parties' respective financial conditions. The parties' financial conditions have been fully discussed herein above. The Plaintiff will be receiving half of the marital estate and a small portion of the Defendant's three (3) contested Stifel Nicolaus accounts, as well as alimony, and she should be able to adequately support herself and her daughter, but not extravagantly. Meanwhile, the Defendant will have approximately \$1,000,000.00 in assets, mostly liquid from which he can draw.

63. The fourth *E.D.M.* factor is the effect of the attorney's fee on each party's standard of living. For the reasons discussed above, the Court finds that the Plaintiff being required to pay attorney's fees and costs would certainly put a strain on her standard of living. The same would not be true for the Defendant.

64. Based upon those factors, the Court finds that the Plaintiff has met her burden of proof by a preponderance of the evidence that she is entitled to a contribution toward her attorney's fees and costs from the Defendant.

65. Having determined that the Plaintiff is entitled to some contribution towards her attorney's fees and costs, the Court must then determine the amount of that award pursuant to *Glasscock*, 304 S.C. at 161, taking into consideration (a) the nature, extent and difficulty of the case; (b) the time necessarily devoted to the case; (c) professional standing of counsel; (d) contingency of compensation; (e) beneficial results obtained; and (f) customary legal fees for similar services.

66. In the *Glasscock* case, the Supreme Court described these six (6) factors a little differently, providing that the Court should consider:

(a) The reasonableness of the hourly rate (which shall be determined according to (i) the

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professional standing of counsel and (ii) the customary legal fees for similar services), and

(b) The reasonableness of the hours billed (which shall be determined according to (i) the nature, extent and difficulty of the case and (ii) the time necessarily devoted to the case).

*Glasscock*, 403 S.E.2d at 315; see also *Marital Litigation in South Carolina, Substantive Law*, 3<sup>rd</sup> Edition, by Professor Roy T. Stuckey. It is much simpler for the Court to discuss the six (6) *Glasscock* factors utilizing the headings referred to immediately above.

67. As to the reasonableness of the hourly rate, Mr. Barth charged the Plaintiff an hourly rate of \$150.00. Mr. Barth's Affidavit of Attorney's Fees sets out his qualifications and experience. They are exceptional. His professional standing and reputation are outstanding and above reproach. The Court would be remiss, however, if it did not also mention the qualifications, experience, and reputation of the Defendant's attorney. Mrs. Sturkie is certainly one of the most qualified, experienced, and well-respected Family Court attorneys in the Pee Dee, and she did an excellent job in this case.

68. The Court also finds that Mr. Barth's fee for similar services in this type of case, especially as to the contested issue of alimony, to be customary and reasonable for Family Court practitioners in the Pee Dee area.

69. When determining the reasonableness of the hours billed, the Court looks at (a) the nature, extent, and difficulty of the case, and (b) the time necessarily devoted to the case. The Affidavits of Attorney's Fees submitted by both parties were very similar as to the time spent on the case and their total fees. Therefore, the Defendant should have no reason to question the reasonableness of the hours billed by the Plaintiff's attorney. As stated above, Mr. Barth had to devote extensive time to the issue of permanent, periodic alimony since the Defendant did not acknowledge until the last day of trial that he should be obligated to pay the same. Therefore, considering all of the factors outlined above, the Court finds that the Defendant

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should be required to pay the sum of \$10,000.00 towards the Plaintiff's attorney's fees and costs.

70. The Defendant shall pay this \$10,000.00 at a minimum rate of \$2,500.00 per month beginning on September 1, 2020 and continuing the first (1<sup>st</sup>) of each month thereafter. The Defendant shall make these payments directly to Mr. Barth's office, at 205 N. Irby Street, Florence, S.C., no later than the first (1<sup>st</sup>) of each month until such time as a total sum of \$10,000.00 has been paid. In the event that the Defendant is ever more than seven (7) days late with any single payment, then Mr. Barth may declare the entire balance due and payable, and shall be entitled to bring such action as he deems necessary for the collection of the same.

