

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ANDERSON COUNTY
Family Court

The Honorable Edgar H. Long, Jr., Family Court Judge

Case No. 2011-DR-04-2043

Sydney S. Phillips,

Appellant,

v.

Roy Russell Phillips and Laura Bango,

Respondents

RECORD ON APPEAL

RECEIVED
SEP 24 2012
SC Court of Appeals

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Anderson, SC 29621
Phone: (864) 261-3977
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Greenville, SC 29603
Phone: (864) 240-2066
Attorney for Respondents,
Roy Russell and Laura Bango

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FOR CLERK OF COURT OFFICE USE ONLY

This judgment was entered on the 2/3/12 and a copy mailed first class or placed in the appropriate attorney's box on 2/7/12 to attorneys of record or to parties (when appearing pro se) as follows:

Druanne D. White
412 Marshall Avenue
Anderson, SC 29621
ATTORNEY(S) FOR THE PLAINTIFF(S)

David M. Yokel
P.O. Box 10453
Greenville SC 29603
ATTORNEYS FOR THE DEFENDANT(S)

Richard S. Shirley
CLERK OF COURT

Court Reporter: Donna Brady

Custodial Parent (if applicable): _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON)
)
 Sydney S. Phillips,)
)
 Plaintiff,)
)
 vs.)
)
 Roy Russell Phillips and Laura Bango,)
)
 Defendants.)

IN THE FAMILY COURT
 TENTH JUDICIAL CIRCUIT

TEMPORARY ORDER

C.A. No.: 2011-DR-04-2043

JUDGE: Edgar H. Long, Jr.
 DATE OF HEARING: ~~June 13, 2012~~ ^{E#2} January 19, 2012
 PLAINTIFF'S ATTORNEY: Druanne D. White
 DEFENDANTS' ATTORNEY: David M. Yokel
 GUARDIAN AD LITEM: none
 COURT REPORTER: Donna M. Brady

This matter is before the Court pursuant to the Motion for Expedited Temporary Hearing filed by the Defendant on January 3, 2012. Defendants sought a modification of family support, specified visitation, adjustment for telephone visitation, attorney fees and other relief incident thereto. Plaintiff filed a Return to the Motion and sought affirmative relief relating to the beneficiary of life insurance policies, addressing the 2010 tax refund, financial matters and attorney fees.

Plaintiff and Defendant appeared with their respective attorneys. The parties submitted Financial Declarations and Affidavits pursuant to the *South Carolina Rules of Family Court*. The Court was informed the parties had reached an agreement on some of the issues. The partial agreement as to the Defendant Roy Russell Phillips' visitation is as follows:

E
 # 1

- a. One weekend each month to occur in Atlanta, GA at the Bango home. Upon receipt of his weekend treatment schedule, Defendant shall notify Plaintiff immediately to coordinate a weekend that is the most reasonable considering everyone's schedule.
- b. Spring break visitation with the children shall be in Ohio (April 1-7, 2012);
- c. Father's Day weekend in Atlanta, GA (June 15-18, 2012);
- d. One week in the summer in Ohio;
- e. Thanksgiving weekend in Atlanta (November 21-25, 2012) .
- f. Plaintiff shall meet Mr. Phillips and his driver half-way between Anderson, SC and Atlanta, GA for the Atlanta visits with each being responsible for their own expenses related to this travel.
- g. Defendant may call the children each night at 9:00 p.m.
- h. The parties shall equally split the proceeds from the 2010 tax refund.

The issues that were contested and for the court to rule upon were as follows:

- a. The amount of family support;
- b. The week of visitation for the summer;
- c. Who shall be responsible for the transportation between Anderson, SC and Dayton, Ohio;
- d. Telephone calls;
- e. Restraining Order from changing the beneficiary of Husband's life insurance policies; and
- f. Attorney Fees to either party.

After reviewing supporting affidavits and Financial Declarations and hearing extensive argument from the attorneys, the Court makes the following findings of fact and Decision on a temporary basis.

FINDINGS OF FACT

1. This Court has continuing jurisdiction over the parties and the subject matter of this action.
2. Defendant, Roy Russell Phillips, receives \$4,664.00 per month in short term disability benefits. After the payment of taxes and deductions, he has net income of \$3,446.00 available discretionary income to cover family expenses. Plaintiff earns \$3,807.00 per month income as a music teacher with Anderson School District Five. After taxes and deductions, she has \$2,520.00 available discretionary income to cover family expenses. There is not sufficient money to cover all expenses as set forth on both financial declarations.
3. Defendant, Roy Russell Phillips, has obtained beneficial results in pursuit of this temporary motion.

IT IS HEREBY ORDERED AS FOLLOWS:

1. Defendant, Roy Russell Phillips, shall pay Plaintiff \$1,050.00 every two weeks effective the next pay period following the date of this hearing. Payment shall continue to be paid directly to the Plaintiff as previously ordered by the Court.
2. The Defendant, Roy Russell Phillips, shall be granted the following visitation:
 - a. One weekend each month to occur in Atlanta, GA at the Bango home. Upon receipt of his weekend treatment schedule, Defendant, Roy Russell Phillips, shall notify Plaintiff, Sydney S. Phillips, immediately to coordinate a weekend that is the most reasonable considering everyone's schedule.
 - b. Spring break visitation with the children shall be in Ohio (April 1-7, 2012);
 - c. Father's Day weekend in Atlanta, GA (June 15-18, 2012);
 - d. One week in the summer in Ohio from July 6 through July 12;
 - e. Thanksgiving weekend in Atlanta (November 21-25, 2012);

f. Plaintiff shall meet Mr. Phillips and his driver half-way between Anderson, SC and Atlanta, GA for the Atlanta visitations and the parties shall meet half-way between Anderson, SC and Dayton, OH for the Ohio visitations. For the summer visitation, the parties may either meet half-way or Mr. Phillips may drive to Anderson to pick up the kids and Mrs. Phillips may pick up the children in Dayton at the end of the period which can be done to accommodate the Plaintiff's travel schedule that she had committed to prior to the hearing.

g. Defendant, Roy Russell Phillips, may call the children each night at 9:00 p.m.

3. The parties shall comply with the Parental Guidelines and Restraining Orders attached hereto as Exhibit "A".

4. The Plaintiff and Defendant, Roy Russell Phillips, shall equally split the proceeds from the 2010 Tax Refund.

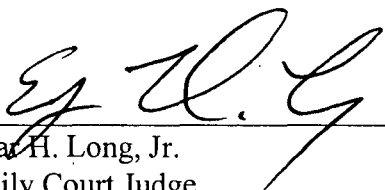
5. The request for a restraining order prohibiting the Defendant from changing the beneficiary of his life insurance policies is denied.

6. Plaintiff shall pay \$1,000.00 of Defendant, Roy Russell Phillips', attorney's fees within sixty (60) days of this hearing with payment being made directly to Defendants' attorney.

7. All other provisions of the Temporary Order filed November 30, 2011 not otherwise modified by this Temporary Order shall remain in full force and effect.

8. This order shall be without prejudice to the positions of the parties regarding all issues before the court at such time.

IT IS SO ORDERED.



Edgar H. Long, Jr.
Family Court Judge

Anderson, South Carolina

Dated: 2/3/12

FILED FOR RECORD
FAMILY COURT
2012 FEB - 7 A 11:41
TENTH CIRCUIT
ANDERSON, SC

34
#4

EXHIBIT "A"

FILED FOR RECORD
FAMILY COURT

PARENTAL GUIDELINES AND RESTRAINING ORDERS

2012 FEB -7 A 11:41

TENTH CIRCUIT
ANDERSON, SC

1. OTHER PARENTAL GUIDELINES, RIGHTS & INSTRUCTIONS:

- A. **Telephone/E-mail Contact:** Both parents shall have reasonable and at all times private telephone and e-mail contact with the child/children and the child/children shall be allowed to have reasonable private telephone/e-mail contact with either parent. (E-mail is limited to age appropriate use and ability to use a computer and the having of a computer but does not require the purchase of a computer.)
- B. **Important Events:** Both parties shall (as soon as is reasonably possible after learning of the event) timely notify the other party of any reasonably important event occurring while the child is in their care, such as, but not limited to baptisms, sporting events, dance recitals, school plays, etc. Both parents may attend. When there is any doubt as to what's important, the other parent shall be notified.
- C. **Access to Records:** Both parents shall have full and complete access to all medical providers, school records, school personnel, coaches, counselors and other professionals involved the child' s/children' s lives and shall be allowed to discuss their child' s/children' s circumstances and needs with these people. Each party shall inform the other party of the identity of such people and if not otherwise reasonably available, and how to contact such people. If required or requested by the provider school personnel etc. the parent needing to do so shall sign any required form.)
- D. **Medical Emergencies:** In a medical emergency, the visiting parent may make appropriate decisions and is hereby granted authority to and shall sign appropriate documents to protect the health and welfare of the visiting child. This is not to undermine the custodian' s legal authority to make appropriate decisions. The visiting parent shall make reasonable efforts to contact the custodian but shall have the authority to act and shall not delay in protecting the child from imminent danger. Each person shall provide and sign such information and forms as required and not otherwise reasonably available to the other parent to allow the fulfillment of this Order. This includes but is not limited to such items as: insurance cards, school schedules, flight schedules, medical appointments, work schedules, prescription medications, releases of information, etc.
- E. **FAILURE TO PAY CHILD SUPPORT/DENIAL OF VISITATION:** The failure to pay child support does not alter one' s right to this visitation and the denial of this visitation does not alter one' s duty to pay child support. (Remedies such as contempt may apply.)

Handwritten initials/signature

- F. **PICK UP AND RETURN OF CHILDREN:** Unless otherwise specified, the visiting parent shall pick up and return the child/children to and from the custodian's residence for all periods of visitation. The custodian may not thwart/deny visitation by moving away and if the custodian moves greater than fifteen (15) miles from the location where the children lived and were being picked up, the custodian shall have the children at the old location until a court order or written agreement is obtained altering this location. (This is not a ruling as to the right or prohibition of one's right to move or relocate.)
- G. **ALTERING VISITATION.** The parents may by agreement alter visitation. However, absent a written agreement to deviate a rebuttable presumption exists that the deviation was not with the agreement of the other party.

2. **RESTRAINING ORDERS:**

- A. All parties are restrained against having any form of physical or verbal confrontation or allowing another to do so in front of the child/children.
- B. All parties are restrained against excessively consuming or being under the influence of alcohol (defined the same as might apply to driving under the influence), the consumption of any illegal drug or the abuse of any prescription drug or allowing another to do so while the child/children are under his/her care.
- C. All parties are restrained against the use of profanity or making any derogatory comments about or toward the other party or allowing anyone else to do so in front of the child/children or in any manner whereby the child/children might learn of the same.
- D. During pending litigation about the children the parties shall not discuss any details about the litigation beyond acknowledging the existence of the same. Further if the litigation is between the parties and involve adult matters not directly relating to the children the parties shall not discuss the litigation with the children. In no case shall the parties unnecessarily involve the children in the litigation. Once an Order is issued the details of it shall not be discussed with the children except to acknowledge it exists and must be complied with. The only exception to this restraining order is when the child/children is/are in counseling or under psychological/psychiatric care and the child/children's provider believes it is in the child's therapeutic best interest to discuss the same but this may be done only in that limited context absent a written order to the contrary.
- E. All parties are restrained from having the child/children on an overnight basis in the presence of an adult party of the opposite sex (* or the same sex if the party or guest is bi-sexual or homosexual) to whom the parties are not related by blood or marriage, or

any lover/paramour. Neither party shall expose the child/children to conditions which imply a relationship such as a boyfriend or girlfriend, paramour/lover or some type of improper relationship while the party is still married to another person. While the parties are still engaged in marital litigation, the restriction shall be against the mere presence of any alleged paramour or one who under the circumstances may reasonably be construed as a paramour and not merely against overnight visitation.

- F. All parties are required to keep the child/children in a moral and safe environment at all times.
- G. All parties are required to see that the child/children in their care properly attend school and are not out of school in violation of any educational requirement of this State.
- H. All parties are required to see that the child/children in their care receive proper medical attention and appropriately take prescribed medications or reasonably necessary medical treatments and to that end shall ensure that the child/children in their care attend any scheduled medical appointments and shall exchange medications which are to be taken, all as might be reasonable and appropriate and in compliance with their religious beliefs, a specific court order or the law.
- I. All parties are restrained against conduct detrimental to the child/children of any particular nature relating to the particular needs of a given child/children such as not smoking around a child who is asthmatic.
- J. One party shall not schedule nor allow others to schedule elective matters to do with the child/children on or during the other party's time.
- K. At all times the child/children shall be properly supervised and not left with babysitters who are not appropriate in any manner by way of age, conduct, past history or otherwise of which a parent or custodian or visiting party has knowledge, should have knowledge or may with reasonable efforts have gained knowledge.
- L. All parties are restrained against allowing the child/children to see or be exposed to age-inappropriate movies, computer access or websites, games or other such material or forms of entertainment and shall take all reasonable precautions against the same. In no case shall the children be exposed to any X-rated or pornographic material or R-rated movies. The parents may use discretion as to children sixteen (16) and over as to R-rated movies but if either parent objects, the child shall not be exposed to the R-rated movie.

3
#7

STATE OF SOUTH CAROLINA)

IN THE FAMILY COURT
TENTH JUDICIAL CIRCUIT

COUNTY OF ANDERSON)

FILED-FOR RECORD
FAMILY COURT)

Sydney S. Phillips)

2012 FEB -7 A) 11: 41

SUPPORT INFORMATION SHEET

Plaintiff,)

vs.

TENTH CIRCUIT
ANDERSON)SC.

Roy Russell Phillips and Laura Bango)

Defendant.) Docket No. 2011-DR-04-2043

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	Medical Support	Spousal Support
Amount	\$	\$	\$1050.00
Collection Costs (5%)	\$	\$	\$
Payment Frequency			
Payment Start Date			
Weekly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bi-weekly	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Monthly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Semi-monthly (1st & 16th)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Semi-monthly (15th & 30th)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Arrearage Amount	\$	\$	\$
Wage Withholding			
Required by S.C. Code Ann. §63-17-1420	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ordered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Ordered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Custodial Parent (if applicable): _____

*******OBLIGOR'S DESIGNATION STATEMENT: PAYMENT OF COURT COSTS*******

I acknowledge that if ordered to pay support through the court, now or in the future, S.C. Code Ann. § 63-3-370, as amended, requires that I pay court collection costs in an amount equal to five (5) percent of any support payment.

If support is paid through the Court or through a centralized wage withholding system, I designate that an amount equal to five (5) percent of my support payments be applied and distributed in payment of court collection costs, not support. I authorize the deduction of 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 collection costs, this designation authorizes deduction of court collection costs in the amount established by law.

Date: _____, 20_____

Signature of Person paying Support

IDENTIFYING INFORMATION ON THIS PAGE

FILED-FOR RECORD
FAMILY COURT

A. OBLIGEE/PAID TO:

Name: Sydney S. Phillips
 Address: 243 Ansonborough
 City: Belton State: SC Zip: 29627
 Email Address: _____ Phone: (864) 933-1908
 SSN: _____ Gender: F Race: _____ Height: _____ Weight: _____
 Date of Birth: 12/9/1964 Scars: _____
 Driver's License Number: _____ Driver's License Issuing State: _____
 Employer: _____
 Employer Address: _____

2012 FEB -7 A 11: 41

TENTH CIRCUIT
ANDERSON, SC

B. OBLIGOR/PAID BY:

Name: Roy Russell Phillips
 Address: 2015 Dayton Avenue
 City: Dayton State: OH Zip: 45414
 Email Address: _____ Phone: (937) 241-7999
 SSN: _____ Gender: M Race: _____ Height: _____ Weight: _____
 Date of Birth: 12/16/1969 Scars: _____
 Driver's License Number: _____ Driver's License Issuing State: _____
 Employer: _____
 Employer Address: _____

C. CHILDREN

CHILDREN'S NAMES	DATE OF BIRTH	SSN
1.Owen A. Phillips	9/3/1996	
2. Silas E. Phillips	6/22/1998	
3. Elliott S. Phillips	11/15/2000	
4. Cecilie M. Phillips	11/11/2002	
5.		
6.		

TERRY ROUSE
PREPARED BY

Protegeal
TITLE

2-2-12
DATE

STATE OF SOUTH CAROLINA

IN THE FAMILY COURT

COUNTY OF ANDERSON

TENTH JUDICIAL CIRCUIT

Sydney Phillips,

Plaintiff

**ORDER OF DISMISSAL OF EXPEDITED
MOTION TO RECONSIDER, ALTER OR
AMEND**

vs.

Roy Russell Phillips and Laura Bango,

Defendant

DOCKET NUMBER: 2011-DR-04-2043

Judge: Edgar H. Long

Date of Hearing: N/A

Plaintiff's Attorney: Druanne White

Defendant's Attorney: David Yokel

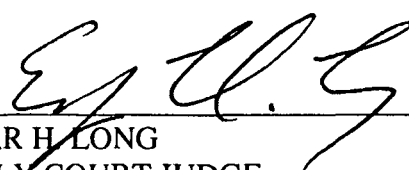
Court Reporter: N/A

This matter comes before the Court pursuant to an Expedited Motion to Reconsider, Alter or Amend filed by the Plaintiff's Attorney on or about February 13, 2012. After reviewing the motion, the Court finds that this Motion, and any modifications to the Order issued by the Court on or about February 3, 2012, shall be, and hereby is, denied.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

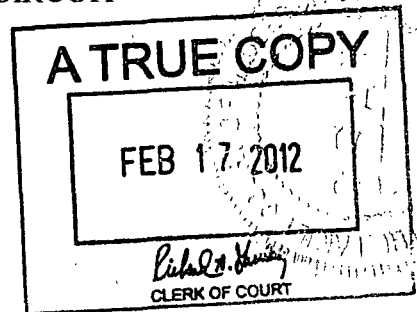
1. The Expedited Motion to Reconsider, Alter or Amend filed on or about February 13, 2012, as well as any requested modifications to the Order issued by the Court on or about February 3, 2012, is hereby denied.

IT IS SO ORDERED.



EDGAR H. LONG
FAMILY COURT JUDGE
TENTH JUDICIAL CIRCUIT

Anderson, South Carolina
Dated: February 15, 2012



STATE OF SOUTH CAROLINA

COUNTY OF Anderson

Sydney Phillips

Plaintiff,

Roy Phillips & Liana Banzo

Defendant.

IN THE FAMILY COURT
10 JUDICIAL CIRCUIT

JUDGMENT IN A
FAMILY COURT CASE

Docket No. 2011 DR 04 2043

Submitted by:

Druanne White

Attorney for Plaintiff Defendant
or
 Self-Represented Litigant GAL

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), SCRCPP Rule 41(a), SCRCPP
 Rule 43(k), SCRCPP 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: _____

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)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order.		

FILED-FOR RECORD
FAMILY COURT
NOV 30 PM 12:13
TENTH CIRCUIT
ANDERSON SC

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.

Family Court Judge

SCRCPP Form 4F (10/2011)

Judge Code

Date

11/17/11

FOR CLERK OF COURT OFFICE USE ONLY

This judgment was entered on the 30th day of November, 2011 and a copy mailed first class or placed in the appropriate attorney's box on this 30th day of November, 2011 to attorneys of record or to parties (when appearing pro se) as follows:

Dianne White

Pro Se

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEYS FOR THE DEFENDANT(S)

Court Reporter: Donna Brady

Richard S. Hickey
CLERK OF COURT

Custodial Parent (if applicable): _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)
)
SYDNEY S. PHILLIPS,)
)
PLAINTIFF,)
)
VS.)
)
ROY RUSSELL PHILLIPS AND)
LAURA BANGO,)
)
DEFENDANT.)
_____)

IN THE FAMILY COURT
TENTH JUDICIAL CIRCUIT

TEMPORARY ORDER
2011-DR-04-2043

PLAINTIFF'S ATTORNEY:
DRUANNE WHITE
DEFENDANT PHILLIPS' ATTORNEY:
PRO SE, NOT PRESENT
DEFENDANT BANGO'S ATTORNEY
PRO SE
GUARDIAN AD LITEM:
NONE

HEARING DATE:
OCTOBER 24, 2011
PRESIDING JUDGE:
JACK A. LANDIS
COURT REPORTER;
DONNA BRADY

This matter was before the Court pursuant to Plaintiff's Amended Summons, Amended Complaint and Motion for Expedited Temporary Relief filed with this Court. Defendants were properly served with the pleadings. Plaintiff was present for the hearing with counsel as identified herein. Defendant Bango was present without counsel. She requested a continuance, which was denied. Defendant Phillips was not present.

The Court considered the affidavits, statements of counsel and Financial Declaration in making the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. Plaintiff and Defendant Phillips are citizens and residents of the County of Anderson, State of South Carolina, and have been for more than one year prior to the commencement of this action. Defendant Bango is a citizen and resident of Cobb



County, Georgia. She is Defendant Phillips' sister and has Defendant Phillips' Durable Power of Attorney. This Court has jurisdiction and venue over all persons, parties, and matters contained herein.

2. Plaintiff and Defendant Phillips are husband and wife, having been married on or about August 12, 1994.

3. From this union, four children have been born; namely, Owen Anderson Phillips, born 9/3/96; Silas Edwin Phillips, born 6/22/98; Elliott Simpson Phillips, born 11/15/00; and Cecilie Michelle Phillips, born 11/11/02. No other children of this union are expected.

4. I find that Plaintiff will have sole custody of the minor children, with Defendant Phillips having reasonable visitation privileges.

5. I find that Defendant Phillips will pay unallocated family support to Plaintiff in the amount of \$1,600.00 every other week, beginning Friday, October 28, 2011, and continuing every other Friday thereafter.

6. I find that Plaintiff will have temporary sole possession of the marital residence.

7. I find that Defendant Phillips will maintain health insurance coverage on the minor children, with the parties dividing any uncovered medical, dental, orthodontic, pharmaceutical and hospital expenses incurred on behalf of the minor children pursuant to the South Carolina Child Support Guidelines, with Plaintiff paying 43% and Defendant Phillips paying 57% of the uncovered expenses.


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8. I find the parties will be prohibited, enjoined and restrained from incurring or contracting any debt, charge or liability whatsoever for which the other party, his/her legal representatives, estate, or property may become liable.

9. I find the parties will be prohibited, enjoined and restrained from damaging, selling, encumbering, giving away, or destroying any assets pending resolution of this case. Defendant Bango agreed to this Restraining Order, except that Defendant Bango will comply with all other financial provisions of this Order.

10. I find the Plaintiff and Defendants will be prohibited, enjoined and restrained from discussing this case with the minor children, or allowing others to do so, and from making any disparaging comments about the other party in the presence of the minor children.

11. I find that Defendant Phillips will pay \$2,500.00 of Plaintiff's attorney's fees. Defendant Bango may disburse this amount from the liquid assets in Defendant Phillips' possession. Said amount will be paid either in person or via regular mail to the Druanne White Law Firm, 412 Marshall Avenue, Anderson, South Carolina, 29621, within thirty (30) days of the date this Order is signed.

12. I find that the parties will engage in a fair exchange of information, in accordance with the South Carolina Rules of Civil Procedure and the South Carolina Rules of Family Court.

13. I find that Defendant Phillips will provide Plaintiff with a detailed list (including account numbers) of all financial accounts in Canada, and the United States, and any other location, as well as any stocks, life insurance and fixed assets in Defendant Phillips' name that existed on the date of filing. ~~Defendant Phillips will also provide to~~ 


3/4

~~Plaintiff a current list of all passwords or codes to access said accounts/assets to ensure that these assets may be properly monitored.~~ Plaintiff will provide Defendant Phillips with a detailed list (including account numbers) of all financial accounts to which she has access, either solely or individually, that existed on the date of filing. ~~Plaintiff will also provide to Defendant Phillips a current list of all passwords or codes to access said accounts/assets.~~ Plaintiff and Defendant Phillips will exchange this information, in writing, within ten (10) days of the date this Order is signed.

14. I find that Plaintiff's request for Power of Attorney over Defendant Phillips' assets is denied.

CONCLUSIONS OF LAW

1. In accordance with South Carolina Code Ann., §20-3-60 (Supp. 2007), as amended, this Court has venue over the parties in the subject matter of this action.

NOW THEREFORE, IT IS ORDERED THAT:

1. Paragraphs 4-14 are made an enforceable part of this Court's Temporary Order.



JACK A. LANDIS
PRESIDING FAMILY COURT JUDGE

Anderson, South Carolina
11/17, 2011

FILED-FOR RECORD
FAMILY COURT
2011 NOV 30 P 12:13
TENTH CIRCUIT
ANDERSON, SC

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

SYDNEY S. PHILLIPS

vs.

ROY RUSSELL PHILLIPS,

IN THE FAMILY COURT
TENTH JUDICIAL CIRCUIT

FILED FOR RECORD
FAMILY COURT

Plaintiff,)

FAMILY COURT COVERSHEET

2011 SEP 16) A 9:28

TENTH CIRCUIT
ANDERSON, S.C.
Defendants,)

Docket No. 2011-DR-04-

2043

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for docketing purposes for the Clerk of Court and must be signed and dated, and filled out completely. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

Submitted by: Druanne White, Esq.
Address: 412 Marshall Ave.
Anderson, SC 29621
Email: _____

SC Bar # 5991
Telephone # 864-231-8090
Fax # 864-231-8006
Other: _____

DOCKETING INFORMATION (Check one box below if filing in a Mandatory Mediation County)

- This case is subject to MEDIATION pursuant to the Family Court Alternative Dispute Resolution Rules.
- This case is exempt from ADR (certificate attached).

Nature of Action Codes
(Check One)

Marital Dissolution

- Divorce (110)
- Annulment (120)
- Separate Support and Maintenance (130)
- Registration of Foreign Divorce Decree - without support/custody (190)
- Registration of Foreign Divorce Decree - with support/custody (191)
- Marital Dissolution - Other (199) _____

Abuse and Neglect

- Abuse and Neglect - Child (210)
- Abuse and Neglect - Adult (220)
- Abuse and Neglect - Other (299) _____

Juvenile Delinquency

- Truancy (311)
- Incurable (312)
- Runaway (313)
- Criminal Offense (320)
- Juvenile Delinquency - Other (399) _____

Protection from Domestic Abuse

- Domestic Abuse - Intimate Partner (410)
- Domestic Abuse - Minor (420)
- Registration of Foreign Order of Protection (490)
- Domestic Abuse - Other (499) _____

Support

- Child Support - Private (501)
- Child Support - Administrative Process (502)
- Child Support - Judicial Process (503)
- Registration of Foreign Order of Support (504)
- UIFSA - Outgoing (505)
- UIFSA - Incoming (506)
- Modification of Child Support - Private (507)
- Modification of Child Support - DSS (508)
- Modification of Alimony (525)
- College Expenses (530)
- Support - Other (599) _____

Custody/Visitation

- Child Custody/Visitation (610)
- Modification of Custody/Visitation (615)
- Registration of Foreign Child Custody Order (690)
- Custody/Visitation - Other (699) _____

Miscellaneous Actions

- Name Change (710)
- Correction/Birth Record (720)
- Judicial Bypass (730)
- Adoption (740)
- Foreign Adoption (741)
- Post Dissolution Equitable Distribution (750)
- Paternity - Private (761)
- Paternity - DSS (762)
- Termination of Parental Rights - Private (771)
- Termination of Parental Rights - DSS (772)
- Miscellaneous Actions - Others (799) _____

Submitting Party Signature: _____

Druanne White

Date: _____

9/15/11

Custodial Parent (if applicable): _____

Note: Frivolous civil proceedings are subject to sanctions pursuant to Rule 11, SCRPC and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10 et seq.

SCCA 467 (6/2011)

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Oconee (Family Court Only), Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York Counties.

SUPREME COURT RULES REQUIRE MEDIATION OF ALL CONTESTED DOMESTIC RELATIONS ACTIONS. IF THE DOCKETING INFORMATION ON PAGE 1 OF THIS COVERSHEET INDICATES THAT THIS CASE IS SUBJECT TO **MEDIATION** YOU ARE NOTIFIED THAT MEDIATED SETTLEMENT CONFERENCES ARE REQUIRED IN THIS CASE, AND THAT THE COURT-ANNEXED ADR RULES SHALL APPLY TO ALL CASES IN WHICH MEDIATION IS REQUIRED. FOR ADDITIONAL INFORMATION CONCERNING THE PROCESS AND TIME FRAMES, PLEASE CONSULT THE ADR RULES. KEY SECTIONS OF THE RULES ARE IDENTIFIED BELOW.

CONTESTED ACTIONS INVOLVING CUSTODY AND VISITATION

Rule 3	Actions Subject to ADR
Rule 4(d)(1)(3)(4) &(5)	Appointment of Mediator by Family Court
Rule 5(g)	Scheduling in Family Court
Rule 6(g)	Agreement in Family Court
Rule 7(f)	Reporting Results of Conference
Rule 9	Compensation of Neutral

ALL OTHER CONTESTED ACTIONS

Rule 3	Actions Subject to ADR
Rule 4(d)(2)(3)(4) &(5)	Appointment of Mediator by Family Court
Rule 5(g)	Scheduling in Family Court
Rule 6(g)	Agreement in Family Court
Rule 7(f)	Reporting Results of Conference
Rule 9	Compensation of Neutral

Indigent Cases: Where a mediator has been appointed, a party may move before the Chief Judge for Administrative Purposes to be exempted from payment of neutral fees and expenses based upon indigency. Applications for indigency shall be filed no later than ten (10) days after the ADR conference has been concluded. Determination of indigency shall be in the sole discretion of the Chief Judge for Administrative Purposes.

Please Note: Attendance at mediated settlement conferences is mandatory. You must comply with the Supreme Court rules regarding court-ordered mediation. Failure to do so may affect your case and may result in sanctions.

Note: Frivolous civil proceedings are subject to sanctions pursuant to Rule 11, SCRPC and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10 et seq.

STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

SYDNEY S. PHILLIPS,
 Plaintiff)

v.)

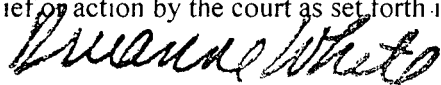
Roy Russell Phillips,
 Defendant.)

IN THE FAMILY COURT

FILED FOR RECORD
FAMILY COURT CASE NO.
2011-DR-04- 2042

2011 SEP 16 A 9:33
MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

TENTH CIRCUIT
ANDERSON, S.C.

Plaintiff's Attorney: Druanne White, Bar No. 5991 Address: 412 Marshall Avenue, Anderson, SC 29621 phone: 231-8090 fax: 231-8006 e-mail: other:	Defendant's Attorney: , Bar No. Address: phone: fax: e-mail: other:
<input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input checked="" type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information Nature of Motion: MTR Estimated Time Needed: 15 mins Court Reporter Needed: <input checked="" type="checkbox"/> YES / <input type="checkbox"/> NO	
SECTION II: Motion/Order Type <input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant </div> <div style="text-align: right;"> September 15, 2011 Date submitted </div> </div>	
SECTION III: Motion Fee <input checked="" type="checkbox"/> PAID - AMOUNT: 25.00 <input type="checkbox"/> EXEMPT: <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support (check reason) <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: <input type="checkbox"/> Other:	
JUDGE'S SECTION <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:	_____ JUDGE CODE: _____ Date: _____
CLERK'S VERIFICATION	
Collected by: <u>T. Cantrell</u> <input checked="" type="checkbox"/> MOTION FEE COLLECTED: <u>25.00</u> <input type="checkbox"/> CONTESTED - AMOUNT DUE: _____	Date Filed: <u>9/16/2011</u>

FILED FOR RECORD
FAMILY COURT

2011 IN THE FAMILY COURT
2011-DR-04-2304
TENTH CIRCUIT
ANDERSON, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)
SYDNEY S. PHILLIPS,)
Plaintiff,)
Vs.)
ROY RUSSELL PHILLIPS,)
Defendant.)

MOTION FOR A
TEMPORARY HEARING

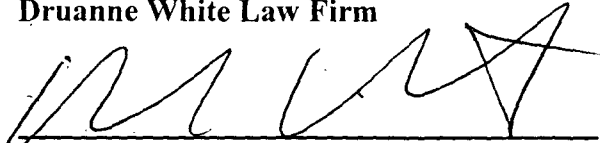
\$25.00 MOTION
FEE PAID

Based on the pleadings herein, the undersigned Attorney for the Plaintiff hereby moves before this Honorable Court for a hearing, granting the Plaintiff **TEMPORARY RELIEF** on the following issues:

1. Custody;
2. Child Support;
3. Alimony;
4. Division of Marital Property and Marital Debt;
5. Temporary Possession of the marital home;
6. Restraining Orders;
7. Attorney's Fees and Costs;
8. Discovery;
9. Other issues of temporary relief as set forth in the Complaint.

9-19-11
Com. _____
Plaintiff Dana
Defendant _____
GAL _____
Clerk Tyler

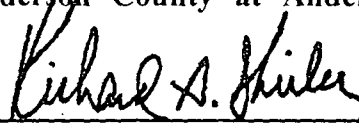
Druanne White Law Firm



Druanne White
ATTORNEY FOR THE PLAINTIFF

Anderson, South Carolina
Sept 7, 2011

A Temporary Hearing in this matter is hereby set before the Honorable Edgar H. Long on the 10th day of October, 2011, at the hour of 11:45 o'clock AM at the Family Court for Anderson County at Anderson, South Carolina.



ANDERSON COUNTY CLERK OF COURT

_____, 2011

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

SYDNEY S. PHILLIPS,)

Plaintiff,)

Vs.)

ROY RUSSELL PHILLIPS,)

Defendant.)

IN THE FAMILY COURT

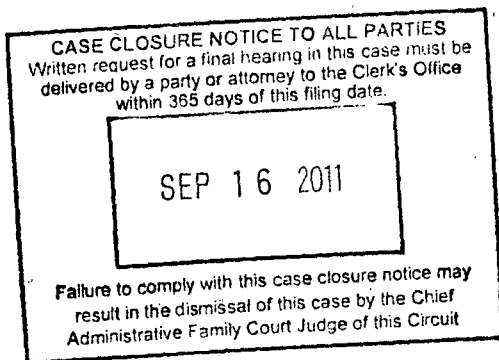
2011-DR-04- 2043

SUMMONS

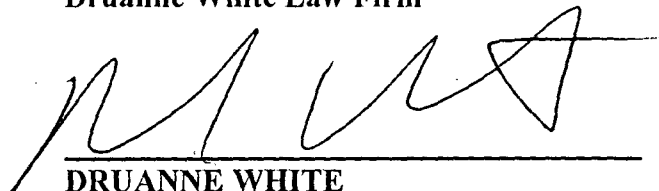
FILED FOR RECORD
FAMILY COURT
2011 SEP 16 A 9:41
TENTH CIRCUIT
ANDERSON, S.C.

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to this Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.



Druanne White Law Firm



DRUANNE WHITE
Attorney At Law
412 Marshall Avenue
Anderson, SC 29621
(864)-231-8090

Anderson, South Carolina

Sept 7, 2011

FILED FOR RECORD
FAMILY COURT

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

2011 SEP 16 IN THE FAMILY COURT
2011-DR-04- 2013

SYDNEY S. PHILLIPS,

TENTH CIRCUIT
ANDERSON, S.C.

Plaintiff,

Vs.

COMPLAINT

ROY RUSSELL PHILLIPS,

Defendant.

Plaintiff, complaining against the Defendant, would allege as follows:

JURISDICTION AND VENUE

1. The Plaintiff and Defendant are citizens and residents of Anderson County, South Carolina, and have been for more than one year prior to the commencement of this action. This Court has jurisdiction over all persons, parties, and matters contained herein.
2. The parties are husband and wife, having married on or about August 12, 1994.
3. From this union four children have been born; namely, Owen Anderson Phillips, born 9/3/96; Silas Edwin Phillips, born 6/22/98; Elliot Simpson Phillips, born 11/15/00; and Cecilie Michelle Phillips, born 11/11/02. No other children of this union are expected.

FOR A FIRST CAUSE FOR ACTION - DIVORCE/SEPARATE
SUPPORT AND MAINTENANCE

4. That Plaintiff has always endeavored to be a good, faithful, loving spouse, giving the Defendant no reason to complain; nevertheless, Defendant has committed adultery. Plaintiff in no way condones this conduct and is desirous of a divorce, a vinculo matrimonii, based upon the statutory ground of adultery.
5. The parties have been living separate and apart since July 30, 2010. Plaintiff is entitled to a divorce, a vinculo matrimonii, based upon the statutory ground of one year's continuous separation.

FOR A SECOND CAUSE OF ACTION - CHILD CUSTODY

6. The Plaintiff has served as the primary caregiver for the minor children and

should be granted sole custody, care and control of the minor children, with Defendant receiving reasonable visitation privileges.