**ACCORDINGLY, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. That the Plaintiff and the Defendant be granted a divorce, *a vinculo matrimonii*, from the other party on the statutory ground of One Year's Continuous Separation without Cohabitation.
2. That the provisions of the parties' limited Agreement as specifically set forth herein above be approved, adopted, and incorporated herein below as fully as if set forth herein verbatim.
3. That the parties' former marital residence is to be sold and the equity received therefrom shall be divided as specifically outlined herein above.
4. That the three (3) Contested Stifel Nicolaus Accounts shall be apportioned and thereafter owned as specifically outlined herein above.
5. That the parties' remaining marital assets and debts shall be apportioned as specifically outlined herein above.
6. That the Defendant be responsible for paying permanent, periodic alimony to the Plaintiff in the sum of \$1,500.00 per month until such time as the parties' former marital residence is sold.

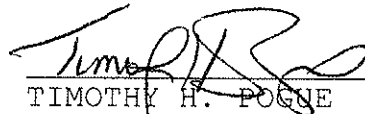
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7. That after the parties' marital residence is sold, the Defendant shall be responsible for paying permanent, periodic alimony to the Plaintiff in the amount of \$2,700.00 per month as specifically outlined herein above.

8. That the Defendant be required to make a contribution towards the Plaintiff's attorney's fees and costs in the amount of \$10,000.00, and he shall pay the same as specifically outlined herein above.

9. That the Court retains jurisdiction to execute any Orders necessary to effectuate the terms of this Final Divorce Decree, including any Qualified Domestic Relations Orders.

**AND IT IS SO ORDERED!**



TIMOTHY H. POGUE  
JUDGE OF THE FAMILY COURT FOR  
THE TWELFTH JUDICIAL CIRCUIT

Marietta, South Carolina

August 5, 2020

FAILURE TO COMPLY WITH THE TERMS OF THIS ORDER MAY CONSTITUTE CONTEMPT OF COURT, AND MAY BE PUNISHABLE BY A FINE, A PUBLIC WORK SENTENCE, OR BY IMPRISONMENT, OR ANY COMBINATION THEREOF, IN THE DISCRETION OF THE COURT, BUT NOT TO EXCEED IMPRISONMENT FOR ONE (1) YEAR, A FINE OF \$1,500.00, A PUBLIC WORK SENTENCE NOT TO EXCEED 300 HOURS OR ANY COMBINATION THEREOF, AS PROVIDED BY SOUTH CAROLINA LAW.

# Equitable Apportionment Worksheet

Case Name: Carter v. Carter  
Docket No.: 2018-DR-21-544

<u>Asset</u>	<u>Value</u>	<u>Debt</u>	<u>Equity</u>	<u>Allocation</u>	<u>Husband</u>	<u>Wife</u>
1 Stifel Account (2142)	85,144	0	85,144	55.3 %H 44.7 %W	47,082	38,062
2 2003 Toyota Landcruiser	3,000	0	3,000	Wife		3,000
3 2016 Toyota Tacoma	22,000	-12,000	10,000	Husband	10,000	
4 Tab X LLC Box Truck	8,000	0	8,000	Husband	8,000	
5 Contents of Marital Home (inc Guns)	20,000	0	20,000	75 %H 25 %W	15,000	5,000
6 Jewelry	4,500	0	4,500	Wife		4,500
7 Citizens Bank Checking (H)	850	0	850	Husband	850	
8 Citizens Bank Checking (W)	850	0	850	Wife		850
9 Equitable Division Advance	5,000	0	5,000	50 %H 50 %W	2,500	2,500
10		0	0			
<b><u>Debt</u></b>						
D1 IHG Credit Card		-6,120	-6,120	Husband	-6,120	
D2 Capital One Visa		-23,400	-23,400	Husband	-23,400	
D3		0	0			
D4		0	0			
D5		0	0			

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<b>TOTALS:</b>	<b>149,344</b>	<b>-41,520</b>	<b>107,824</b>		<b>53,912</b>	<b>53,912</b>
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Overall Percentage of Marital Estate 50.00 % 50.00 %