FOR A THIRD CAUSE OF ACTION - CHILD SUPPORT

7. The Defendant is able-bodied, and capable of maintaining gainful employment. It is reasonable, appropriate, and in the best interest of the minor children, for him to pay child support to the Plaintiff, in accordance with the Child Support Guidelines, and through the Clerk of Court of Anderson County.
8. The Defendant should be required to maintain health insurance coverage for the minor children, with the parties dividing any uncovered medical, dental, orthodontic, pharmaceutical, hospital, and all other health care expenses incurred on behalf of the minor children, pursuant to the South Carolina Child Support Guidelines.

FOR A FOURTH CAUSE OF ACTION - EQUITABLE DIVISION OF MARITAL PROPERTY AND DEBTS

9. The parties have acquired certain property during the marriage, both real and personal, and the Plaintiff is entitled to an equitable division of this property by the Court.
10. The parties have incurred certain debts during the marriage, and the Plaintiff is entitled to an equitable division of these debts by the Court.
11. The Plaintiff is entitled to receive temporary use and possession of the marital home and the Defendant should be responsible for all costs and expenses associated with the home.

FOR A FIFTH CAUSE OF ACTION - RESTRAINING ORDERS

12. The Plaintiff is in need of this Court's Order prohibiting, restraining, and enjoining the Defendant from incurring or contracting any debt, charge, or liability whatsoever for which the Plaintiff, her legal representatives, estate, or property may become liable.
13. The Plaintiff is in need of this Court's Order prohibiting, restraining, and enjoining the Defendant from damaging, selling, encumbering, giving away, or destroying any assets pending resolution of this case.
14. That it is reasonable, appropriate, and in the best interests of the minor children, for the Defendant to be prohibited, enjoined, and restrained from discussing this case with the minor children or allowing others to do so, and from making any disparaging comments about the Plaintiff in the presence of the minor children.

FOR A SIXTH CAUSE OF ACTION - ATTORNEY FEES

15. The Plaintiff has been forced to initiate this action through no fault of her own. It is just, necessary, and appropriate for the Defendant to pay for her reasonable attorney fees and litigation costs.

FOR A SEVENTH CAUSE OF ACTION – ALIMONY

16. That Defendant should be required to pay Plaintiff a reasonable amount of permanent, periodic alimony, through the Anderson County Clerk's Office.

FOR AN EIGHTH CAUSE OF ACTION – NAME CHANGE

17. That is it reasonable and appropriate for the Court to grant Plaintiff the right to return to the use of her maiden name; Sydney Michelle Simpson.

FOR A NINTH CAUSE OF ACTION – MUTUAL DISCOVERY

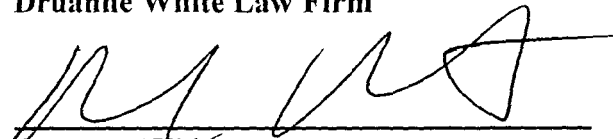
18. In order to facilitate the speedy and just resolution of this matter, it is necessary and appropriate for this Court to direct the parties to engage in a fair exchange of information, in accordance with the South Carolina Rules of Civil Procedure and the South Carolina Rules of Family Court.

WHEREFORE, PLAINTIFF PRAYS AS FOLLOWS:

1. For a divorce, a vinculo matrimonii, based upon the statutory ground of Defendant's adultery;
2. For a divorce, a vinculo matrimonii, based upon the statutory ground of one year's continuous separation;
3. That Plaintiff be granted the sole care, custody and control of the parties' minor children, and for Defendant to have reasonable visitation privileges;
4. That Defendant be required to pay Plaintiff a reasonable amount of child support, pursuant to South Carolina guidelines, through the Anderson County Clerk's office, plus the five (5%) percent handling fee;
5. That Defendant be required to maintain health insurance coverage for the minor children, with the parties dividing any uncovered medical, dental, orthodontic, pharmaceutical, hospital, and all other health care expenses incurred on behalf of the minor children, pursuant to the South Carolina Child Support Guidelines;
6. For an equitable division of marital property;
7. For an equitable division of marital debts;

8. That Plaintiff receive temporary use and possession of the marital home and the Defendant be responsible for all costs and expenses associated with the home;
9. That Defendant be enjoined and restrained from incurring or contracting any debt, charge, or liability whatsoever for which the Plaintiff, her legal representatives, estate, or property may become liable;
10. That Defendant be enjoined and restrained from damaging, selling, encumbering, giving away, or destroying any assets pending resolution of this case;
11. That Defendant be prohibited, enjoined, and restrained from discussing this case with the minor children or allowing others to do so, and from making any disparaging comments about the Plaintiff in the presence of the minor children;
12. That Defendant be required to pay permanent, periodic alimony to Plaintiff, through the Clerk of Court of Anderson County;
13. That Defendant be required to reimburse the Plaintiff for her reasonable attorney fees and litigation costs;
14. For an Order allowing Plaintiff to return to the use of her maiden name; Sydney Michelle Simpson;
15. For this Court's Order directing the parties to engage in a fair exchange of information, in accordance with the South Carolina Rules of Civil Procedure and the South Carolina Rules of Family Court;
16. For such other and further relief as this Court deems just and appropriate.

Druanne White Law Firm



Druanne White

ATTORNEY FOR THE PLAINTIFF

412 Marshall Avenue

Anderson, SC 29621

Telephone: (864) 231-8090

Facsimile: (864) 231-8006

Anderson, South Carolina

Sept 7, 2011

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)
)
SYDNEY S. PHILLIPS,)
)
Plaintiff,)
)
vs.)
)
ROY RUSSELL PHILLIPS,)
)
Defendant.)

IN THE FAMILY COURT
TENTH JUDICIAL CIRCUIT

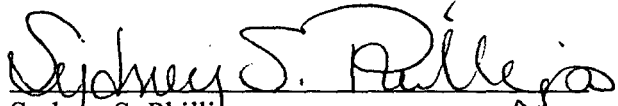
VERIFICATION

2011-DR-04-


2043

PERSONALLY appeared before me the undersigned, who being first duly sworn, states that:

1. The Deponent has read the allegations contained in the attached pleadings.
2. The attached pleadings were prepared by Druanne White, Attorney At Law, the Deponent's attorney, based upon information the Deponent personally provided to her.
3. The allegations contained in the attached pleadings are true and correct and based on the Deponent's personal knowledge, except for those allegations which are based on the Deponent's information and belief, and as to those, the Deponent believes them to be true.
4. The Deponent has authorized Druanne White, Attorney At Law, to file the attached pleadings, to present the same to Court, to secure any necessary Orders based thereon, and to secure service of the attached pleadings and necessary process based thereon upon the adverse party.


Sydney S. Phillips
Deponent

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 7 DAY OF Sept, 2011


NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 10/18/13

FILED FOR RECORD
FAMILY COURT
2011 SEP 16 A 9:47
TENTH CIRCUIT
ANDERSON, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

IN THE FAMILY COURT
2011-DR-04-2043

SYDNEY S. PHILLIPS,)

Plaintiff,)

Vs.)

AMENDED SUMMONS

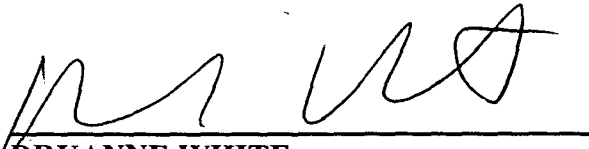
ROY RUSSELL PHILLIPS and)
LAURA BANGO,)

Defendants.)

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to this Amended Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Amended Complaint, judgment by default will be rendered against you for the relief demanded in the Amended Complaint.

Druanne White Law Firm



DRUANNE WHITE
Attorney At Law
412 Marshall Avenue
Anderson, SC 29621
(864)-231-8090

Anderson, South Carolina
October 12, 2011

FILED-FOR RECORD
FAMILY COURT
2011 OCT 12 P 2:11
TENTH CIRCUIT
ANDERSON, SC

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

SYDNEY S. PHILLIPS,)
)
Plaintiff,)

Vs.)

ROY RUSSELL PHILLIPS and)
LAURA BANGO,)
)
Defendants.)

IN THE FAMILY COURT
2011-DR-04-2043

FILED FOR RECORD
FAMILY COURT
2011 OCT 12 P 2:11

TENTH CIRCUIT
ANDERSON, SC

AMENDED COMPLAINT

Plaintiff, complaining against the Defendant, would allege as follows:

JURISDICTION AND VENUE

1. The Plaintiff and Defendant Phillips are citizens and residents of Anderson County, South Carolina, and have been for more than one year prior to the commencement of this action. Defendant Bango is a citizen and resident of Cobb County, Georgia. She is Defendant Phillips' sister and has Defendant Phillips' Durable Power of Attorney. This Court has jurisdiction over all persons, parties, and matters contained herein.
2. Plaintiff and Defendant Phillips are husband and wife, having married on or about August 12, 1994.
3. From this union four children have been born; namely, Owen Anderson Phillips, born 9/3/96; Silas Edwin Phillips, born 6/22/98; Elliot Simpson Phillips, born 11/15/00; and Cecilie Michelle Phillips, born 11/11/02. No other children of this union are expected.

**FOR A FIRST CAUSE FOR ACTION – DIVORCE/SEPARATE
SUPPORT AND MAINTENANCE**

4. That Plaintiff has always endeavored to be a good, faithful, loving spouse, giving the Defendant Phillips no reason to complain; nevertheless, Defendant Phillips has committed adultery. Plaintiff in no way condones this conduct and is desirous of a divorce, a vinculo matrimonii, based upon the statutory ground of adultery.
5. Plaintiff and Defendant Phillips have been living separate and apart since July 30, 2010. Plaintiff is entitled to a divorce, a vinculo matrimonii, based upon the statutory ground of one year's continuous separation.

6. The Plaintiff has served as the primary caregiver for the minor children and should be granted sole custody, care and control of the minor children, with Defendant Phillips receiving reasonable visitation privileges.

FOR A THIRD CAUSE OF ACTION - CHILD SUPPORT

7. It is reasonable, appropriate, and in the best interest of the minor children, for him to pay child support to the Plaintiff, in accordance with the Child Support Guidelines, and through the Clerk of Court of Anderson County.
8. Defendant Phillips should be required to maintain health insurance coverage for the minor children, with the parties dividing any uncovered medical, dental, orthodontic, pharmaceutical, hospital, and all other health care expenses incurred on behalf of the minor children, pursuant to the South Carolina Child Support Guidelines.

FOR A FOURTH CAUSE OF ACTION - EQUITABLE DIVISION OF MARITAL PROPERTY AND DEBTS

9. Plaintiff and Defendant Phillips have acquired certain property during the marriage, both real and personal, and the Plaintiff is entitled to an equitable division of this property by the Court.
10. Plaintiff and Defendant Phillips have incurred certain debts during the marriage, and the Plaintiff is entitled to an equitable division of these debts by the Court.
11. The Plaintiff is entitled to receive temporary use and possession of the marital home and Defendant Phillips should be responsible for all costs and expenses associated with the home.

FOR A FIFTH CAUSE OF ACTION - RESTRAINING ORDERS

12. The Plaintiff is in need of this Court's Order prohibiting, restraining, and enjoining the Defendants from incurring or contracting any debt, charge, or liability whatsoever for which the Plaintiff, her legal representatives, estate, or property may become liable.
13. The Plaintiff is in need of this Court's Order prohibiting, restraining, and enjoining the Defendants from damaging, selling, encumbering, giving away, or destroying any assets pending resolution of this case.
14. That it is reasonable, appropriate, and in the best interests of the minor children, for the Defendants to be prohibited, enjoined, and restrained from discussing this case with the minor children or allowing others to do so, and from making any disparaging comments about the Plaintiff in the presence of the minor children.

FOR A SIXTH CAUSE OF ACTION - ATTORNEY FEES

15. The Plaintiff has been forced to initiate this action through no fault of her own. It is just, necessary, and appropriate for Defendant Phillips to pay for her reasonable attorney fees and litigation costs.

FOR A SEVENTH CAUSE OF ACTION - ALIMONY

16. That Defendant Phillips should be required to pay Plaintiff a reasonable amount of permanent, periodic alimony, through the Anderson County Clerk's Office.

FOR AN EIGHTH CAUSE OF ACTION - NAME CHANGE

17. That is it reasonable and appropriate for the Court to grant Plaintiff the right to return to the use of her maiden name; Sydney Michelle Simpson.

FOR A NINTH CAUSE OF ACTION - MUTUAL DISCOVERY

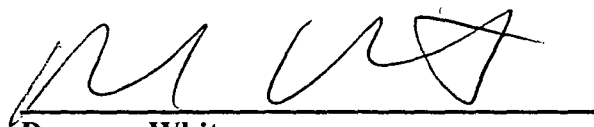
18. In order to facilitate the speedy and just resolution of this matter, it is necessary and appropriate for this Court to direct the parties to engage in a fair exchange of information, in accordance with the South Carolina Rules of Civil Procedure and the South Carolina Rules of Family Court.

WHEREFORE, PLAINTIFF PRAYS AS FOLLOWS:

1. For a divorce, a vinculo matrimonii, based upon the statutory ground of Defendant Phillips' adultery;
2. For a divorce, a vinculo matrimonii, based upon the statutory ground of one year's continuous separation;
3. That Plaintiff be granted the sole care, custody and control of the parties' minor children, and for Defendant Phillips to have reasonable visitation privileges;
4. That Defendant Phillips be required to pay Plaintiff a reasonable amount of child support, pursuant to South Carolina guidelines, through the Anderson County Clerk's office, plus the five (5%) percent handling fee;
5. That Defendant Phillips be required to maintain health insurance coverage for the minor children, with the parties dividing any uncovered medical, dental, orthodontic, pharmaceutical, hospital, and all other health care expenses incurred on behalf of the minor children, pursuant to the South Carolina Child Support Guidelines;
6. For an equitable division of marital property;

7. For an equitable division of marital debts;
8. That Plaintiff receive temporary use and possession of the marital home and Defendant Phillips be responsible for all costs and expenses associated with the home;
9. That the Defendants be enjoined and restrained from incurring or contracting any debt, charge, or liability whatsoever for which the Plaintiff, her legal representatives, estate, or property may become liable;
10. That the Defendant be enjoined and restrained from damaging, selling, encumbering, giving away, or destroying any assets pending resolution of this case;
11. That the Defendant be prohibited, enjoined, and restrained from discussing this case with the minor children or allowing others to do so, and from making any disparaging comments about the Plaintiff in the presence of the minor children;
12. That Defendant Phillips be required to pay permanent, periodic alimony to Plaintiff, through the Clerk of Court of Anderson County;
13. That Defendant Phillips be required to reimburse the Plaintiff for her reasonable attorney fees and litigation costs;
14. For an Order allowing Plaintiff to return to the use of her maiden name; Sydney Michelle Simpson;
15. For this Court's Order directing the parties to engage in a fair exchange of information, in accordance with the South Carolina Rules of Civil Procedure and the South Carolina Rules of Family Court;
16. For such other and further relief as this Court deems just and appropriate.

Druanne White Law Firm



Druanne White
ATTORNEY FOR THE PLAINTIFF
412 Marshall Avenue
Anderson, SC 29621
Telephone: (864) 231-8090
Facsimile: (864) 231-8006

Anderson, South Carolina
October 12, 2011

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)
)
SYDNEY S. PHILLIPS,)
)
Plaintiff,)
)
vs.)
)
ROY RUSSELL PHILLIPS,)
)
Defendant.)

IN THE FAMILY COURT

TENTH JUDICIAL CIRCUIT
FILED FOR RECORD
FAMILY COURT

2011 OCT 12 P 2: 12

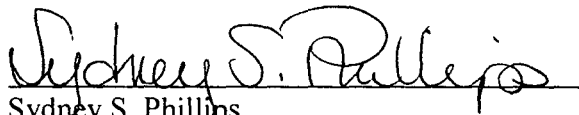
VERIFICATION

TENTH CIRCUIT
ANDERSON, SC

2011-DR-04-2043

PERSONALLY appeared before me the undersigned, who being first duly sworn, states that:

1. The Deponent has read the allegations contained in the attached pleadings.
2. The attached pleadings were prepared by Druanne White, Attorney At Law, the Deponent's attorney, based upon information the Deponent personally provided to her.
3. The allegations contained in the attached pleadings are true and correct and based on the Deponent's personal knowledge, except for those allegations which are based on the Deponent's information and belief, and as to those, the Deponent believes them to be true.
4. The Deponent has authorized Druanne White, Attorney At Law, to file the attached pleadings, to present the same to Court, to secure any necessary Orders based thereon, and to secure service of the attached pleadings and necessary process based thereon upon the adverse party.


Sydney S. Phillips
Deponent

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 12 DAY OF October, 2011



NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 27 July 2010

1 office.

2 MS. WHITE: Your Honor, does Judge Brown's
3 restrictions include no paramour? I know somebody's does
4 and somebody's doesn't.

5 THE COURT: Judge Knobel's does not.

6 MS. WHITE: I always get mixed up as to which does
7 and which doesn't.

8 THE COURT: Judge Brown's original restrictions we
9 had in this county some years back.

10 MR. YOKEL: Not even around anybody?

11 THE COURT: Right. Right.

12 All right. Well, let me take a minute to review the
13 affidavits here, and then I'll let you-all make whatever
14 additional comments you feel are appropriate.

15 (Pause.)

16 THE COURT: I have now had the opportunity to review
17 affidavits and other documents submitted by both parties.
18 I'll now be glad to hear argument from counsel regarding
19 their client's position.

20 Mr. Yokel?

21 MR. YOKEL: Thank you, Your Honor. May it please
22 the Court? We're here from the last hearing of
23 November 30, I guess when the order was issued and filed.
24 And the income of this gentleman has gone down from
25 \$144,000 or about \$11,600 a month to whereas we've shown

1 you in those paystubs, he is getting \$4,664 a month. As
2 I have mentioned, there is no way this man can work. His
3 current condition is why his income is down.

4 From the paystubs it shows that he nets 1590,
5 \$1,590. This is not a private disability policy so it's
6 all taxable and things as you can see that they do. He's
7 ordered to pay \$1,600 every two weeks. He gets paid
8 \$1,590 every two weeks. There is just no way he can
9 possibly continue in that manner. And that's why we're
10 seeking help in that regard, Your Honor.

11 With regard to the expenses, he has -- we've shown a
12 lease that shows he needs care, complete follow up. His
13 mother is giving him that. That's where he's living.
14 The auto insurance of -- that is an auto expense because
15 he has to pay for the travel. Pays the mother 58 cents,
16 you know, the tax rate, 51 cents, you know, for traveling
17 from Ohio to Indiana and things of that nature to take to
18 doctor's appointments and things of that nature. That's
19 what that expense is. He has a lot of out-of-pocket
20 expenses, that are not covered, once he meets the
21 deductibles and things of that nature, Your Honor.

22 Unfortunately, this is a family that between her
23 working salary and his, at one time this family was
24 making over 180 thousand dollars. They spend money.
25 Now, unfortunately one parent is terminally ill and is

1 unable to assist in support, they both are going to have
2 to cut back. It's the same thing if they were both
3 living together, never had the issue of divorce, they
4 would have to sit down and say how are we going to cut
5 back? And that's an unfortunate situation. Nobody would
6 want that. There's just no way this man can possibly do
7 it short of -- and just not writing checks, the power of
8 attorney is under an order to do so. That's going to put
9 her in a situation where he don't have those funds.

10 Now, they have property. From the plaintiff's
11 standpoint, there's all this money sitting here. The man
12 could live, he's going to need some money himself to live
13 upon. So if the Court wants to say, you know, you have
14 "X" amount in bank accounts, split it up as a partial
15 equitable distribution and let her use her part as extra
16 money and him use his part as extra money to support
17 whenever there may be deficiencies on both sides. That
18 seems to be a more equitable thing than insisting that he
19 continue to pay the \$3,800.

20 With regard to the visitation, it's an eight-hour
21 drive between Anderson and where they live in Dayton,
22 Ohio, Your Honor. To say that his mother should be able
23 to drive down, all the way to Anderson, eight hours, and
24 then go back, that's putting her on the rode with four
25 children at least 16 hours on the one trip down. If they

1 \$3,200. I want \$3,200." It's clear this man can't pay it
2 type situation.

3 I think that pretty much covers it.

4 THE COURT: What's your client's position on the
5 request not to change the beneficiaries on the life
6 insurance?

7 MR. YOKEL: What he wants to do, Your Honor, is that
8 he wants to be able to leave as part of that 558,000,
9 \$150,000 for the mother and then 408,000 to the four
10 children to be held in a trust to assist them with regard
11 to their college educations and things of that nature.
12 She has a policy that's \$150,000 that she has on him. So
13 between those, that -- she would have \$300,000, so this
14 is a way that he would be able to protect. He has not
15 put girlfriends, other people, his mother, the sisters or
16 anybody else. That's what he wishes to do with regard to
17 the children.

18 We also are aware of -- we haven't put it in here
19 because, hopefully, we won't have to address when he goes
20 on social security disability because the incomes will go
21 down even lower. But the children will get a benefit
22 that's going to protect them up to the time they're age
23 of 18 once he is gone and things of that nature. So this
24 will be of a benefit that takes that burden off of her to
25 worry about college and educating the children. And also

1 as it relates to that, she will have the \$300,000, which
2 will be sufficient funds to pay off the mortgage, which
3 she's showing is over \$200,000. That's what he would
4 like to do with it. And that's his position, Your Honor.

5 THE COURT: Mrs. White?

6 MS. WHITE: Yes, sir. Your Honor, first, as to the
7 expenses of the husband on the financial declaration. If
8 you go on the internet, look at the value of the parents'
9 house, it's 60 something thousand. It's a tiny bungalow.
10 They have actually had the audacity to put a lease
11 agreement in their package showing that the parents are
12 leasing to their terminally-ill son a portion of their
13 house that's worth 60 something thousand for \$800 a
14 month. That is absurd. And if that's true, if that's
15 what these parents are doing, then you understand
16 completely why my client and her husband have not had
17 contact with his family through the years. This is new,
18 having contact with them. And you would understand why,
19 if in fact that is valid.

20 Your Honor, they're saying that the social security,
21 his income is going to be dropping to social security.
22 That is not true. In fact, what will happen is the
23 disability policy will still pay the same. It's just it
24 will be offset by that. So, he'll never get less than
25 what he's getting now. It will just be offset by the

1 THE COURT: This is to accommodate another family
2 member's vacation?

3 MS. WHITE: Well, they go to Oregon and my client
4 and the children every year go up and watch the
5 87-year-old mother. They already have their reservations
6 and all to go to Oregon. So they're in North Carolina to
7 Oregon. They are the caregivers for the 87-year-old
8 mother. My client goes up and watches the mother so they
9 can do this. This has been set for a long time.

10 THE COURT: Do the kids have to be there, too?

11 MS. WHITE: Well, I mean, they do. That's their
12 time to see their grandmother.

13 THE COURT: Is that the only time they see their
14 grandmother all year?

15 MS. WHITE: I don't know how often they visit their
16 grandmother.

17 (Confers with client.)

18 They normally see her two or three other times
19 during the year, Your Honor. So, but she certainly
20 couldn't transport halfway because she's under an
21 obligation to do this.

22 Your Honor, as to the life insurance, if you look at
23 what the life insurance is for four children, especially
24 ones that are active in all sorts of things, driving and
25 so forth, this entire amount of life insurance would not

1 cover the amount of child support he would be paying had
2 they gotten a divorce, much less college and all that.

3 I don't understand why they wouldn't -- she has
4 raised these children. There's never been an allegation
5 she's been a bad mother, she hasn't provided for the
6 children. She's been primarily responsible for the
7 children this whole time. Who would be the trustee?
8 Would it be someone from his family? I assume that's
9 what they're talking about.

10 THE COURT: That's not before me.

11 MS. WHITE: What I'm saying is, we're asking though
12 that he be -- that he have to keep the same beneficiary
13 on, which is my client. These are four children that we
14 cannot lose sight of. They have to live and grow after
15 he's gone. So, I would just ask that we have a
16 restraining order not to change that at this point. Your
17 Honor, I'd also ask that all prior orders, whatever you
18 order today, that all prior orders remain in effect and
19 anything that does not conflict with what you order
20 today.

21 THE COURT: All right. Thank you.

22 I've listened carefully to the arguments of counsel.
23 I've also reviewed the affidavits submitted. Mr. Yokel,
24 I'll ask you draft an order reflecting my ruling. I am
25 going to grant the father's request to have visitation

1 the week of July the 6th. The parties will share
2 transportation, either by meeting halfway, or if
3 Mrs. Phillips is unable to do that at the beginning of
4 the week, then Mr. Phillips will be responsible for the
5 first part of transportation and Mrs. Phillips can go
6 pick them up in Ohio at the end of week. I'm going to
7 reduce the support to \$1,050 every other week. I'm going
8 to order, again, shared transportation on the trip. I'm
9 going to deny the restraining order to not modify the
10 life insurance.

11 I further find that beneficial results have been
12 accomplished for the husband in this matter. I have
13 reviewed the affidavits and the financial conditions of
14 the parties. I find it reasonable and fair that the wife
15 pay attorney fees in the amount of \$1,000 to the
16 husband's attorney in within 60 days.

17 All prior orders will remain in full force and
18 effect. By agreement the parties visitation that was
19 agreed to will be included in the order. I'm also going
20 to adopt Judge Brown's restrictions on conduct.

21 Mr. Yoke1, any questions?

22 MR. YOKEL: No, Your Honor.

23 MS. WHITE: So, it's 1,050 every other week?

24 THE COURT: Yes, ma'am.

25 MS. WHITE: All right.

STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

SYDNEY S. PHILLIPS,)

Plaintiff)

v.)

Roy Russell Phillips,)

Defendant.)

IN THE FAMILY COURT

CASE NO.
2011-DR-04-2043

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney: Druanne White, Bar No. 5991 Address: 412 Marshall Avenue, Anderson, SC 29621 phone: 231-8090 fax: 231-8006 e-mail: other:	Defendant's Attorney: , Bar No. Address: phone: fax: e-mail: other:
<input checked="" type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: EMTR Estimated Time Needed: 15 mins Court Reporter Needed: <input checked="" type="checkbox"/> YES / <input type="checkbox"/> NO	
SECTION II: Motion/Order Type	
<input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant	
SECTION III: Motion Fee	
<input checked="" type="checkbox"/> PAID - AMOUNT: 25.00 <input type="checkbox"/> EXEMPT: <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support (check reason) <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: <input type="checkbox"/> Other:	
JUDGE'S SECTION	
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:	JUDGE: _____ CODE: _____ Date: _____
CLERK'S VERIFICATION	
Collected by: <u>M. Strickland</u>	Date Filed: <u>10-13-11</u>
<input checked="" type="checkbox"/> MOTION FEE COLLECTED: <u>\$25.00</u> <input type="checkbox"/> CONTESTED - AMOUNT DUE: _____	

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 FAMILY COURT
 2011 OCT 12 11:22
 TENTH CIRCUIT
 ANDERSON, SC

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

IN THE FAMILY COURT
2011-DR-04-2043

SYDNEY S. PHILLIPS,)

Plaintiff,)

Vs.)

ROY RUSSELL PHILLIPS and)
LAURA BANGO,)

Defendants.)

MOTION FOR EMERGENCY/EXPEDITED
TEMPORARY RELIEF

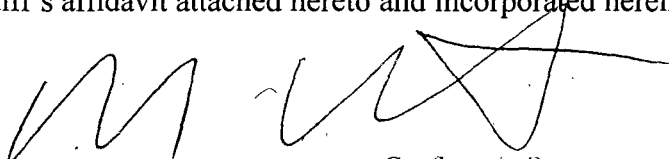
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TENTH CIRCUIT
ANDERSON, SC

The undersigned attorney for the Plaintiff hereby moves before this Honorable Court for an emergency/expedited hearing, to determine the issues of: Custody, child support, alimony, division of marital property and debt, temporary possession of the marital home, restraining orders, attorney's fees and discovery.

Said request is based upon the following:

- 1. For the reasons set forth in Plaintiff's affidavit attached hereto and incorporated herein by reference.

I SO MOVE.




DRUANNE WHITE
Attorney for Plaintiff
412 Marshall Avenue
Anderson, SC 29621
(864)231-8090

Conf. _____ 10-13-11
Plaintiff Michelle
Defendant _____
GAL _____
Clerk ajh

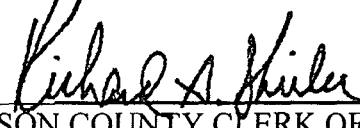
AN EMERGENCY/EXPEDITED HEARING IN IS HEREBY GRANTED/DENIED IN THIS MATTER AND THE SAME SHOULD BE SET WITHIN 7 DAYS.

IT IS SO ORDERED.

10/13/11


FAMILY COURT JUDGE
TENTH JUDICIAL CIRCUIT

A HEARING IN THIS MATTER IS HEREBY SET BEFORE JUDGE Jack A. Landis ON THE 24th DAY OF October 2011, AT 10:15 a.m. AT ANDERSON, SOUTH CAROLINA.


ANDERSON COUNTY CLERK OF COURT

_____, 2011

46 \$25.00 MOTION FEE PAID

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)
)
SYDNEY S. PHILLIPS,)
)
PLAINTIFF,)
)
VS.)
)
ROY RUSSELL PHILLIPS and)
LAURA BANGO,)
)
DEFENDANTS.)

IN THE FAMILY COURT
TENTH JUDICIAL CIRCUIT

AFFIDAVIT OF SYDNEY PHILLIPS
2011-DR-04-2043

FILED FOR RECORD
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2011 OCT 13 AM 11:22
TENTH JUDICIAL CIRCUIT
ANDERSON SC

NOW COMES THE BELOW SIGNED AFFIANT, Sydney Phillips, after first being duly sworn, and states the following to be true and correct to the best of her knowledge and belief:

Rusty and I met in June of 1993 in Oxford, Ohio. We were married on August 12th, 1994. I have a Bachelor of Music in Music Education and a Master's degree in Piano Pedagogy and Performance. Rusty received his Bachelor's degree in May of 1994 and accepted a position as a service technician with the Orr Felt Company. As a part of his job, he traveled Monday through Friday each week and was home only on the weekends. In Spring of 1996, Rusty was promoted. The promotion required him to work in the Minnesota and Wisconsin area. We moved to Wisconsin. Owen, our oldest child, was born on September 3, 1996. Rusty and I decided that I would remain home with the baby.

In December of 1996, Rusty was hired as a chemical sales/service engineer with Nalco in North Carolina. He moved to Asheville in December of 1996. Owen and I moved to Asheville a few months later, after our Wisconsin house sold. Rusty was home almost every night. Approximately one year later, Rusty was transferred to Columbia, South Carolina. I was pregnant with our second child. We purchased a home in Columbia. Six weeks later, on June 22, 1998, our second son, Silas, was born.

In October of 1999, I began working part-time as a freelance court reporter. I worked one or two days per week while the children were in a church preschool program. Our third child, Elliot, was born on November 15, 2000.

While working with Nalco, Rusty was supposed to file weekly reports for reimbursement of his business expenses. He used a personal credit card for his expenses. Rusty frequently waited four to six weeks to file his expense reports. When Rusty finally received his expense reimbursement, there was usually some other expense that would come up and the expense reimbursement was spent on that. Our credit card debt escalated.

Our daughter, Cecilie, was born on November 11, 2002. Rusty was working out of town 1-2 nights per week. I continued to stay home with the children and work part-time as a court reporter. Late in 2003, Rusty chose to take a severance package from his employer. Rusty decided he wanted to pursue a different career. He began working full-time as a freelance court reporter, through the same firm by which I was employed.

In October 2004, it became clear that we had a significant financial problem. We filed Chapter 13. In August of 2005, I was hired as an elementary music teacher. In January of 2006, Rusty was hired by an engineering firm located in Greenville, South Carolina. He came home (to Columbia) on the weekends. When Rusty came home, he typically spent most of his time on the computer and did not interact significantly with the children or with me. He rarely assisted me in taking care of the children or basic household responsibilities.

In Spring of 2006 I was hired as a music teacher at Midway Elementary in Anderson. In March of 2006, Rusty and I sold our home in Columbia. We paid off the bankruptcy and purchased a new home.

Late in 2007, Rusty was communicating with a female co-worker. Rusty told me they were just friends. He was chatting with her on-line and created a "MySpace" page to communicate with her. During the week of Christmas, the woman called Rusty around midnight. I later saw a text message from Rusty to the woman that read "The bitch bought the computer" in reference to the computer I had purchased for Christmas.

In January of 2008, Rusty told me he no longer had feelings for me. Rusty told me he had been having an affair with Julie, his female co-worker, since mid-December. Julie was married with four children. I was devastated. Rusty then informed me he had also had a "one-night stand" with another married woman, right before the affair with Julie had begun. He denied any affairs earlier in our marriage.

I was emotionally destroyed. I did not want to pursue a divorce for the sake of our children. Rusty showed me his email account and allowed me to print out all the email communications with both of these women. He also gave me a computer disc of pornography that he had been downloading from the internet. Despite all of this, Rusty and I reconciled. Our marriage was the best it had been in years.

In June of 2009, Rusty moved to Kincardine, Canada to work at Bruce Nuclear Power Plant. Rusty's salary was approximately \$138,000.00. Rusty came home for four days, every two weeks. He became distant and angry. I tried to make things better between us, but Rusty was cold. He would come home, set up his computer and spend the entire weekend on the computer. He rarely interacted with the children or with me.

The children and I traveled to Canada to visit Rusty in the summer of 2010. During Rusty's next visit in South Carolina, he told me he would "kick me to the curb" if he won the lottery. Money has always been Rusty's priority. I asked him if he was seeing someone else. He denied that he was.

In December of 2010, Rusty came home for my birthday weekend. I asked him if he was seeing someone else and he confirmed he was. He said he had been seeing her for about one year. He said she was married and had two children. He would not tell me her name. We agreed that divorce was our only option at that point. Rusty returned to Canada.

Rusty and I had \$18,000.00 in a checking account. I transferred this money into a private account. I told Rusty I had transferred the money. Rusty promised that he was not going to cut me off financially. He promised he would take care of the kids and me. From this point on, he began coming to South Carolina less often, only every four weeks or so. He did not stay in the marital residence with the children and me. His last trip home was August of 2011. Rusty had been consistently depositing \$1600.00 every two weeks into our account for me to pay the bills. We agreed that I could remove money as needed, in addition to the deposits he was making.

I filed an action for divorce based on Rusty's adultery on September 19, 2011. The very next day, I was informed that Rusty had had a seizure in Canada. He told me he had been to the doctor and that he may have brain cancer. We ultimately discovered that he had a brain tumor, which is malignant. It is terminal. I immediately decided not to

serve the action on Rusty until we received additional information. I talked to Rusty. He implied that he would be signing his life insurance policies over to his girlfriend. Rusty decided to return to the United States to have treatment in Atlanta. I made arrangements to stay out of work and take the kids to see him the day before he was scheduled to have surgery. That morning, Rusty called me and told me that he had to leave at 1:00 p.m. to "pick a friend up at the airport." I asked him if it was his girlfriend and he said yes. He told me the kids and I were welcome to stay and visit with his mother and sister, but that he would be leaving. We decided to meet halfway and have lunch.

Rusty had surgery on September 30, 2011. Seventy-five percent (75%) of his tumor was removed. The tumor had grown 20% in size in one week. The morning of the surgery, a photograph of Rusty, his girlfriend (holding his hand), and Rusty's extended family was posted on Facebook. My son and my niece saw the photo. I immediately called my brother-in-law and told him the photo needed to be removed from Facebook. Rusty's and my children did not need to see that.

I know that Rusty has four financial accounts in Canada. I have an email from Rusty which states he has an undisclosed amount of cash in a shoebox. He has numerous 401(k) accounts and stocks. He has life insurance for approximately \$560,000.00. I am not sure what other marital assets exist. What I do have, is a voice recording of Rusty advising me that he had recently given his girlfriend \$14,000.00 in cash. He has implied that he will be transferring other marital assets to her. My whole life is up in the air. I am afraid that no marital assets will remain by the time we get to court. I am informed that Rusty gave his sister a Durable Power of Attorney. He changed the password on our bank accounts so I can no longer view the transactions.

I want Rusty and his sister, Laura Bango, to be restrained from selling, withdrawing, encumbering, or transferring marital assets, effective immediately. I want Rusty to be required to provide me with a detailed list of all accounts in Canada and the United States, as well as any stocks, life insurance and fixed assets which are in his name. I also request the following: Power of Attorney over our finances/assets; custody of our children; child support; an Order for discovery; alimony; temporary possession of the marital residence; and Rusty to pay my attorney's fees. I would ask that the Court grant an expedited hearing to address these requests.

Sydney S. Phillips
AFFIANT

SWORN to before me this
12 day of October, 2011.