\*\*\*\*\*

Prepared By:

Wednesday, July 29, 2020

Licensed To Brendan P. Barth

TAP

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF FLORENCE )

IN THE FAMILY COURT FOR THE  
 TWELFTH JUDICIAL CIRCUIT

Kathleen S. Carter,

**FILED**

Plaintiff, )

v. 2020 AUG 13 ) A 10: 05 **SUPPORT INFORMATION SHEET**

Joseph R. Carter,

Defendant, )  
 BORIS POULOS O'HARA  
 FAMILY COURT  
 FLORENCE COUNTY S.C.

Docket No. 18-DR-21-544

CERTIFIED: A TRUE COPY  
 Clerk of Court - Family Court  
 Florence County, S.C.  
*Boris Poulos O'Hara*

Check appropriate box:

No spousal or child support ordered. (No other items should be completed.)

If support is ordered to be paid directly or through the Court, **you must complete BOTH pages** (as applicable).

Obligation Type	Child Support	Spousal Support	Other
Amount	\$	\$1,350.00	\$
Collection Costs (5%)	\$	\$	\$
<b>Payment Frequency</b>			
Payment Start Date			
Weekly	G	G	G
Bi-Weekly	G	G	G
Monthly	G	G	G
Semi-monthly (1 <sup>st</sup> and 16 <sup>th</sup> )	<input type="checkbox"/>	O	G
Semi-monthly (15 <sup>th</sup> and 30 <sup>th</sup> )	G	G	G
<b>Total Arrearage Amount</b>	\$	\$	\$
<b>Wage Withholding</b>			
Required by S.C. Code Ann. ' 63-17-1420	G	G	G
Ordered	G	G	G
Not Ordered	G	G	G

Name of Custodial Parent (if applicable):

**\*\*\*\*\*OBLIGOR=S DESIGNATION STATEMENT: PAYMENT OF COURT COSTS\*\*\*\*\***

I acknowledge that S.C. Code Ann. ' 63-3-370 requires that I pay and the Family Court has ordered that I pay court costs in an amount equal to five (5) percent of my support payment made through the Clerk of Court or the centralized wage withholding system. I owe and will pay these costs in addition to my support obligation.

To meet my duty to pay court costs, I designate an amount equal to five (5) percent of the support payment I make to be applied and distributed in payment of court costs, not support.

I acknowledge that the Clerk of Court or, if payments are withheld from my income, the centralized wage withholding system to deduct the fee from every payment made by me or on my behalf.

I acknowledge that should I not pay the full amount due, that an arrearage will accrue and that the Clerk of Court may take enforcement action against me for failure to pay all amounts ordered by the Court.

If an amendment to the law changes the amount of court costs, this designation authorizes deduction of court collection costs in the amount established by law.

Date: \_\_\_\_\_, 2010

Signature of Person paying Support\*\*

**\*\*NOTE TO CLERK: FILE AND PROCESS THIS FORM EVEN IF SIGNATURE OF PERSON PAYING SUPPORT IS NOT PROVIDED.\*\***

# IDENTIFYING INFORMATION ON THIS PAGE

**A. OBLIGEE/PAID TO:**

Name:  
 Address:  
 City: State: Zip:  
 Email Address: Phone:  
 SSN: Gender: \_\_\_ Race: \_\_\_ Height:\_\_\_ Weight:  
 Date of Birth: Scars:  
 Driver=s License Number: Driver=s License Issuing State:  
 Employer:  
 Employer Address:

**B. OBLIGOR/PAID BY:**

Name:  
 Address:  
 City: State: Zip:  
 Email Address: Phone:  
 SSN: Gender: \_\_\_ Race: \_\_\_ Height:\_\_\_ Weight:  
 Date of Birth: Scars:  
 Driver=s License Number: Driver=s License Issuing State:  
 Employer:  
 Employer Address:

**C. CHILDREN**

CHILDREN'S NAMES	DATE OF BIRTH	SSN
1.		
2.		
3.		
4.		

PREPARED BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_