Maui Owen
Notary Public for South Carolina
My Commission Expires: 27 July 2020

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

IN THE FAMILY COURT
TENTH JUDICIAL CIRCUIT
FAMILY COURT

2012 JAN 3 P 12:09

Sydney S. Phillips,
Plaintiff,

C.A NO: 2011-DR-04-2043

TENTH CIRCUIT
ANDERSON, SC

vs.

**MOTION FOR AN EXPEDITED
TEMPORARY HEARING**

Roy Russell Phillips and Laura Bango,
Defendants.

Defendant hereby moves the Court and requests an expedited hearing be held by the Presiding Judge of the Family Court for the Tenth Judicial Circuit, Anderson, South Carolina on Thursday, the 12th day of January, 2011 or 2012 at 9:45 o'clock a. M. wherein Defendant, by and through the undersigned counsel will move for an order granting temporary relief as follows:

THE GROUNDS FOR THIS MOTION are as follows:

1. Plaintiff and Defendant were married on August 12, 1994.
2. The parties are the parents of four minor children, Owen Anderson Phillip, born September 3, 1996, Silas Edwin Phillips, born June 22, 1998, Elliot Simpson Phillips, born November 15, 2000, and Cecile Michelle Phillips, born November 11, 2002.
3. The parties separated on or about July 30, 2010.
4. A Temporary Order was issued in the present action dated November 17, 2011 and filed November 30, 2011 granting the Plaintiff sole custody of the minor children with reasonable visitation for the Defendant. Further, Defendant was ordered to pay family support to Plaintiff in the amount of \$1,600.00 every other week, beginning on October 28, 2011.

\$25.00 MOTION
FEE PAID

5. The parties to and the subject matter of this action are within this Court's continuing jurisdiction.

6. Since the date of the previous Order for support, substantial circumstances have arisen to warrant a modification of support.

7. Defendant is terminally ill and the payments he receives from his short term disability is substantially lower than the monies paid to him at the time of the hearing. His entire net check does not equal the amount he has been ordered to pay which leaves him no money to pay any bills, medical expenses for her terminal illness and to pay any other expenses as ordered by the court.

8. Furthermore, visitation was left to be "reasonable." However, Defendant resides in Ohio with his mother and he receives treatment in Indiana. Plaintiff only allowed him X-mas visitation from December 20 to December 23. She insisted that it be in Atlanta and would not meet half way. This is a great burden on the Defendant and his sister, Laura Bango, and not what is normally contemplated.

9. Due to his health and potential limited time with him, Defendant asks that the Court award him temporary visitation with the children to be the spring break for the children, 3 weeks during the summer with one week each month during the summer to include the weekend of father day and the Thanksgiving holiday for 2012. Defendant also seeks that Plaintiff meet him ½ way so that the parties exchange the children one half the distance between Anderson, SC and Dayton, OH.

10. Furthermore, the Defendant is having difficulty having telephone contact with the children as they are not available, do not answer the telephone or do not call back. As the Defendant lives in Ohio and the children are in Anderson, it is very important that the children

have regular contact. Due to Plaintiff's failure to work with him and behave reasonably, it is necessary for the court to modify the temporary order and set specific times for telephone and other electronic contact.

11. Modifying visitation when Plaintiff is not willing to work with the Defendant considering it is very possible Defendant may not be alive within the year is both a necessity and in the best interests of the minor children.

12. If this matter cannot be worked out, then a Guardian *ad Litem* should be appointed for the children.

13. Upon information and belief, Plaintiff should be granted a decree modifying family support and visitation, pendente lite.

14. Defendant has attempted to work with the Plaintiff in this matter and was unable to come to an agreement on the handling of this financial issue. As a result thereof, Defendant was forced to seek redress through the Courts.

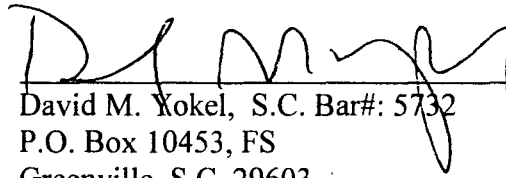
15. Defendant seeks attorney fees and expenses for the necessity of bringing this action.

THIS MOTION SHALL BE BASED upon the South Carolina Rules of Civil Procedure, the South Carolina Family Court Rules, and the appropriate statutory and case law of this State.

THE SPECIFIC RELIEF SOUGHT BY THIS MOTION is as follows:

1. For a modification of family support and visitation on a temporary basis;
2. For a modification of telephone and other electronic contact;
3. For such other and further relief this Court may deem just and proper.

DAVID M. YOKEL, LLC



David M. Yokel, S.C. Bar#: 5732
P.O. Box 10453, FS
Greenville, S.C. 29603
Dial: (864) 240-2066
Fax: (864) 235-3225
dyokel@yokellawfirm.com
Attorney for the Defendants

Dated: 12/29/11

Expedited Hearing is Granted
E.L.G.

1/3/12

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

Sydney S. Phillips,)
)
Plaintiff,)
)
vs.)
)
Roy Russell Phillips and Laura Bango,)
)
Defendants.)
_____)

IN THE FAMILY COURT
TENTH JUDICIAL CIRCUIT

FILED-FOR RECORD
FAMILY COURT
2012 JAN -3 P 12:09

C.A NO: 2011-DR-04-2043

TENTH CIRCUIT
ANDERSON, SC

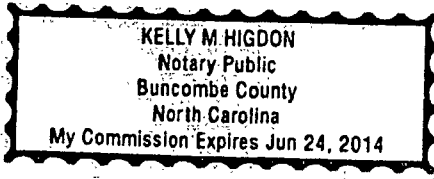
VERIFICATION

Personally appeared before me the undersigned, who being duly sworn, says that she is the Defendant in this action, that she has read the foregoing Motion for Expedited Temporary Hearing and the same is true of her own knowledge except those to be stated upon information and belief, and as to those she believes them to be true.

Laura J Bango
Laura Bango

Sworn to and subscribed before me
this 28th day of December, 2011.

Kelly M Higdon
Notary Public For North Carolina



My Commission Expires: June 24, 2014

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON)
)
 SYDNEY S. PHILLIPS,)
)
 Plaintiff,)
)
 vs.)
)
 ROY RUSSELL PHILLIPS and)
 LAURA BANGO,)
)
 Defendants.)

IN THE FAMILY COURT
 TENTH JUDICIAL CIRCUIT
 RETURN TO MOTION
 2011-DR-04-2043

FILED-FOR RECORD
 FAMILY COURT
 2012 JAN -9 P 3:34
 TENTH CIRCUIT
 ANDERSON, SC

TO: ROY RUSSELL PHILLIPS, DEFENDANT, LUARA BANGO, DEFENDANT
 AND DAVID YOKEL, ATTORNEY FOR DEFENDANTS

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, through her undersigned attorney, will move before the Presiding Family Court Judge on January 4, 2012 at 9:54 a.m., for an order: Denying Defendant's motion for temporary relief; requiring Defendant Phillips to maintain his life insurance policies which were in place as of the date of filing; requiring Defendant Phillips to maintain Plaintiff as sole beneficiary of Defendant Phillips' life insurance policies; requiring Plaintiff and Defendant Phillips' 2010 income tax refund to be divided equally; requiring Defendant Phillips to use some or all of the 257+ hours of vacation pay he accrued prior to Plaintiff and Defendant Phillips' separation to apply towards his monthly alimony payment to Plaintiff; and for attorney's fees.

The reasons for Defendant's motion are as follows:

1. Upon information and belief Defendant Phillips is suffering from terminal cancer. The marital assets, including Defendant Phillips' life insurance policies, should be protected;

2. It is reasonable and appropriate for Plaintiff to be maintained as the sole beneficiary of Defendant Phillips' life insurance policies. This is also in the best interest of the parties' minor children.

3. Plaintiff and Defendant Phillips' 2010 tax refund is a marital asset. Plaintiff would allege that the refund should be divided equally between Plaintiff and Defendant Phillips.

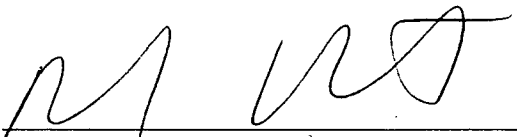
4. Defendant Phillips is alleging his income has been drastically reduced. Upon information and belief Defendant Phillips has more than 257 hours of vacation pay accrued through his employer. Said vacation pay is a marital asset. Defendant Phillips should be required to use the accrued vacation hours to offset any alleged reduction in his income.

5. Plaintiff has been forced to defend this action through no fault of her own. Defendants should be required to pay her reasonable attorney's fees.

WHEREFORE, Defendant prays as follows:

1. That Defendant Phillips' motion be denied and with costs assessed against him;
2. That Defendant Phillips be required to maintain his current life insurance policies;
3. That Defendant Phillips be required to maintain Plaintiff as the sole beneficiary of his life insurance policies;
4. That Plaintiff and Defendant Phillips' 2010 tax refund be equally divided;
5. That Defendant Phillips be required to use his vacation hours to offset his alleged income reduction and apply same towards his alimony payment to Plaintiff;

6. That Defendants be required to pay Plaintiff's reasonable attorney's fees;
7. For such other and further relief as this Court deems just and proper.



DRUANNE WHITE
Attorney for Plaintiff
412 Marshall Avenue
Anderson, SC 29621
(864)231-8090

Anderson, South Carolina
January 6, 2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)
)
SYDNEY S. PHILLIPS,)
)
PLAINTIFF,)
)
VS.)
)
ROY RUSSELL PHILLIPS and)
LAURA BANGO,)
)
DEFENDANTS.)

IN THE FAMILY COURT
TENTH JUDICIAL CIRCUIT
AFFIDAVIT OF SYDNEY PHILLIPS
2011-DR-04-2043

NOW COMES THE BELOW SIGNED AFFIANT, Sydney Phillips, after first being duly sworn, and states the following to be true and correct to the best of her knowledge and belief:

Rusty and I married on August 12, 1994. I have a Bachelor of Music in Music Education and a Master's degree in Piano Pedagogy and Performance. Rusty received his Bachelor's degree in May of 1994 and accepted a position as a service technician with the Orr Felt Company. As a part of his job, he traveled Monday through Friday each week and was home only on the weekends. In Spring of 1996, Rusty was promoted. The promotion required him to work in the Minnesota and Wisconsin area. We moved to Wisconsin. Owen, our oldest child, was born on September 3, 1996. Rusty and I decided that I would remain home with the baby.

In December of 1996, Rusty was hired as a chemical sales/service engineer with Nalco in North Carolina. He moved to Asheville in December of 1996. Owen and I moved to Asheville a few months later, after our Wisconsin house sold. Rusty was home almost every night. Approximately one year later, Rusty was transferred to Columbia, South Carolina. I was pregnant with our second child. We purchased a home in Columbia. Six weeks later, on June 22, 1998, our second son, Silas, was born.

In October of 1999, I began working part-time as a freelance court reporter. I worked one or two days per week while the children were in a church preschool program. Our third child, Elliot, was born on November 15, 2000.

While working with Nalco, Rusty was supposed to file weekly reports for reimbursement of his business expenses. He used a personal credit card for his expenses. Rusty frequently waited four to six weeks to file his expense reports. When Rusty finally received his expense reimbursement, there was usually some other expense that would come up and the expense reimbursement was spent on that. Our credit card debt escalated.

Our daughter, Cecilie, was born on November 11, 2002. Rusty was working out of town 1-2 nights per week. I continued to stay home with the children and work part-time as a court reporter. Late in 2003, Rusty chose to take a severance package from his employer. Rusty decided he wanted to pursue a different career. He began working full-time as a freelance court reporter, through the same firm in which I was employed.

In October 2004, it became clear that Rusty and I had a significant financial problem. We filed Chapter 13. In August of 2005, I was hired as an elementary music teacher. In January of 2006, Rusty was hired by an engineering firm located in Greenville, South Carolina. He came home (to Columbia) on the weekends. When Rusty came home, he typically spent most of his time on the computer and did not interact significantly with the children or with me. He rarely assisted me in taking care of the children or performing basic household responsibilities.

In Spring of 2006 I was hired as a music teacher at Midway Elementary in Anderson. In March of 2006, Rusty and I sold our home in Columbia. We paid off the bankruptcy and purchased a new home.

Late in 2007, Rusty was communicating with a female co-worker. Rusty told me they were just friends. He was chatting with her on-line and created a "MySpace" page to communicate with her. During the week of Christmas, the woman called Rusty around midnight. I later saw a text message from Rusty to the woman that read "The bitch bought the computer" in reference to the computer I had purchased for Christmas.

In January of 2008, Rusty told me he no longer had feelings for me. Rusty told me he had been having an affair with Julie, his female co-worker, since mid-December. Julie was married with four children. I was devastated. Rusty then informed me he had also had a "one-night stand" with another married woman, right before the affair with Julie had begun.

I was emotionally destroyed. I did not want to pursue a divorce for the sake of our children. Rusty showed me his email account and allowed me to print out all the email communications with both of these women. He also gave me a computer disc of pornography that he had been downloading from the internet. Despite all of this, Rusty and I reconciled. Our marriage was the best it had been in years.

In June of 2009, Rusty moved to Kincardine, Canada to work at Bruce Nuclear Power Plant. Rusty's annual salary was approximately \$138,000.00. Rusty came home for four days, every two weeks. He became distant and angry. I tried to make things better between us, but Rusty was cold. He would come home, set up his computer and spend the entire weekend on the computer. He again rarely interacted with the children or with me.

The children and I traveled to Canada to visit Rusty in the summer of 2010. During Rusty's next visit in South Carolina, he told me he would "kick me to the curb" if he won the lottery. Money has always been Rusty's priority. I asked him if he was seeing someone else. He denied this.

In December of 2010, Rusty came home for my birthday weekend. He admitted that he was seeing someone else. He said he had been seeing her for about one year. He said she was married and had two children. He would not tell me her name. We agreed that divorce was our only option at that point. Rusty returned to Canada.

Rusty and I had \$18,000.00 in a checking account. I transferred this money into a private account. I told Rusty I had transferred the money. Rusty promised that he was not going to cut me off financially. He promised he would take care of the kids and me. From this point on, he began coming to South Carolina less often, only every four weeks or so. He did not stay in the marital residence with the children and me. His last trip home was August of 2011. Rusty had been consistently depositing \$1,600.00 every two weeks into our account for me to pay the bills. We agreed that I could remove money as needed, in addition to the deposits he was making.

I filed an action for divorce based on Rusty's adultery on September 19, 2011. The very next day, I was informed that Rusty had a seizure in Canada. He told me he had been to the doctor and that he may have brain cancer. We ultimately discovered that he had a brain tumor, which is malignant. It is terminal. I immediately decided not to serve

the action on Rusty until we received additional information. I talked to Rusty. He implied that he would be signing his life insurance policies over to his girlfriend. Rusty decided to return to the United States to have treatment in Atlanta. I made arrangements to stay out of work and take the kids to see him the day before he was scheduled to have surgery. That morning, Rusty called me and told me that he had to leave at 1:00 p.m. to "pick a friend up at the airport." I asked him if it was his girlfriend and he said yes. He told me the kids and I were welcome to stay and visit with his mother and sister, but that he would be leaving. We decided to meet halfway and have lunch.

Rusty had surgery on September 30, 2011. Seventy-five percent (75%) of his tumor was removed. The tumor had grown 20% in size in one week. The morning of the surgery, a photograph of Rusty, his girlfriend (holding his hand), and Rusty's extended family was posted on Facebook. My son and my niece saw the photo. I immediately called my brother-in-law and told him the photo needed to be removed from Facebook. Rusty's and my children did not need to see that.

I know that Rusty has four financial accounts in Canada. I have an email from Rusty which states he has an undisclosed amount of cash in a shoebox. He has numerous 401(k) accounts and stocks. He has life insurance for approximately \$560,000.00. I am not sure what other marital assets exist. What I do have, is a voice recording of Rusty advising me that he had recently given his girlfriend \$14,000.00 in cash. He has implied that he will be transferring other marital assets to her. My whole life is up in the air. I am afraid that no marital assets will remain by the time our divorce is finalized. Rusty gave his sister a Durable Power of Attorney. He changed the password on our bank accounts so I can no longer view the transactions.

Since the first temporary hearing I have struggled to pay the marital bills. I understand Rusty is having health problems. Unfortunately, our bills have to be paid each month in a timely manner. I am doing the best I can with a home, a car, all the bills and four children on my own.

I know that Rusty's income has been cut. I know that Rusty has saved money. He was bragging about having a large amount of cash right before the temporary hearing. He was also bragging that he was giving money to his girlfriend right before the hearing. Rusty told me that he had a safe that contained over \$20,000. He claimed that the safe

was in his girlfriend's possession. From June 2009 to December 2011 Rusty withdrew over \$47,000 cash from his checking account. This is half of what his living expenses/bills were during that time. I believe that he stashed most of this money since he knew that we were going to get a divorce.

Rusty has 157 remaining vacation hours that he can redeem. If he used these vacation hours between now and September 17, 2012, he would receive approximately \$600 more per pay period. Rusty is receiving \$4,664.00 from his disability benefits. Rusty is claiming that he has to spend money on doctor's bills. Rusty and I have health insurance. The deductible is \$1,000 each year. Our health insurance covers 100% of expenses after the deductible is met each year. I have attached this information for your review.

Rusty lives with his mother and her husband. To my knowledge, Rusty does not have to pay living expenses at his mother's home. Rusty is claiming on his financial declaration that he is spending \$800 for rent. He is residing with his mother. His mother's home is worth approximately \$67,000.00. It is a small three bedroom home. I have attached the information on her home. If Rusty is paying \$800 for rent, that is ridiculous. Rusty is claiming on his financial declaration that he is spending \$1,002.00 per month for household supplies and food. I only spend \$1,200 per month for the four children and me. I can feed a fifteen, thirteen, eleven, and nine year old and me on \$1,200 per month. Rusty is claiming that he is spending \$712 per month for auto insurance, taxes, gasoline and maintenance. I am still paying Rusty's car insurance. Rusty is not able to drive. He has one out of town treatment every three weeks. Other than that, Rusty is not traveling.

I am still having to pay our mortgage payment in the amount of \$2,113.70, our car payment in the amount of \$655.00, all of the household bills, all of the children's expenses, maintenance on the marital home, food and household supplies, taxes on the marital residence, my insurance and Rusty's car insurance. These are OUR bills, not just my bills. I cannot afford to pay these bills on my income of \$2,592.90. My financial declaration shows that I have cut my monthly expenses by \$800 per month since the last hearing. Rusty's financial declaration shows that he has over \$16,000 in his checking

account. Rusty can live off of the \$16,000 in his checking account for many more months. I simply want to meet our financial obligations each month.

Rusty is claiming that I should sell the marital home. Other homes in our neighborhood have been on the market for over two years. The house next door was bought for \$402,000 by the previous owners. It sold for \$259,000. Rusty and I owe \$300,000 on the marital home. We would be lucky to get \$285,000 out of the home. I do not mind putting the marital home on the market, but I do not want to take a loss.

Rusty wants me to sell my vehicle. My car payment is \$655.00 per month. It is high because we only financed the vehicle for four years. We have been paying on the vehicle for one and a half years. I owe approximately \$18,000 on my vehicle. I would not be able to find another vehicle to carry four children for much less than \$18,000.

Rusty has not asked to sell any marital assets to help pay our expenses. Rusty has a gun collection worth approximately \$12,000. There is an order restraining Rusty from selling assets. I would not oppose any offer of selling marital assets to pay bills. I have depleted my savings account from \$9,000 to \$2,000 since the last hearing trying to keep my head above water.

Rusty claims that he cannot afford to pay family support. He flew his girlfriend to Ohio in October 2010. I also believe that she visited him over Thanksgiving. Rusty flew to Canada for New Years. If Rusty has money to fly to Canada and to fly his girlfriend here to see him, he has money to help pay the marital bills.

Rusty keeps mentioning that I took thousands of dollars out of the joint checking account over a period of time. I did take money out of our joint checking account when our family needed something. For example, I had to pay for a hot water heater, a dishwasher, the children's activities, groceries, or anything else we needed after the bills were paid. Rusty had complete access to our joint account. If I were unknowingly taking money out of our account, Rusty would have stopped this. Rusty was completely aware of where our money was going. The only reason this is being brought up now is because his family is involved. It is absurd that I am being accused of taking money without Rusty realizing it.

Rusty's sister was upset that I would not allow the children to spend a week with Rusty during the Christmas holidays. She requested that Rusty be allowed to have the

children on Christmas Eve and Christmas Day. Rusty has never been the type of person who celebrates Christmas. Christmas was a very tense holiday in our home. I believed in buying presents and having a great Christmas with my children. Rusty always said the children did "not deserve Christmas presents." I told Rusty's sister that I definitely had plans for the children Christmas Eve and Christmas Day. I did not want the children spending Christmas away from their home and without gifts. We eventually agreed on some dates that the children could visit Rusty. I offered to meet Rusty's sister halfway between Anderson and Atlanta for Rusty's Christmas visitation.

Rusty and his family did not celebrate Christmas in any way with the children while they were visiting with them. Rusty did not give the kids any sort of gift at all. He simply told the kids, "it's going to be a bad Christmas because of the brain tumor." This is why I did not want the children with Rusty on Christmas morning. I wanted the children to have a good Christmas.

There has NEVER been any discussion with me about any future visitation between Rusty and the children. Rusty's sister went straight to the court on this matter before even consulting with me. I have never had any intention of denying Rusty time with the children. I took the kids to Atlanta to visit him on my own initiative twice before he moved to Ohio. Once before the surgery and once after the surgery. The visit before the surgery is the one Rusty cut short because he had to pick his girlfriend up at the airport. I want the children to visit Rusty. Unfortunately, I cannot take time off of work to travel to Ohio for the children to visit Rusty. I also cannot afford to meet Rusty half way if my family support is lowered. If I get the \$1,000 per month that Rusty is offering to me, I will only be able to afford the mortgage payment, utilities, and the car payment. I will have no money left for anything else, including groceries, the children's expenses, etc. The children and I cannot survive on \$1,000 of family support per month.

I have never denied Rusty phone contact with the children. My children answer the phone if we are home. I have four children who are involved in many extracurricular activities. It is hard to answer the phone each and every time Rusty calls. I have no objection to allowing Rusty phone contact with the children each night at 9:00 p.m. The children are normally home by 9:00 p.m. each night.

I believe ALL of this is coming from Rusty's mom and his sister. He and I had been working toward a settlement agreement from the beginning of the separation. Neither one of us wanted to have a contested divorce. Rusty's family has turned this into something it never would have been if Rusty were in charge of it.

In the nine months that we were separated before Rusty had the seizure on September 18, 2011, Rusty took absolutely no action toward moving the divorce proceedings forward. He never cut off my access to his personal bank account. Laura changed the password on Rusty's account on September 29, 2011, the day before Rusty's brain surgery. I asked Rusty why he changed the password a couple of weeks later and he said, "I didn't change it. Laura did, but it needed to be done."

Rusty should be responsible for my attorney's fees. This entire divorce is a result of Rusty's affair. He is still seeing his girlfriend. I have attached pictures that Rusty posted on his Facebook of Rusty and his girlfriend. I never wanted any of this for my family.

Sydney S. Pullias

AFFIANT

SWORN to before me this
19 day of January, 2012.

[Signature]
Notary Public for South Carolina
My Commission Expires: 10/8/13

STATE OF SOUTH CAROLINA)
)
 COUNTY OF Anderson)
)
Sydney S. Phillips)
) Plaintiff,)
)
 vs.)
Roy Russell Phillips AND Laura Bango)
) Defendant.)

IN THE FAMILY COURT OF THE
 Tenth JUDICIAL CIRCUIT

**FINANCIAL DECLARATION
 OF Roy Russell Phillips**

Docket No. 2011-DR-04-2043

HUSBAND/FATHER		WIFE/MOTHER	
Address	2015 Division Ave, Dayton OH 45414	Address	
Age	41	Age	
Occupation	Disabled	Occupation	
Employer	AMEC - Disability	Employer	
Employer Address		Employer Address	

Gross Monthly Income	Husband/Father	Wife/Mother
Principal Earnings from Employment ¹		
Overtime, Tips, Commission, Bonuses ²		
Pensions, Retirement, and Annuities income		
Additional Employment income		
Social Security Benefits (SSA) and VA Benefits		
Disability and Worker's Compensation Benefits	4664	
Unemployment and AFDC		
Spousal or Child Support (from other marriage/relationship)		
Dividends, Interest, Trust Income, and Capital Gains		
Rental Income and Business Profits		
Other (Specify):		
TOTAL GROSS MONTHLY INCOME	\$4,664.00	

Payroll Deductions from Monthly Income	Husband/Father	Wife/Mother
Federal Income Tax ³	150	
State Income Tax	164	
Social Security and Medicare Tax (FICA)	244	
Self-Employment Tax		
Health and Dental Insurance (Adult)	73	
Health and Dental Insurance (Child)	294	
Union Dues		
Voluntary Retirement Contribution (401(k), 457, IRA)	233	
Mandatory Retirement Contribution		
Savings Plan		
Other (Specify): LTD buy up 17, Life 43	60	
TOTAL MONTHLY DEDUCTIONS	\$1,218.00	
NET MONTHLY INCOME ⁴	\$3,446.00	

Estimate monthly expenses: (Specify which party is the custodial parent and list name and relationship of all members of household whose expenses are included. Roy R. Phillips)

MONTHLY EXPENSES ⁵	Husband/Father	Wife/Mother
Residential Rent Payment	800	
Note or Mortgage Payment on Residence(s)		
Food and Household Supplies ⁶	1002	
Utilities, Water, and Garbage Collection	INCL.	
Telephone and Cellular Phone	65	
Medical, Dental and Disability Insurance Premiums (not deducted from paycheck)		
Life Insurance Premiums (not deducted from paycheck)		
Child Support (from other relationship)		
Work Related Day Care		
Spousal Support (from prior marriage)		
Auto Payment		
Auto Insurance, taxes, gasoline, and maintenance ⁷	712	
SUBTOTAL:		
\$2,579.00		
Real Property Tax on Residence(s)		
Maintenance for household ⁸		
Adult Clothing	78	
Children's Clothing ⁹		
Cable Television, Satellite, and Internet/Online Services	INCL.	
Laundry and Dry Cleaning ¹⁰		
Medical and Dental Expenses (not paid by insurance)	400	
Prescriptions, Glasses, and Contacts (not paid by insurance)	258	
Children's incidental expenses ¹¹		
School lunches, supplies, field trips, and fees ¹²		
Entertainment ¹³	90	
Adult incidental expenses ¹⁴	150	
All Installment payments ¹⁵		
Other (Specify):		
SUBTOTAL:		
\$976.00		
TOTAL MONTHLY EXPENSES	\$3,555.00	

Installment Loan Payments Section

Creditor	For	Monthly Payment	Balance	Owed by ¹⁶

Other Debts and Obligations *not* payable in monthly installments

Creditor	For	Date Payable	Balance	Owed by ¹⁶
TD Canadatrust	GreenVisa (secured w/acct #5523below)	n/a	246.31	Roy R. Phillips

Are you currently in Bankruptcy? YES NO

Are any obligations listed above, including mortgage and note payments, in arrears? YES NO

If yes, please list the obligations in arrears.

All Marital Property Known to Parties

Assets	Husband/Father	Wife/Mother	Joint
Cash and Money in Checking Account(s)	16,384	unknown	1780
Money in Savings Account(s), Credit Union, Money Market or Cert. of Dep.	1601	unknown	81
Value of Voluntary Retirement Account(s)	124,159	unknown	
Value of Pension Account		unknown	
Value of Publicly Held Stocks, Bonds, Securities, Mutual Funds	12,941	unknown	
Value of Privately Held Stocks and Other Business			
Value of Real Estate - Net of Mortgage Balances			
Value of All Other Property ¹⁷			
TOTAL ASSETS	155,085		1,861

Any Non Marital Property Known to Parties

Description of Asset	Title Owner	Date of Acquisition	Source of Funds to Acquirer	Estimate Present market Value

If total assets are less than \$300,000.00, sign and have notarized.

If total assets are greater than \$300,000.00, itemize assets by completing additional sections below and sign and have notarized.

Financial Accounts Section ¹⁸

Owner	Name of Institution	Type of Account	Balance
Roy R. Phillips & Laura Bango	Bank of America	checking #5669	15,007
Roy R. Phillips & Laura Bango	Bank of America	checking #7556	375
Roy R. Phillips	TD Canadatrust	US checking #8889	1001
Roy R. Phillips	TD Canadatrust	Value Acct #5846	0
Roy R. Phillips	TD Canadatrust	Savings Acct #5523	501

Voluntary Retirement Accounts and Pension Accounts Section

Type of Account	Value
401K Vanguard for AMEC	74,918
Roth IRA - Vanguard for AMEC	6,071
Hewitt Profit Sharing/Savings Plan for Nalco	43,170

Publicly Held Stocks, Bonds, Securities, Mutual Funds Section (Non-Retirement)¹⁹

Name of Company	Number of Shares/Type of Account	Value
ING	45.9746 / stock in BTU	1,994
ING	2,999.2598 / stock in GMO	10,317
ING	250 / stock in VRNM	630
ING	Money Market Fund Cash Balance	1,100

Real Estate Section²⁰

Owner	Address	Value	Mortgage Balance	Mortgage Equity
Joint	243 Ansonborough Belton SC 29627	unknown	301,272	0

Other Property Section²¹

Owner	Description of Asset	Value	Loan Balance	Equity
R. Phillips	'96 Toyota Landcruiser 350,000 mls	4,000	0	4,000
R. Phillips	'89 Toyota Landcruiser (4 parts)	700	0	700
R. Phillips	guns/leatherwork/reload supplies	10,200	0	10,200

Signature

Sworn to before me this 16th of January,
2012.

(SEAL)

Notary Public for South Carolina
My commission expires: _____



December 12, 2011

Mr. David M. Yokel of David M. Yokel, LLC
204 Whitsett Street
P.O. Box 10453
Greenville, SC 29603

RE: Roy R. Phillips

Dear Mr. Yokel:

The enclosed information is in response to your request for a summary of life and disability benefits for employee, Roy R. Phillips:

1. Gross base pay – \$93,000 per year
2. Short Term Disability effective dates – September 19, 2011 projected to run 26 weeks or to March 19, 2012. Aetna Disability Services certify the claim, and AMEC distributes payroll for weeks 1 - 26.
 - a. Pay rate for weeks 1-4 was 100% - approximately \$7750 per month (gross)
 - b. Pay rate for weeks 5-26 is 60% - approximately \$4650 per month (gross)
3. Should Mr. Phillips remain disabled, Long Term Disability benefits begin at 27 weeks or March 26, 2012 and continue as long as he is disabled, until age 65 or death. At this time, Aetna Disability will continue to certify and process payment for the LTD benefits.
4. Mr. Phillips' benefits from this Disability Plan will be reduced by any benefits that he is eligible to receive from other sources such as Workers' Compensation, Social Security (any benefit due he and his family), or any other federal or state government or employer-sponsored plans.
 - a. Pay rate for weeks 27-52 will be 60% plus Mr. Phillips elected to purchase a buy-up of 6.67% for a total of 66.67% - approximately \$5167 per month (gross)
 - b. Pay rate for weeks 52+ will continue to be the 66.67% - approximately \$5167 per month (gross) however, Mr. Phillips will no longer be considered an employee at

1105 Lakewood Parkway, Suite 300
Alpharetta, GA 30009
770-360-0600

AMEC. His other benefits will cease and he and his family will become eligible for COBRA benefits.

5. As the duration and offset of LTD benefits is determined by Aetna, AMEC does not warranty the accuracy of the above estimate and does not accept liability for these estimates.
6. Mr. Phillips has elected life insurance coverage of 6 times his base salary or \$558,000.

Should he remain totally disabled and meet the required conditions a minimum of nine (9) consecutive months or beyond June 19, 2012, AMEC will waive the premium and continue the coverage through Aetna Life Insurance Company for as long as he remains disabled pursuant to the terms of the insurance contract.

- a. AMEC does not warranty Aetna's approval of the applicable insurance contract provisions above and does not accept liability for this interpretation.
7. Mr. Phillips has 0 remaining sick hours and 157 remaining vacation hours that will roll to 2012. Provided he remains disabled he will continue to earn vacation and sick time at the rate of 2.308 hours per week. He may elect to utilize this time to top up his Short Term Disability or continue to carry it until 52 weeks or September 17, 2012. At that point a lump sum payout for the vacation balance will be made.
8. The following is a snapshot of his earnings detail for the pay period ending December 2, 2011.

1105 Lakewood Parkway, Suite 300
Alpharetta, GA 30009
770-360-0600

**Check-Mate Earnings Report
Check Detail**

Request Number: 1079
Check Sequence Number: 1

Co: AKD File: 505016 Dept: Industrial Southern

Roy R Phillips
2015 Division Avenue
Dayton OH 45414

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 6
State: 6
Local: 4

Earnings	Hours	This Period
Regular	0.00	2,152.61
Overtime	0.00	0.00

Deductions

Statutory

Federal Income Tax	58.72
Medicare Tax	26.93
State Income Tax	66.49
Other	
Cigna Dental	13.14
Lea	8.25
Child Life	0.80
Optional Life	20.71
Spouse Life	7.02
Cigna Medical	225.42
Optional Ad&D	6.04
Health Care	61.54
Amec 401k Ea %	107.63
Net Pay	315,190.94
Memos	
Basic Life Er	9.05
Basic AD&D Er	1.73
Medical Er	408.60
All Others	2,286.19

If you require any additional information, please contact AMEC Human Resources.

Sincerely,

Kelly Furlong, CEBS, SPHR, Fellow - ISCEBS
Senior Manager, U.S. Benefits
HR Services, Americas

1105 Lakewood Parkway, Suite 300
Alpharetta, GA 30009
770-360-0600

Check-Mate Earnings Report Check Detail

Request Number: 1079
Check Sequence Number: 1

Co File Dept
AKD 505016 Industrial Southea

Roy R Phillips
2015 Division Avenue
Dayton OH 45414

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 6
State: 6
Local: 6

Earnings	Hours	This Period
Regular	0.00	2,152.61
Overtime	0.00	0.00

Deductions

Statutory

Federal Income Tax	58.72
Medicare Tax	26.95
State Income Tax	66.45
Other	
Cigna Dental	13.14
Ltd	8.25
Child Life	0.80
Optional Life	20.71
Spouse Life	7.02
Cigna Medical	225.42
Optional Ad&d	6.04
Health Care	61.54
Ameec 401k Ec %	107.63

Memos

Basic Life Er	9.06
Basic AD&D Er	1.73
Medical Er	408.60
All Others	2,286.19

Roy R. "Rusty" Phillips - Social Security Family Benefits Calculation**SUMMARY:**

- **Monthly Living Benefits** - Beginning April 18, 2012, Sydney will receive \$1,072 per month in dependent children's benefits until Cecilie reaches age 18. Rusty will receive an additional \$2,144 for as long as he remains disabled. The long term disability payment Rusty receives from his employer's benefit plan will be offset by \$3,216 per month (the total amount he and his family receives from Social Security).
- **Monthly Death Benefits** - Sydney would receive \$3,216 per month in dependent children's benefits until Elliot reaches age 18, after which time the dependent child's benefit would drop to \$1,608 per month until Cecilie turns 18 when all benefits would cease.
- **One-time Death Benefit** - Should Rusty die before the divorce is final, Sydney will be eligible to claim an additional one-time death benefit of \$255. If they are no longer married, the children may claim the payment.

DETAIL of CALCULATIONS:

Rusty's disability benefit will commence 4-18-2012 (calculated from date of disability onset 9-18-2011), and the benefit amount payable to him is \$2,144, payable the 3rd week of each month, beginning April, 2012. The dependent benefit per child is 50% of his award up to the family maximum of \$3,216; therefore, each child will receive \$268 that same time schedule, for a total dependent benefit of \$1,072 (50% of \$2,144 = \$1,072. \$2,144 plus 1,072 = \$3,216. \$1,072 divided by 4 = \$268.) Dependent benefits for each child stop with the month before the child reaches age 18, unless the child is unmarried and is either disabled or is still a full-time elementary or secondary school student. Since Sydney is employed, she does not receive any SS benefits, according to Mr. Fuller, the Social Security representative, at 800-772-1213.

In the event of Rusty's death, we must notify the SSA of the date of his death and return to them the entire benefit payable to him for the month of his death; e.g., a May death date results in the June payment required to be returned. No benefit is payable for the month of death. The survivor must notify the financial institution in order that any paid benefits are returned. If paid by check, the survivor must bring the check to a SS office in order that the payee information is changed.

Upon Rusty's death and payable the month following his death, his children each would be eligible to receive 75% of Rusty's benefit (75% of \$2,144 = \$1,608) up to the maximum family benefit of \$3,216; i.e., his four children each would receive \$804 per month until the month before the eldest becomes ineligible (\$804 times 4 = \$3,216). As each child turns age 18, the amount per each remaining child increases. For three children, each child would receive \$1,072 per month (75% of \$2,144 = \$1,608; however, maximum family benefit is \$3,216, so \$3,216 is divided three ways). For two children, each child receives \$1,608. The benefit amount for one child is \$1,608 per month.

Carolyn Weddington
December 6, 2011

Subject: FW: Emailing: Roy R Phillips resources.hewitt.com, Vanguard - My Portfolio overview.pdf
From: Phillips, Sydney (SydneyPhillips@anderson5.net)
To: danamarie36@yahoo.com;
Date: Tuesday, January 17, 2012 10:02 AM

Hi Dana, This is the email where Rusty stated that he had "an undisclosed sum of money in a shoe box."
Highlighted that sentence below.

Let me know if you need anything else - I think I've sent you everything we discussed yesterday.
Thanks! Sydney

Sydney Phillips
Music Teacher
Midway Elementary School of Science & Engineering
Concord Elementary School

From: Phillips, Sydney
Sent: Monday, January 16, 2012 9:33 PM
To: Phillips, Sydney
Subject: FW: Emailing: Roy R Phillips resources.hewitt.com, Vanguard - My Portfolio overview.pdf

Sydney Phillips
Music Teacher
Midway Elementary School of Science & Engineering
Concord Elementary School

From: PHILLIPS Rusty - CONTRACTOR [Rusty.PHILLIPS@brucepower.com]
Sent: Thursday, September 01, 2011 4:56 PM
To: Phillips, Sydney; sydneyasp@aol.com
Subject: FW: Emailing: Roy R Phillips resources.hewitt.com, Vanguard - My Portfolio overview.pdf

Syd

This is what is in the mentioned accounts below.

Hewitt 46,080.83
Vanguard 83,223.40 (6444.70 Rusty IRA, 76,778.80 AMEC 401k)
Scotiabank 34.30 in Canadian checkcard
Scotiabank 2,200.53 in US savings
TD CanadatrustUS daily checking 1,000.70
TD Canadatrust value plus CDN checking 4.75
TD Canadatrust secured account for credit card 500.78
TD Canadatrust green visa 500 credit limit 127.31 owed
Sharebuilder 17,844.20
Paystub Sept 2011 106,645
And for your reference - Paystub Dec 2010 132,678

See all attached scans.

I do have an undisclosed amount of money stashed away in a shoe box. I would point out that you have not disclosed to me the amounts that you have taken from the joint accounts and stashed away in "non joint accounts". At some time down the road I may be glad to discuss this shoe box of mine with you, but I first want to see your account reporting.

I do not think that I have been unreasonable or uncooperative in any way.

I do not want to fight it out in court, and I do believe that I am being more than accommodating here.

I will say that I am growing increasingly concerned that you still to this day choose not talk to me about the welfare and best interests of the kids.

Rusty.Phillips@BrucePower.com
cell 519-386-0542

-----Original Message-----

From: Phillips, Sydney [mailto:SydneyPhillips@anderson5.net]
Sent: Thursday, September 01, 2011 3:11 PM
To: PHILLIPS Rusty - CONTRACTOR
Subject: Paperwork

Rusty, I really need those documents from you this week. I don't think it would take you long to get the information, I think it is all stuff that you can pull up online.

If we can work out an agreement on our own, this divorce will cost a lot less than if we have to "fight it out" in court - that could run up lawyers' fees of \$10,000-\$20,000, which is ridiculous.

Can you please get me the following information:
Statements from ScotiaBank, two accounts
Statements from TD Canada, two accounts
Statements for retirement plans from Nalco and Amec
Statements from stock holdings
Statements from IRAs
Paycheck Stub

Thanks - Sydney

Sydney Phillips
Music Teacher
Midway Elementary School of Science & Engineering
Concord Elementary School

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PERSONAL AND CONFIDENTIAL. If you have received this email in error, this does not

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If you receive this message in error, please notify the sender immediately or call 864-260-5000.

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If you receive this message in error, please notify the sender immediately or call 864-260-5000.

Subject: FW: Settlement Offer
From: Phillips, Sydney (SydneyPhillips@anderson5.net)
To: danamarie36@yahoo.com;
Date: Tuesday, January 17, 2012 10:00 AM

Dana, This is the email where Rusty stated to Michelle Breazeale that he has a sum of money that he had saved from the cash that he had taken to Canada - I highlighted that sentence.

Sydney Phillips
Music Teacher
Midway Elementary School of Science & Engineering
Concord Elementary School

From: Phillips, Sydney
Sent: Monday, January 16, 2012 9:34 PM
To: Phillips, Sydney
Subject: FW: Settlement Offer

Sydney Phillips
Music Teacher
Midway Elementary School of Science & Engineering
Concord Elementary School

From: Michelle Breazeale [michelle.breazeale@gmail.com]
Sent: Tuesday, September 13, 2011 11:58 AM
To: Phillips, Sydney
Subject: Fwd: Settlement Offer

I just received this email.

----- Forwarded message -----

From: PHILLIPS Rusty - CONTRACTOR
<Rusty.PHILLIPS@brucepower.com<mailto:Rusty.PHILLIPS@brucepower.com>>
Date: Tue, Sep 13, 2011 at 11:57 AM
Subject: RE: Settlement Offer
To: Michelle Breazeale <michelle.breazeale@gmail.com<mailto:michelle.breazeale@gmail.com>>

Michelle – thank you for discussing this with me today.

As I had indicated - I'm not going to discuss any settlement without a full accounting of all the moneys that have been "saved" over the last year.... I would like a full and proper accounting of all money involved

It is pretty easy to identify what I have brought to Canada, and yes I have saved a lot of that money because I have been living frugally – and I am willing to discuss this.

All I am asking for is a thorough accounting of what Sydney has moved out of the Joint accounts, and how much money was transferred into My Access checking 7624 and its current balance, as well as any other accounts she has that she is hiding money from me with.

The way I see it – the total online banking transfers from 5669 7556 6301 and 3322 – are almost 83 thousand dollars from Oct 2010 to Sept 2011.

Please see attached are online transfers from CHK 5669 into My Access checking 7624 from Aug 22 , 25, and 29 the three days which total 3 thousand dollars.

I absolutely want a full and thorough discussion of all additional moneys.

Rusty.Phillips@BrucePower.com
cell 519-386-0542<tel:519-386-0542>

From: Michelle Breazeale
[mailto:michelle.breazeale@gmail.com<mailto:michelle.breazeale@gmail.com>]
Sent: Monday, September 12, 2011 9:05 AM
To: PHILLIPS Rusty - CONTRACTOR
Cc: Phillips, Sydney
Subject: Settlement Offer

Mr. Phillips:

Please see the attached settlement offer:

--
Michelle Breazeale, Paralegal
Druanne White Law Firm
412 Marshall Avenue
Anderson, SC 29621
(864)231-8090<tel:%28864%29231-8090>

Envy comes from people's ignorance of, or lack of belief in, their own gifts.
Jean Vanier

--
Michelle Breazeale, Paralegal
Druanne White Law Firm
412 Marshall Avenue
Anderson, SC 29621
(864)231-8090

Envy comes from people's ignorance of, or lack of belief in, their own gifts.
Jean Vanier

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Rusty & his paramaer



Rusty Phillips Brenda Rusty Tom and Vicki (Sunday Oct 31st)



LikeUnlike · Share · November 10, 2011 at 10:48pm ·

○
○ 2 people like this.

- **Rusty Phillips was tagged in Mike Dixon's photo. — with Brenda McDermid Goegan and Mike Dixon.**



Mobile Uploads

Ontario visits.

October 1, 2011 at 9:08am ·

Rusty & his paramour



Cigna Prescription Drug Plan

You could save hundreds of dollars a year by switching to generic drugs! Generic drugs are made with the same active ingredients as brand-name drugs and are equally as effective. However, generic drugs are offered to AMEC employees at a much lower cost than brand-name drugs. Ask your doctor if any of your medications have a generic equivalent.

OAP, OAPIN and OAPIN2 Participants

	Retail Pharmacy 30-Day Supply	Mail Order 90-Day Supply
Copayment	30-Day Supply	90-Day Supply
Generic	\$10	\$25
Preferred Brand Name	\$20	\$50
Non-Preferred Brand Name	\$40	\$100

Cigna Mail Order Prescription Drug Plan

Avoid unnecessary trips to the pharmacy! Receive a 90-day supply of your long-term or maintenance medications in the mail with the Cigna Mail Order Prescription Drug Plan administered by TelDrug. To enroll, visit www.mycigna.com.



Five Easy Ways to Save Money and Stay Healthy!

1. Take advantage of your free preventive care screenings.
2. Ask for generic prescriptions instead of brand-name drugs.
3. Take advantage of the mail-order prescription service to save on your prescription copayments and avoid trips to the pharmacy.
4. Participate in the HDHP/HSA healthcare plan and reduce your monthly healthcare premiums. To learn more about the HDHP/HSA plan, please see [page 7](#).
5. Sign up for a Health Savings Account or Flexible Spending Account and purchase eligible healthcare expenses with pre-tax contributions from your paycheck.

HDHP/HSA Participants

If you enroll in the HDHP/HSA plan, you must meet your deductible before the plan will pay a portion of your prescription drug costs.

This means you can use your HSA to pay the full cost of your prescription. You will only have an out-of-pocket expense if you do not have enough money in your HSA to cover the prescription or if you choose not to use your HSA.

	Retail Pharmacy 30-Day Supply	Mail Order 90-Day Supply
Copayment	30-Day Supply	90-Day Supply
Generic	30% after Medical Plan Deductible	
Preferred Brand Name	40% after Medical Plan Deductible	
Non-Preferred Brand Name	50% after Medical Plan Deductible	

Once you meet your deductible, you will be responsible for a percentage of the cost of prescriptions until you reach your out-of-pocket maximum.

Medical Plans continued

Medical Plans at a Glance

(See page 7 for HDHP/HSA plan details.)

	OAP		OAPIN	OAPIN2
	In-Network	Out-of-Network	In-Network Benefits Only	In-Network Benefits Only
Office Visit • Primary Care • Specialist • Urgent Care Facility	\$20 \$30 Coinsurance after Deductible	Coinsurance after Deductible	\$20 \$30 \$75	\$20 \$30 \$50
Deductible	\$500 \$1,000 Family Maximum	\$1,000 \$2,000 Family Maximum	\$250 \$500 Family Maximum	None
Coinsurance (Plan Pays)	80%	60%	90%	100%
Annual Out-of-Pocket Maximum	\$2,500 \$5,000 Family Maximum	\$5,000 \$10,000 Family Maximum	\$1,250 \$2,500 Family Maximum	\$1,000 \$2,000 Family Maximum
In-Patient Hospitalization Including Maternity and Mental Health	Coinsurance after Deductible	Coinsurance after Deductible	Coinsurance after Deductible after \$250 Copayment	\$350 Copayment
Out-Patient Hospitalization	Coinsurance after Deductible	Coinsurance after Deductible	Coinsurance after Deductible	100%
Preventive Care	100%	60%	100%	100%
Ambulance	Coinsurance after Deductible	80% Coinsurance after Deductible if a Medical Emergency	Coinsurance after Deductible	Coinsurance after Deductible
Emergency Room	Coinsurance after Deductible	Coinsurance after Deductible	\$75 after Deductible	\$100
Outpatient Lab and Radiology	Coinsurance after Deductible	Coinsurance after Deductible	Coinsurance after Deductible	100%



STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON)
)
 Sydney s. Phillips,)
)
 Plaintiff,)
)
 vs.)
)
 Roy Russell Phillips and Laura Bango,)
)
 Defendants.)
 _____)

IN THE FAMILY COURT
 TENTH JUDICIAL CIRCUIT

AFFIDAVIT OF LAURA BANGO

C.A. No.: 2011-DR-04-2043

I, Laura Bango, being duly sworn, deposes and says:

1. I am one of the Defendants. I am the sister to Rusty and have his power of attorney.
2. Rusty is suffering from terminal cancer.
3. I am responsible for all his financial matters and dealing with Sydney with regard to issues of their marriage, addressing visitation and other matters.
4. Rusty is suffering from brain cancer and has had surgery to remove a tumor. He has stage 4 malignant and aggressive Glioblastoma. Rusty was told the average patient lives 14 months. He is being treated at Indiana University in Indianapolis, Indiana. His treatment was going rather well. However his medical condition may be taking an even worse turn. Rusty is scheduled to go back into surgery this afternoon to investigate/clean out this brain infection. They were able to send swabs of the fluid to the lab last night. It is my understanding that if it's cerebral spinal fluid that's infected, we have a much grimmer story here.

TENTH JUDICIAL CIRCUIT
 FAMILY COURT
 ANDERSON, S.C.
 A 11: 26
 RECORD

5. The medical expenses are rising. He must have supervised care and he is not capable of living on his own at this time. He is dependent on his mother, Carol Weddington, to accompany him to the physicians and provide living assistance in her home.

6. Prior to the hearing and before Rusty got sick, he was earning approximately \$11,000.00 per month. See Exhibit C. Rusty receives \$4,664.00 in disability benefits per month. See Exhibit D. He has had a decrease in his income of over 57%. In April, 2012, he will start receiving \$2,144.00 per month in social security disability benefits and Sydney will receive \$1,072.00 per month as the children's benefits. He will receive \$597.00 per month as long term disability benefit which is offset by the SSD. That is all there is. There was no private disability plan or anything else. We will need to modify support at that time as well since his income will go down even more.

7. This motion was filed because Plaintiff was asked to work with him on coming to a fair sum of money to pay but she refused. She insisted on getting the full amount. Rusty is unable to pay the amount indicated. If he pays the \$1600.00 to his wife, he has no money to pay his expenses. He has \$0.00 available to him.

8. The financial declaration is a solid picture of his reasonable expenses. A copy of the lease executed to the benefit of our mother is attached as Exhibit A. Rusty is in need of constant monitoring and assistance. He cannot drive a vehicle. He is dependent on family members to do for him. The lease sets forth what my mother provides for him.

9. I did a review of all the monies my brother had paid Sydney from 12/1/10 through 9/30/11 and have attached my evaluation as Exhibit B. During this 10 month period of time, she has

received \$93,967.28. Of this amount, she took unauthorized and unaccounted monies of \$33,443.28. She has been living on all this money as well as her own income. She must have monies put away.

10. It is quite apparent they cannot continue to live as they did prior to the separation and particularly before Rusty became terminally sick. Everyone has to cut back. They have assets available to them and she should be required to use her assets as much as Rusty should be.

11. He is currently in a hospital bed just having had brain surgery and cannot earn another dollar. His income has been cut. He has nothing else. He will need his share of the assets to cover his expenses as well.

12. As to the insurance, Rusty has \$558,000.00 in life insurance. He wants to allocate that as \$150,000.00 to wife and then \$408,000.00 to his children to start a trust so they will have funds available to them for their college. This helps out Sydney. She has a \$150,000.00 policy on Rusty so between the two of them, she can pay off the mortgage. She will get from Rusty, social security that will cover the children while they are minors. There is no reason why he should not be able to do that. Sydney will most probably be getting 50% of the assets. Rusty will need his share as he tries to fight his cancer. He has hope. The average is 14 months but some live much longer. Rusty intends to be the one person who beats the odds makers. He cannot be left destitute.

13. From looking at everything, He sees \$1050.00 as a fair amount of family support. If you review child support guidelines, \$748.00 is what he would pay. He is maintaining the insurance for now. He comes short on his expenses as well as she does. Unfortunately, the family has to cut back.

14. There have been some issues with regard to visitation. Visitation was left to be reasonable. Rusty resides in Ohio and receives his cancer treatment in Indiana. He comes to Atlanta

and stays with me to exercise his visitation. Sydney only agreed to December 20 to December 23 and insisted it occur in Atlanta and would not even meet half-way. Defendant is only asking for the opportunity to see his children and they see him during a difficult time. It is possible this could be the last Easter, the last Father's Day and priorities have to be made to foster these final memories.

15. Defendant asks for the following Temporary Visitation:

- a. One weekend each month to occur in Atlanta, GA at the Bango home. Upon receipt of his weekend treatment schedule, Defendant shall notify Plaintiff immediately to coordinate a weekend that is the most reasonable considering everyone's schedule. If there is a conflict, Father's visitation shall take priority.
- b. Spring break visitation with the children shall be in Ohio (April 1-7, 2012);
- c. Father's Day weekend in the marital home in South Carolina (June 15-18, 2012). Plaintiff will find alternate accommodations for herself for the Father's Day weekend visit to allow the children the comfort of their own home during this stay and this will allow Jon Bango (brother-in-law) special time with his children during Father's Day.
- d. One week in the summer in Ohio (Friday, July 6 – Thursday, July 12, 2012); and
- e. Thanksgiving weekend in Atlanta (November 21-25, 2012) .
- f. Plaintiff shall meet Mr. Phillips and his mother half-way between Anderson, SC and Dayton, OH for the Ohio visits and Plaintiff shall meet Laura Bango half-way for the Atlanta visits. Each party will be solely responsible for their own expenses related to this travel.

16. Defendant is only asking that Plaintiff meet half-way and assist with some of the transportation. The children are old enough where this is not difficult. However, while my brother, Rusty, can visit with his children and travel to do so, it is very important for the children and Rusty to have this time. I have attached as Exhibit E, the current schedule for treatment as it might impact some weekend visitation. Of course the most recent events could affect this as well.

17. Defendant is having difficulty exercising telephone contact with the children as they are not available, do not answer the telephone or do not call back. As the Defendant lives in Ohio

and the children are in Anderson, it is very important that the children have regular contact. Due to Plaintiff's failure to work with him and behave reasonably, it is necessary for the court to modify the temporary order and set specific times for telephone and other electronic contact. Considering the circumstances, Defendant should have the right to call and speak to his children once a day. They should be able to coordinate the time considering there are 4 children of varying ages. However, should there be a dispute, then the specified time should be at 7:30 p.m. If a call is missed, Plaintiff should be ordered to assure that the children return the Defendant's telephone call that evening.

18. Finally, Defendant does not have the funds to pay his attorney fees. He tried to work this out with the Plaintiff but she refused to be reasonable, particularly not meeting half way and only allowing 3 days with visitation of a two week period. Rusty was ordered to pay attorney fees when he could not afford it and was allowed to take money from his assets to pay her attorney fees. Maybe if Plaintiff saw that she could have some liability when being unreasonably non-cooperative, she might be willing to compromise and work with my brother rather than disagree and not make the children a priority with their father.

Further affiant saith not.

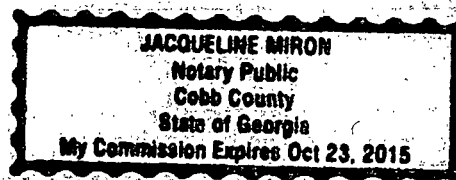
Laura J Bango

Laura Bango, POA for Roy "Rusty" Phillips

Sworn to and subscribed before

me this 18 Day of January 2012.

Jacqueline Miron
Notary Public for
My commission expires: 10/23/15



Rental Agreement and Lease

This rental agreement is made between:

Dale and Carolyn Weddington (Landlord) and

Roy R Phillips (Tenant)

For the studio apartment on:

2015 Division Avenue (Address)

Dayton, OH 45414 (City, State and zip code)

The lease is for one year starting on January 1, 2012 and is automatically renewed for the amount of \$800.00 a month, payable on the first.

W.D. & Carolyn Weddington (Landlord) is responsible for all maintenance, electric, gas, land-line telephone, cable, internet service, laundry service, cleaning service, 24 hour medical care, meal preparation, transportation (mileage separate), snow removal, trash service, lawn care and insurance.

Roy R Phillips (Tenant) is responsible for insuring his personal property.

Roy R Phillips 12/17/11
(Tenant) (Date)

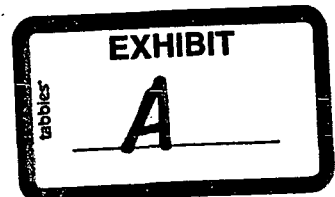
770-625-6958
(Phone)

W.D. Weddington 12/17/11
(Landlord) (Date)

937-898-9638
(Phone)

Carolyn S. Weddington 12/17/11
(Landlord) (Date)

937-898-9638
(Phone)



TOTAL \$ TO SYDNEY
12-1-10 to 9-30-11

\$ 7,839.28

w/d from Rusty's acct ending #7556
& deposited into Sydney's #7624

\$ 50,928.00

w/d from Rusty's acct ending #5669
& deposited into Sydney's #7624

\$ 35,200.00

Direct Deposited per their agreement
for expenses & child support
(\$1,600 per pay period)

\$93,967.28

Total \$ to Sydney 12-1-10 → 9-30-11

- 5,000.00

Per my conversation with Sydney
on 10/2/11; she & Rusty agreed
she could have \$500 more per month
(10 months @ \$500)

- 35,200.00

Direct Deposit amount agreed

- 18,000.00

Per her Affidavit - TP14

\$ 35,767.28

Total amount transferred
into Sydney's acct but
not authorized.
unaccounted for

- 2,324.00

Email Authorizations

\$33,443.28

Total Unaccounted For



actual

approved

MONTHLY SUMMARY

	<u>ALLOTMNT</u>	<u>5669</u>	<u>7566</u>	<u>MTH TOTAL</u>
DEC -	\$3,200	\$17,700	2,900	\$23,800
JAN -	3,200	2,050	3,439.28	8,689.28
FEB -	3,200	1,300	-	4,500
MAR -	3,200	5,750	-	8,950
APR -	4,800	4,300	-	9,100
MAY -	3,200	6,328	-	9,528
JUN -	3,200	1,700	-	4,900
JUL -	3,200	2,850	-	6,050
AUG -	3,200	7,450	1,500	12,150
SEP -	4,800	1,500	-	6,300

* With the exception of APR and SEP,

The total per month should have

only been \$3,250.

APR & SEP should have been. \$5,300

20m 12-1-10

TO 9-30-11

> 44 weeks / 22 pay periods

* transfers from # 5669 to Sydney's home acct # 7624

12-8-10 - 1,000

12-8-10 - 1,000 (2nd)

12-13-10 - 15,000

12-15-10 + 50

12-20-10 + 500

12-23-10 - 2,500

12-23-10 + 1,250

\$17,700

4-13-11 - 400

4-13-11 - 300 (2nd)

4-19-11 - 400

4-21-11 - 1000

4-22-11 - 500

4-25-11 - 1200

4-26-11 - 500

\$4,300

1-4-11 - 500

1-14-11 - 750

1-14-11 - 400 (2nd)

1-25-11 - 400

\$2,050

5-9-11 - 2,000

5-12-11 - 500

5-17-11 - 5,000

5-17-11 - 500

5-17-11 + 1,972 (3rd)

5-25-11 - 300

\$6,328

2-4-11 - 400

2-15-11 - 500

2-24-11 - 400

\$1,300

6-13-11 - 400

6-16-11 - 400

6-17-11 - 600

6-21-11 - 300

\$1,700

3-15-11 - 1,000

3-15-11 - 400

3-15-11 - 350 (3rd)

3-24-11 - 3,500

3-28-11 - 500

\$5,750

7-7-11 - 550

7-8-11 - 400

7-18-11 - 500

7-19-11 - 500

7-19-11 - 500 (2nd)

7-26-11 - 400

\$2,850

FROM 12-1-10 > 44 weeks / 22 pay periods
TO 9-30-11

(CONT)

(CONT)

* Transfers from #5669 to Sydney's home acct #7624

8-3-11	- 1200
8-8-11	- 1000
8-8-11	- 750 (2 nd)
8-10-11	- 1,500
8-22-11	- 1,500
8-25-11	- 1,000
8-29-11	- 500
	<hr/>
	\$7,450

9-21-11	1,000
9-26-11	500
	<hr/>
	\$1,500

\$50,928

Total withdrawn from
"paycheck" acct ending 5669

(Pg. 2 of 2)

From 12-1-10
TO 9-30-11

> 94 weeks / 22 pay periods

Transfers

12-13-11
12-14-11

Amounts

- 3,000
+ 100
\$ 2,900

* Transfers from # 7556
to Sydney's home
acct # 7624

1-20-11

- 400

1-24-11

- 1,000

1-26-11

- 1150.48

1-26-11

- 888.80

\$ 3,439.28

8-15-11

- 1500

\$ 1,500

Total withdrawn from "expense acct" ending 7556

\$ 7,839.28

Earnings Statement
Roy R Phillips
2015 Division Avenue
Dayton, OH 45414

Co	File#	Wk.	Pay Date	Period End	Paid Dept.	Paid Clock	Gross Pay	Net Pay	Check #	Chk/Vcr	Void
AKD	505016	39-1	09/30/2011	09/23/2011	XINSER		5,066.47		00390340	Voucher	

Earnings	Rate	Hours	This Period
Regular			3,587.69
Field Allow%		0.00	358.77
Per Diem Tax		0.00	1,615.38
Tax Prot \$		0.00	63.23
Hypotax -82		0.00	-558.60
Gross Pay			\$5,066.47

Deductions

Statutory

Medicare	-69.67
Social Security	-2.29

Others

Ltd	-8.25
Child Life	-0.80
Optional Life	-20.71
Spouse Life	-7.02
Cigint Health	-206.16
Optional Ad&d	-6.04
Checking 1	-2,904.61
Checking 2	-1,600.00
Health Care	-61.54
Amec 401k Ee %	-179.38

Net Pay

Memos

Basic Life Er	9.06
Basic AD&D Er	1.73
Medical Er	746.98
Basic LTD Er	13.60
Group Term Life	6.33
401k Co. Match	143.51
401k Elig Wages	3,587.69
Vac Bal Hours	173.04



Earnings Statement
Roy R Phillips
2015 Division Avenue
Dayton, OH 45414

Co	File#	Wk.	Pay Date	Period End	Paid Dept.	Paid Clock	Gross Pay	Net Pay	Check #	Chk/Vcr	Void
AKD	505016	37-1	09/16/2011	09/09/2011	XINSER		5,066.47		00370344	Voucher	

Earnings	Rate	Hours	This Period
Regular			3,587.69
Field Allow%		0.00	358.77
Per Diem Tax		0.00	1,615.38
Tax Prot \$		0.00	63.23
Hypotax -82		0.00	-558.60
Gross Pay			5,066.47

Deductions

Statutory

Medicare	-69.67
Social Security	-201.81

Others

Ltd	-8.25
Child Life	-0.80
Optional Life	-20.71
Spouse Life	-7.02
Cigint Health	-206.16
Optional Ad&d	-6.04
Checking 1	-2,705.09
Checking 2	-1,600.00
Health Care	-61.54
Amec 401k Ee %	-179.38

Net Pay 1,000.00

Memos

Basic Life Er	9.06
Basic AD&D Er	1.73
Medical Er	746.98
Basic LTD Er	13.60
Group Term Life	6.33
401k Co. Match	143.51
401k Elig Wages	3,587.69
Vac Bal Hours	170.73

**Earnings Statement
 Roy R Phillips
 2015 Division Avenue
 Dayton, OH 45414**

Co	File#	Wk.	Pay Date	Period End	Paid Dept.	Paid Clock	Gross Pay	Net Pay	Check #	Chk/Vcr	Void
AKD	505016	01-1	01/06/2012	12/30/2011	XINSER		2,152.61		00010372	Voucher	

Earnings	Rate	Hours	This Period
Regular			3,587.69
Lwop \$		0.00	-1,435.08
Gross Pay:			\$2,152.61

Deductions

Statutory

Federal Income Tax	-69.60
Medicare	-28.85
Social Security	-83.56
SC Worked In State Income Tax	-75.59

Others

Cigna-Dental	-13.85
Ltd	-8.07
Child Life	-0.30
Optional Life	-19.33
Cigna Medical	-155.54
Checking 2	-1,590.29
Amec 401k Ee %	-107.63

Net Pay:

Memos

Basic Life Er	9.49
Basic AD&D Er	1.81
Medical Er	307.17
Dental Er	22.60
Basic LTD Er	9.58
Group Term Life	6.33
401k Co. Match	86.10
401k Elig Wages	2,152.61
Vac Bal Hours	134.16



Earnings Statement
Roy R Phillips
2015 Division Avenue
Dayton, OH 45414

Co	File#	Wk.	Pay Date	Period End	Paid Dept.	Paid Clock	Gross Pay	Net Pay	Check #	Chk/Vcr	Void
AKD	505016	51-1	12/23/2011	12/16/2011	XINSER		2,152.61		00510364	Voucher	

Earnings	Rate	Hours	This Period
Regular			3,587.69
Lwop \$		0.00	-1,435.08
Gross Pay			\$2,152.61

Deductions	Statutory	
	Federal Income Tax	-58.72
	Medicare	-26.95
	SC Worked In State Income Tax	-66.45
	Others	
	Cigna Dental	-13.14
	Ltd	-8.25
	Child Life	-0.80
	Optional Life	-20.71
	Spouse Life	-7.02
	Cigna Medical	-225.42
	Optional Ad&d	-6.04
	Checking 2	-1,549.94
	Health Care	-61.54
	Amec 401k Ee %	-107.63
Net Pay		\$1,111.11

Memos	
Basic Life Er	9.06
Basic AD&D Er	1.73
Medical Er	408.60
Dental Er	27.55
Basic LTD Er	13.60
Group Term Life	6.33
401k Co. Match	86.10
401k Elig Wages	2,152.61
Vac Bal Hours	129.54

Green Highlights - planned IV Avastin treatments in Indianapolis

Blue Highlights - planned IV Avastin treatments in Indianapolis AND routine MRI for progress

Strike Through - weeks Rusty will be on high dose chemo and likely unable to travel

JANUARY

S	M	T	W	T	F	S
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15	16	17	18	19	20	21
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29	30	31				

FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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30						

OCTOBER

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NOVEMBER

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DECEMBER

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23	24	25	26	27	28	29
30	31					

Rusty's 2012 treatment schedule

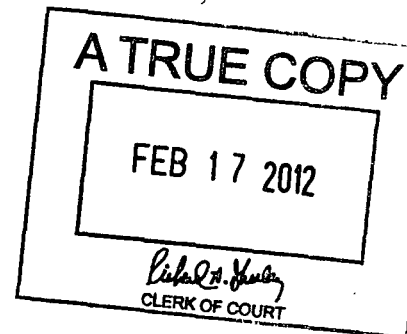


STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)
)
SYDNEY S. PHILLIPS,)
)
Plaintiff,)
)
Vs.)
)
ROY RUSSELL PHILLIPS and)
LAURA BANGO,)
)
Defendants.)

IN THE FAMILY COURT
TENTH JUDICIAL CIRCUIT

EXPEDITED MOTION TO RECONSIDER,
ALTER OR AMEND

2011-DR-04-2043



TO: THE HONORABLE EDGAR H. LONG, DEFENDANT ROY RUSSELL PHILLIPS, DEFENDANT LAURA BANGO, AND DAVID YOKEL, ATTORNEY FOR DEFENDANTS

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, through her undersigned attorney, moves before the Honorable Edgar H. Long, Family Court Judge of the Tenth Judicial Circuit, at such time, date and place as can hereafter be scheduled, for the Court to review, revise, and/or reconsider the Temporary Order signed February 3, 2012, dated February 7, 2012, and received by Plaintiff on February 8, 2012, based upon the following reasons, pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure:

The Temporary Order includes a provision which denies Plaintiff's request that Defendant Phillips be restrained from changing the beneficiary on his life insurance. The policy was purchased during the parties' marriage, with marital money. The purpose of the policy was to provide for the Plaintiff and the parties' children, should Defendant Rusty Phillips die.

The parties were married on August 12, 1994. They have four children. In December, 2010, Defendant Rusty Phillips admitted to Plaintiff he had been having an affair for a year. He promised he would take care of Plaintiff and their children financially. Defendant/Rusty Phillips consistently paid Plaintiff \$1,600.00 every two weeks.

Plaintiff filed for divorce on September 19, 2011. A few days after that, Plaintiff was informed that Defendant Rusty Phillips had been diagnosed with terminal cancer. It

is undisputed that Plaintiff did not learn of Defendant's terminal cancer until after she filed for divorce on the grounds of adultery. Immediately thereafter, Defendant Rusty Phillips informed Plaintiff that he would be signing over his life insurance policies to his girlfriend. Defendant Rusty Phillips has been the major breadwinner for the family throughout the parties' marriage.

Plaintiff's gross monthly income is \$3,807.16. Defendant Rusty Phillips' income as of the date this action was filed was \$11,500.00. Had Defendant Rusty Phillips not become terminally ill, he probably would have been ordered to pay permanent, periodic alimony, based on the substantial difference in the parties' income. Defendant Rusty Phillips, at a final hearing, would have had an obligation to support his wife and children if he had gotten divorced and lived an extended period of time. South Carolina case law permits a court to order that one party maintain the other party as a beneficiary to the life insurance policy in cases in which alimony and/or child support is awarded. The case law supports Plaintiff's request that Defendant Rusty Phillips maintain her as the beneficiary on his life insurance policies.

The Court denied Plaintiff's request to require Defendant Phillips to maintain Plaintiff as the beneficiary to his life insurance policies. The Court's decision allows Defendant Phillips to change the beneficiary to anyone; including his paramour. Plaintiff has primary placement of the parties' four children. It is in the best interest of the parties' children that Plaintiff be maintained as the beneficiary of Defendant Phillips' life insurance policy for purposes of supporting the children, especially considering the Defendant's current life expectancy. Defendant Rusty Phillips should not be permitted to name his girlfriend, or anyone else, as the beneficiary to his policies.

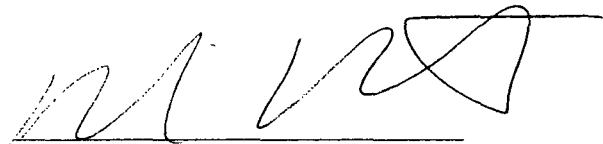
The insurance policies were obtained during the marriage and were paid for with marital funds. In fact, the life insurance policies were purchased with marital funds for the very situation with which Plaintiff is faced today: to make sure Plaintiff will be financially able to support their four children in the event Defendant dies before the children are able to take care of themselves.

The youngest of the parties' four children is only 9 years old; the oldest is 15 years of age. Without financial support from the Defendant, the Plaintiff will have an extremely difficult time meeting all of the needs of their four children while working full

time and handling the challenges that will inevitably come when/if the children lose their father to cancer. Plaintiff requests that Defendant be ordered to maintain Plaintiff and/or her children as the beneficiaries to Defendant's insurance policies until the minor children graduate from college or, alternatively, at least until all of the minor children graduate from high school.

Plaintiff would request the Court alter or amend the Temporary Order signed February 3, 2012, and dated February 7, 2012, as set forth hereinabove. Plaintiff would request an expedited hearing to address these issues.

I SO MOVE.



DRUANNE WHITE
Attorney for Plaintiff
412 Marshall Avenue
Anderson, SC 29621
(864)231-8090

February 13, 2012
Anderson, South Carolina

**AN EXPEDITED HEARING IN IS HEREBY GRANTED/DENIED IN THIS MATTER
AND THE SAME SHOULD BE SET WITHIN _____ DAYS.**

IT IS SO ORDERED.

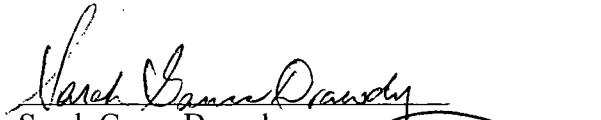
EDGAR H. LONG
TENTH JUDICIAL CIRCUIT

February _____, 2012
Anderson, South Carolina

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

September 19, 2012


Sarah Ganss Drawdy
The Drawdy Law Firm, LLC
2315 N. Main St., Ste. 417
Anderson, South Carolina 29621
(864) 261-3977
Attorney for Appellant,
Sydney S. Phillips

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ANDERSON COUNTY
Family Court

The Honorable Edgar H. Long, Jr, Family Court Judge

Case No. 2011-DR-04-2043

Sydney S. Phillips, Appellant,

v.

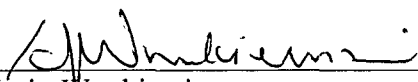
Roy Russell Phillips and Laura Bango, Respondents,

PROOF OF SERVICE

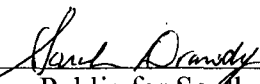
I certify that I, Karin Wnukiewicz, secretary for Sarah Ganss Drawdy, Attorney for Appellant, did serve the **RECORD ON APPEAL** on David M. Yokel, attorney for Respondents by depositing a copy of it in the United States Mail, with proper postage affixed thereto, on September 19, 2012, addressed and shown below:

David M. Yokel, Esq.
P.O. Box 10453
Greenville, SC 29603

September 19, 2012


Karin Wnukiewicz

SWORN to before me this
19th day of September, 2012


Notary Public for South Carolina
My Commission expires 8-11-2018

RECEIVED

SEP 24 2012

SC Court of Appeals